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

PROCLAMATIONS

BY MAJOR-GENERAL HIS ROYAL HIGHNESS PRINCE ARTHUR FREDERICK PATRICK ALBERT OF CONNAUGHT, KNIGHT OF THE MOST NOBLE ORDER OF THE GARTER, A MEMBER OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, KNIGHT OF THE MOST ANCIENT AND MOST NOBLE ORDER OF THE THISTLE, KNIGHT GRAND CROSS OF THE MOST DISTINGUISHED ORDER OF SAINT MICHAEL AND SAINT GEORGE, KNIGHT GRAND CROSS OF THE ROYAL VICTORIAN ORDER, COMPANION OF THE MOST HONOURABLE ORDER OF THE BATH, PERSONAL AIDE-DE-CAMP TO HIS MAJESTY THE KING, HIGH COMMISSIONER FOR SOUTH AFRICA, AND GOVERNOR-GENERAL AND COMMANDER-IN-CHIEF IN AND OVER THE UNION OF SOUTH AFRICA.

✱ No. 146, 1923.]

Under and by virtue of the powers in me vested by section *twelve* of the Diseases of Stock Act Amendment Act 1923 (Act No. 31 of 1923) I do hereby declare, proclaim and make known that the said Act shall commence and come into operation on the 1st day of August, 1923.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Fourteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness the Governor-General-in-Council.

PATRICK DUNCAN.

✱ No. 147, 1923.]

Whereas it has been notified to me that a vacancy has occurred in the representation in the House of Assembly of the Electoral Division of Turffontein by the resignation of Major Edwin Watkin Hunt.

Now, therefore, under and by virtue of the powers and authority vested in me by sections *thirty-six* and *fifty-eight* of the Electoral Act, 1918 (No. 12 of 1918), I do hereby proclaim, declare and make known as follows:—

(1) That a vacancy exists in the representation in the House of Assembly of the said Electoral Division of Turffontein;
(2) that a nomination court shall sit on Friday, the tenth day of August, 1923, at ten o'clock in the forenoon, at the Magistrate's Court (Insolvency Court), Johannesburg, to receive nominations of candidates for election to fill the said vacancy;
(3) that, if a poll becomes necessary for the reason that more than one person shall have been duly nominated at the close of the sitting of the said nomination court, the said poll shall be taken on Tuesday, the twenty-eighth day of August, 1923, and will commence at eight o'clock in the morning and will close at eight o'clock in the evening of the said day; and
(4) that R. C. Leathem, Esquire, Electoral Officer, Johannesburg, shall be and is hereby appointed to be the returning officer at the election to fill the said vacancy.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Fourteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness the Governor-General-in-Council.

PATRICK DUNCAN.

Alle Proklamaties. Goevernements en Algemene Kennisgevingen, gepubliceerd voor de eerste keer, worden gemerkt met een ✱ in de linkerhoek van boven.

PROKLAMATIES

VAN GENERAAL-MAJOOR SY KONINKLIKE HOOGHEID PRINS ARTHUR FREDERICK PATRICK ALBERT VAN CONNAUGHT, RIDDER VAN DIE MEES EDELE ORDE VAN DIE KOUSEBAND, LID VAN SY MAJESTEITS MEES EDELAGBARE GEHEIME RAAD, RIDDER VAN DIE ALOUDE EN ALLEREDELSTE ORDE VAN DIE DISTEL, GROOTKRUISRIDDER VAN DIE MEES ONDERSKEIE ORDE VAN ST. MICHAEL EN ST. GEORGE, GROOTKRUISRIDDER VAN DIE KONINKLIKE VICTORIA ORDE, RIDDER VAN DIE MEES EDELAGBARE BATH ORDE, PERSOONLIKE AIDE-DE-CAMP VAN SY MAJESTEIT DIE KONING, HOË KOMMISSARIS VAN SUIDAFRIKA EN GOEWERNEURGENERAAL EN OPPERBEVELHEBBER IN EN OOR DIE UNIE VAN SUIDAFRIKA.

✱ No. 146, 1923.]

Kragtens die bevoegdheid my verleen deur artiekel *twaalf* van die Veesiektes Wet Wysiging Wet 1923 (Wet No. 31 van 1923) verklaar, proklameer en maak ek hierby bekend dat genoemde Wet in werking sal tree en van krag sal wees van af die 1ste dag van Augustus 1923.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suidafrika, te Durban, hierdie Veertiende dag van Julie Een duisend Neën honderd Drie-en-twintig.

ARTHUR FREDERICK,
Goewerneurgeneraal.

Op las van Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade.

PATRICK DUNCAN.

✱ No. 147, 1923.]

Aangezien het te mijner kennisse gebracht is dat een vakature ontstaan is in de Volksraadsvertegenwoordiging van de Kiesafdeling Turffontein, wegens de bedanking van Majoor Edwin Watkin Hunt.

Zo is het dat ik, krachtens en uit hoofde van de macht en bevoegdheid mij verleend door artikels *zes en dertig* en *acht en vijftig* van de Kieswet, 1918 (No. 12 van 1918), hierbij proklameer, verklaar en bekend maak als volgt:—

(1) dat er een vakature bestaat in de Volksraadsvertegenwoordiging van de voormelde Kiesafdeling Turffontein;
(2) dat een nominatiehof zitting zal houden op Vrijdag, de tiende dag van Augustus 1923, te tien ure 's voormiddags in het Magistraatshof te Johannesburg (Insolventie Hof) om nominaties te ontvangen van kandidaten voor verkiezing, ter aanvulling van gemelde vakature;
(3) dat indien een stemming nodig wordt door dat er meer dan een persoon wettig genomineerd is bij de sluiting van de zitting van voormeld nominatiehof, de bedoelde stemming zal plaatsvinden op Dinsdag, de acht en twintigste dag van Augustus 1923 en zal beginnen om 8 uur in de morgen en sluiten op 8 uur in de avond van die dag;
(4) dat de Weledele Heer R. C. Leathem, Verkiesofficier, Johannesburg, zal zijn en mits deze benoemd wordt tot kiesbeambte bij die verkiezing ter aanvulling van gemelde vakature.

GOD BEHOEDE DE KONING.

Gegeven onder mijn Hand en het Grootzegel van de Unie van Zuid-Afrika, te Durban, deze Veertiende dag van Julie Een duizend Negen honderd Drie en twintig.

ARTHUR FREDERICK,
Goeverneur-generaal.

Op last van Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade.

PATRICK DUNCAN.

✱ No. 149, 1923.]

Under and by virtue of the powers and authorities vested in me by sub-section (2) of section *three* of the Fencing Act, 1912, I do hereby order that, for the purpose of obtaining repayment of the advance (and payment of interest thereon) which has been made by the Government for the erection of a dividing fence between the Vulcan's Bellows Outspan in the District of Stockenstroom and the Oxkraal Native Location in the District of Queenstown, a yearly rate of 5s. (five shillings) sterling shall be levied and collected from each adult male inhabitant of the said location during the calendar years 1924 to 1926, inclusive.

And I do further fix the 1st day of January in each of the said years as the dates upon which the said rate shall be levied and collected;

And I do hereby provide that the amounts of the said rate shall be recoverable in the same manner as any native poll tax or hut tax is by law recoverable in the Province concerned from natives liable to pay such tax.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Thirteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness
the Governor-General-in-Council.

F. S. MALAN.

✱ No. 150, 1923.]

Under and by virtue of the powers and authorities vested in me by sub-section (2) of section *three* of the Fencing Act, 1912, I do hereby order that, for the purpose of obtaining repayment of the advance (and payment of interest thereon), which has been made by the Government for the erection of a dividing fence between the farm Prospect and Sibi's Location in the District of Matatiele, a rate of 6d. sterling (sixpence), shall be levied and collected from each adult male inhabitant of the said location during the calendar year 1924.

And I do further fix the 1st day of January 1924, as the date upon which the said rate shall be levied and collected;

And I do hereby provide that the amount of the said rate shall be recoverable in the same manner as any native poll tax or hut tax is by law recoverable in the Province concerned from natives liable to pay such tax.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Thirteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness
the Governor-General-in-Council.

F. S. MALAN.

✱ No. 151, 1923.]

Under and by virtue of the powers and authorities vested in me by section *three* of the Precious and Base Metals Act, 1908 of the Transvaal (Act No. 35 of 1908) I do hereby declare, proclaim and make known that Iridium shall be and is hereby proclaimed a precious metal within the meaning and for the purposes of the said Act and the Regulations thereto.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Thirteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness
the Governor-General-in-Council.

F. S. MALAN.

M.M. 2219/23.

✱ No. 152, 1923.]

Under and by virtue of the powers and authorities vested in me by sections *fourteen* and *forty* of the Mineral Law Amendment Act, 1907 (Act No. 16 of 1907) and section *five* of the Precious Stones Act Amendment Act (Act No. 27 of 1907) of the Province of the Cape of Good Hope, I do hereby declare, proclaim and make known that prospecting for precious and base minerals and precious stones is prohibited on the Crown land situated in the Province of the Cape of Good Hope, and detailed in the attached Schedule.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Fifteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness
the Governor-General-in-Council.

F. S. MALAN.

M.M. 995/23.

SCHEDULE.

DIVISION OF CALVINIA.

The farm Verdwaalvlei Noord en Zuid—adjoining the Brandvlei Commonage.

CAPE DIVISION.

(1) Certain lots of land marked on Plan Allotment Nos. 27 and 28, Cape Division, each measuring 10 morgen.

DIVISION OF HUMANSDORP.

(1) Remaining extent of Lot No. 119, measuring 131 morgen 210 square roods.

(2) Lot No. 121, measuring 119 morgen 60 square roods.

✱ No. 149, 1923.]

Ingevolge en kragtens die mag en bevoegdheid aan my verleen onder subartiekel (2) van artiekel *drie* van die Omheiningswet, 1912, beveel ek hierby dat, vir die doel om terugbetaling te kry van die voorskot (en betaling van rente daarop) wat deur die Regering toegestaan was vir die oprig van 'n tussenheining tussen die Vulcan's Bellows Uitspan, in die Distrik Stockenstroom, en die Oxkraal Naturelle Lokasie, in die Distrik Queenstown, 'n jaarlikse belasting van 5s. (vyf shillings) sterling sal gehef en geïn word van elke volwasse manlike inwoner van die gesegde lokasie gedurende doe kalenderjare 1924 tot 1926 ingesluit.

En verder bepaal ek die 1ste dag van Januarie in elk een van die genoemde jare as die datums waarop die gesegde belasting sal gehef en geïn word;

En hiermee bepaal ek dat die bedrae van die gesegde belasting op dieselfde manier sal teruggekry word as enige naturelle hoofbelasting of hutbelasting wat in die betrokke Provinsie onder die wet hefbaar is, van naturelle wat onderhewig is aan die betaling van so'n belasting.

GOD BEHOEDE DIE KONING.

Gegewe onder myn Hand en die Grootseël van die Unie van Suidafrika, te Durban, op hierdie Dertiende dag van Julie Eenduisend Negehonderd en Drie-en-twintig.

ARTHUR FREDERICK,
Goewerneurgeneraal.

Op las van Sy Koninklike Hoogheid
die Goewerneurgeneraal-in-Rade.

F. S. MALAN.

✱ No. 150, 1923.]

Ingevolge en kragtens die mag en bevoegdheid aan my verleen onder subartiekel (2) van artiekel *drie* van die Omheiningswet, 1912, beveel ek hierby dat, vir die doel om terugbetaling te kry van die voorskot (en betaling van rente daarop) wat deur die Regering toegestaan was vir die oprig van 'n tussenheining tussen die plaas Prospect en Sibi's Lokasie, in die Distrik Matatiele, 'n belasting van 6d. sterling (ses pennies) sal gehef en geïn word van elke volwasse manlike inwoner van die gesegde lokasie gedurende die kalenderjaar 1924.

En verder bepaal ek die 1ste dag van Januarie 1924 as die datum waarop die gesegde belasting sal gehef en geïn word;

En hiermee bepaal ek dat die bedrag van die gesegde belasting op dieselfde manier sal teruggekry word as enige naturelle hoofbelasting of hutbelasting wat in die betrokke Provinsie onder die wet hefbaar is van naturelle wat onderhewig is aan die betaling van so'n belasting.

GOD BEHOEDE DIE KONING.

Gegewe onder myn Hand en die Grootseël van die Unie van Suidafrika, te Durban, op hierdie Dertiende dag van Julie Eenduisend Negehonderd en Drie-en-twintig.

ARTHUR FREDERICK,
Goewerneurgeneraal.

Op las van Sy Koninklike Hoogheid
die Goewerneurgeneraal-in-Rade.

F. S. MALAN.

✱ No. 151, 1923.]

Onder en krachtens die magte en bevoegdheid my verleen door artiekel *drie* van die Wet op Edele en Onedele Metale, 1908, van die Transvaal (Wet No. 35 van 1908), verklaar, proklameer en maak ek bekend dat Iridium hiermee as 'n edele metaal geproklameer is in die sin en vir die doeleindes van genoemde wet en daarmeegaande Regulasies.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suidafrika, te Durban, hierdie Dertiende dag van Julie Eenduisend Negehonderd Drie-en-twintig.

ARTHUR FREDERICK,
Goeverneurgeneraal.

Op las van Sy Koninklike Hoogheid
die Goewerneur-generaal-in-Rade.

F. S. MALAN.

✱ No. 152, 1923.]

Ingevolge en kragtens die mag en bevoegdheid my verleen deur artiekels *veertien* en *veertig* van die Minerale Wet Wysigingswet, 1907 (Wet No. 16 van 1907), en artiekel *vyf* van die Edelgesteente Wet Wysigingswet, 1907 (Wet No. 27 van 1907), van die Kaap die Goede Hoop, verklaar, proklameer en maak ek hiermee bekend, dat het verbode is te prospekteer naar edele of onedele minerale of edelgesteentes op die Kroongronde gelee in die Provinsie van die Kaap die Goede Hoop, en uiteengeset in die aangehegte bylage.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suidafrika, op Durban, hierdie Vyftiende dag van Julie Eenduisend Negehonderd Drie-en-twintig.

ARTHUR FREDERICK,
Goeverneurgeneraal.

Op las van Sy Koninklike Hoogheid
die Goewerneur-generaal-in-Rade.

F. S. MALAN.

BYLAE.

CALVINIA AFDELING.

Die plaas Verdwaalvlei Noord en Zuid grensende aan die Brandvlei dorpsgronde.

KAAP AFDELING.

Sekere persele grond gemerk op die Kaarttoedelings Nos. 27 en 28, Kaap Afdeling, elk 10 morge groot.

HUMANSDORP AFDELING.

(1) Die orige gedeelte van Perseel No. 119, groot 131 morge 210 vierkante roede.

(2) Perseel No. 121, groot 119 morge 60 vierkante roede.

DIVISION OF KURUMAN.

The farm Donovan, sub-division of the original farm Malakgohli.

DIVISION OF PAARL.

(1) Certain parts of the place called Welbedagt and adjoining land, measuring 14 morgen 15 square roods.

(2) Certain piece of land called Welbedagt Lot A Annex, measuring 23 morgen 142 square roods.

DIVISION OF SWELLENDAM.

(1) The farm Rusticana, a part of Riverside, measuring 99 morgen 150 square roods.

(2) The farm Bachelors Cove, a part of Riverside, measuring 99 morgen 150 square roods.

DIVISION OF UITENHAGE.

Parts of Commando Kraal Estate.

Lot 2A, Block E, measuring 36 morgen 319 square roods.

Lot 1, Block N, called Tanahmas, measuring 23 morgen 375 square roods.

DIVISION OF STELLENBOSCH.

St. Kilda, a portion of the farm Eckendale, measuring 10 morgen 4 square roods 85 square feet.

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* No. 153, 1923.]

Under and by virtue of the powers in me vested by sub-section (1) of section *one* of Act No. 16 of 1914, I do hereby declare, proclaim and make known that I have divided the Magisterial District of Klip River, Province of Natal, into four wards, namely, Wards Colworth, Ladysmith, Sundays River and Elandslaagte, the boundaries of which shall be as set out in the schedule to this Proclamation.

Proclamation No. 62 of 1915 is hereby varied accordingly.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban, this Thirteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness the Governor-General-in-Council.

THOS. WATT.

SCHEDULE.

DEFINITION OF WARD BOUNDARIES—KLIP RIVER DISTRICT.

Ward Colworth.

From the north-western beacon of the farm Boundary Slopes on the western boundary of the Klip River Magisterial District, thence generally north-eastwards and south-eastwards along the boundaries of the following farms so as to include them within this area: Boundary Slopes, Grace Dale, Kruis Fontein, Roode Poort, Driefontein and Rooival to the south-eastern beacon of the last-named farm; thence generally southwards and westwards along the boundaries of the following farms so as to include them within this area: Rooival, Spitzkop, Quaggas Drift, Paardekraal, Schoon Fontein, Cool Fontein, Nooitgedacht, 10 and 20 of Blue Bank Settlement, Ruther Glen to the southern beacon of the last-named farm on the western boundary of the magisterial district; thence generally westwards and northwards along the boundary of the Klip River Magisterial District to the north-western beacon of the farm Boundary Slopes the place of beginning.

Ward Ladysmith.

From the western beacon of the farm Braemar on the boundary of the magisterial district generally northwards and eastwards along the boundaries of the following farms so as to include them within this area: Braemar, Rietfontein, Warrock, 9, 5, 4, 3, 2 and 1 of Blue Bank Settlement, Pooteneas Spruit, Kleinfontein, Walkers Hoek, Kirkin Tulloch, Riversdale, Burford, Rietfontein, Riet Kuil to the north-eastern beacon of the last-named farm; thence generally southwards along the boundaries of the following farms so as to include them within this area: Rietkuil, Piets Hoek of Rietfontein, Lombards Kop, Modder Spruit, Weltevreden and Pietershoek to the south-eastern beacon of the last-named farm on the boundary of the Klip River Magisterial District; thence generally westwards and northwards along the boundary of the magisterial district to the western beacon of the farm Braemar the place of beginning.

Ward Sundays River.

From the south-western beacon of the farm Little Niagara on the boundary of the magisterial district generally northwards along the boundaries of the following farms so as to include them within this area: Little Niagara, Doornkloof, Vlak Plaats, Georgina, Kleinefontein, and Trek Boer to the northern beacon of the last-named farm, thence generally eastwards along the boundaries of the following farms so as to include them within this area: Trek Boer, Small Hoek, Driefontein and Oliphants Kop to the northern beacon of the last-named farm on the boundary of the magisterial district, thence generally southwards and westwards along the boundary of the magisterial district to the south-western beacon of the farm Little Niagara the place of beginning.

Ward Elandslaagte.

From the southern beacon of the farm Jackal's Spruit on the boundary of the Klip River Magisterial District generally northwards, eastwards and southwards along the boundaries of the magisterial district to the eastern beacon of the farm Braakfontein; thence generally southwards and westwards along the boundaries of the following farms so as to include them within this area Braakfontein, Eilands Leegte, The Junction, Schaapplaats, Matuanas Hoek, Compensation, Klipfontein, Doornhoek, Roodekop, Lekkerwater, New Forest, Jackal's Retreat to the southern beacon of the farm Jackals Spruit the place of beginning.

KURUMAN AFDELING.

Die plaas Donovan, onderafdeling van die oorspronkelike plaats Malakgohli.

PAARL AFDELING.

(1) Sekere gedeeltes van die plek genoem Welbedagt en aangrensende grond groot 14 morge 15 vierkante roede.

(2) Sekere stuk grond genoem Welbedagt Perseel A Anneks, groot 23 morge 142 vierkante roede.

SWELLENDAM AFDELING.

(1) Die plaas Rusticana, gedeelte van Riverside, groot 99 morge 150 vierkante roede.

(2) Die plaas Bachelor's Cove, gedeelte van Riverside, groot 99 morge 150 vierkante roede.

UITENHAGE AFDELING.

Gedeeltes van die Kommandokraal Estate.

Perseel 2A, Blok E, groot 36 morge 319 vierkante roede.

Perseel 1, Blok N, genoem Tanahmas, groot 23 morge 375 vierkante roede.

STELLENBOSCH AFDELING.

St. Kilda, gedeelte van die plaas Eckendale, groot 10 morge 4 vierkante roede 85 vierkante voet.

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* No. 153, 1923.]

Ingevolge en krachtens de bevoegdheden mij verleend door subartikel (1) van artikel *een* van Wet No. 16 van 1914, verklaar, proklameer en maak ik hierdoor bekend dat ik het Magistraatsdistrikt Kliprivier, in de Provincie Natal, in vier wijken verdeeld heb, namelik, de wijken Colworth, Ladysmith, Zondagsrivier en Elandslaagte, waarvan de grenzen zijn als uiteengezet in de bijlage van deze Proklamatie.

Proklamatie No. 62 van 1915 wordt hierdoor dienovereenkomstig gewijzigd.

GOD BEHOEDE DE KONING.

Gegeven onder mijn Hand en het Grootzegel van de Unie van Zuid-Afrika te Durban, heden de Dertiende dag van Julie Een duizend Negen honderd Drie en twintig.

ARTHUR FREDERICK,
Goeverneur-generaal.

Op last van Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade.

THOS. WATT.

BIJLAGE.

DEFINITIE VAN WIJKGRENZEN—DISTRIKT KLIPRIVIER.

Wijk Colworth.

Van het noordwestelike baken van de plaats Boundary Slopes op de westelike grens van het Magistraatsdistrikt Kliprivier over het algemeen noordoostwaarts en zuidoostwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Boundary Slopes, Grace Dale, Kruisfontein, Roodepoort, Driefontein en Rooival naar het zuidoostelike baken van de laatstgenoemde plaats; dan over het algemeen zuidwaarts en westwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Rooival, Spitzkop, Quaggasdrift, Paardekraal, Schoonfontein, Coolfontein, Nooitgedacht, 10 en 20 van Blauwbank Nederzetting, Ruther Glen naar het zuidelike baken van de laatstgenoemde plaats op de westelike grens van het magistraatsdistrikt; dan over het algemeen westwaarts en noordwaarts langs de grens van het Magistraatsdistrikt Kliprivier naar het noordwestelike baken van de plaats Boundary Slopes, het punt van uitgang.

Wijk Ladysmith.

Van het westelike baken van de plaats Braemar op de grens van het magistraatsdistrikt over het algemeen noordwaarts en oostwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Braemar, Rietfontein, Warrock, 9, 5, 4, 3, 2 en 1 van Blauwbank Nederzetting, Pooteneas Spruit, Kleinfontein, Walkershoek, Kirkin Tulloch, Riversdale, Burford, Rietfontein, Rietkuil naar het noordoostelike baken van de laatstgenoemde plaats; dan over het algemeen zuidwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Rietkuil, Pietshoek van Rietfontein, Lombardskop, Modderspruit, Weltevreden en Pietershoek naar het zuidoostelike baken van de laatstgenoemde plaats op de grens van het Magistraatsdistrikt Kliprivier dan over het algemeen westwaarts en noordwaarts langs de grens van het magistraatsdistrikt naar het westelike baken van de plaats Braemar, het punt van uitgang.

Wijk Zondagsrivier.

Van het zuidwestelike baken van de plaats Little Niagara op de grens van het magistraatsdistrikt over het algemeen noordwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Little Niagara, Doornkloof, Vlakplaats, Georgina, Kleinefontein en Trekboer naar het noordelike baken van de laatstgenoemde plaats; dan over het algemeen oostwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Trekboer, Small Hoek, Driefontein en Oliphants Kop naar het noordelike baken van de laatstgenoemde plaats op de grens van het magistraatsdistrikt; dan over het algemeen zuidwaarts en westwaarts langs de grens van het magistraatsdistrikt naar het zuidwestelike baken van de plaats Little Niagara, het punt van uitgang.

Wijk Elandslaagte.

Van het zuidelike baken van de plaats Jackalspruit op de grens van het Magistraatsdistrikt Kliprivier over het algemeen noordwaarts, oostwaarts en zuidwaarts langs de grenzen van het Magistraatsdistrikt naar het oostelike baken van de plaats Braakfontein; dan over het algemeen zuidwaarts en westwaarts langs de grenzen van de volgende plaatsen, zodat ze in dit gebied ingesloten worden: Braakfontein, Eilandsleegte, The Junction, Schaapplaats, Matuanashoek, Compensation, Klipfontein, Doornhoek, Roodekop, Lekkerwater, New Forest, Jackal's Retreat naar het zuidelike baken van de plaats Jackalspruit, het punt van uitgang.

✱ No. 154, 1923.]

Whereas it has been made to appear to me desirable that the name "Voor Sneeuwberg" assigned to one of the Wards in the District of Murraysburg by Proclamation No. 212 of the 30th November, 1920, should be changed to "Lager Sneeuwberg";

Now, therefore, under and by virtue of the powers in me vested by section *one* of Act No. 16 of 1914, I do hereby declare, proclaim and make known that from and after the date of publication hereof, the said Ward "Voor Sneeuwberg" shall be known as "Lager Sneeuwberg" and that the aforesaid Proclamation No. 212 of 1920 shall be and is hereby amended accordingly.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Durban this Thirteenth day of July One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness the Governor-General-in-Council.

THOS. WATT.

✱ No. 154, 1923.]

Nademaal mij de wenselikheid aangetoond is dat de naam "Voor Sneeuwberg" gegeven aan een van de wijken in het Distrikt Murraysburg bij Proklamatie No. 212 van 30 November 1920, veranderd worde in "Lager Sneeuwberg";

Zo is het, dat ik, ingevolge en krachtens de bevoegdheden mij verleend door artikel *een* van Wet No. 16 van 1914, hierdoor verklaar, proklameer en bekend maak, dat van en na de datum van verschijning hiervan de gezegde wijk "Voor Sneeuwberg" bekend zal zijn als "Lager Sneeuwberg" en dat de voorzegde Proklamatie No. 212 van 1920 hierbij dienovereenkomstig gewijzigd wordt en is.

GOD BEHOEDE DE KONING.

Gegeven onder mijn Hand en het Grootzegel van de Unie van Zuid-Afrika, te Durban, deze Dertiende dag van Julie, Een duizend Negen honderd drie en twintig.

ARTHUR FREDERICK,
Goeverneur-generaal.

Op last van Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade.

THOS. WATT.

Government Notices—*Goevernements Kennisgevingen.*

DEPARTMENT OF THE PRIME MINISTER.

The following Government Notice is published for general information.

E. F. C. LANE,
Secretary to the Prime Minister.

Prime Minister's Office, Pretoria.

✱ No. 1223.] [25th July, 1923.

At an Investiture held at King's House, Durban, on Friday, the 13th July, His Royal Highness the Governor-General, on behalf of His Majesty the King, handed Letters Patent of Knighthood to the Honourable Sir George Thomas Plowman, C.M.G., and invested Mrs. Mildred Maynard with the Badge of a Member of the Most Excellent Order of the British Empire.

DEPARTEMENT VAN DIE EERSTE MINISTER.

De volgende Goevernements Kennisgeving wordt hiermede ter algemene informatie gepubliceerd.

E. F. C. LANE,
Sekretaris van de Eerste Minister.

Kantoor van de Eerste Minister, Pretoria.

✱ No. 1223.] [25 Julie 1923.

Op een investituur gehouden te King's House, Durban, op Vrijdag, 13 Julie, heeft Zijn Koninklike Hoogheid de Goeverneur-generaal, uit naam van Zijn Majesteit de Koning, Patent Brieven van Ridderschap overhandigd aan Zijn Edelachtbare Sir George Thomas Plowman, C.M.G., en Mevrouw Mildred Maynard bekleed met het Ordeteken van Lid van de Meest Voortreffelik Orde van het Britse Rijk.

DEPARTMENT OF NATIVE AFFAIRS.

The following Government Notice is published for general information.

G. A. GODLEY,
Acting Secretary for Native Affairs.

Department of Native Affairs, Pretoria.

✱ No. 1222.] [25th July, 1923.

It is hereby notified for general information that His Royal Highness the Governor-General has been pleased, in terms of section *forty-two* of Proclamation No. 112 of 1879 (Cape), to approve of the cancellation of the boundaries of Location No. 1, Mafadobo, Location No. 2, Goxe, Location No. 3, Mtafuna, and Location No. 4, Nqutu, all in the District of Mount Ayliff, and defined in Government Notice No. 393 of 1904 (Cape), and of the substitution therefor of three locations to be numbered 1, 3, and 4, called Mafadobo, Mtamvuna, and Nqutu respectively, and defined as shown in the Schedule hereto attached.

SCHEDULE.

LOCATION No. 1, MAFADOBO.

From a point on the Mtamvuna River where the Pondoland Border Fence strikes it; thence westward along that fence until it strikes the main road at Fort Donald Trading Station; thence northward along that road to the Fort Donald Plantation eastward then northward along the fence of that plantation to the point nearest the source of the Matatiyele or Malowa Stream, from that point eastward to the course of the Matatiyele Stream, along that stream to its junction with the Mahlangaleni Stream, up the Mahlangaleni Stream to its source; thence in a straight line across the Sipolo Ridge to the source of the Nkomakomeni Stream, down that stream to its junction with the Mafadobo Stream, down that stream to its junction with the Mtamvuna River, and down that river to the point first mentioned.

LOCATION No. 3, MTAMVUNA.

From the junction of the Mahlangaleni and Goxe Streams; thence up the Goxe Stream to its junction with the Nkilande Stream, up that stream to its source, then along the watershed to a point on the Ngele Mountain, on the Mount Currie border (crest of Ngele Mountain) to the Natal Border Fence, down that fence to where it strikes the Mafadobo Stream, then down that stream to its junction with the Nkomakomeni Stream, up that stream to its source; thence across the Sipolo Ridge in a straight line to the source of the Mahlangaleni Stream, down that stream to the point first mentioned.

LOCATION No. 4, NQUTU.

From a point on the fence of the Fort Donald Plantation nearest the source of the Matatiyele or Malowa Stream, northward then westward along that fence to where it strikes the main

DEPARTEMENT VAN NATURELLEZAKEN.

Die volgende Goewernementskennisgewing word vir algemene informasie gepubliseer.

G. A. GODLEY,
Waarnemende Sekretaris vir Naturellesake.

Departement van Naturellesake, Pretoria.

✱ No. 1222.] [25 Julie 1923.

Vir algemene informasie word hierby bekendgemaak dat dit Sy Koninklike Hoogheid die Goewerneurgeneraal behaag het, kragtens artiekel *twee-en-veertig* van Proklamasie No. 112 van 1879 (Kaap), die herroeping goed te keur van die grense van Lokasie No. 1, Mafadobo, Lokasie No. 2, Goxe, Lokasie No. 3, Mtafuna en Lokasie No. 4, Nqutu, almal in die Distrik Mount Ayliff, en omskrywe in Goewernemenstkennisgewing No. 393 van 1904 (Kaap), en in die plek daarvan te stel die drie lokasies genommer 1, 3 en 4, genoemd Mafadobo, Mtamvuna en Nqutu respektiewelik en omskrywe soos aangetoon word in die bylage wat hieraan geheg is.

BYLAGE.

LOKASIE No. 1, MAFADOBO.

Van 'n punt op die Mtamvunarivier, waar dit in aanraking kom met die Pondoland Grensheining; daarvandaan weswaarts langs daardie heining totdat dit in aanraking kom met die grootpad by Fort Donald Handelstasie; daarvandaan noordwaarts langs daardie pad na die Fort Donald Plantasie; ooswaarts dan noordwaarts langs die heining van daardie plantasie na die punt naaste aan die oorsprong van die Matatiyele- of Malowastroom; van daardie punt ooswaarts tot die oorsprong van die Matatiyelestroom, langs daardie stroom tot by sy aansluiting met die Mahlangalenistroom, langs die Mahlangalenistroom op na sy oorsprong; daarvandaan in 'n reguit lyn oor die Sipolo Rand na die oorsprong van de Nkomakomenistroom, langs daardie stroom af tot by sy aansluiting met die Mafadobostroom, af langs daardie stroom tot by sy aansluiting met die Mtamvunarivier en langs daardie stroom af tot aan die eersgenoemde punt.

LOKASIE No. 3, MTAMVUNA.

Van die aansluiting van die Mahlangaleni en Goxestroom; daarvandaan op langs die Goxestroom tot by sy aansluiting met die Nkilandestroom, langs daardie stroom op tot aan sy oorsprong, dan langs sy waterskeiding tot 'n punt op die Ngele Berg, op die Mount Currie grens (top van Ngele Berg) tot aan die Natal Grensheining, af langs daardie heining tot waar dit in aanraking kom met die Mafadobostroom, dan langs daardie stroom af tot waar dit aansluit by die Nkomakomenistroom, langs daardie stroom op tot by sy oorsprong; daarvandaan oor die Sipolo Rand in 'n reguit lyn na die oorsprong van die Mahlangalenistroom, langs daardie stroom af tot by die eersgenoemde punt.

LOKASIE No. 4, NQUTU.

Van 'n punt aan die heining van die Fort Donald Plantasie naaste aan die oorsprong van die Matatiyele of Malowastroom, noordwaarts dan weswaarts langs daardie heining tot waar dit in aanraking kom met die grootpad na Kokstad, noordwaarts langs daardie pad tot dit in aanraking kom met die Nqutu Rand,

road to Kokstad, northwards along that road till it strikes the Nqutu Ridge, along that ridge past Mfenqa's Kraal, across the neck; thence up the opposite ridge to the Mount Currie Border Fence on the south-west slope of the Ngele Mountain, along that fence eastward to a point on the Ngele Mountain where it is struck by a stony ridge below the krantz, down the watershed of that ridge to the source of the Nkilande Stream to its junction with the Matatiyele or Malowa Stream, up that stream to its source; thence in a straight line to the point first mentioned.

DEPARTMENT OF THE INTERIOR.

The following Government Notice is published for general information.

H. N. VENN,
Acting Secretary for the Interior.

Department of the Interior, Pretoria.

* No. 1195.] [23rd July, 1923.

His Royal Highness the Governor-General has been pleased, under the provisions of section *six* (*a*) of the Public Archives Act, 1922 (Act No. 9 of 1922), to approve of the following regulations governing the admission of the public to archives depots and the inspection by the public of the public archives.

RULES AND REGULATIONS RESPECTING THE PUBLIC USE OF THE ARCHIVES IN THE UNION OF SOUTH AFRICA.

1. Public Archives of the Union of South Africa, up to and including the year 1885, shall be made available to the public as from the 1st July, 1922, the date of promulgation of the Public Archives Act, 1922, and every year after that date the public archives for a further complete period of one year shall be made so available.

A searcher desiring access to documents of later date, may, however, make application, through the officer in charge of the archives, to the Minister concerned for permission to inspect them.

2. Archives depots shall be open between the hours of 9.15 a.m. and 1 p.m., and 2 p.m. and 4.30 p.m. on weekdays, and 9.15 a.m. and 12 noon on Saturdays, on all days when the public offices are open for business. No document shall be fetched from the repository after 4 p.m. on weekdays and 11.30 a.m. on Saturdays.

3. Every person making use of the records for research purposes shall write his or her name, occupation, and full address, daily, in a book to be kept for the purpose.

4. Every person desiring to inspect or search any record or document shall give a separate ticket, clearly written and signed, for each document or record required, and such ticket shall be given to the officer in charge of the room before any record or document can be produced to the applicant. A fresh ticket daily, or a ticket bearing the words "Kept out," shall be required for every record and document retained in the search-room from one day to another for the convenience of any searcher.

5. Records and documents, when no longer required by the person to whom they have been produced, shall forthwith be returned to the officer in charge of the room, or to an attendant, who shall give in exchange the tickets referring to them, and every person shall be held responsible for the records or documents issued to him as long as his ticket shall remain in the possession of an official of the Archives.

6. No person shall be allowed more than three records or documents simultaneously at any time except by special permission of the official in charge.

7. Records or documents of exceptional value and those in fragile condition shall be produced singly, or may be withheld, or produced subject to such conditions as the official in charge shall, in the particular case, think necessary for their safety and integrity.

8. The greatest care must be exercised in handling all books and documents. No person shall lean upon any records, documents, or books belonging to the Archives, or place upon them the paper on which he or she is writing. In case a reader desires to follow with his finger the passage he is copying, he must put a slip of paper under his hand; his uncovered hand must not rest on the manuscript. No person shall touch the manuscript or page he is copying with the hand in which he holds his pen, nor shall he put the manuscript or volume between the inkstand and paper on which he is working. As a general rule, the books, while in use, shall be placed upon book-rests.

9. Should any person using the records stain any manuscript, he shall report the matter at once to the officer in charge, and should he see a stain of recent date he should likewise report it, in order to clear himself of the responsibility. It is requested that any defect in, or damage to, a manuscript or volume be pointed out to the officer in charge.

10. No person shall make any mark in pencil or otherwise upon any record, document, or book belonging to the Archives.

11. Tracings or photographs of records or documents shall not be made by any person without specific permission from the Keeper of the Archives or his deputy, and then only in a manner approved by him, and under his supervision.

12. Records, documents, or printed books belonging to the Archives shall not be removed from the shelves except by one of the officials in charge; and no person shall be permitted, under any circumstances, to enter the repository except he be accompanied by an official of the Archives department.

13. No person using the Archives shall remove any record or document from one room to another without specific permission of the officer in charge. Subject to the provisions of regulation No. 15, no record or document shall be taken outside the archives depot without authority, such authority being a competent Court of Law or the Minister of the State department entrusted with the charge of the Archives.

langs daardie rand, verby Mfenqa's Kraal, oor die nek; daarvandaan op teen die oorkantse rand na die Mount Currie Grensheining op die suidwestelike hang van die Ngele Berg, langs daardie heining ooswaarts na 'n punt op die Ngele Berg waar dit in aanraking kom met 'n klipagtige rand onder die krans, af oor die waterskeiding van daardie rand na die oorsprong van die Nkilandestroom, tot by sy aansluiting met die Matatiyele of Malowastroom, langs daardie stroom op tot aan sy oorsprong; daarvandaan met 'n reguit lyn na die eersgenoemde punt.

DEPARTEMENT VAN BINNELANDSE SAKE.

Die volgende Goewermentskennisgewing word ter algemene informasie bekendgemaakt.

H. N. VENN,
Waarnemende Sekretaris vir Binnelandse Sake.

Departement van Binnelandse Sake, Pretoria

* No. 1195.] [23 Julie 1923.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal behaag om, ooreenkomstig die bepalinge van artiekel *ses* (*a*) van die Wet op die Openbare Argief, 1922 (Wet No. 9 van 1922), sy goedkeuring te skenk aan die volgende regulasies met betrekking tot die toelating van die publiek tot argiefdepots en die inspeksie deur die publiek van die openbare argiewe.

REGULASIES MET BETREKKING TOT DIE OPENBARE GEBRUIK VAN DIE ARGIEWE VAN DIE UNIE VAN SUID-AFRIKA.

1. Die Openbare Dokumente van die Unie van Suidafrika tot en met inbegrip van die jaar 1885, sal vir die gebruik van die publiek beskikbaar gestel word vanaf 1 Julie 1922, die datum waarop die Wet op die Openbare Agrief, 1922, in werking tree, en elk jaar na gemelde datum sal die dokumente vir 'n verder volle jaar beskikbaar gestel word.

Een navorser egter wat dokumente van 'n later datum wil nasien, kan deur middel van die hoof van die betrokke Argief die betrokke Minister se toestemming daartoe vra.

2. Argief-depots sal ope wees tussen die ure 9.15 v.m. en 1 n.m. en 2 n.m. en 4.30 n.m. op weekdae en tussen 9.15 v.m. en 12 middag op Saterdae, op alle dae waarop die publieke kantore vir gewone werksaamhede ope is. Geen dokumente word uit die bewaarplek gehaal nie na 4 n.m. op weekdae, en 11.30 v.m. op Saterdae.

3. Iemand wat die dokumente vir navorsingsdoeleindes wil gebruik moet sy naam, beroep, en volledige adres dageliks opteken in die boek wat vir daardie doel sal gehou word.

4. Iemand wat verlang om 'n dokument of ander stuk te raadpleeg of na te vors sal 'n aparte kaartjie, duidelik ingevul en onderteken, opgee ten aansien van elk verlangde dokument en sodanig kaartjie moet oorhandig word aan die opsiener oor die kamer voordat enig dokument aan die applikant kan voorgelê word. Een nuwe kaartjie daagliks, of 'n kaartjie met die woord "uitgehou," word vereis ten aansien van ieder dokument of stuk wat vir die gerief van een navorser van die een dag na die ander in die Nasoekkamer agtergehou word.

5. Dokumente en ander stukke moet, sodra as die persoon aan wie hulle uitgereik is hulle nie langer nodig het nie, teruggegee word aan die opsiener oor die kamer of aan 'n bediende, wat in ruil daarvoor die kaartjies sal teruggee wat op hulle betrekking het. Elk persoon sal verantwoordelik wees vir die dokumente of ander stukke wat aan hom uitgereik is, solank as sy kaartjie in besit bly van 'n beampte van die Argief.

6. Niemand sal meer as drie dokumente of ander stukke tegelyk toegelaat word nie, behalwe met die spesiale toestemming van die toesighoudende beampte.

7. Dokumente en ander stukke van buitengewone waarde of van 'n baie breekbare aard sal een vir een uitgereik word of kan geweier word of kan oorhandig word op sodanige voorwaardes as die toesighoudende beampte in elk besonder geval mag nodig ag ter versekering van hul veiligheid en onskendbaarheid.

8. Alle boeke en dokumente moet met die grootste voorsigtigheid gehanteer word. Niemand sal op enige dokument, boek of ander stuk wat aan die Argief behoort leun nie of die papier waarop hy skryf daarop lê nie Ingeval 'n leser die stuk wat hy besig is om 'n afskrif van te maak met sy vinger wil nagaan, moet hy 'n stuk papier onder sy hand plaas; sy kaal hand moet nie op die manuskrip rus nie. Niemand sal die manuskrip of bladsy wat hy besig is om 'n afskrif van te maak, met die hand waarmee hy sy pen hou aanraak nie, en sal ook nie die manuskrip of boekdeel plaas nie tussen die inkpot en die papier waarop hy besig is om te skryf. In die reël moet die boeke op boekruste geplaas word solank as hulle in gebruik is.

9. As iemand, terwyl hy die dokumente gebruik 'n manuskrip bevlek moet hy dit dadelik aan die toesighoudende beampte rapporteer. As hy 'n resente vlek aantref moet hy dit ook rapporteer (teneinde hom van verantwoordelikheid daarvoor te bevry). Die versoek word gemaak dat enige gebrek of beskadiging van 'n manuskrip of boekdeel onder die aandag van die opsighoudende beampte sal gebring word.

10. Niemand moet met 'n potlood of ander iets enige merk maak nie op 'n dokument of boekdeel wat aan die Argief behoort.

11. Natreksels of portrette van dokumente sal deur niemand gemaak word nie sonder die spesiale toestemming van die Argivaris of sy plaasvervanger, en dan slegs op 'n wyse deur hom goedgekeur en onder sy toesig.

12. Dokumente, boekdele, of ander stukke, wat aan die Argief behoort sal nie van die rakke afgehaal word nie behalwe deur een van die toesighoudende beamptes; en niemand sal onder enige omstandighede toegang tot die bewaarplek van die dokumente verleen word nie, tensy in de geselskap van 'n beampte van die Argief-departement.

13. Niemand wat van die Argief gebruik maak sal een dokument of ander stuk van die een kamer na die ander oorbring nie sonder die uitdruklike toestemming van die toesighoudende beampte. Behalwe ooreenkomstig die bepalinge van regulasie No. 15 sal geen dokument of ander stuk buite die argiefgebou geneem word nie sonder behoorlike magtiging, nl. magtiging van 'n bevoegde Geregshof of van die Minister van die Staatsdepartement waaraan die sorg van die Argief toevertrou is.

14. The fees payable for searches and copies of documents shall be such as are set forth in Government Notice No. 1573 of 27th November, 1918. Students shall be permitted to make researches and copies free of charge for literary or scientific purposes, upon their stating clearly the scope of their studies.

15. Documents may be temporarily transferred from one archive depot to another for purposes of historical research in cases where the keeper is satisfied that the document is not otherwise available, and that the searcher cannot go to the depot in which the document is permanently housed. The expenses involved in such transfer shall be payable by the searcher, and a deposit to cover such expenses shall be obtained from him before the transfer is made.

16. Every person who makes use of the Archives shall forward for the use of the archive depot in which search was made one or more copies, at the discretion of the keeper, of every work published from material supplied by documents produced to him in that depot.

17. No umbrellas, sticks, or bags shall be taken into the search-room, and no parcels shall be placed upon the tables.

18. Silence shall be maintained in the search-room.

19. Smoking and the lighting of matches shall be prohibited in any place where documents are stored or handled.

20. The official in charge of the search-room shall be empowered to exclude any persons for any of the following reasons:—

Wilful breach of any of the foregoing rules and regulations; persistent disregard of the authority of an Archives official; damage of any sort to any record or article belonging to the Archives; conduct, language, habits, unseemly dress, or any other matter offensive or likely to be reasonably offensive to others using the Archives; provided always that the exclusion of any person and the cause thereof shall be notified in writing by the official concerned to the keeper, who shall inquire into the circumstances, and whose order, unless reversed by the Minister, shall be final.

21. Any infringement of these regulations may entail the suspension or withdrawal of permission to work in the Archives.

DEPARTMENT OF PUBLIC HEALTH.

The following Government Notices are published for general information.

E. N. THORNTON,
Acting Secretary for Public Health.

Department of Public Health.

✲ No. 1224.] [25th July, 1923.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *sixty-four* of the Medical and Pharmacy Act, No. 34 of 1891 (Cape), to approve of the following additions to regulations No. 12 and No. 13 respectively, for medical practitioners framed by the Colonial Medical Council in terms of section *twenty* of the said Act:—

Addition to Regulation No. 12—
University of Capetown; M.B.; Ch.B.

Addition to Regulation No. 13—
University of Capetown; Diploma in Public Health.

✲ No. 1225.] [25th July, 1923.

Notice is hereby given, pursuant to regulation *two* of the regulations made under the Medical, Dental and Pharmacy Further Amendment Act, No. 5 of 1909 (Transvaal); that an election of one member of the Transvaal Pharmacy Board, to serve during the period expiring on 31st December, 1925, is about to be held to fill the vacancy caused by the resignation of Mr. Alexander Anderson.

Every registered chemist and druggist is eligible to be nominated as a candidate.

Each candidate must be nominated by a separate nomination paper, but any person entitled to vote at the election may sign the nomination paper of a candidate.

Every nomination paper must state the christian name and surname of the candidate nominated, and must be signed by not fewer than two registered chemists and druggists, and also by the person nominated, acknowledging that he consents to be nominated, and the address of each one so signing must be appended to his signature.

Every nomination paper must be delivered by post or otherwise before 4 o'clock in the afternoon of the 17th August, 1923, addressed to E. Herbert, Esquire, P.O. Box 2879, Johannesburg, or at his office in Education Buildings, Von Brandis Street, Johannesburg, where forms of nomination may, on application by post or otherwise, be obtained.

Every nomination paper in respect of which any of these regulations has not been complied with, or which is not received at the address and before the time above stated, will be invalid.

DEPARTMENT OF FINANCE.

The following Government Notices are published for general information.

J. J. I. MIDDLETON,
Acting Secretary for Finance.

Treasury, Pretoria.

✲ No. 1197.] [20th July, 1923.

It is hereby notified that His Royal Highness the Governor-General under the powers in him vested by section *one* of the Rent Act, 1920 (Act No. 13 of 1920) and its various extensions, has been pleased to appoint Michael John Lyne as Chairman of the Rent Board constituted for the Magisterial District of Malmesbury, *vice* Frederick Maurice Warner Roberts, retired.

14. Die fooie betaalbaar vir nasoek en kopieë van dokumente is vasgestel in Goewermentskennisgewing No. 1573 van 27 November, 1918. Studente word toegelaat om sonder betaling navorsinge uit te voer en kopië te maak vir letterkundige of wetenskaplike doeleindes; mits hulle duidelik die omvang van hul studies aangee.

15. Een dokument kan tydelik van die een argief na die ander oorgebring word vir geskiedkundige navorsing in geval die Argivaris oortuig is dat die dokument nié op 'n ander wijse beskikbaar is nie en dat die navorser nie na die plek kan gaan nie waar die dokument permanent gehuisves is. Die onkoste daaraan verbonde moet deur die navorser betaal word en 'n deposito om sodanige onkoste te dek moet van hom verkry word voordat die dokument oorgebring word.

16. Iemand wat hom van de Argief bedien sal vir die eie gebruik van die Argief-depot waar hy sy navorsing uitgevoer het een of meer kopieë (na goeddunking van die Argivaris) stuur van enig gepubliseerde werk gegrond op materiaal geput uit dokumente wat aan hom in gemelde depot verstrek is.

17. Sambrele, stokke of sakke sal nie in die nasoekkamer ingeneem word nie, en pakkies sal nie op die tafels geplaas word nie.

18. Stilte moet in die nasoekkamer bewaar word.

19. Dis verbode om te rook of vuurhoutjies te trek in 'n plek waar dokumente bewaar of gehanteer word.

20. Die beampte wat toesig oor die nasoekkamer het, sal die reg hê om toegang aan enig iemand te weier om een van die volgende redes:—

Moedwillige oortreding van een van die voorafgaande reëls en regulasies; voortdurende verontagsaming van die gesag van die argiefbeampte; beskadiging van enigerlei aard van enig dokument of voorwerp wat aan die Argief behoort; gedrag, taal, gewoontes, onbehoorlike kleredrag of enig ander saak wat hinderlik is of hinderlik sal kan wees aan ander gebruikmakers van die Argief; met die verstandhouding egter dat die uitsluiting van iemand en die redes daarvoor deur die betrokke argiefbeampte skriftelik sal bekendgemaak word aan die Argivaris, wat die omstandighede sal ondersoek en wat se beslissing finaal sal wees tensy verander deur die Minister.

21. Oortreding van hierdie regulasies kan as gevolg hê die opskorting of terugtrekking van vergunning om in die Argief te werk.

DEPARTEMENT VAN VOLKSGESONDHEID.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

E. N. THORNTON,
Waarnemende Sekretaris vir Volksgesondheid.

Departement van Volksgesondheid, Pretoria.

✲ No. 1224.] [25 Julie 1923.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal behaag om, ooreenkomstig die bepalinge van artikel *vier-en-sestig* van die Geneeskundige en Aptekerswet, No. 34 van 1891 (Kaap), sy goedkeuring te skenk aan die volgende toevoeginge tot regulasies No. 12 en No. 13, respektieflik, vir Geneeskundige Praktisyns, deur die Koloniale Geneeskundige Raad opgestel ooreenkomstig artikel *twintig* van genoemde wet:—

Toevoeging tot Regulasie No. 12—
Universiteit van Kaapstad M.B., Ch.B.

Toevoeging tot Regulasie No. 13—
Universiteit van Kaapstad: Diploma in die Openbare Gesondheid.

✲ No. 1225.] [25 Julie 1923.

Kennis geskied hiermee, ooreenkomstig regulasie 2 van die Regulasies opgestel deur die Geneeskundige Tandarts en Aptekers Verdere Wysigingswet, No. 5 van 1909 (Transvaal), dat die verkiesing van een lid van die Transvaalse Aptekersbestuur om te dien gedurende die tydperk eindigende op 31 Desember 1925, staan gehou te word om die vakature aan te vul wat bestaan het deur die bedanking van Mnr. Alexander Anderson.

Elk geregistreerde apteker en drogis is bevoeg om as kandidaat genomineer te word.

Elk kandidaat moet deur middel van 'n afsonderlike nominasiebrief genomineer word maar enigeen wat geregtig is om te stem by die verkiesing kan die nominasiebrief van die kandidaat onderteken.

Elk nominasiebrief moet die voorname en van die genomineerde kandidaat aangee en moet geteken word deur minstens twee geregistreerde aptekers en drogiste en ook deur die genomineerde persoon as blyk dat hy toestem om genomineer te word, en die adres van elk ondertekenaar moet agter sy handtekening voeg.

Elk nominasiebrief moet oor die pos of andersins gelewer word voor 4 uur in die namiddag van 17 Augustus 1923, geadresseer aan Mnr. E. Herbert, Posbus 2879, Johannesburg, of by sy Kantoor in Education Buildings, Von Brandisstraat, Johannesburg, ingedien word, waar blanke nominasiebriewe kan verkry word op aansoek per pos of andersins.

Elk nominasiebrief wat nie voldoen aan die vereistes van hierdie regulasies nie of wat nie op die aangeduide adres en voor bogenoemde tyd ontvang word nie sal ongeldig wees.

DEPARTEMENT VAN FINANCIEËN.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

J. J. I. MIDDLETON,
Waarnemende Sekretaris voor Financiëen.

Thesaurie, Pretoria.

✲ No. 1197.] [20 Julie 1923.

Hiermede wordt bekendgemaakt dat het Zijn Koninklike Hoogheid de Goevernieur-generaal behaagd heeft ingevolge de bevoegdheid hem verleend met artikel *een* van de Wet op Huurgelden, 1920 (Wet No. 13 van 1920), en de verschillende uitbreidingen daarvan, Michael John Lyne te benoemen tot Voorzitter van de Huurraad, aangesteld voor het Magistraatsdistrikt Malmesbury, in plaats van Frederick Maurice Warner Roberts, afgetreden.

✱ No. 1203.] [21st July, 1923.

It is hereby notified that His Royal Highness the Governor-General, under the powers in him vested by section *one* of the Rents Act, 1920 (Act No. 13 of 1920), and its various extensions, has been pleased to appoint Stefanus Andreas Lombard to act as Chairman of the Rent Board constituted for the Magisterial District of De Aar, *vice* Johannes Andreas Verschuur, transferred.

✱ No. 1204.] [23rd July, 1923.

Statement, under the provisions of section *six* of Act No. 31 of 1920, of the gold certificates issued, redeemed, and outstanding, and of the gold held for redemption of the certificates on Saturday, the 21st July, 1923:—

Gold certificates issued up to 14th July, 1923	£10,331,006
Gold certificates issued during the week ended 21st July, 1923	Nil.
	£10,331,006
Gold certificates redeemed	91,933
Gold certificates outstanding at 21st July, 1923	£10,239,073
Gold held for redemption of certificates on 21st July, 1923	£10,239,073

✱No. 1215.] [25th July, 1923.

Statement of Revenue and Loan Recoveries collected during the period from 1st April, 1923, to 30th June, 1923.

J. J. I. MIDDLETON,
Acting Secretary for Finance.

Treasury, Pretoria.

✱ No. 1203.] [21 Julie 1923.

Hiermede wordt bekend gemaakt dat het Zijn Koninklike Hoogheid de Goeverneur-Generaal behaagd heeft ingevolge de bevoegdheid hem verleend met artikel *een* van de Wet op Huurgelden, 1920 (Wet No. 13 van 1920) en de verschillende uitbreidingen daarvan, Stefanus Andries Lombard te benoemen tot Waarnemende Voorzitter van de Huurraad aangesteld voor het Magistraatsdistrikt De Aar, in plaats van Johannes Andreas Verschuur, verplaatst.

✱ No. 1204.] [23 Julie 1923.

Opgave ingevolge de bepalingen van artikel *zes* van Wet No. 31 van 1920, van goudcertifikaten uitgegeven, ingewisseld en in omloop, en van het goud beschikbaar voor inwisseling van de certifikaten op Zaterdag, 21 Julie 1923:—

Goudcertifikaten uitgegeven tot 14 Julie 1923	£10,331,006
Goudcertifikaten uitgegeven gedurende week geëindigd 21 Julie 1923	Nil.
	£10,331,006
Goudcertifikaten ingewisseld	91,933
Goudcertifikaten uitstaande op 21 Julie 1923	£10,239,073
Goud beschikbaar voor inwisseling van certifikaten op 21 Julie 1923	£10,239,073

✱No. 1215.] [25 Julie 1923.

Staat van Inkomsten en Leningsterugbetalingen, ontvangen gedurende het tijdperk 1 April 1923 tot 30 Junie 1923.

J. J. I. MIDDLETON,
Waarnemende Sekretaris voor Financieën.

Thesaurie, Pretoria.

Heads of Revenue.	Hoofden van Inkomsten.	Estimates—*Begroting*, 1923–24.	1/6/23—30/6/23.	1/4/23—30/6/23.	1/4/22—30/6/22.
		£	£ s. d.	£ s. d.	£ s. d.
On the Revenue Account.	*Op Inkomsterekening.*				
Customs	Invoerrechten	6,244,000	505,935 10 1	1,554,395 12 11	1,358,057 9 1
Excise	Aksijns	2,089,000	135,235 4 4	453,588 13 5	432,647 7 7
Posts, Telegraphs, and Telephones—	Post-, Telegraaf- en Telefoonwezen—				
Posts	Posterijen	1,776,000	152,114 15 3	421,438 11 10	417,785 7 1
Telegraphs	Telegrafen	480,000	36,124 13 8	106,293 3 5	116,861 13 9
Telephones	Telefonen	840,000	44,713 16 5	147,688 16 11	127,134 0 5
Mining—	Mijnwezen—				
Diamond Mines	Diamantmijnen	450,000	237,000 0 0	237,000 0 0	—
Other Mines	Andere Mijnen	—	500 2 11	500 2 11	577 4 8
Licences and Mynpacht Dues ...	Licenties en Mijnpachtrechten ...	260,000	10,115 10 6	58,768 10 0	60,626 7 2
Export Duty on Diamonds	Uitvoerbelasting op Diamanten ...	750,000	21,211 12 4	138,650 4 11	100,854 15 2
*Gold Mines (Leases)	*Goudmijnen (Huurkontrakten) ...	*525,000	—	4,550 4 0	—
Licences	Licenties	145,000	2,025 14 5	8,406 4 6	15,643 18 8
Stamp Duties and Fees	Zegelrechten en Fooien	800,000	75,148 17 5	218,658 9 4	201,351 13 4
Income Tax—	Inkomstebelasting—				
Normal, Super, and Dividend Tax ...	Gewone-, Super- en Dividendbelasting	5,615,000	141,865 11 0	577,189 6 0	1,003,079 1 11
Excess Profits Duty	Ekstra Winstbelasting	100,000	3,044 2 11	12,049 17 9	96,339 9 7
Death Duties	Sterfrechten	450,000	32,459 10 8	87,351 7 4	59,821 3 3
Native Taxes	Naturellebelastingen	820,000	119,539 6 8	283,353 4 0	259,530 6 5
Native Pass and Compound Fees ...	Naturellepasgelden en Compoundfooien	35,000	2,863 0 6	9,061 11 0	7,857 17 0
Quitrent and Farm Taxes	Erfpacht en Plaatsbelastingen ...	160,000	9,108 17 2	33,505 3 4	31,479 0 3
Forest Revenue	Bosinkomsten	75,000	7,473 8 5	21,272 7 5	16,487 17 1
Rents	Huren	189,000	13,981 12 9	31,335 10 11	28,673 7 9
Interest—	Rente—				
On Government Loans and Investments of Cash Balances	Op Goevernementsleningen en Uitlening van Kolitant Saldo's ...	952,000	10,606 10 7	35,548 7 8	89,778 19 4
On Railways and Harbours Loan Capital	Op Spoorwegen en Havens Leningskapitaal	—	†*Dr. 773,231 13 1*	—	—
Fines and Forfeitures	Boeten en Verbeurdverklaringen ...	240,000	19,296 14 7	57,129 7 4	64,064 7 9
Departmental Receipts	Departementale Ontvangsten	750,000	36,912 16 9	123,239 4 11	127,046 15 2
Recoveries of Advances	Terugbetaalde Uitschotten	25,000	425 6 8	775 7 10	11,717 6 3
Miscellaneous	Diversen	100,000	27,381 1 6	46,681 0 2	10,006 2 2
		23,870,000	871,851 18 5	4,668,430 9 10	4,637,421 10 10
On the Loan Account.	*Op Leningsrekening.*				
*Gold Mines (Leases)	*Goudmijnen (Huurkontrakten) ...	*375,000	—	—	—
Bewaarplaats (Government's share) ...	Bewaarplaats (Goevernements deel) ...	65,000	—	—	—
Sales of Crown Lands	Verkoop van Kroonlanden	100,000	8,471 5 1	36,293 4 4	17,901 17 8
Miscellaneous	Diversen	501,000	20,898 2 2	60,979 7 6	35,842 8 5
		1,041,000	29,369 7 3	97,272 11 10	53,744 6 1
Totals	Totalen	24,911,000	901,221 5 8	4,765,703 1 8	4,691,165 16 11
Reconciliation with Statement published under Government Notice No. 1111 in *Union Government Gazette* of 6th July, 1923—	Overeenstemming met Staat gepubliceerd onder Goevernements Kennisgeving No. 1111 in *Unie Staatskoerant* van 6 Julie 1923—				
In transit 31st March, 1923 ...	Onderweg 31 Maart 1923 ...	—	—	217,716 14 11	—
In transit 31st May, 1923 ...	Onderweg 31 Mei 923	—	137,619 4 2	—	—
Collections as above	Gekollekteerd als boven	—	901,221 5 8	4,765,703 1 8	—
In transit 30th June, 1923 ...	Onderweg 30 Junie 1923 ...	—	1,038,840 9 10	4,983,419 16 7	—
		—	158,270 8 9	158,270 8 9	—
Received into Exchequer	Door Schatkist Ontvangen ...	—	880,570 1 1	4,825,149 7 10	—

* The receipts under this head are estimated at £900,000, of which £375,000 are being credited to Loan Account.
* De Ontvangsten onder dit Hoofd worden geraamd op £900,000, waarvan £375,000 gekrediteerd wordt op Leningsrekening.

† In terms of Section *two* of the Appropriation (1923–24) Act, interest on Railway and Harbour Capital for the months of April and May, 1923, amounting to £773,231. 13s. 1d., has been removed from the Revenue Account.
† Ingevolge Artikel *twee* van de Middelen (1923–24) Wet, werd de rente op Spoorweg en Havens Kapitaal voor de maanden April en Mei 1923, zijnde een bedrag van £773,231. 13s. 1d., uit de Inkomsterekening genomen.

*No. 1237.] [25th July, 1923.

STATEMENT OF PROVINCIAL REVENUE COLLECTIONS (INCLUDING COLLECTIONS DIRECT BY PROVINCES) FROM 1ST APRIL, 1923, TO 30TH JUNE, 1923.
STAAT VAN PROVINCIALE INKOMSTE-INVORDERINGEN (INSLUITENDE DIREKTE INVORDERINGEN DOOR PROVINCIES), VAN AF 1 APRIL 1923 TOT 30 JUNIE 1923.

HEADS OF REVENUE.—HOOFDEN VAN INKOMSTEN.	CAPE OF GOOD HOPE. KAAP DE GOEDE HOOP.		NATAL.		TRANSVAAL.		ORANGE FREE STATE. ORANJE VRIJSTAAT.		TOTALS—TOTALEN.	
	1/6/23—30/6/23.	1/4/23—30/6/23.	1/6/23—30/6/23.	1/4/23—30/6/23.	1/6/23—30/6/23.	1/4/23—30/6/23.	1/6/23—30/6/23.	1/4/23—30/6/23.	1/6/23—30/6/23.	1/4/23—30/6/23.
Sources of Revenue Transferred.—Bronnen van Inkomsten Overgedragen.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Auction Dues—Vendurechten	—	—	1,885 8 9	9,460 13 3	—	—	159 5 2	4,886 4 1	2,044 13 11	14,346 17 4
*Licences (General, Liquor, other)—Licenties (Algemeen, Drank, andere)	15,935 6 7	114,330 8 7	8,757 15 10	21,258 16 1	6,533 1 9	13,795 14 0	1,304 0 11	3,770 11 6	32,530 5 1	153,155 10 2
Taxes on Totalizators—Belastingen op Totalisators	1,982 7 4	4,808 17 0	3,137 16 4	6,834 10 3	5,082 16 1	11,867 6 5	—	—	10,202 19 9	23,510 13 8
Fines and Forfeitures—Boeten en Verbeurdverklaringen	490 3 7	1,498 8 0	47 10 0	490 10 5	693 18 9	2,230 0 2	253 4 0	681 8 9	1,484 16 4	4,900 7 4
Miscellaneous—Diversen	3,512 17 8	7,435 18 2	7,789 2 5	20,504 13 6	8,749 11 5	20,742 19 0	5,059 18 9	10,132 18 4	25,111 10 3	58,816 9 0
Admission to Racecourses (Taxation)—Toegang tot Wedrenbaan ...	—	—	—	—	1,034 9 0	2,769 19 0	—	—	1,034 9 0	2,769 19 0
Betting Taxation—Weddenschappen Belasting	1,454 1 2	3,598 4 9	1,354 9 11	2,962 2 6	—	—	—	—	2,808 11 1	6,560 7 3
Licensing of Bookmakers and Taxation—Licentiëring van Bookmakers en Belasting	5 0 0	5 0 0	—	—	3,165 9 9	13,272 17 4	—	—	3,170 9 9	13,277 17 4
Provincial Companies Taxation—Provinciale Belasting op Maatschappijen	1,076 12 9	1,118 3 5	—	—	—	—	—	—	1,076 12 9	1,118 3 5
Crayfish Canning Companies Tax—Maatschappijen voor Inmaking van Kreeft Belasting	—	1,251 17 10	—	—	—	—	—	—	—	1,251 17 10
Education Tax—Onderwijsbelasting	—	—	—	—	—	—	4,736 5 6	13,726 13 5	4,736 5 6	13,726 13 5
Employers Tax—Belasting op Werkgevers	—	—	—	—	53 2 0	248 16 0	—	—	53 2 0	248 16 0
Entertainment Tax—Belasting op Vermakelikheden	5,119 5 5	9,449 10 3	3,878 2 11	9,365 6 1	—	—	618 0 11	1,828 4 2	9,615 9 3	20,643 0 6
Provincial Gold Profits Tax—Provinciale Goudwinstbelasting	—	—	—	—	—	—	—	—	—	—
Increment Value Duty—Verhoogde Waarde Belasting	—	—	—	—	915 17 11	1,695 17 1	—	—	915 17 11	1,695 17 1
Motor-car Ordinance—Motorkar Ordonantie	2,142 18 0	8,652 19 6	1,008 18 6	4,591 13 6	88 6 7	1,312 19 1	—	—	3,240 3 1	14,557 12 1
Provincial Professional Taxation—Provinciale Beroepsbelasting ...	969 7 0	2,024 18 10	—	—	—	—	—	—	969 7 0	2,024 18 10
Provincial Poll Taxation—Provinciale Hoofdbelasting	—	—	—	—	5,538 16 9	17,110 0 4	—	—	5,538 16 9	17,110 0 4
Tattersalls Tax—Belasting op Tattersalls	—	—	—	—	775 11 3	2,246 14 0	—	—	775 11 3	2,246 14 0
Wheel Tax—Wielbelasting	—	—	155 12 0	689 11 0	—	—	734 11 0	2,136 16 0	890 3 0	2,826 7 0
Immovable Property Tax—Vaste Eigendomsbelasting	2,559 14 6	3,824 12 7	—	—	—	—	—	—	2,559 14 6	3,824 12 7
Sources of Revenue Assigned.—Bronnen van Inkomsten Toegewezen.										
Native Pass Fees paid by employers—Naturellepasgelden door lastgevers betaald	—	—	—	—	29,007 4 0	86,944 1 0	—	—	29,007 4 0	86,944 1 0
Transfer Duty—Hererechten	20,636 10 10	60,040 0 2	7,228 19 5	21,568 2 10	22,351 19 11	50,706 3 0	6,338 0 6	19,362 6 2	56,555 10 8	151,676 12 2
Totals—Totalen ... ... £	55,884 4 10	218,038 19 1	35,243 16 1	97,725 19 5	83,990 5 2	224,943 6 5	19,203 6 9	56,525 2 5	194,321 12 10	597,233 7 4

* Includes Liquor Licences, which is Revenue Assigned.—Sluit in Dranklicenties, die Toegewezen Inkomsten zijn.

E. H. FARRER,
Secretary for Finance.
Sekretaris voor Financieën.

✱No. 1239.] [25th July, 1923.

SOUTH AFRICAN RESERVE BANK.

Statement, pursuant to Section *twenty-five* (1) of Act No. 31 of 1920, and Section *thirteen* of Act No. 22 of 1923, of Liabilities and Assets on the 21st day of July, 1923.

LIABILITIES.

	£	s.	d.
Capital	1,000,000	0	0
Reserve	39,712	12	9
Notes in Circulation	11,042,459	10	0
Deposits :—			
(*a*) Government	—		
(*b*) Bankers	5,351,563	2	8
(*c*) Other	215	9	10
Bills Payable	—		
Other Liabilities	125,889	5	1
	£17,559,840	0	4

ASSETS.

	£	s.	d.
Gold Coin and Bullion (of which £..... held outside Union)	533,462	0	0
Gold Certificates	10,091.285	0	0
Subsidiary Coin	125,128	19	6
Bills Discounted :—			
(*a*) Domestic	2,603,801	7	5
(*b*) Foreign	546,571	9	3
(*c*) Union Government Treasury Bills	—		
(*d*) British Government Treasury Bills	1,000,000	0	0
Loans and Advances to the Government	2,600,000	0	0
Other Loans and Advances	—		
Investments	16,731	10	0
Other Assets	42,859	14	2
	£17,559,840	0	4

Ratio of cash reserves to liabilities to public, 65·5 per cent.
Dated this 21st day of July, 1923.

E. W. CATTELL, Chief Cashier.

✱No. 1239.] [25 Julie 1923.

ZUIDAFRIKAANSE RESERVEBANK.

Opgave, ingevolge de bepalingen van Artikel *vijf en twintig* (1) van Wet No. 31 van 1920, en Artikel *dertien* van Wet No. 22 van 1923, van Lasten en Baten op de 21ste dag van Julie 1923.

VERPLICHTINGEN

	£	s.	d.
Kapitaal	1,000,000	0	0
Reserve	39,712	12	9
Banknoten in Omloop	11,042,459	10	0
Deposito's van :—			
(*a*) Regering	—		
(*b*) Bankiers	5,351,563	2	8
(*c*) Anderen	215	9	10
Te betalen Wissels	—		
Andere Verplichtingen	125,889	5	1
	£17,559,840	0	4

BATEN.

	£	s.	d.
Gemunt en Ongemunt Goud (waarvan £..... buiten de Unie gehouden)	533,462	0	0
Goudcertifikaten	10,091.285	0	0
Pasmunt	125,128	19	6
Gediskonteerde Wissels :—			
(*a*) Binnenlandse	2,603,801	7	5
(*b*) Buitenlandse	546,571	9	3
(*c*) Unie Regering Schatkist Promessen	—		
(*d*) Britse Regering Schatkist Promessen	1,000,000	0	0
Leningen en Voorschotten aan de Regering	2,600,000	0	0
Andere Leningen en Voorschotten	—		
Beleggingen	16,731	10	0
Andere Baten	42,859	14	2
	£17,559,840	0	4

Verhouding van specie-reserves tot verplichtingen tegenover het publiek 65·5 percent.
Gedateerd de 21ste dag van Julie 1923.

E. W. CATTELL, Hoofdkassier.

DEPARTMENT OF DEFENCE.

The following Government Notices are published for general information.

J. MITCHELL BAKER, Colonel,
Acting Chief of the General Staff and Secretary for Defence.

Department of Defence, Pretoria.

✱ No. 1198.] [20th July, 1923.

AMENDMENT TO THE UNION MILITARY DISCIPLINE CODE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of sub-section (1) (*b*) of section *ninety-five* of the South Africa Defence Act, 1912, to make the following modification to the Union Military Discipline Code:—

Rule of Procedure 93 (*b*) (1).

After the word "Solicitor" add the words "or a duly appointed public prosecutor."

✱ No. 1199.] [20th July, 1923.

AMENDMENTS TO THE UNION MILITARY DISCIPLINE CODE.

Notice is hereby given that, in terms of section *ninety-five* of the South Africa Defence Act, 1912, the Union Military Discipline Code is amended in conformity with the amendments and additions to the Army Act contained in the Army and Air Force (Annual) Act, 1923, as follows:—

Section 44.—In proviso (5) after the word "flogging" there shall be inserted the words "or attachment to a fixed object."

Section 46.—In sub-section (1), after the words "field officer" there shall be inserted the words "or of a warrant officer."

Section 57.—The following amendments shall be made in sub-section (2):—

In paragraph (*a*) the words "offenders in whatever place they may for the time being be" shall be substituted for the words "persons undergoing sentence in any place whatever," and the word "offender" shall be substituted for the words "prisoner subject to such punishment."

In paragraph (*d*) the words "offenders who are for the time being" shall be substituted for the words "persons undergoing sentence."

Section 138.—After the words "such offence" in sub-section (3), and after the words "his commanding officer" in sub-section (4), there shall be inserted the words "or by the authority dealing summarily with a charge under section *forty-seven* of this Code."

DEPARTEMENT VAN VERDEDIGING.

Die volgende Goewernementskennisgewings word ter algemene informasie gepubliseer.

J. MITCHELL BAKER, Kolonel,
Waarnemende Hoof van die Generale Staf en Sekretaris vir Verdediging.

Departement van Verdediging, Pretoria.

✱ No. 1198.] [20 Julie 1923.

WYSIGING VAN DIE UNIE MILITÊRE REGLEMENT VAN DISIPLIENE.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om, kragtens die bepalinge van subartiekel (1) (*b*) van artiekel *vyf-en-neentig* van die Suidafrika Verdedigingswet, 1912, die volgende wysiging te maak in die Unie Militêre Reglement van Disipliene:—

Reël van Prosedure 93 (*b*) (1).

Agter die woorde "toegelaten is" word toegevoeg: "of een behoorlik aangestelde publieke vervolger is."

✱ No. 1199.] [20 Julie 1923.

WYSIGING VAN DIE UNIE MILITERE REGLEMENT VAN DISIPLIENE.

Hiermee word kennis gegee dat, ooreenkomstig artiekel *vyf-en-neentig* van die Suidafrika Verdedigingswet, 1912, die Unie Militêre Reglement van Disipliene gewysig is, in ooreenstemming met die wysiginge in en toevoeging aan die Leërwet, vervat in die Leër- en Lugmag (Jaar) Wet, 1923, soos volg:—

Artiekel 44.—In voorbehoudsbepaling (5) word agter die woord "slagen" ingevoeg die woorde "of vastmaken aan 'n gevestigde voorwerp."

Artiekel 46.—In subartiekel (1) word agter die woord "majoor" ingevoeg die woorde "of ingeval van een adjudant-onderofficier."

Artiekel 57.—In subartiekl (2) word die volgende wysiginge gemaak:—

In paragraaf (*a*) word die woorde "personen die op enige plaats waarook vonnis ondergaan" geskrap en vervang deur die woorde "overtreders, op welke plaats zij alsdan ook mogen zijn." Die woorde "gevangene, die aan zulke straf onderhevig is" word geskrap en vervang deur "overtreder."

In paragraaf (*d*) word die woorde "personen die op enige plaats buiten de Unie vonnis ondergaan" word geskrap en vervang deur "overtreders die alsdan op enige plaats buiten de Unie zijn."

Artiekel 138.—In subartiekel (3) word agter die woord "veroordeelde," en in subartiekel (4) word agter die woorde "bevelvoerende officier," respektiewelik ingevoeg die woorde "of door de autoriteit die de beschuldiging summier behandelt onder artikel 47 van dit Reglement."

Section 182.—The following paragraph shall be added at the end of sub-section (2):—

"or

"(*c*) to the punishments prescribed in that behalf under section *forty-seven* of this code by the authorities referred to in that section."

NOTE.—It is further notified that certain sections of the Army and Air Force (Annual) Act, 1923, amends the following Army Act Sections which have not been incorporated in the Union Military Discipline Code: Such amendments have, therefore, no effect on the Military Code:—

Sub-section (3) of section *forty-seven*. [Sub-section (3) in the Code is not identical with sub-section (3) in the Army Act.]
Sub-paragraphs (*b*) and (*c*) of sub-section (2) of section *fifty-seven*.
Section *seventy-six*.
Section *eighty-two*.
Section *one hundred and eight*.
Section *one hundred and seventy-nine*.
Section *one hundred and eight-seven* A.

✱ No. 1207.] [23rd July, 1923.

The surname of Captain Jan Andries Greeff, Reserve of Officers, Section II (Mounted Rifles Branch), is as now described, and not as stated in the English version of Government Notice No. 1164, dated 16th July, 1923, published in the *Gazette* of 20th July, 1923.

✱ No. 1213.] [25th July, 1923.

NEW ESTABLISHMENT TABLES.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of clause (*a*) of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to approve of the New Establishment Tables as set forth hereunder:—

SOUTH AFRICAN ORDNANCE CORPS.
SUIDAFRIKAANSE KRYGSBEHOEFTEDIENS.

A PERMANENT ORDNANCE DEPOT.
'N PERMANENTE KRYGSBEHOEFTEDEPOT.

Peace Establishment. / *Op Voet van Vrede.* — *Composition in Detail.* / *Omskrewe Samestelling.*

Detail. Beskrywing.	Officers. Offisiere.	Warrant Officers. Adj.-onderoffisiere. Class I. Klas I.	Warrant Officers. Adj.-onderoffisiere. Class II. Klas II.	Staff Sergeants. Stafsersants.	Sergeants. Sersants.	Corporals. Korporaals.	Privates. Manskappe.	Total. Totaal.
Captain / Kaptein	1	—	—	—	—	—	—	1
Lieutenant / Luitenant	1	—	—	—	—	—	—	1
Clerks / Klerke	—	1	1	1	1	2	2	8
Store Staff / Magasynpersoneel	—	1	1	2	2	3 (*a*)	3	12
Saddlers / Saalmakers	—	—	—	—	—	—	2	2
Sailmakers / Seilmakers	—	—	—	—	—	—	1	1
TOTAL (TOTAAL)	2	2	2	3	3	5	8	25

(*a*) Includes Driver-Mechanic (Artisan).
Sluit in Drywer-meganis (Ambagsman).
NOTE.—(1) Natives as authorized.
NOOT.— Naturelle soos geoorloof.
(2) *War.*—The above establishment is subject to increase in time of war to meet requirements.
Oorlog.—Bestaande sterkte kan in tyd van oorlog vermeerder word na gelang van die vereistes.

SOUTH AFRICAN ORDNANCE CORPS.
SUIDAFRIKAANSE KRYGSBEHOEFTEDIENS.

A PERMANENT CENTRAL ARMOURY.
'N PERMANENTE SENTRALE WAPENSMIDSWINKEL.

Peace Establishment. / *Op Voet van Vrede.* — *Composition in Detail.* / *Omskrewe Samestelling.*

Detail. Beskrywing.	Personnel—Personeel. Officers. Offisiere.	Warrant Officers. Adj.-onderoffisiere. Class I. Klas I.	Warrant Officers. Adj.-onderoffisiere. Class II. Klas II.	Staff Sergeants. Stafsersants.	Sergeants. Sersants.	Corporals. Korporaals.	Privates. Manskappe.	Apprentices. Leerjonges.	Natives. Naturelle.	Total. Totaal.
Captain / Kaptein	1	—	—	—	—	—	—	—	—	1
Armourers / Wapensmids	—	1	3	9	8	6	15	—	—	42 (*a*)
Apprentices / Leerjonges	—	—	—	—	—	—	—	(*b*)	—	—
Natives / Naturelle	—	—	—	—	—	—	—	—	(*c*)	—
TOTAL / TOTAAL	1	1	3	9	8	6	15	—	—	43

Artiekel 182.—Aan die end van subartiekel (2) word die volgende paragraaf toegevoeg:—

"of

(*c*) tot de straffen, te dien opzichte voorgeschreven bij artikel 47 van dit Reglement, door de autoriteiten in dat artikel bedoeld."

NOOT.—Verder word bekendgemaak dat die volgende artiekels van die Leërwet, wat nie in die Unie Militêre Reglement van Disipliene opgeneem is nie, gewysig is deur sekere artiekels van die Leër- en Lugmag (Jaar-) Wet, 1923. Daardie wysiginge breng dus nie 'n verandering van die Militêre Reglement mee nie:—

Subartiekel (3) van artiekel *sewe-en-veertig*. [Subartiekel (3) van die Reglement is nie dieselfde as subartiekel (3) van die Leërwet nie.]
Subparagrawe (*b*) en (*c*) van subartiekel (2) van artiekel *sewe-en-vyftig*.
Artiekel *ses-en-sewetig*.
Artiekel *twee-en-tagtig*.
Artiekel *honderd en ag*.
Artiekel *honderd nege-en-sewetig*.
Artiekel *honderd sewe-en-tagtig* A.

✱No. 1207.] [23 Julie 1923.

Die famielienaam van Kaptein Jan Andries Greeff, Reserwe van Offisiere, Afdeling II (Berede Skutters), is soos hier beskrywe en nie soos vermeld in die Engelse lesing van Goewermentskennisgewing No. 1164, gedateer 16 Julie 1923, gepubliseer in die *Staatskoerant* van 20 Julie 1923 nie.

✱ Nō. 1213.] [25 Julie 1923.

NUWE STERKTETABELLE.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om, kragtens die bepalinge van klousule (*a*) van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende Nuwe Sterktetabelle goed te keur:—

(*a*) Includes armourers detached to ordnance depots.
Sluit in wapensmids toegevoeg aan krygsbehoeftedepots.
(*b*) Apprentices as authorized.
Leerjonges soos geoorloof.
(*c*) Natives as authorized.
Naturelle soos geoorloof.
NOTE.—*War.*—The above establishment is subject in time of war to increase to meet requirements.
NOOT.—*Oorlog.*—Bestaande sterkte kan in tyd van oorlog vermeerder word na gelang van die vereistes.

SOUTH AFRICAN ORDNANCE CORPS.
SUIDAFRIKAANSE KRYGSBEHOEFTEDIENS.

A PERMANENT BARRACK STORE.
'N PERMANENTE KASERNEMAGASYN.

Peace Establishment. / *Op Voet van Vrede.* — *Composition in Detail.* / *Omskrewe Samestelling.*

Detail. Beskrywing.	Personnel—Personeel. Warrant Officer, Class I. Adjudant-onderoffisier, Klas I.	Privates. Manskappe.	Total. Totaal.
Conductor / Kondukteur	1	—	1
Clerk / Klerk	—	1	1
Handy-man / Handlanger	—	1	1
Storeman / Magasynbediende	—	1	1
TOTAL (TOTAAL)	1	3	4

NOTE.—Natives as authorized.
NOOT.—Naturelle soos geoorloof.

SOUTH AFRICAN ORDNANCE CORPS.
SUIDAFRIKAANSE KRYGSBEHOEFTEDIENS.

A PERMANENT DETACHED MAGAZINE.
'N PERMANENTE AFGESONDERDE MAGASYN.

Peace and War Establishment. / *Op Voet van Vrede en van Oorlog.* — *Composition in Detail.* / *Omskrewe Samestelling.*

Detail. Beskrywing.	Personnel—Personeel. Warrant Officer, Class I. Adjudant-onderoffisier, Klas I.	Private. Manskap.	Total. Totaal.
Conductor / Kondukteur	1	—	1
Storeman / Magasynbediende	—	1	1
TOTAL (TOTAAL)	1	1	2

NOTE.—Natives as authorized.
NOOT.—Naturelle soos geoorloof.

✱ No. 1214.] [25th July, 1923.

NEW ESTABLISHMENT TABLE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of clause (*a*) of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to approve of the New Establishment Table, as set forth hereunder:—

RAILWAYS AND HARBOURS BRIGADE.
SPOORWEË EN HAVENS-BRIGADE.

INTELLIGENCE SECTION.

INFORMASIE SEKSIE.

War Establishment. *Summary.*

Op Voet van Oorlog. *Samevatting.*

Detail: Benaminge.	Officers. Offisiere.	Staff Sergeants. Stafsersants.	Sergeants. Sersants.	Corporals. Korporaals.	Privates. Manskappe.	Total. Totaal.
Headquarters. Hoofstaf	2	1	—	—	1	4
Five sub-sections. Vyf subseksies	5	—	10	10	75	100
TOTAL, SECTION. TOTAAL VIR SEKSIE	7	1	10	10	76	104

✱ No. 1214.] [25 Julie 1923.

NUWE STERKTETABELLE.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om, kragtens die bepalinge van klousule (*a*) van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die Nuwe Sterktetabelle soos hieronder, goed te keur:—

(i) HEADQUARTERS.
(i) HOOFSTAF. *Composition in Detail. Omskrewe Samestelling.*

Detail. Benaminge.	Officers. Offisiere.	Staff Sergeants. Stafsersants.	Sergeants. Sersants.	Corporals. Korporaals.	Privates. Manskappe.	Total. Totaal.
Captain. Kaptein	1	—	—	—	—	1
Lieutenant. Luitenant	1	—	—	—	—	1
Staff Sergeant. Stafsersant	—	1	—	—	—	1
Clerk. Klerk	—	—	—	—	1	1
TOTAL, HEADQUARTERS TOTAAL, HOOFSTAF	2	1	—	—	1	4

(ii) A SUB-SECTION.
(ii) 'N SUBSEKSIE. *Composition in Detail. Omskrewe Samestelling.*

Detail. Benaminge.	Officers. Offisiere.	Staff Sergeants. Stafsersants.	Sergeants. Sersants.	Corporals. Korporaals.	Privates. Manskappe.	Total. Totaal.
Lieutenant. Luitenant	1	—	—	—	—	1
Sergeants. Sersants	—	—	2	—	—	2
Corporals. Korporaals	—	—	—	2	—	2
Privates. Manskappe	—	—	—	—	15	15
TOTAL, SUB-SECTION. TOTAAL VIR SUBSEKSIE	1	—	2	2	15	20

✱ No. 1216.] [25th July, 1923.

AMENDMENT OF REGULATIONS FOR THE SOUTH AFRICAN PERMANENT FORCE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following amendment to the Regulations for the South African Permanent Force:—

CHAPTER V.

PAY AND ALLOWANCES.

Add the following new paragraph:—

"165. Subject to a recommendation of the Public Service Commission, the C.G.S. may, in cases not specifically provided for in these regulations, and in cases where there are exceptional circumstances authorize a departure from these regulations."

This amendment will have effect as from the 1st February, 1923.

✱ No. 1217.] [25th July, 1923.

AMENDMENT OF REGULATIONS FOR THE SOUTH AFRICAN PERMANENT FORCE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following amendment to the Regulations for the South African Permanent Force:—

CHAPTER V.

PAY AND ALLOWANCES.

Paragraph 6.

Delete the rates "Able seaman, higher grade" and "Leading seaman, higher grade."

This amendment will have effect as from the 1st February, 1923.

✱ No. 1218.] [25th July, 1923.

AMENDMENT OF REGULATIONS FOR THE SOUTH AFRICAN PERMANENT FORCE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following

✱ No. 1216.] [25 Julie 1923.

WYSIGING VAN DIE REGULASIES VIR DIE SUIDAFRIKAANSE STAANDE MAG.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende wysiging te maak in die Regulasies vir die Suidafrikaanse Staande Mag:—

HOOFDSTUK V.

SOLDY EN TOELAES.

Die volgende nuwe paragraaf word toegevoeg:—

"165. In gevalle waar geen spesiale voorsiening in hierdie regulasies gemaak is nie en in buitengewone gevalle kan die H.G.S., op aanbeveling van die Staatsdiens Kommissie, 'n afwyking van hierdie regulasies magtig."

Hierdie wysiging is van krag van af 1 Februarie 1923.

✱ No. 1217.] [25 Julie 1923.

WYSIGING VAN DIE REGULASIES VIR DIE SUIDAFRIKAANSE STAANDE MAG.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende wysiging te maak in die Regulasies vir die Suidafrikaanse Staande Mag:—

HOOFDSTUK V.

SOLDY EN TOELAES.

Paragraaf 6.

Die betrekkinge "Bevare seeman, hoër graad" en "Voorman-seeman, hoër graad" word geskrap.

Hierdie wysiging is van krag van af 1 Februarie 1923.

✱ No. 1218.] [25 Julie 1923.

WYSIGING VAN DIE REGULASIES VIR DIE SUIDAFRIKAANSE STAANDE MAG.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende

amendment to the Regulations for the South African Permanent Force:—

CHAPTER V.

PAY AND ALLOWANCES.

Paragraph 73.

Add at the end the following:—

"When a divorcer or divorcee is granted the custody of, or is ordered by the court to contribute towards the maintenance of the child or children of the dissolved marriage the allowance as prescribed may be paid to the officer, or to the individual in whose charge the child or children are if the C.G.S. so directs."

This amendment will have effect as from the 1st February, 1923.

✱ No. 1219.] [25th July, 1923.

AMENDMENT OF REGULATIONS FOR THE SOUTH AFRICAN PERMANENT FORCE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following amendment to the Regulations for the South African Permanent Force:—

CHAPTER IV.

RANKS, APPOINTMENTS AND PRECEDENCE.

(*a*) *Military.*

Paragraph 16.

Warrant Officer, Class II.

Insert "*Chief Air Photographer" after "*Chief Air Storekeeper."

This amendment will have effect as from the 1st February, 1923.

✱ No. 1220.] [25th July, 1923.

AMENDMENTS OF ESTABLISHMENT TABLE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following amendments to the Establishment Tables:—

ROBERTS HEIGHTS CAMP.

TRAINING DEPOT, PERMANENT FORCE.

Peace Establishment.

In line "Instructors," under the headings "Sergeants," "Corporals," "Total," delete the figures "9," "2," "11," and substitute "8," "1," "9," respectively.

In line "General Duties," delete the figures "8," "8," and insert under the headings "Sergeants," "Corporals," "Riflemen, Gunners and Trumpeters," "Total" the figures "1," "1 (*a*)," "8 (*b*)," "10," respectively.

Add the following footnote:—

(*a*) Clerk.

(*b*) Includes 1 cook, 1 tailor, 1 storeman.

These amendments will have effect as from 1st February, 1923.

✱ No. 1221.] [25th July, 1923.

AMENDMENTS OF ESTABLISHMENT TABLE.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *one hundred and sixteen* of the South Africa Defence Act, 1912, to make the following amendments to the Establishment Tables:—

RAILWAYS AND HARBOURS BRIGADE HEADQUARTERS.

War Establishment.

In "detail" column after "Staff Captains (Captain)" insert new line "Captain," followed by the figures "4 (*j*)" and "4," under the headings "Officers" and "Total" respectively.

In line "Total" under the headings "Officers" and "Total" delete the figures "36" and "80" and substitute "40" and "84" respectively.

Add the following footnote:—

"(*j*) Liaison officers for Senior Naval Officer and Base Commandant, Capetown and Durban."

TRANSPORTATION BATTALION.

War Establishment.

Summary.

Add at the foot:—

"NOTE.—Railway Transport Officers will be appointed as required. Not above the rank of Captain."

DEPARTMENT OF MINES AND INDUSTRIES.

The following Government Notices are published for general information.

H. WARINGTON SMYTH,
Secretary for Mines and Industries.

Department of Mines and Industries, Pretoria.

✱ No. 1226.] [25th July, 1923.

It is hereby notified that under and by virtue of the powers vested in him by section *four* of the Natal Mines Act, 1899 (Act No. 43 of 1899), His Royal Highness the Governor-General has been pleased to exempt the land situated in the Province of Natal as set out in the subjoined Schedule from the operation of the said Act.

No prospecting, pegging, or digging may therefore take place thereon as long as the said land remains Crown land in terms of the Natal Mines Act, 1899 (Act No. 43 of 1899).

wysiging te maak in die Regulasies vir die Suidafrikaanse Staande Mag:—

HOOFDSTUK V.

SOLDY EN TOELAES.

Paragraaf 73.

Aan die end word die volgende toegevoeg:—

"As 'n geskeie offisier 'n kind of kinders van die ontbonde huwelik in sy sorg het, of as 'n geskeie offisier deur die hof gelas word om tot die onderhoud van 'n kind of kinders van die ontbonde huwelik by te dra, kan die voorgeskrywe toelae aan die offisier (of aan die persoon wat die sorg van die kind of die kinders het as die H.G.S. dit gelas) betaal word."

Hierdie wysiging is van krag van af 1 Februarie 1923.

✱ No. 1219.] [25 Julie 1923.

WYSIGING VAN DIE REGULASIES VIR DIE SUIDAFRIKAANSE STAANDE MAG.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende wysiging te maak in die Regulasies vir die Suidafrikaanse Staande Mag:—

HOOFDSTUK IV.

RANGE, BETREKKINGE EN VOORRANG.

(*a*) *Militêre.*

Paragraaf 16.

Adjudant-onderoffisier, Klas II.

Onder "*Eerste Lugmag-magasynmeester" word ingevoeg "*Eerste Lugmag-fotograaf."

Hierdie wysiging is van krag van af 1 Februarie 1923.

✱ No. 1220.] [25 Julie 1923.

WYSIGING VAN DIE STERKTETABELLE.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende wysiginge te maak in die Sterktetabelle:—

ROBERTSHOOGTE KAMP.

OEFENINGSDEPOT, STAANDE MAG.

In die reël "Instrukteurs" word onder die hoofde "Sersjants," "Korporaals," "Totaal" die syfers "9," "2," "11" geskrap en vervang deur "8," "1" en "9" respektiewelik.

In die reël "Algemene Dienste" word die syfers "8," "8" geskrap, en onder die hoofde "Sersjants," "Korporaals," "Skutters, Kanonniers en Trompetblasers," "Totaal" die syfers "1," "1(*a*)," "8(*b*)," "10," respektiewelik, ingevoeg.

Die volgende voetnote word toegevoeg:—

"(*a*) Klerk.

"(*b*) Sluit in 1 kok, 1 kleermaker, 1 Magasynbediende."

Hierdie wysiginge sal van die 1ste Februarie af van krag wees.

✱ No. 1221.] [25 Julie 1923.

WYSIGING VAN DIE STERKTETABELLE.

Dit het Sy Koninklike Hoogheid die Goewerneurgeneraal-in-Rade behaag om kragtens die bepalinge van artiekel *honderd-en-sestien* van die Suidafrika Verdedigingswet, 1912, die volgende wysiginge te maak in die Sterktetabelle:—

SPOORWEE- EN HAWENSBRIGADE.

BRIGADESTAF.

Op Voet van Oorlog.

In die "Benaminge" kolom word onder "Stafkapteins (Kaptein)" 'n nuwe reël "Kaptein" ingevoeg, gevolg deur die syfers "4 (*j*)" en "4" onder die hoofde "Offisiere" en "totaal" respektiewelik.

In die reël "(Totaal)" onder die hoofde "Offisiere" en "Totaal" word die syfers "36" en "80" geskrap en vervang deur "40" en "84" respektiewelik.

Die volgende voetnoot word toegevoeg:—

"(*j*) Liaison-offisiere vir die Senior Marineoffisier en Basiskommandant, Kaapstad en Durban."

'N VERVOER-BATALJON.

Op Voet van Oorlog.

Onderaan word toegevoeg:—

"NOOT.—Spoorweg transport-offisiere sal na vereiste aangestel word, maar nie bo die rang van kaptein nie.

DEPARTEMENT VAN MIJNWEZEN EN NIJVERHEID.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

H. WARINGTON SMYTH,
Sekretaris voor Mijnwezen en Nijverheid.

Departement van Mijnwezen en Nijverheid, Pretoria.

✱ No. 1226.] [25 Julie 1923.

Hiermede wordt bekendgemaakt dat, ingevolge de bevoegdheid hem verleend bij artikel *vier* van de Natal Mijn Wet, 1899 (Wet No. 43 van 1899), het Zijn Koninklike Hoogheid de Goeverneurgenreaal behaagd heeft de gronden gelegen in de Provincie Natal, zoals in de aangehechte bijlage uiteengezet, vrij te stellen van de werking van de genoemde wet.

Geen prospekteren, afpennen of delven mogen derhalve daarop plaatsvinden zolang als de gezegde gronden Kroongronden blijven, in termen van de Natal Mijnwet, 1899 (Wet No. 43 van 1899).

SCHEDULE.

COUNTY OF PIETERMARITZBURG.

(1) The farm Helvetia, Ixopo District.
(2) Lot No. 7 of the farm Lions Kloof, situated in the Umkomaas Valley, Ixopo Division.
(3) Lots F.P. 84 and F.P. 212 (farm Brookdale), Polela Division.

COUNTY OF ALFRED.

The farms—
(1) The Finish;
(2) The Border;
(3) Blackwater.

M.M. 2122/23.

✱ No. 1227.] [25th July, 1923.

Notice is hereby given that Government Notice No. 1027, published in the *Union Gazette* No. 1064, dated 18th June, 1920, whereby certain ground situate in the Mining District of Krugersdorp was thrown open for the pegging of claims on the 13th day of July, 1920, is hereby cancelled in so far as that notice relates to the ground formerly held as portions of Claims Nos. 3285/9 and 3741, under Prospecting Licence No. 909, according to plan "A" in Mines Department file No. M.M. 2433/23, and situate upon the farm Luipaardsvlei No. 8 (freehold owner, Luipaardsvlei Estate and Gold Mining Company, Limited), which claims fall within the areas covered by Water-right No. 598. M.M. 2433/23.

✱ No. 1228.] [24th July, 1923.

In terms of section *fifteen* (1) of the Apprenticeship Act (Act No. 26 of 1922), it is hereby notified for general information that the Honourable the Minister for Mines and Industries proposes to designate the following trades and branches of trades as trades or branches of trades in the printing industry within the Union of South Africa, to which the provisions of the Act in respect of apprenticeship shall apply:—

1. Composing.
2. Typesetting-machine operating.
3. Type-casting.
4. Proof-reading.
5. Stereotyping and electrotyping.
6. Rubber-stamp making.
7. Letterpress machine-minding in all branches.
8. Artists.
9. Lithography in all branches.
10. Engraving and die-stamping.
11. Bookbinding.
12. Ruling.
13. Cutting.
14. Envelope-making.
15. Paper-bag making.
16. Cardboard-box making.
17. Process engraving.
18. Printers' engineering.

Any objection to the designation of the above trades or branches of trades under the Apprenticeship Act must be lodged with the Secretary of the National Apprenticeship Committee for the Printing Industry, Box 2007, Capetown, within fourteen days of the date of this notice. J.A.B. 343.

DEPARTMENT OF RAILWAYS AND HARBOURS.

The following Government Notice is published for general information.

W. W. HOY,
General Manager.

Office of the General Manager,
South African Railways and Harbours,
Johannesburg.

✱ No. 1240.] [26th July, 1923.

His Royal Highness the Governor-General has been pleased, under section *eighty-eight* of the Railways and Harbours Service Act, No. 28 of 1912, to approve of the following amendments made by the Administration to Staff Regulations, published in *Government Gazette* No. 1141, dated 19th April, 1921, (Government Notices Nos. 616 and 617, dated 19th April, 1921).

SOUTH AFRICAN RAILWAYS AND HARBOURS.

AMENDMENTS TO STAFF REGULATIONS.

OFFICERS.

Regulation No. **2.**

List of sub-heads of department:—

Delete—Assistant to the Chief Civil Engineer.
The Director of Railways.
The Assistant Chief Railway Storekeeper.
Insert—Assistant Chief Civil Engineer.
The Secretary to the Railway Board.

Regulation No. **46** (1).

Delete "(3)" and insert "(5) of the schedule."

BIJLAGE.

DISTRIKT VAN PIETERMARITZBURG.

(1) De plaats Helvetia, Ixopo Afdeling.
(2) Perceel No. 7 van de plaats Lions Klooff, gelegen in de Umkomaas Valley, Ixopo Afdeling.
(3) Percelen F.P. 84 en F.P. 212 (plaats Brookdale), Polela Afdeling.

DISTRIKT VAN ALFRED.

De plaatsen—
(1) The Finish;
(2) The Border;
(3) Blackwater.

✱ No. 1227.] [25 Julie 1923.

Kennis geschiedt mits deze dat Goevernements Kennisgeving No. 1027, gepubliceerd in *Staatskoerant* No. 1064, gedateerd 18 Junie 1920, waarbij zekere grond gelegen in het Mijndistrikt Krugersdorp, open verklaard werd voor de afpenning van claims op de 13de dag van Julie 1920, hierbij gekanseleerd is in zo ver die kennisgeving betreft grond vroeger gehouden als gedeelten van Claims Nos. 3285/9 en 3741, onder Prospekteerlicentie No. 909, volgens sketskaart "A" in Departement van Mijnwezen, file No. M.M. 2433/23, gelegen op de plaats Luipaardsvlei No. 8 (eigenaar Luipaardsvlei Estate en Gold Mining Company, Limited), welke claims binnen de oppervlakte van Waterrecht No. 598 vallen.

✱ No. 1228.] [24 Julie 1923.

Ooreenkomstig artiekel *vyftien* (1) van die Vakleerlinge Wet (Wet No. 26 van 1922), word hiermee ter algemene informasie bekendgemaak dat die Edelagbare die Minister van Mynwese en Nywerheid voornemens is die volgende bedrywe of takke van bedrywe aan te wys as bedrywe of takke van bedrywe in die drukkery in die Unie van Suidafrika waarop die bepalings van die wet ten aansien van leerlings-kontrakte sal toegepas word:—

1. Letterset.
2. Letterset en Masjienbewerking.
3. Lettergiet.
4. Proewelees.
5. Stereotiep en elektrotiep.
6. Maak van gomelastiek stempels.
7. Boekdruk in alle takke.
8. Tekenaars.
9. Lithografie in alle takke.
10. Graweer en embosseer.
11. Boekbind.
12. Linieer.
13. Papiersny.
14. Enweloppe maak.
15. Maak van papiere sakke.
16. Maak van kartonne dose.
17. Proses graweer.
18. Drukkers Masjienwerk.

Enige objekties teen die aanwys van bogenoemde bedrywe of takke van bedrywe onder die Vakleerlinge Wet moet ingedien word by die Sekretaris van die Nasionale Vakleerlinge Komitee van die Drukkery, Posbus 2007, Kaapstad, binne veertien dae vanaf die datum van hierdie kennisgewing.

DEPARTEMENT VAN SPOORWEGEN EN HAVENS.

De volgende Goevernements Kennisgeving wordt ter algemene kennisname gepubliceerd.

W. W. HOY,
Algemene Bestuurder.

Kantoor van de Algemene Bestuurder,
Zuidafrikaanse Spoorwegen en Havens,
Johannesburg.

✱ No. 1240.] [26 Julie 1923.

Het heeft Zijn Koninklike Hoogheid de Goeverneur-generaal behaagd, onder artikel *acht en tachtig* van de Spoorwegen en Havens Dienst Wet No. 28 van 1912, de volgende wijzigingen door de Administratie gemaakt in de Personeel Regulaties gepubliceerd in *Goevernements Staatskoerant* No. 1141, gedateerd 19 April 1921 (Goevernements Kennisgevingen Nos. 616 en 617, gedateerd 19 April 1921) goed te keuren.

ZUIDAFRIKAANSE SPOORWEGEN EN HAVENS.

WIJZIGINGEN VAN PERSONEEL-REGULATIES.

AMBTENAREN.

Regulatie No. **2.**

Lijst van onderhoofden van departement:—

Schrap—Assistent van de Hoofd Civiele Ingenieur.
De Direkteur van Spoorwegen.
De Assistent Hoofd Spoorweg Magazijnmeester.
Vul in—Assistent Hoofd Civiele Ingenieur.
De Sekretaris van de Spoorwegraad.

Regulatie No. **46** (1).

Schrap "(3)" en vul in "(5) van de schedule."

Delete schedules after paragraph (4) and insert the following:—

SALARIED ESTABLISHMENT.

SCHEDULE OF GRADES.

(Operative from 1st August, 1923.)

Section 1 (a).—Clerical Staff and Audit Inspectors.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.
	£	£	£
Senior (Class 1).....	530	20	580
" (Class 2).....	470	20	510
1.....	410	20	450
2.....	325	15	390
3.....	240	15	310
4.....	165	15	225
5.....	60	to	150

Section 1 (b).—Telegraphists.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.
	£	£	£
Special.....	— (Maximum to be fixed according to valuation of each appointment. Increment to be £20 per annum.)		Up to 520
1.....	410	20	450
2.....	325	15	390
3.....	240	15	310
4.....	165	15	225
5.....	60	to	150

Section 1 (c).—Lady Typists, Lady Clerks, and Telephonists.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.
	£	£	£
Special.....	—	—	Not exceeding 255
1.....	180	15	210
2.....	60	to	165

Section 2 (a).—Station Masters.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.	
	£	£	£	
Special.....	— (Maximum to be fixed according to valuation of each appointment. Increment to be £20 per annum.)		Up to 570	And free quarters.
1A.....	450	20	475	
1B.....	390	20	430	
2.....	340	15	375	
3.....	295	15	325	
4.....	220	15	280	

Section 2 (b).—Relief Station Masters.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.	
	£	£	£	
1.....	390	20	430	And free quarters.
2.....	340	15	375	
3.....	295	15	325	
4.....	220	15	280	

Schrap schedules na paragraaf (4) en vul de volgende in:—

GESALARIEERD ETABLISSEMENT.

SCHEDULE VAN GRADEN.

(In werking van af 1 Augustus 1923.)

Afdeling 1 (a).—Klerkepersoneel en "Audit" Inspekteurs.

Graad.	Minimum Substantief Salaris per Jaar	Verhoging.	Maximum Substantief Salaris per Jaar.
	£	£	£
Senior (Klas 1).....	530	20	580
" (Klas 2).....	470	20	510
1.....	410	20	450
2.....	325	15	390
3.....	240	15	310
4.....	165	15	225
5.....	60	tot	150

Afdeling 1 (b).—Telegrafisten.

Graad.	Minimum Substantief Salaris per Jaar.	Verhoging.	Maximum Substantief Salaris per Jaar.
	£	£	£
Speciaal.....	— (Maximum te worden vastgesteld volgens de waardering van elke aanstelling. Verhoging £20 per jaar te zijn.)		Tot 520
1.....	410	20	450
2.....	325	15	390
3.....	240	15	310
4.....	165	15	225
5.....	60	tot	150

Afdeling 1 (c).—Vrouwelike Typisten, Vrouwelike Klerken en Telefonisten.

Graad.	Minimum Substantief Salaris per Jaar.	Verhoging.	Maximum Substantief Salaris per Jaar.
	£	£	£
Speciaal.....	—	—	Niet te bovengaande £255
1.....	180	15	210
2.....	60	tot	165

Afdeling 2 (a).—Statiemeesters.

Graad.	Minimum Substantief Salaris per Jaar.	Verhoging.	Maximum Substantief Salaris per Jaar.	
	£	£	£	
Speciaal.....	— (Maximum te worden vastgesteld volgens de waardering van elke aanstelling. Verhoging £20 per jaar te zijn.)		Tot 570	en vrije woning.
1A.....	450	20	475	
1B.....	390	20	430	
2.....	340	15	375	
3.....	295	15	325	
4.....	220	15	280	

Afdeling 2 (b).—Aflossings Statiemeesters.

Graad.	Minimum Substantief Salaris per Jaar.	Verhoging.	Maximum Substantief Salaris per Jaar.	
	£	£	£	
1.....	390	20	430	en vrije woning.
2.....	340	15	375	
3.....	295	15	325	
4.....	220	15	280	

Section 3.—Draughtsmen.

Grade.	Minimum Substantive Salary per Annum.	Increment.	Maximum Substantive Salary per Annum.
	£	£	£
Senior	(Maximum to be fixed according to valuation of each appointment. Increment to be £20 per annum up to £600, and £25 beyond.)		Up to 625
1	430	20	500
2	320	20	410
Junior	220	20	300
Pupil	130	Up to £160–£15 Over £160–£20	200

Section 4.—Indentured Engineering Students.

	Maximum Substantive Salary.
	£
First year (pupilage)	235 per annum.
Second year (pupilage)	282 per annum.

Insert new paragraph:—

(5) Notwithstanding anything contained in the foregoing schedule or in these regulations, an officer who joined the service on or before the 31st March, 1923, and who was still in the service on the 31st July, 1923, shall continue to be remunerated at the scale of salary, including increments and service increments, applicable on the 31st July, 1923, to the appointment held by him on that date until such time as he is promoted or otherwise removed from the grade or class in which he was classified on that date.

An officer promoted to a higher class or grade or to a higher graded appointment after the 31st July, 1923, or any employee appointed to a salaried position after that date, shall, as from the date of promotion, conform to the scale of salary, including increments, then operative; provided that if such an officer's pay at the date of promotion is in excess of the minimum, but not in excess of the maximum, of the grade or class, this shall not prevent or retard the granting of such increments as may be allowable.

Regulation No. **47** (2).

Delete "£285" and insert "£280."

Regulation No. **49** (1).

Delete "and allowed to proceed beyond a salary of £180 per annum."

Regulation No. **49** (2).

Delete "and allowed to proceed beyond a salary of £260 per annum."

Regulation No. **50.**

Cancelled.

Regulation No. **51** (1).

Add at end:—"or Schedule (*c*) as the case may be. The rates shown in Schedule (*b*) will be paid to officers who are not entitled to free quarters. The rates shown in Schedule (*c*) will be paid to officers who are entitled to free quarters."

Regulation No. **51** (2).

Delete paragraph (*e*).

Regulation No. **51.**

Insert new paragraph:—

(3) An officer who on the 31st July, 1923, was entitled to free quarters and to local allowance will, as from the 1st August, 1923, inclusive, be paid local allowance in accordance with Schedule (*c*) of this regulation, and also an "excess local allowance" equal to the difference between the local allowance which would be payable on the same substantive salary under Schedule (*b*), and the local allowance paid under Schedule (*c*), provided that as from 1st August, 1923, inclusive —

> the "excess local allowance" will be reduced by half the amount of any increment granted unless the "excess local allowance" is less, in which case payment of the latter will cease;

Afdeling 3.—Bouwkundig Tekenaar.

Graad.	Minimum Substantief Salaris per Jaar.	Verhoging.	Maximum Substantief Salaris per Jaar.
	£	£	£
Senior	(Maximum te worden vastgesteld volgens de waardering van elke aanstelling. Verhoging £20 per jaar te zijn tot op £600 en £25 daarboven.)		Tot 625
1	430	20	500
2	320	20	410
Junior	220	20	300
Leerling	130	Tot £160–£15 Boven £160–£20	200

Afdeling 4.—Ingeboekte Ingenieur Studenten.

	Maximum Substantief Salaris.
	£
Eerste Jaar (leerlingschap)	235 per jaar.
Tweede Jaar (leerlingschap)	282 per jaar.

Regulatie No. **46.**

Vul in nieuwe paragraaf:—

(5) Niettegenstaande enig iets vervat in de voorgaande schedule of in deze regulaties zal een ambtenaar, welke op of voor 31 Maart 1923 in dienst trad, en welke op 31 Julie 1923 nog in dienst was, de schaal van salaris, met inbegrip van verhogingen en dienstverhogingen op de betrekking van toepassing door hem bekleed op 31 Julie 1923 aanhouden te genieten, tot tijd en wijle hij bevorderd of anderszins verplaatst wordt uit de graad of klas in welke hij op die datum gerangschikt was.

Een ambtenaar welke na 31 Julie 1923 tot een hogere klas of rang of tot een hoger gerangschikte betrekking bevorderd wordt, of een geëmployeerde welke na die datum tot een gesalarieëerde betrekking aangesteld wordt zal, van af de datum van bevordering zich schikken naar de dan van kracht zijnde schaal van salaris met inbegrip van verhogingen onder voorbehoud dat, indien op datum van bevordering de betaling van zulk een ambtenaar meer is dan het minimum, maar het maximum niet overschrijdt, van de graad of klas, het toekennen van rechtmatige verhogingen daardoor niet belet of vertraagd zal worden.

Regulatie No. **47** (2).

Schrap "£285" en vul in "£280."

Regulatie No. **49** (1).

Schrap "en toegelaten wordt een salaris van meer dan £180 per jaar te ontvangen."

Regulatie No. **49** (2).

Schrap "en toegelaten wordt een salaris van meer dan £260 per jaar te ontvangen."

Regulatie No. **50.**

Gekanseleerd.

Regulatie No. **51** (1).

Voeg aan het einde bij—"of Schedule (*c*) naar het geval mag zijn. De schalen aangeduid in Schedule (*b*) zullen aan ambtenaren, welke niet gerechtigd zijn op vrije woning, betaald worden. De schalen aangeduid in Schedule (*c*) zullen aan ambtenaren, welke gerechtigd zijn op vrije woning, betaald worden."

Regulatie No. **51** (2).

Schrap paragraaf (*e*).

Regulatie No. **51.**

Vul in nieuwe paragraaf:—

(3) Een ambtenaar, welke op 31 Julie 1923 gerechtigd was op vrije woning en plaatselike toelage, zal van af 1 Augustus 1923, inbegrepen, plaatselike toelage volgens Schedule (*c*) van deze regulatie betaald worden, benevens een "exces plaatselike toelage" gelijkstaande met het verschil tussen de plaatselike toelage welke betaalbaar zou zijn op hetzelfde substantieve salaris onder Schedule (*b*), en de plaatselike toelage betaald onder Schedule (*c*) onder voorbehoud dat van af 1 Augustus 1923 inbegrepen—

> "de exces plaatselike toelage verminderd zal worden met de helft van het bedrag van enige verhoging toegekend, tenzij "de exces plaatselike toelage" minder is, in welk geval betaling van laatstgenoemde ophouden zal;

the "excess local allowance" will be reduced by the amount of any increase in local allowance granted unless the "excess local allowance" is less, in which case payment of the latter will cease;
on transfer to a district in which a lower rate of local allowance is operative the "excess local allowance" payable will be the excess (if any) of the local allowance on the same substantive salary calculated under Schedule (*b*), less the amount of any deductions made from the "excess local allowance" in terms of the two preceding clauses, over the local allowance payable under Schedule (*c*);
on transfer to District I payment of the "excess local allowance" will cease.

Subject to the foregoing, the "excess local allowance" will be dealt with in all respects in the same manner as the local allowance.

Regulation No. **51.**

(*a*) *Schedule of Districts*:

District II (Cape Province):- Insert, Barkly West.
District III : Insert, Kamfersdam.
District V (Transvaal Province): Insert after Rissik, Roberts Heights Line.

Regulation No. **51** (*b*).

Delete heading, and insert in place thereof:—

(*b*) *Schedule of local allowances payable to officers not entitled to free quarters.*

Delete note at foot of scale and insert in place thereof:

NOTE.—Overtime, piecework payments, special allowances, and the value of rations shall not be included in arriving at the local allowance payable.

Insert new schedule:—

(*c*) *Schedule of local allowances payable to officers entitled to free quarters.*

(Operative from 1st August, 1923.)

Substantive Salary.		Rate per Annum.				
From.	To.	District I.	District II.	District III.	District IV.	District V.
£	£		£	£	£	£
Up to	89		4	4	6	12
90	99		4	6	8	16
100	109		4	8	10	20
110	119		4	8	12	22
120	129		4	10	12	24
130	139		4	10	14	26
140	169		6	12	16	28
170	239		8	14	20	32
240	309		12	18	24	36
310	319		12	18	25	37
320	329		13	19	25	37
330	339		13	19	26	38
340	359		13	19	27	39
360	369		14	20	28	40
370	379		14	20	29	41
380	389		15	21	29	41
390	399		15	21	30	42
400	419		15	21	31	43
420	439		16	22	31	43
440	459		17	23	32	44
460	479		17	23	33	45
480	499		18	24	33	45
500	519		19	25	34	46
520	539	Nil.	19	25	35	47
540	559		20	26	35	47
560	579		21	27	36	48
580	599		21	27	37	49
600	619		22	28	37	49
620	639		23	29	38	50
640	659		23	29	39	51
660	679		24	30	39	51
680	699		25	31	40	52
700	719		25	31	41	53
720	739		26	32	41	53
740	759		27	33	42	54
760	779		27	33	43	55
780	799		28	34	43	55
800	819		29	35	44	56
820	839		29	35	45	57
840	859		30	36	45	57
860	879		31	37	46	58
880	899		31	37	47	59
900	919		32	38	47	59
920	939		33	39	48	60
940	959		33	39	49	61
960	979		34	40	49	61
980	999		35	41	50	62

de "exces plaatselike toelage" verminderd zal worden met het bedrag van enige verhoging in plaatselike toelage toegekend, tenzij de "exces plaatselike toelage" minder is, in welke geval betaling van laatstgenoemde ophouden zal;
bij verplaatsing naar een distrikt waarin een lagere schaal van plaatselike toelage van kracht is, zal de betaalbare "exces plaatselike toelage" de exces (indien enige) zijn van de plaatselike toelage op hetzelfde substantieve salaris berekend onder Schedule (*b*), min het bedrag van enige kortingen afgenomen van de "exces plaatselike toelage" uit kracht van de twee voorafgaande klausules, boven de plaatselike toelage betaalbaar onder Schedule (*c*);
bij verplaatsing naar Distrikt I zal betaling van de "exces plaatselike toelage" ophouden.

Onderworpen aan het voorafgaande zal de "exces plaatselike toelage" in alle opzichten op dezelfde wijze als de plaatselike toelage behandeld worden.

Regulatie No. **51.**

(*a*) *Schedule van Distrikten*:

Distrikt II (Kaap Provincie)—Vul in, Barkley West.
Distrikt III —Vul in, Kamfersdam.
Distrikt V (Transvaal Provincie)—Vul in, na "Rissik" "Roberts Heights Lijn."

Regulatie No. **51** (*b*).

Schrap opschrift uit, en vul instede daarvan in:—

(*b*) *Schedule van plaatselike toelagen betaalbaar aan ambtenaren niet gerechtigd op vrije woning.*

Schrap nota aan voet van schaal en vul instede daarvan in:

NOTA.—Overtijd, stukwerk betalingen, speciale toelagen, en de waarde van rantsoenen, zal niet in de berekeningen van betaalbare plaatselike toelagen ingesloten worden.

Vul in nieuwe schedule:—

(*c*) *Schedule van plaatselike toelagen betaalbaar aan ambtenaren gerechtigd op vrije woning.*

(Van kracht van af 1 Augustus 1923.)

Substantief Salaris.		Tarief per Jaar.				
Van.	Tot.	Distrikt I.	Distrikt II.	Distrikt III.	Distrikt IV.	Distrikt V.
£	£		£	£	£	£
Tot	89		4	4	6	12
90	99		4	6	8	16
100	109		4	8	10	20
110	119		4	8	12	22
120	129		4	10	12	24
130	139		4	10	14	26
140	169		6	12	16	28
170	239		8	14	20	32
240	309		12	18	24	36
310	319		12	18	25	37
320	329		13	19	25	37
330	339		13	19	26	38
340	359		13	19	27	39
360	369		14	20	28	40
370	379		14	20	29	41
380	389		15	21	29	41
390	399		15	21	30	42
400	419		15	21	31	43
420	439		16	22	31	43
440	459		17	23	32	44
460	479		17	23	33	45
480	499		18	24	33	45
500	519		19	25	34	46
520	539	Nil.	19	25	35	47
540	559		20	26	35	47
560	579		21	27	36	48
580	599		21	27	37	49
600	619		22	28	37	49
620	639		23	29	38	50
640	659		23	29	39	51
660	679		24	30	39	51
680	699		25	31	40	52
700	719		25	31	41	53
720	739		26	32	41	53
740	759		27	33	42	54
760	779		27	33	43	55
780	799		28	34	43	55
800	819		29	35	44	56
820	839		29	35	45	57
840	859		30	36	45	57
860	879		31	37	46	58
880	899		31	37	47	59
900	919		32	38	47	59
920	939		33	39	48	60
940	959		33	39	49	61
960	979		34	40	49	61
980	999		35	41	50	62

Substantive Salary.		Rate per Annum.				
From.	To.	District I.	District II.	District III.	District IV.	District V.
£	£		£	£	£	£
1,000	1,099		37	43	53	67
1,100	1,199		40	47	57	70
1,200	1,299		43	50	60	73
1,300	1,399		47	53	63	77
1,400	1,499		50	57	67	80
1,500	1,599	Nil.	53	60	70	83
1,600	1,699		57	63	73	87
1,700	1,799		60	67	77	90
1,800	1,899		63	70	80	93
1,900	1,999		67	73	83	97
2,000	and over		73	80	90	100

NOTE.—In assessing the substantive pay for the purpose of arriving at the local allowance applicable, free quarters or any allowance in lieu thereof will be included on the basis of one-sixth of the substantive rate. Overtime, piecework payments, special allowances, and the value of rations shall not be included in arriving at the local allowance payable.

Regulation No. **52** (1).

Area. Transvaal. Insert:—
Mileages 25 to 74, Lydenburg—
Olifantspoortje ... ... £24 per annum.

Regulation No. **61** (2).

Add:—Where the scale of travelling expenses does not cover the actual outlay the General Manager or head of department may in his discretion authorize such additional payment as he may consider to be warranted.

Regulation No. **66** (2).

After the word "Manager," add words "or head of department."

Regulation No. **70** (15).

Delete last sentence.

Regulation No. **78** (6).

Cancelled.

Insert the following new paragraph:—

(6) If an injured officer is incapacitated for a period exceeding three months the head of department may extend the injury-on-duty pay up to, but not exceeding, a total period of six months. Injury-on-duty pay may be allowed by the General Manager for any further period in excess of six months that may be necessary for an officer's recovery, or the General Manager may in his discretion deal with the case under the provisions of the Workmen's Compensation Act, 1914, or any amendments thereof. If the officer's case is so dealt with, his service with the Administration will, subject to the provisions of the Act, automatically terminate on payment of compensation for any permanent or partial disablement which may have been sustained.

Regulation No. **79.**

Delete: Director of Railways,
Assistant Chief Railway Storekeeper,
and insert in place thereof:
Assistant to the Chief Railway Storekeeper.
Delete from schedule in each case the words —
"officers in receipt of substantive salaries of £650 per annum and over,"
and insert in place thereof the words —
"such officers as the General Manager may from time to time decide."

Regulation No. **85.**

Insert after words "General Manager," the words —
"or head of department."

Regulation No. **95.**

TRANSVAAL:
Insert: Mileages 25 to 74, Lydenburg—
Olifantspoortje ... ... 1s. 4d. per day for each day or part of a day.

Regulation No. **110.**

Transportation Department:
Delete: Director of Railways.

Substantief Salaris.		Tarief per Jaar.				
Van.	Tot.	Distrikt I.	Distrikt II.	Distrikt III.	Dist.ikt IV.	Distrikt V.
£	£		£	£	£	£
1,000	1,099		37	43	53	67
1,100	1,199		40	47	57	70
1,200	1,299		43	50	60	73
1,300	1,399		47	53	63	77
1,400	1,499		50	57	67	80
1,500	1,599	Nil.	53	60	70	83
1,600	1,699		57	63	73	87
1,700	1,799		60	67	77	90
1,800	1,899		63	70	80	93
1,900	1,999		67	73	83	97
2,000	en meer		73	80	90	100

NOTA.—Bij bepaling van het substantieve salaris ten einde de daarbij passende plaatselike toelage vast te stellen, zal vrije woning of enige toelage instede daarvan inbegrepen worden op de basis van een-zesde van het substantieve tarief. Overtijd, stukwerk betalingen, speciale toelagen en de waarde van rantsoenen zullen niet in de berekening van de betaalbare plaatselike toelage begrepen worden.

Regulatie No. **52** (1).

Streek, Transvaal. Vul in:—
Mijlen 25 tot 74, Lijdenburg—
Olifantspoortje ... ... £24 per jaar.

Regulatie No. **61** (2).

Voeg bij:—Wanneer de schaal van reiskosten de werkelike uitgaven niet dekt, mag de Algemene Bestuurder of het departementshoofd, naar goeddunken, zulke additionele betaling autoriseren als hij gerechtvaardigd moge oordelen.

Regulatie No. **66** (2).

Voeg na het woord "Bestuurder" de woorden "of departementshoofd" bij.

Regulatie No. **70** (15).

Schrap de laatste zin uit.

Regulatie No. **78** (6).

Gekanseleerd.

Voeg de volgende nieuwe paragraaf in:—

(6) Indien een bezeerde ambtenaar voor een tijdperk van meer dan drie maanden buiten staat van dienst is gesteld geworden, mag het departementshoofd de betaling ten opzichte van dienstbezering tot op een volledig tijdvak van zes maanden niet te boven gaande, verlengen. Betaling ten opzichte van dienstbezering mag, voor enig verder tijdperk boven de zes maanden dat tot het herstel van een ambtenaar moge strekken, door de Algemene Bestuurder toegekend worden. Of de Algemene Bestuurder mag, naar goeddunken, de zaak onder de voorzieningen van de Werklieden Vergoedingswet, 1914, of enige wijzigingen daarvan, afdoen. Indien het geval van een ambtenaar aldus behandeld wordt, zal zijn dienst bij de Administratie werktuigelik eindigen, onderworpen aan de voorzieningen van de Wet, tegen betaling van vergoeding voor enig blijvende of gedeeltelike onbevoegdheid hem aangebracht.

Regulatie No. **79.**

Schrap:—Direkteur van Spoorwegen.
Assistent Hoofd Spoorweg Magazijnmeester,
en vul in plaats daarvan in:—
Assistent van de Hoofd Spoorweg Magazijnmeester.
Schrap uit de schedule in elk geval de woorden—
"ambtenaren in 't genot van substantieve salarissen van £650 per jaar en meer,"
en voeg instede daarvan in de woorden—
"zulke ambtenaren als de Algemene Bestuurder van tijd tot tijd moge beslissen."

Regulatie No. **85.**

Voeg na de woorden "Algemene Bestuurder" bij de woorden "of departementshoofd."

Regulatie No. **95.**

TRANSVAAL—
Vul in—Mijlen 25 tot 74, Lijdenburg—
Olifantspoortje ... ... 1s. 4d. per dag voor elke dag of gedeelte van een dag.

Regulatie No. **110.**

Transportatie Departement—
Schrap:—Direkteur van Spoorwegen.

Chief Civil Engineer's Department:

Delete: Assistant to the Chief Civil Engineer.
Insert: Assistant Chief Civil Engineer.

Stores Department:

Delete: Assistant Chief Railway Storekeeper.

Regulation No. **121** (1) (*a*).

Delete words "Director of Railways," and insert in place thereof "Divisional Superintendent."

EMPLOYEES' STAFF REGULATIONS.

Regulation No. **2.**

List of sub-heads of department:—

Delete: The Assistant to Chief Civil Engineer.
The Director of Railways.
The Assistant Chief Railway Storekeeper.

Insert: Assistant Chief Civil Engineer.

Regulation No. **50** (2).

Cancelled.

Insert new paragraph:—

(2) An employee may, on the authority of the General Manager, or on the personal authority of any other head of department or Divisional Superintendent, Superintendent, or Mechanical Engineer, be paid on appointment at a higher rate than may be prescribed in the pay schedule for the first year, but in the case of the powers exercised by the officers mentioned other than the General Manager or head of department, such rate shall not exceed 12s. per diem or the maximum rate for the grade if less. The head of department may personally authorize the payment of a rate not exceeding the maximum rate of pay applicable to the grade.

Regulation No. **53** (2).

Cancelled.

Insert new paragraph:—

(2) An employee may be paid increments in excess of the scale laid down both as regards the period and amount when in the opinion of the General Manager or in the personal opinion of any other head of department or Divisional Superintendent, or Superintendent duly authorized thereto by the General Manager, there are special circumstances warranting such a course, provided that in the case of the powers exercised by a head of department other than the General Manager increments may be granted up to the maximum of the grade, and in the case of a Divisional Superintendent or Superintendent the increment to any employee in receipt of more than 12s. substantive pay per diem shall not exceed 1s. per diem or be granted at any earlier period than six months from the date of the last increase. In no case shall the maximum rate of pay be exceeded without the authority of the General Manager.

Regulation No. **53** (3).

Cancelled.

Insert following new paragraph:—

(3) Any pre-Union employee (other than an employee whose grade is classified in the Artisans' Pay Schedule) who has completed seventeen years' continuous and satisfactory service, and has reached the maximum for his class or grade, may be allowed to proceed by increments of 6d. per diem to a rate of 1s. per diem beyond the maximum for his class or grade under the following conditions:—

(*a*) where the duties of the classes within a grade are not interchangeable and promotion to a higher class is dependent on a vacancy in such higher class, the first increment provided for in this regulation may be granted after twelve months' service at the maximum for the class, and the second increment after a further period of three years in the class;

(*b*) where the duties of the classes within a grade are interchangeable and promotion to a higher class is not dependent on a vacancy in such higher class, the first increment may be granted after twelve months' service at the maximum of the grade, and the second increment after a further period of three years' service in the grade;

Hoofd Civiele Ingenieurs Departement—

Schrap:—Assistent van de Hoofd Civiele Ingenieur.
Vul in:—Assistent Hoofd Civiele Ingenieur.

Magazijn Departement—

Schrap:—Assistent Hoofd Spoorweg Magazijnmeester.

Regulatie No. **121** (1) (*a*).

Schrap:—"Direkteur van Spoorwegen" en vul in stede daarvan in "Afdelings Superintendent."

PERSONEEL-REGULATIES VOOR GEEMPLOYEERDEN.

Regulatie No. **2.**

Lijst van onderhoofden van departementen:—

Schrap:—De Assistent van de Hoofd Civiele Ingenieur.
De Direkteur van Spoorwegen.
De Assistent Hoofd Spoorweg Magazijnmeester.

Vul in:—Assistent Hoofd Civiele Ingenieur.

Regulatie No. **50** (2).

Gekanseleerd.

Vul in nieuwe paragraaf:—

(2) Een geëmployeerde mag op gezag van de Algemene Bestuurder of op persoonlik gezag van enig ander departementshoofd of Afdelings Superintendent, Superintendent of Werktuigkundige Ingenieur, bij aanstelling tegen een hoger tarief betaald worden dan in de loonschedule voor het eerste jaar voorgeschreven moge zijn, maar ingeval van uitoefening van zulk gezag door bovengenoemde ambtenaren, behalve de Algemene Bestuurder of een departementshoofd, zal zulk tarief 12s. per dag of het maximum voor de graad, indien minder, niet te boven gaan. Het departementshoofd mag persoonlik de betaling van een tarief, welke het maximum loontarief van toepassing op de graad niet te boven gaat, autoriseren.

Regulatie No. **53** (2).

Gekanseleerd.

Vul in nieuwe paragraaf:—

(2) Verhogingen boven de vastgestelde schaal, zowel wat betreft tijdvak als bedrag, mogen aan een geëmployeerde betaald worden wanneer er, volgens de zienswijze van de Algemene Bestuurder of de persoonlike zienswijze van enig ander departementshoofd, of Afdelings Superintendent, of Superintendent behoorlik daartoe door de Algemene Bestuurder gemachtigd, biezondere omstandigheden bestaan welke zulk een handelwijze rechtvaardigen, onder voorbehoud dat in het geval van de uitoefening van dit gezag door een departementshoofd, uitgenomen de Algemene Bestuurder, verhogingen mogen toegekend worden tot op het maximum van de graad en in het geval van een Afdelings Superintendent of Superintendent, de verhogingen aan enige geëmployeerde, welke meer dan 12s. substantief loon per dag ontvangt, 1s. per dag niet te boven zal gaan, noch toegekend zal worden op enig tijdperk binnen zes maanden van af de datum van de laatste verhoging. In geen geval zal het maximum loontarief zonder gezag van de Algemene Bestuurder overschreden worden.

Regulatie No. **53** (3).

Gekanseleerd.

Vul in de volgende nieuwe paragraaf:—

(3) Enig vóór-Unie geëmployeerde (behalve een geëmployeerde wiens graad in de Handwerkslieden Loonschedule begrepen is) welke zeventien jaar onafgebroken en bevredigende dienst voltooid en het maximum voor zijn klas of graad bereikt heeft, mag toegelaten worden om onder de volgende voorwaarden, met verhogingen van 6d. per dag te stijgen tot een tarief van 1s. boven het maximum van zijn klas of graad:—

(*a*) wanneer de plichten van de klassen binnen een graad niet onderling verwisselbaar zijn en bevordering tot een hogere klas afhankelik is van een vakature in zulke hogere klas, mag de eerste verhoging, waarvoor in deze regulatie voorziening is gemaakt, toegekend worden na twaalf maanden dienst op het maximum voor die klas, en de tweede verhoging na een verder tijdvak van drie jaar in die klas;

(*b*) wanneer de plichten van de klassen binnen een graad onderling verwisselbaar zijn en bevordering tot een hogere klas niet afhankelik is van een vakature in zulke hogere klas, mag de eerste verhoging toegekend worden na twaalf maanden dienst op het maximum van de graad en de tweede verhoging na een verder tijdvak van drie jaar dienst in die graad;

(*c*) in special cases under paragraph (*b*) where an employee is not eligible for promotion to a higher class, but is giving satisfactory service, the first increment may be granted after twelve months' service at the maximum for the class, and the second increment after a further period of three years in the class in which such employee is graded;

(*d*) where, under paragraph (*b*), a grade includes a special class to which promotion is attainable after the lapse of a specified period, the first increment may be granted after twelve months' service at the maximum for the first class, and the second increment after the lapse of a further period of three years in the grade;

Provided that the conditions governing the granting of these increments which were in force on 31st July, 1923, shall continue to apply so long as an employee remains in the grade and class in which he was graded on that date.

Regulation No. **54** (1) (*d*).

Delete: The Director of Railways.

Regulation No. **55** (1).

Add at end:—

The rates shown in Schedule (*b*) will be paid to employees who are not entitled to free quarters. The rates shown in Schedule (*c*) will be paid to employees who are entitled to free quarters, unless otherwise provided for.

Regulation No. **55** (3).

Delete: Whole of clause (*f*).

Regulation No. **55** (4) (*c*).

Delete: "exceeding one day at any one time."

Regulation No. **55** (6).

Delete, and insert following revised paragraph:—

(6) A monthly or daily paid employee whose grade is included in Employees' Pay Schedule (*e*) (Catering grades), who is employed in a refreshment room or on a dining-car, will be paid local allowance on the following basis, according to the local allowance district in which his headquarters are situated, viz:

(*a*) Where full food and accommodation provided, or (*b*) Part food and accommodation provided, or.... (*c*) Full food and no accommodation provided....	Rates shown in Schedule (*c*).
(*d*) Where part food and no accommodation provided.....	Rates shown in Schedule (*b*).
(*e*) Where both husband and wife are employed at one station and full food and accommodation are provided.....	One-half of the rates shown in Schedule (*b*) to be paid for the husband only.

Any difference between local allowances payable under the regulations in force on the 31st July, 1923, and the allowances payable on 1st August, 1923, under these regulations will be dealt with as an "excess local allowance" in the manner provided in paragraph (7) of this regulation.

Regulation No. **55** (7).

Insert new paragraph:—

(7) An employee [other than one referred to in paragraph (6) of this regulation] who on the 31st July, 1923, was entitled to free quarters and to local allowance will, as from the 1st August, 1923, inclusive, be paid local allowance in accordance with Schedule (*c*) of this regulation, and also an "excess local allowance" equal to the difference between the local allowance which would be payable on the same substantive pay under Schedule (*b*) and the local allowance paid under Schedule (*c*), provided that as from 1st August, 1923, inclusive:—

the "excess local allowance" will be reduced by half the amount of any increment granted unless the "excess local allowance" is less, in which case payment of the latter will cease;

the "excess local allowance" will be reduced by the amount of any increase in local allowance granted unless the "excess local allowance" is less, in which case payment of the latter will cease;

(*c*) in speciale gevallen onder paragraaf (*b*) wanneer een geëmployeerde niet verkiesbaar is voor bevordering tot een hogere klas, maar bevrediging in zijn dienst verschaft, mag de eerste verhoging toegekend worden na verloop van twaalf maanden dienst op het maximum voor de klas en de tweede verhoging na een verder tijdvak van drie jaar in die klas waarin zulke geëmployeerde gerangschikt is;

(*d*) wanneer onder paragraaf (*b*) een graad een speciale klas insluit waartoe bevordering bereikbaar is na afloop van een bepaald tijdvak, mag de eerste verhoging toegekend worden na twaalf maanden dienst op het maximum voor de eerste klas en de tweede verhoging na afloop van een verder tijdperk van drie jaar in de graad;

Onder voorbehoud dat de voorwaarden aangaande het toekennen van deze verhogingen welke op 31 Julie 1923 van kracht waren, van toepassing zullen blijven zolang een geëmployeerde in de graad en klas blijft waarin hij op die datum gerangschikt was.

Regulatie No. **54** (1) (*d*).

Schrap:—Direkteur van Spoorwegen.

Regulatie No. **55** (1).

Voeg aan het einde bij:—

De tarieven aangegeven in Schedule (*b*) zullen betaald worden aan geëmployeerden welke niet op vrije woning gerechtigd zijn. De tarieven aangegeven in Schedule (*c*) zullen betaald worden aan geëmployeerden welke op vrije woning gerechtigd zijn, tenzij anderszins bepaald.

Regulatie No. **55** (3).

Schrap de gehele klausule (*f*).

Regulatie No. **55** (4) (*c*).

Schrap de woorden "een dag te boven gaande op enig afzonderlik tijdperk."

Regulatie No. **55** (6).

Schrap, en vul de volgende herziene paragraaf in:—

(6) Aan een maandeliks of dageliks betaalde geëmployeerde wiens graad begrepen is in Geëmployeerden Loonschedule (*e*) (Restauratiegraden) welke in een verversingskamer of op een restauratiewagen werkzaam is, zullen plaatselike toelagen op de volgende basis betaald worden, in overeenkomst met het plaatselike toelage distrikt waarin zijn hoofdkwartieren gevestigd zijn, nl.:—

(*a*) Waar ten volle voorziening gemaakt is voor voedsel en logies, of..... (*b*) Gedeeltelik voorziening gemaakt is voor voedsel en logies, of..... (*c*) Ten volle voorziening gemaakt is voor voedsel en geen logies.....	Tarieven aangegeven in Schedule (*c*).
(*d*) Waar gedeeltelik voorziening gemaakt is voor voedsel en geen logies.....	Tarieven aangetoond in Schedule (*b*).
(*e*) Waar beide echtgenoot en echtgenote op hetzelfde station werkzaam zijn en volledige voorziening gemaakt is voor voedsel en logies.	De helft van de tarieven aangegeven in Schedule (*b*), alleen aan de echtgenoot betaald te worden.

Enig verschil tussen de plaatselike toelage betaalbaar onder de regulaties van kracht op 31 Julie 1923 en de toelagen betaalbaar op 1 Augustus 1923 onder deze regulaties, zal behandeld worden als een "exces plaatselike toelage" op de wijze voorgeschreven in paragraaf 7 van deze regulaties.

Regulatie No. **55** (7).

Voeg nieuwe paragraaf bij:—

(7) Aan een geëmployeerde (behalve waarop paragraaf 6 van deze regulatie betrekking heeft) welke op 31 Julie 1923 gerechtigd was op vrije woning en plaatselike toelage zal van af 1 Augustus 1923, ingesloten, plaatselike toelage betaald worden volgens Schedule (*c*) van deze regulatie, benevens een "exces plaatselike toelage" gelijkstaande aan het verschil tussen de plaatselike toelage welke onder Schedule (*b*) op hetzelfde substantieve loon betaalbaar zou zijn en de plaatselike toelage betaald onder Schedule (*c*), behoudens dat van af 1 Augustus 1923, ingesloten:—

de "exces plaatselike toelage" verminderd zal worden met de helft van het bedrag van enige verhoging toegekend, tenzij de "exces plaatselike toelage" minder is, in welk geval betaling van laatstgenoemde zal ophouden;

de "exces plaatselike toelage" verminderd zal worden met het bedrag van enige verhoging in plaatselike toelage toegekend, tenzij de "exces plaatselike toelage" minder is, in welk geval betaling van laatstgenoemde ophouden zal;

on transfer to a district in which a lower rate of local allowance is operative the "excess local allowance" payable will be the excess (if any) of the local allowance on the same substantive pay calculated under Schedule (*b*), less the amount of any deductions made from the "excess local allowance" in terms of the two preceding clauses, over the local allowance payable under Schedule (*c*);

on transfer to District I payment of the "excess local allowance" will cease.

Subject to the foregoing, the "excess local allowance" will be dealt with in all respects in the same manner as the local allowance.

Regulation No. **55.**

(*a*) *Schedule of Districts.*

District II (Cape Province): Insert, Barkly West.
District III : Insert, Kamfersdam.
District V (Transvaal Province): Insert after Rissik, Roberts Heights Line.

Regulation No. **55** (*b*).

Delete heading: (*b*) *Schedule of local allowances — Daily-Paid Employees.*

Insert: (*b*) *Schedule of local allowances payable to Daily-Paid Employees not entitled to free quarters.*

Delete note at foot of scale, and insert in place thereof:—

NOTE: Overtime, piecework payments, special allowances, and the value of rations shall not be included in arriving at the local allowance payable.

Regulation No. **55** (*c*).

Insert:

(*c*) *Schedule of local allowances payable to Daily-Paid Employees entitled to free quarters.*

(Operative from 1st August, 1923.)

Substantive Rate.		District I.	District II.	District III.	District IV.	District V.
From.	To.	Rate per Weekday.	Rate per Weekday.	Rate per Weekday.	Rate per Weekday.	Rate per Weekday.
s. d.	s. d.		s. d.	s. d.	s. d.	s. d.
Up to	5 11	Nil.	0 3	0 6	0 8	1 0
6 0	6 11		0 3	0 6	0 9	1 2
7 0	7 11		0 3	0 8	0 11	1 4
8 0	8 11		0 4	0 8	0 11	1 8
9 0	10 11		0 6	0 9	1 0	1 10
11 0	14 11		0 6	0 11	1 4	2 2
15 0	19 11		0 9	1 2	1 7	2 4
20 0	22 5		0 11	1 4	1 8	2 6
22 6	25 11		1 0	1 6	1 10	2 8
26 0	26 5		1 0	1 7	1 11	2 9
26 6	28 5		1 1	1 7	1 11	2 9
28 6	and over		1 2	1 8	2 0	2 10

NOTE: In assessing the substantive pay for the purpose of arriving at the local allowance applicable, free quarters or any allowance in lieu thereof will be included on the basis of one-sixth of the substantive rate. Overtime, piecework payments, special allowances, and the value of rations shall not be included in arriving at the local allowance payable.

Regulation No. **56** (1).

Climatic allowance area: Transvaal —

Insert:—Mileages 25 to 74, Lydenburg-Olifantspoortje line ... 1s. 4d. per day.

Regulation No. **58** (1).

Delete:—The Director of Railways.

Regulation No. **59.**

Insert new paragraph:—

(1) (*b*) If an employee attends a departmental inquiry prior to performing his normal turn of duty for that day, he may be paid for the time so occupied at straight rates with a maximum of half a day's pay.

Alter number of existing paragraphs (*b*), (*c*), (*d*) to (*c*), (*d*), (*e*) respectively.

Regulation No. **60** (3).

Add:—

Where the scale of travelling expenses does not cover the actual outlay, a head of department may in his discretion authorize the payment of such additional expenses as may be warranted.

Regulation No. **61** (1) (*d*).

Delete:—The Director of Railways.

bij verplaatsing naar een distrikt waarin een lagere schaal van plaatselike toelage van kracht is, zal de betaalbare "exces plaatselike toelage" de exces (indien enige) zijn van de plaatselike toelage op hetzelfde substantieve salaris berekend onder Schedule (*b*), min het bedrag van enige kortingen afgenomen van de "exces toelage" uit kracht van de twee voorafgaande klausules, boven de plaatselike toelage betaalbaar onder Schedule (*c*);

bij verplaatsing naar Distrikt I zal betaling van de "exces plaatselike toelage" ophouden;

Onderworpen aan het voorafgaande zal de "exces plaatselike toelage" in alle opzichten op dezelfde wijze als de plaatselike toelage behandeld worden.

Regulatie No. **55.**

(*a*) *Schedule van Distrikten—*

Distrikt II (Kaap Provincie).—Vul in Barkley West.
Distrikt III —Vul in Kamfersdam.
Distrikt V (Transvaal Provincie).—Vul in na "Rissik" "Roberts Heights lijn."

Regulatie No. **55** (b).

Schrap opschrift (*b*) *schedule van plaatselike toelagen —Dageliks Betaalde Geëmployeerden.*

Vul in (*b*) *schedule van plaatselike toelagen betaalbaar aan Dageliks Betaalde Geëmployeerden nie gerechtigd op vrije woningen.*

Schrap nota aan voet van schaal en vul instede daarvan in:—

NOTA.—Overtijd, stukwerk betalingen, speciale toelagen en de waarde van rantsoenen zullen niet in de berekeningen van betaalbare plaatselike toelagen ingesloten worden.

Regulatie No. **55** (*c*).

Vul in:—

(*c*) *Schedule van plaatselike toelagen betaalbaar aan Dageliks Betaalde Geëmployeerden gerechtigd op vrije woning.*

(Van kracht van af 1 Augustus 1923.)

Substantief Tarief.		Distrikt I.	Distrikt II.	Distrikt III.	Distrikt IV.	Distrikt V.
Van.	Tot.	Tarief per Weekdag.	Tarief per Weekdag.	Tarief per Weekdag.	Tarief per Weekdag.	Tarief per Weekdag.
s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Tot	5 11	Nil.	0 3	0 6	0 8	1 0
6 0	6 11		0 3	0 6	0 9	1 2
7 0	7 11		0 3	0 8	0 11	1 4
8 0	8 11		0 4	0 8	0 11	1 8
9 0	10 11		0 6	0 9	1 0	1 10
11 0	14 11		0 6	0 11	1 4	2 2
15 0	19 11		0 9	1 2	1 7	2 4
20 0	22 5		0 11	1 4	1 8	2 6
22 6	25 11		1 0	1 6	1 10	2 8
26 0	26 5		1 0	1 7	1 11	2 9
26 0	28 5		1 1	1 7	1 11	2 9
28 6	en meer		1 2	1 8	2 0	2 10

NOTA.—Bij bepaling van het substantieve salaris ten einde de daarbij passende plaatselike toelage vast te stellen, zal vrije woning of enige toelage instede daarvan, inbegrepen worden op de basis van een-zesde van het substantieve salaris. Overtijd, stukwerk betalingen, speciale toelagen en de waarde van rantsoenen zullen niet in de berekening van de betaalbare plaatselike toelage begrepen worden.

Regulatie No. **56** (1).

Klimaatstoelage-streek: Transvaal—

Vul in: Mijlen 25 tot 74, Lijdenburg-Olifantspoortje lijn, 1s. 4d. per dag.

Regulatie No. **58** (1).

Schrap: De Direkteur van Spoorwegen.

Regulatie No. **59.**

Voeg nieuwe paragraaf bij:—

(1) (*b*) Indien een geëmployeerde een departementaal onderzoek bijwoont alvorens zijn gewone dienstbeurt voor die dag te vervullen, mag hij voor de aldus bestede tijd tegen regelmatige tarieven met een maximum van een halve dags loon betaald worden.

Verander de nummers van de bestaande paragrafen (*b*), (*c*), (*d*) tot (*c*), (*d*), (*e*).

Regulatie No. **60.**

Paragraaf (3), voeg bij:—

Wanneer de schaal van reiskosten de werkelike uitgaven niet dekt, mag een departementshoofd, naar goeddunken, de betaling van zulke additionele onkosten autoriseren als billik geacht moge worden.

Regulatie No. **61** (1) (*d*).

Schrap: De Direkteur van Spoorwegen.

Regulation No. **71** (1).

Delete:—Running Staff Pay Schedule.

Insert:—

RUNNING STAFF PAY SCHEDULE.
(Operative from 1st August, 1923.)

Grade.	Class.	Rate of Pay per Diem. 1st Year.	Increment.	Maximum.	
		s. d.	s. d.	s. d.	
Driver.....	Special	—	—	19 9	Plus local allowance according to the district in which employed, *vide* Schedules to Regulation No. 55.
„	1	—	—	19 0	
„	2	16 6	0 6	18 0	
„	3	15 0	0 6	16 0	
Passed Fireman (if passed for position of driver)	—	—	—	13 9	
Fireman.....	1	11 0	0 6	12 6	
„	2	9 6	0 6	10 6	
Guard / Ticket Examiner	Special	—	—	15 6	
	1	13 6	0 6	15 0	
	2	12 0	0 6	13 0	
	3	10 0	0 6	11 6	

NOTE: Learners to be paid according to scale laid down in section (*b*) of Employees' Pay Schedule.

Regulation No. **71** (3).

Delete: in fourth line, "13s. per day," and insert in place thereof, "the maximum rate."

Delete: in sixth line, "of 13s. per day."

Regulation No. **71** (4).

Delete: in third line, "11s. 4d. per day," and insert in place thereof, "the first-year rate of a first class fireman."

Delete: in fifth line, "a rate of pay of 11s. 4d. per day," and insert in place thereof, "the first-year rate of a first class fireman."

Delete: in eighth line, "11s. 4d. per day," and insert in place thereof, "the first-year rate of a first class fireman."

Delete: in last line, "a rate of 13s. per diem," and insert in place thereof, "the second-year rate of a first class fireman."

Regulation No. **71.**

Insert new paragraph:—

(5) Notwithstanding anything contained in the Running Staff Pay Schedule or in these regulations an employee classified in the Running Staff Pay Schedule who joined the service on or before the 31st March, 1923, and who was still in the service on the 31st July, 1923, shall continue to be remunerated at the scale of pay (including increments) applicable on the 31st July, 1923, to the class in which he was then graded until such time as he is promoted or otherwise removed from that class.

On promotion to a higher class or grade after the 31st July, 1923, such an employee shall as from the date of promotion conform to the scale of pay (including increments) then operative, provided that if such an employee's pay at the date of promotion is in excess of the minimum but not in excess of the maximum of the class to which he is promoted, this shall not prevent or retard the granting of such increments as may be allowable.

Regulation No. **92.**

Delete: "on pages 76 to 86."

Number paragraph (1).

Insert new paragraphs:—

(2) Notwithstanding anything contained in the Employees' Pay Schedules or in these regulations, an employee who joined the service on or before the 31st March, 1923, and who was still in the service on the 31st July, 1923, shall continue to be remunerated at the scale of pay (including increments) applicable on the 31st July, 1923, to the class in which he was then graded until he is promoted or otherwise removed from that class.

(3) On promotion to a higher class or grade after the 31st July, 1923, such an employee shall as from the date of promotion conform to the scale of pay then operative, provided that if such an employee's pay at the date of promotion is in excess of the minimum but not in excess

Regulatie No. **71** (1).

Schrap: Treinpersoneel Loonschedule.

Voeg bij:—

TREINPERSONEEL LOONSCHEDULE.
(Van kracht van af 1 Augustus 1923.)

Graad.	Klas.	Loontarieven per Dag. 1ste Jaar.	Verhoging.	Maximum.	
		s. d.	s. d.	s. d.	
Machinist.....	Speciaal	—	—	19 9	Plus plaatselike toelage volgens het distrikt waarin werkzaam. Zie Schedules van Regulatie No. 55.
„	1	—	—	19 0	
„	2	10 6	0 6	18 0	
„	3	15 0	0 6	16 0	
Stoker Gepasseerd (indien toegelaten voor betrekking van machinist)..	—	—	—	13 9	
Stoker.....	1	11 0	0 6	12 6	
„	2	9 6	0 6	10 6	
Kondukteur, Kaartjeonderzoeker.	Speciaal	—	—	15 6	
	1	13 6	0 6	15 0	
	2	12 0	0 6	13 0	
	3	10 0	0 6	11 6	

NOTA.—Leerlingen te worden betaald volgens schaal in Afdeling (*b*) van Geëmployeerden neergelegd.

Regulatie No. **71** (3).

Schrap in vierde regel, "13s. per dag" en vul instede daarvan in de woorden "het maximum tarief."

Schrap in de zevende regel "van 13s. per dag."

Regulatie No. **71** (4).

Schrap uit in de vierd regel "11s. 4d. per dag" en vul instede daarvan in de woorden "het eerste jaartarief voor een eerste klas stoker."

Schrap in zesde regel de woorden "een loontarief van 11s. 4d. per dag" en vul instede daarvan in de woorden "het eerste jaartarief voor een eerste klas stoker."

Schrap uit in de vierde regel "11s. 4d. per dag" en vul instede daarvan in de woorden "het eerste jaartarief voor een eerste klas stoker."

Schrap in de laatste regel "een tarief van 13s. per dag" en vul instede daarvan in de woorden "het tweede jaartarief voor een eerste klas stoker.

Regulatie No. **71.**

Vul in nieuwe paragraaf:—

(5) Niettegenstaande enig iets vervat in de Treinpersoneel Loonschedule of in deze regulaties, zal een geemployeerde gerangschikt in de Treinpersoneel Loonschedule, welke op of vóór 31 Maart 1923 in dienst trad en welke op 31 Julie 1923 nog in dienst was, de schaal van betaling (met inbegrip van verhogingen) van toepassing op 31 Julie 1923 op de klas waarin hij toen gerangschikt was, aanhouden te genieten, tot tijd en wijle hij bevorderd of anderszins uit die klas verwijderd wordt.

Bij bevordering tot een hogere klas of graad na 31 Julie 1923, zal zulk een geëmployeerde van af datum van bevordering zich schikken naar de dan van kracht zijnde schaal van betaling (met inbegrip van verhogingen), onder voorbehoud dat indien op datum van bevordering de betaling van zulk een geëmployeerde meer is dan het minimum, maar het maximum niet overschrijdt van de klas waartoe hij bevorderd wordt, het toekennen van rechtmatige verhogingen daardoor niet belet of vertraagd zal worden.

Regulatie No. **92.**

Schrap uit de woorden "op bladzijden 82 tot 92."

Nummer paragraaf (1).

Vul in nieuwe paragraaf:—

(2) Niettegenstaande enig iets vervat in de Geëmployeerden Loonschedules, of in deze regulaties, zal een geemployeerde welke op of vóór 31 Maart 1923 in dienst trad en welke op 31 Julie 1923 nog in dienst was, de schaal van betaling (met inbegrip van verhogingen) van toepassing op 31 Julie 1923 op de klas waarin hij toen gerangschikt was aanhouden te genieten tot tijd en wijle hij bevorderd of anderszins uit de klas verwijderd wordt.

(3) Bij bevordering tot een hogere klas of graad na 31 Julie 1923 zal zulk een geëmployeerde zich van af datum van bevordering schikken naar de dan van kracht zijnde schaal van betaling, onder voorbehoud dat indien op datum van bevordering de betaling van zulk een geëmployeerde meer is dan het minimum, maar het maximum niet

of the maximum of the class to which he is promoted this shall not prevent or retard the granting of such increments as may be allowable.

Employees' Pay Schedule (*a*), (*b*), (*c*), (*d*), (*e*), and (*f*) (pages 76 to 86 inclusive) cancelled.

Insert following Employees' Pay Schedule in place thereof:—

EMPLOYEES' PAY SCHEDULE.

(Operative from 1st August, 1923.)

Applicable to all employees, except:—

(1) Artisans, skilled labourers, and labourers classified in the Artisan Pay Schedule;

(2) Running staff (drivers, firemen, guards, and ticket examiners).

(a) *Railway Grades Employed at Daily Rates.*

For scales applicable to learners and junior employees under the age of 22, see Schedule (*b*).

Any youth under twenty-one years who takes independent duty in any of the grades shown in this schedule must be paid not less than the first year's rate for the grade whilst so employed. A learner in any grade which carries free quarters is not entitled to free quarters or an allowance in lieu thereof.

Grade.	Class.	Rates of Pay per Day. Plus Local Allowance according to the District in which employed, *vide* Schedules to Regulation No. 55.		
		First Year.	Increment.	Maximum.
		s. d.	d.	s. d.
Attendant, Cloakroom	1	11 0	6	13 0
" "	2	8 6	6	10 6
" Lavatory	—	8 6	6	10 6
" Lift	—	8 6	6	10 6
Baggage Foreman	—	12 6	6	16 0
Billposter, Foreman	—	13 0	6	15 0
Billposter	1	11 0	6	12 6
"	2	8 6	6	10 6
Box-packer (Carriage and Wagon)	1	11 0	6	12 0
" " "	2	9 0	6	10 6
Callman	—	8 6	6	10 6
Cargo Repairer	—	9 0	6	12 0
Carriage and Wagon Examiner	Special	16 6	6	17 6
" " "	Leading	15 6	6	16 0
" " "	1	13 0	6	15 0
" " "	2	9 6	6	12 6
Carriage and Wagon Repairer	Special	15 6	6	16 6
" " "	1	13 6	6	15 0
" " "	2	10 6	6	13 0
Cartage Foreman	1	13 0	6	17 0
" "	2	9 6	6	12 6
Chainman	—	8 6	6	10 6
(*a*) Checker, Foreman	1	16 6	6	17 6
" "	2	15 6	6	16 0
Checker	1	12 6	6	15 0
"	2	10 0	6	12 0
" Trains	—	12 6	6	15 0
Cleaner, Carriage, Foreman	—	12 0	6	14 0
" " Leading Hand	—	9 0	6	11 6
" Engine, Leading	—	9 0	6	12 0
" "	—	8 6	—	8 6
Coalman, Leading Hand	—	8 6	6	11 0
(*b*) Diver	—	—	—	—
Driver, Crane	Special	15 6	6	16 0
" "	1	12 0	6	15 0
" "	2	9 6	6	11 6
" Rail or Road Motor Trolley or Car (if qualified to perform running repairs while on the road)	1	14 0	6	16 6
" Rail or Road Motor Trolley or Car	2	11 0	6	13 6
" Road Roller Engine	—	10 6	6	13 0
" Steam Trolley or Traction Engine (if qualified to perform running repairs while on the road)	1	14 0	6	16 6
" Steam Trolley or Traction Engine	2	11 0	6	13 6

(*a*) There are certain salaried positions in this grade.

(*b*) When working under water as a diver, an employee will be paid special diving pay at the rate of 5s. per hour in lieu of the rate of pay for his ordinary occupation. A learner diver will be paid 1s. per hour special diving pay for the first two months, 2s. per hour for the second two months, in addition to the rate of pay for his ordinary occupation and thereafter, if competent, full rate as provided for divers.

overschrijdt van de klas waartoe hij bevorderd wordt, het toekennen van rechtmatige verhogingen daardoor niet belet of vertraagd worden zal.

Geëmployeerden Loonschedule (*a*), (*b*), (*c*), (*d*) (*e*) en (f) (bladzijden 82 tot en 92) gekanseleerd.

Vul in de volgende Geëmployeerden Loonschedule instede daarvan:—

GEEMPLOYEERDEN LOONSCHEDULE.

(Van kracht van af 1 Augustus 1923.)

Toepasselik op alle geëmployeerden, uitgezonderd:—

(1) Handwerkslieden, bedreven arbeiders en arbeiders gerangschikt onder de Handwerkslieden Loonschedule.

(2) Treinpersoneel (machinisten, stokers, kondukteurs en kaartjesonderzoekers).

(*a*) *Spoorweggraden in Dienst tegen Dagloon.*

[Voor schalen van toepassing op leerlingen en junior geëmployeerden onder de ouderdom van 22 jaar, zie Schedule (*b*).]

Enige jongeling onder 21 jaar die zelfstandig werk verricht in enige van de graden in deze schedule aangegeven, moet niet minder dan het tarief voor het eerste jaar voor de graad, terwijl alzo geëmployeerd, betaald worden. Een leerling in enige graad die vrije woning insluit, is niet gerechtigd op vrije woning of een toelage in plaats daarvan.

Graad.	Klas.	Loontarieven per Dag— Plus plaatselike toelage, volgens het Distrikt, waarin Werkzaam. *Zie* Schedule onder Regulatie No. 55.		
		Eerste Jaar.	Verhoging.	Maximum.
		s. d.	d.	s. d.
Bediende, Bagagekamer	1	11 0	6	13 0
" "	2	8 6	6	10 6
" Waskamer	—	8 6	6	10 6
" Elevator	—	8 6	6	10 6
Bagage, Voorman	—	12 6	6	16 0
Biljetaanplakker, Voorman	—	13 0	6	15 0
"	1	11 0	6	12 6
"	2	8 6	6	10 6
Aspakker (rijtuig en wagen)	1	11 0	6	12 0
" " "	2	9 0	6	10 6
Oproeper	—	8 6	6	10 6
Cargo Hersteller	—	9 0	6	12 0
Rijtuig en Wagen Onderzoeker	Speciaal	16 6	6	17 6
" " "	Leider	15 6	6	16 0
" " "	1	13 0	6	15 0
" " "	2	9 6	6	12 6
Rijtuig en Wagen Hersteller	Speciaal	15 6	6	16 6
" " "	1	13 6	6	15 0
" " "	2	10 6	6	13 0
Besteldienst, Voorman	1	13 0	6	17 0
" "	2	9 6	6	12 6
Kettingdrager	—	8 6	6	10 6
(*a*) Ladingmeester, Voorman	1	16 6	6	17 6
" "	2	15 6	6	16 0
"	1	12 6	6	15 0
"	2	10 0	6	12 0
" Treinen	—	12 6	6	15 0
Poetser, Rijtuig, Voorman	—	12 0	6	14 0
" " Leider	—	9 0	6	11 6
" Lokomotief, Leider	—	9 0	6	12 0
" "	—	8 6	—	8 6
Kolewerker, Leider	—	8 6	6	11 0
(*b*) Duiker	—	—	—	—
Machinist, Kraan	Speciaal	15 6	6	16 0
" "	1	12 0	6	15 0
" "	2	9 6	6	11 6
" Spoor- of Weg-motortrollie of Kar (indien bekwaam lopende herstellingen onderweg te verrichten)	1	14 0	6	16 6
" Spoor-of-Weg-motortrollie of Kar	2	11 0	6	13 6
" Weg-rollermachine	—	10 6	6	13 0
" Stoomtrollie of Traktiemachine (indien bekwaam herstellingen onderweg te verrichten)	1	14 0	6	16 6
" Stoomtrollie of Traktiemachine	2	11 0	6	13 6

(*a*) Er bestaan zeker gesalarieerde betrekkingen in deze graad.

(*b*) Indien onder water als een duiker werkzaam, zal aan een geëmployeerde het speciale duikersloon tegen het tarief van 5s. per uur betaald worden in plaats van het loontarief voor zijn gewone betrekking. Aan een leerling-duiker zal 1s. per uur speciaal duikersloon voor de eerste twee maanden, 2s. per uur voor de tweede twee maanden, behalve het loontarief voor zijn gewone betrekking betaald worden en daarna, indien bevoegd, vol tarief zoals voor duikers voorgeschreven.

Grade.	Class.	Rates of Pay per Day. Plus Local Allowance according to the District in which employed, *vide* Schedules to Regulation No. 55. First Year.	Increment.	Maximum.
		s. d.	d.	s. d.
Driver, Stationary Engine	1	14 0	6	17 0
" " "	2	10 6	6	13 6
" " "	3	9 0	6	10 0
" Van	—	8 6	6	10 0
Fencer	1	11 0	6	12 6
"	2	9 0	6	10 6
Fireman, Stationary Engine	—	8 6	6	11 6
Firelighter	—	8 6	6	10 0
Flagman	—	8 6	6	10 0
Fumigator	—	12 0	6	15 0
Gatekeeper (male)	—	8 6	6	10 0
Ganger, Permanent Way (with free quarters)	Special	15 0	6	16 0
" " "	1	12 6	6	14 6
" " "	2	11 6	6	12 0
" " "	3	9 6	6	11 0
Handyman	1	9 0	6	10 0
"	2	8 6	—	8 6
Lampman	—	8 6	6	10 0
Messenger, Head (Head Offices)	—	11 6	6	13 0
" Adult (Head Offices)	1	10 0	6	11 0
" "	2	8 6	6	9 6
Numbertaker, Foreman	—	12 0	6	13 0
Numbertaker	—	9 6	6	11 6
Police Sergeant	Special	16 6	6	17 6
" "	—	14 0	6	16 0
Police Constable, Uniformed	Special	—	—	13 6
" " "	—	10 6	6	13 0
" " Plain Clothes	—	9 6	6	10 6
Porter, Foreman	1	11 0	6	12 0
" "	2	9 0	6	10 6
" Signalling	—	8 6	6	10 6
" Platform, Baggage, Transhipment, Parcels	1	9 0	6	10 0
" " "	2	8 6	—	8 6
Pumper	1	11 0	6	14 0
"	2	8 6	6	10 6
Sanitary Foreman	—	11 6	6	15 0
Shedman	1	16 6	6	19 0
"	2	14 0	6	16 0
"	3	11 6	6	13 6
Shed Helper	1	11 0	6	13 0
"	2	8 6	6	10 6
Sheeter	—	8 6	6	10 6
Shunter, Foreman	1	16 0	6	16 6
" "	2	14 6	6	15 6
" (leading, in charge of engine)	—	12 6	6	14 0
"	1	11 6	6	12 6
"	2	8 6	6	11 0
Signalman	Special	15 6	6	18 6
		(Rate according to classification of cabin.)		
"	1	14 0	6	15 0
"	2	12 6	6	13 6
"	3	10 0	6	12 0
Station Foreman (with free quarters)	Special	14 6	6	15 0
" " "	1	12 6	6	14 0
" " "	2	10 0	6	12 0
" " "	3	8 6	6	9 6
Station Foreman, Relief (with free quarters)	Special	14 6	6	15 0
" " "	1	12 6	6	14 0
" " "	2	10 0	6	12 0
Storeman, Technical (Stores Department)	—	14 0	6	17 0
" (Stores Department)	1	12 0	6	16 0
" " "	2	9 6	6	11 6
" (Other Departments)	1	12 0	6	15 0
" " "	2	9 6	6	11 6
Squad Ganger	—	8 6	6	12 0
Telegraph Construction Foreman	—	14 6	6	19 0
Ticket Collector (on barrier duty)	1	11 0	6	13 0
" " "	2	9 0	6	10 6
Timekeeper	1	13 0	6	15 6
"	2	11 0	6	12 6
"	3	8 6	6	10 6
Washoutman	1	11 0	6	13 0
"	2	9 0	6	10 6
Watchman	—	8 6	6	10 6
Weigher	—	9 6	6	15 0

(b) *Learner and Junior Grades.*

(Operative from 1st August, 1923.)

Any youth under twenty-one years of age who takes independent duty in any of the grades shown in the Employees' Pay Schedule or Running Staff Pay Schedule must be paid not less than the first year's rate for the

Graad.	Klas.	Loontarieven per Dag—Plus plaatselike toelage, volgens het Distrikt, waarin Werkzaam. (*Zie* Schedule onder Regulatie No. 55.) Eerste Jaar.	Verhoging.	Maximum.
		s. d.	d.	s. d.
Machinst, Vaste Stoommachine	1	14 0	6	17 0
" " "	2	10 6	6	13 6
" " "	3	9 0	6	10 0
" Goederewagen	—	8 6	6	10 0
Omheiner	1	11 0	6	12 6
"	2	9 0	6	10 6
Stoker, Vaste Stoommachine	—	8 6	6	11 6
Vuuraansteker	—	8 6	6	10 0
Vlagman	—	8 6	6	10 0
Ontsmetter (fumigater)	—	12 0	6	15 0
Hekwachter (manlike)	—	8 6	6	10 0
Ploegbaas, Bereden Weg (met vrije woning)	Speciaal	15 0	6	16 0
" " "	1	12 6	6	14 6
" " "	2	11 6	6	12 0
" " "	3	9 6	6	11 0
Handige man	1	9 0	6	10 0
"	2	8 6	—	8 6
Lampenist	—	8 6	6	10 0
Bode, Hoofd (Hoofdkantoren)	—	11 6	6	13 0
" Volwassen (Hoofdkantoren)	1	10 0	6	11 0
" "	2	8 6	6	9 6
Nummeropnemer, Voorman	—	12 0	6	13 0
"	—	9 6	6	11 6
Politie Sergeant	Speciaal	16 6	6	17 6
" "	—	14 0	6	16 0
" Konstabel, in Uniform	Speciaal	—	—	13 6
" " "	—	10 6	6	13 0
" " in Burgerkleren	—	9 6	6	10 6
Kruier Voorman	1	11 0	6	12 0
" "	2	9 0	6	10 6
" Seiner	—	8 6	6	10 6
" Platform, Bagage, Overlading, Paketten	1	9 0	6	10 0
" " "	2	8 6	—	8 6
Pomper	1	11 0	6	14 0
"	2	8 6	6	10 6
Gezondheids Voorman	—	11 6	6	15 0
Loodsman	1	16 6	6	19 0
"	2	14 0	6	16 0
"	3	11 6	6	13 6
Loodshelper	1	11 0	6	13 0
"	2	8 6	6	10 6
Dekzeilbevestiger	—	8 6	6	10 6
Rangeerder, Voorman	1	16 0	6	16 6
" "	2	14 6	6	15 6
" Leider (in toezicht van Lokomotief)	—	12 6	6	14 0
"	1	11 6	6	12 6
"	2	8 6	6	11 0
Seinwachter	Speciaal	15 6	6	18 6
		(Tarief volgens klassifikatie van Seinhuis.)		
"	1	14 0	6	15 0
"	2	12 6	6	13 6
"	3	10 0	6	12 0
Station Voorman (met vrije woning)	Speciaal	14 6	6	15 0
" " "	1	12 6	6	14 0
" " "	2	10 0	6	12 0
" " "	3	8 6	6	9 6
Station Voorman Aflossings (met vrije woning)	Speciaal	14 6	6	15 0
" " "	1	12 6	6	14 0
" " "	2	10 0	6	12 0
Magazijnman, Technies (magazijndepartement)	—	14 0	6	17 0
" (magazijn departement)	1	12 0	6	16 0
" " "	2	9 6	6	11 6
" (andere departementen)	1	12 0	6	15 0
" " "	2	9 6	6	11 6
Ploegbaas (squad)	—	8 6	6	12 0
Telegraaf Aanleg Voorman	—	14 6	6	19 0
Kaartjes Opnemer (hekdienst)	1	11 0	6	13 0
" " "	2	9 0	6	10 6
Tijdhouder	1	13 0	6	15 6
"	2	11 0	6	12 6
"	3	8 6	6	10 6
Ketelwasser	1	11 0	6	13 0
"	2	9 0	6	10 6
Wachtman	—	8 6	6	10 6
Weger	—	9 6	6	15 0

(*b*) *Leerlingen en Junior Graden.*

(Van kracht van af 1 Augustus 1923.)

Enige jongeling onder 21 jaar die zelfstandig werk verricht in enige van de graden aangegeven in de Geemployeerden Loonschedule of Treinpersoneel Loonschedule moet niet minder dan het tarief voor het eerste jaar voor de graad, terwijl alzo geëmployeerd, betaald worden.

grade whilst so employed. A learner in any grade which carries free quarters is not entitled to free quarters or an allowance in lieu thereof.

Grade.	Class.	Rates of Pay per Day. Plus Local Allowance according to the District in which employed, *vide* Schedules to Regulation No. 55.
Call-boy, Engine-cleaner, Fire-lighter, Ganger, Lift-boy, Messenger, Store-boy, Storeman, Signal-boy, Telephonist, and lads or learners in any grade	—	From 4s. to 8s.
Newsboy	—	Up to 4s. (without local allowance).

(c) *Railway Grades Employed at Monthly Rates.*

(Operative from 1st August, 1923.)

Grade.	Class.	Maximum Monthly Rates of Pay. Plus Local Allowance according to the District in which employed, *vide* Schedules to Regulation No. 55.
Attendant, Ambulance-room	—	£25.
,, Waiting-room or Gate (female)	—	£5 to £11 (*a*).
,, Bookstall	—	£2 to £15 (*a*).
Caretaker (with free quarters)	Special	£20 (*b*).
,, ,, ,,	1	£15.
,, (female) (with free quarters)	—	£5 to £11 (*a*).
Compound or Location Overseer (with free quarters)	1	£20.
,, ,, ,,	2	£16.
Driver-in-Charge, Locomotive Depot	—	£28.
Farm Foreman (with free quarters)	—	£21.
Foreman Quarryman	1	£24. 10s.
,, ,,	2	£20.
,, Sailmaker	—	£30.
Gardener (with free quarters)	—	£19.
Reliefman	1	£23.
,,	2	£21.
Sanitary Inspector	—	£21.
Stable Foreman	—	£19.
Stableman	—	£14.
Ticket Examiner in Charge	—	£26. 10s.
Wardmaster (with free quarters)	—	£20 (*a*).

NOTE.—The above rates are inclusive. No weekday overtime is allowed to employees graded at monthly rates. (See Regulation No. 94.)

(*a*) According to value of position.

(*b*) These rates are not applicable to caretakers of rest-rooms, sidings, and halts, who are not regarded as employees, and whose remuneration is fixed by special agreement.

(d) *Harbour and Floating Staff.*

(Operative from 1st August, 1923.)

Grades common to railways and harbours are included in Schedule (*a*).

All monthly rates are inclusive, and employees paid at such rates are not allowed overtime payment for any time worked beyond the normal period of duty on weekdays except where otherwise specially provided for.

Employees classified in this schedule at daily rates of pay and working day-shifts will be paid the scale of overtime laid down in regulation No. 94 (2) for any time in excess of the ordinary shift worked on weekdays and between midnight Saturday and midnight Sunday.

Grade.	Class.	Maximum Rate of Pay per Month.	Maximum Rate of Pay per Day.
Baggage Attendant	—	£21	—
Boatswain	—	—	Up to 14s. (*a*).
Cook (Dredgers)	—	—	Up to 11s. 6d.
,, (Tugs)	—	—	12s.
Craneman (Floating Crane)	—	—	14s.
,, (Coaling Plant)	—	—	15s. 6d.
Coxswain	—	—	14s.
Caretaker (Life-saving Apparatus)	1	£16	—
,, ,, ,,	2	£14	—
Driver (5th class, Dredgers)	—	—	Up to 15s. 6d.
,,	—	—	Up to 19s. (*a*)

(*a*) According to craft

Een leerling in enige graad die vrije woning insluit, is niet gerechtigd op vrije woning of een toelage in plaats daarvan.

Graad.	Klas.	Loontarieven per Dag, Plus Plaatselike Toelage, volgens het Distrikt waarin Werkzaam, zie Schedule onder Regulatie No. 55.
Oproepjongens, Lokomotiefpoetser, Vuuropsteker, Ploegbaas, Elevatorjongens, Besteller, Magazijnjongens, Magazijnbeambte, Seinwachtersjongens, Telefonist, en jongens of leerlingen in enige graad	—	Van 4s. tot 8s.
Krantejongens	—	Tot op 4s. (zonder plaatselike toelage).

(c) *Spoorweggraden in Dienst tegen Maandelikse Tarieven.*

(Van kracht van af 1 Augustus 1923.)

Graad.	Klas.	Maximum Maandelikse Loontarieven. Plus Plaatselike Toelage volgens het Distrikt waarin Werkzaam, zie Schedule onder Regulatie No. 55.
Bediende, Ambulanskamer	—	£25
,, Wachtkamer of Hek (Vrouwelik)	—	£5 tot £11 (*a*)
,, Boekstal	—	£2 tot £15 (*a*)
Huisbewaarder (met vrije woning)	Speciaal	£20 (*b*)
,, ,, ,,	1	£15
,, Vrouwelik (met vrije woning)	—	£5 tot £11 (*a*)
Kompound- of Lokatieopzichter (met vrije woning)	1	£20
,, ,, ,,	2	£16
Machinist in Opzicht (Lokomotief Depot)	—	£28
Plaats Voorman (met vrije woning)	—	£21
Steengroeve Voorman	1	£24. 10s.
,, ,,	2	£20
Zeilmaker Voorman	—	£30
Tuinier (met vrije woning)	—	£19
Aflossingsman	1	£23
,,	2	£21
Gezondheidsinspekteur	—	£21
Stal Voorman	—	£19
Stalknecht	—	£14
Kaartjesonderzoeker in Beheer	—	£26. 10s.
Ziekenopzichter (met vrije woning)	—	£20 (*a*)

NOTA.—De bovengenoemde tarieven zijn insluitend, geen weekdaagse overtijd wordt toegekend aan geëmployeerden in graden tegen maandelikse tarieven. (Zie Regulatie No. 94.)

(*a*) Volgens waarde van betrekking.

(*b*) Deze tarieven zijn niet van toepassing op bewaarders van rustkamers, zijlijnen en halten die niet als geëmployeerden beschouwd worden en wiens loon bij wijze van speciale overeenkomst vastgesteld is.

(d) *Haven- en Varend Personeel.*

(Van kracht van af 1 Augustus 1923.)

Graden gemeen aan beide spoorwegen en havens zijn in Schedule (*a*) begrepen.

Alle maandelikse tarieven zijn insluitend en geemployeerden betaald tegen zodanige tarieven worden niet overtijdbetaling toegekend voor enige tijd buiten het normale diensttijdvak op weekdagen gewerkt, behalve waar anderszins speciale voorziening is gemaakt.

Aan geëmployeerden gerangschikt onder deze schedule tegen dagtarieven en dagschoften werkende, zal een schaal van overtijd, neergelegd in regulatie No. 94 (2), voor enige tijd de gewone schoft te boven gaande, gewerkt op weekdagen en tussen middernacht Zaterdag en middernacht Zondag, betaald worden.

Graad.	Klas.	Maximum Tarief van Loon per Maand.	Maximum Tarief van Loon per Dag.
Bagage Bediende	—	£21	—
Bootsman	—	—	Tot op 14s. (*a*)
Kok (Baggermachines)	—	—	Tot op 11s. 6d.
,, (Sleepboten)	—	—	12s.
Kraanwerker (Drijvende Kraan)	—	—	14s.
Kraanwerker (Kole-instelling)	—	—	15s. 6d.
Stuurman	—	—	14s.
Bewaarder (Reddingstoestel)	1	£16	—
,,	2	£14	—
Machinist (5de klas baggermachines)	—	—	Tot op 15s. 6d.
,,	—	—	Tot op 19s. (*a*)

(*a*) Volgens Vaartuig

Grade.	Class.	Maximum Rate of Pay per Month.	Maximum Rate of Pay per Day.
Deckhand (Dredgers)	—	—	12s.
,, (Tugs)	—	—	12s.
Dumper Liftman	—	—	15s. 6d.
Diver	—	—	— (*b*)
,, (Assistant or Attendant)	—	—	10s. 6d.
,, (Labourer)	—	—	8s. 6d.
(*c*) Engineer, 1st	—	Up to £28 (*a*)	—
(*c*) ,, 2nd and 3rd	—	Up to £26.10s.(*a*)	—
,, 4th and 5th	—	Up to £25	—
,, Dredger "Palus"	—	Up to £29	—
,, Dredgers	—	£26. 10s. (*a*)	—
,, Floating Crane	—	Up to £26. 10s.	—
,, Junior, Floating Dock	—	Up to £25	—
,, Junior, Relieving Dredgers and Tugs	—	Up to £25 (*a*)	—
Ferryman	—	—	12s.
Fireman (Dredgers)	—	—	12s.
,, (Tugs)	—	—	13s.
General Foreman	—	£26. 10s.	—
Greaser (Tugs)	—	—	13s.
,, (Dredgers)	—	—	12s.
Ladderman	—	—	12s.
Landing Overseer, Foreman	—	£24. 10s.	—
Landing Overseer	1	—	16s. 6d.
,, ,,	2	—	15s. 6d.
,, ,,	3	—	14s.
Launch Driver	—	—	12s. 6d.
Lighterman, Chief	1	£24. 10s. and quarters.	—
,, ,,	2	£23. 10s.	—
Lighterman	—	—	10s.
Lighter Coxswain	—	—	14s.
(*c*) Master	—	Up to £28 (*a*)	—
(*c*) Mate	—	Up to £24 (*a*)	—
Mate	—	—	Up to 15s. 6d.(*a*)
Mooring Attendant	1	—	15s.
,, ,,	2	—	12s.
Port Boatman	—	£14. 10s. and quarters.	—
Port Coxswain	1	£19. 10s. and quarters.	—
,, ,,	2	£19. 10s.	—
,, ,,	3	£15. 10s.	—
Quartermaster (Dredgers)	—	—	12s. 6d.
Squad Ganger (Floating Dock)	—	—	14s.
Shore Boatswain	—	—	16s. 6d.
Signalman (Marine)	—	£21 and quarters.	—
,, ,, (Assistant)	—	£17 and quarters.	—
Transporterman	—	—	15s. 6d.
Winchman	—	—	11s. 6d.
Waterman, Chief	—	£19. 10s.	—
Waterman	—	—	12s. 6d.
Watchman, Dredgers	—	£14. 10s.	—

(*b*) When working under water as a diver, an employee will be paid special diving pay at the rate of 5s. per hour in lieu of the rate of pay for his ordinary occupation. A learner diver will be paid 1s. per hour special diving pay for the first two months, 2s. per hour for the second two months in addition to the rate of pay for his ordinary occupation and thereafter, if competent, full rate as provided for divers.

(*c*) There are certain salaried positions in these grades.

(e) *Catering Grades.*

(Operative from 1st August, 1923.)

Grade.	Class.	Maximum Rates of Pay per Month.
Bedding Checker	1	£17
,, ,,	2	£14
Bedding Foreman	1	£25
,, ,,	2	£20
Bedding Porter	—	£13. 10s.
Bed Repairer	—	£17. 10s.
Cellarman	1	£17
,,	2	£13
Mineral Water Foreman	—	£28
,, ,, (Assistant)	—	£21
Storeman	1	£21
,,	2	£17
,,	3	£11
Tailoress	—	£13

Plus local allowance according to district in which employed, *vide* Schedules to Regulation No. 55.

The undermentioned employees of the Catering Department who are allowed both full free food and sleeping accommodation (which shall mean a reasonably

Graad.	Klas.	Maximum Tarief van Loon per Maand.	Maximum Tarief van Loon per Dag.
Dekgast (Baggermachines)	—	—	12s.
,, (Sleepboten)	—	—	12s.
Dumper Liftman	—	—	15s. 6d.
Duiker	—	—	— (*b*)
,, (Assistent of Bediende)	—	—	10s. 6d.
,, (Arbeider)	—	—	8s. 6d.
(*c*) Machinist, 1ste	—	Tot op £28 (*a*)	—
(*c*) ,, 2de en 3de	—	Tot op £26. 10s. (*a*)	—
,, 4de en 5de	—	Tot op £25	—
,, Baggermachine "Palus"	—	Tot op £29	—
,, Baggermachines	—	£26. 10s. (*a*)	—
,, Drijvende Kraan	—	Tot op £26. 10s.	—
,, Junior Drijvend Dok	—	Tot op £25	—
,, Junior Aflossing Baggermachines en Sleepboten	—	Tot op £25 (*a*)	—
Veerman	—	—	12s.
Stoker (Baggermachines)	—	—	12s.
,, (Sleepboten)	—	—	13s.
Algemene Voorman	—	£26. 10s.	—
Smeerder (Sleepboten)	—	—	13s.
,, (Baggermachines)	—	—	12s.
Ladderman	—	—	12s.
Landingsopzichter, Voorman	—	£24. 10s.	—
Landingsopzichter	1	—	16s. 6d.
,,	2	—	15s. 6d.
,,	3	—	14s.
Motorsloep Drijver	—	—	12s. 6d.
Lichterman, Hoofd	1	£24, 10s. en woning	—
,,	2	£23. 10s.	—
,,	—	—	10s.
Lichterroerman	—	—	14s.
(*c*) Gezagvoerder	—	Tot op £28 (*a*)	—
(*c*) Stuurman	—	Tot op £24 (*a*)	—
Stuurman	—	—	Tot op 15s. 6d. (*a*)
Vertuier	1	—	15s.
,,	2	—	12s.
Haven Bootman	—	£14. 10s. en woning	—
Haven Roerganger	1	£19. 10s. en woning	—
,, ,,	2	£19. 10s.	—
,, ,,	3	£15. 10s.	—
Kwartiermeester (Baggermachines)	—	—	12s. 6d.
Ploegbaas (Squad) Drijvend Dok	—	—	14s.
Bootsman aan Wal	—	—	16s. 6d.
Seinwachter (Zee)	—	£21 en woning	—
,, ,, Assistent	—	£17 en woning	—
Transporterman	—	—	15s. 6d.
Windasdrijver	—	—	11s. 6d.
Waterman, Hoofd	—	£19. 10s.	—
,,	—	—	12s. 6d.
Wachtman (Baggermachines)	—	£14. 10s.	—

(*b*) Wanneer werkzaam onder water als duiker zal een geëmployeerde speciaal duikerloon tegen het tarief van 5s. per uur inplaats van het loontarief voor zijn gewone betrekking betaald worden. Een leerlingduiker zal 1s. per uur speciale duikersbetaling ontvangen gedurende de eerste twee maanden, 2s. per uur gedurende de volgende twee maanden, behalve het loontarief voor zijn gewone betrekking, en daarna, indien bevoegd, vol tarief zoals vastgesteld door duikers.

(*c*) Er bestaan zekere gesalarieerde betrekkingen in deze graden.

(e) *Restauratiegraden.*

(Van kracht van af 1 Augustus 1923.)

Graad.	Klas.	Maximum Tarief van Betaling per Maand.
Beddeopzichter	1	£17
,,	2	£14
Beddegoed Voorman	1	£25
,, ,,	2	£20
Beddegoed Kruier	—	£13. 10s.
Bedhersteller	—	£17. 10s.
Keldermeester	1	£17
,,	2	£13
Mineraalwater Voorman	—	£28
,, ,, Assistent.	—	£21
Magazijnbeambte	1	£21
,,	2	£17
,,	3	£11
Kledermaakster	—	£13

Plus plaatselike toelage volgens het distrikt waarin werkzaam. Zie Schedule onder Regulatie No. 55.

Aan de hierondergenoemde geëmployeerden van het Restauratiedepartement, aan wie beide, volle vrije kost en slaapgelegenheid (hetwelk een redelik gemeubileerde kamer zal betekenen) toegestaan worden, zal, wanneer in

furnished room) will be paid local allowance when stationed within a local allowance district in accordance with the terms of regulation No. 55 (6).

The rates shown are maximum rates for the highest class of work within the grade.

The various appointments within the grades will be valued and paid for according to the importance of each appointment.

(Operative from 1st August, 1923.)

Grade.	Class.	Rates of Pay Per Month. Minimum.	Rates of Pay Per Month. Maximum.	Remarks.
Refreshment-rooms.				
Attendant, Female (Stall)....	—	—	£11	Free food when on duty and sleeping accommodation when available.
,, ,, (Bar).....	—	—	£16	,, ,,
Barman, Head.....	—	—	£21	,, ,,
,, ...	—	£9	£20	,, ,,
Cashier, Female.....	—	—	£12	,, ,,
Chef.....	Special	—	£38	,, ,,
,, ...	1	—	£24	,, ,,
,, ...	2	£12. 10s.	£19	,, ,,
Cook.....	1	—	£14	,, ,,
,, ...	2	£7	£9	,, ,,
(*a*) Local Manager.....	—	£13	£27	,, ,,
(*a*) ,, Manageress.....	1	—	£19	,, ,,
,, ,, ...	2	£12	£13	,, ,,
,, ,, (Assistant)	—	£11	£12	,, ,,
,, ,, ,, when employed in dual appointment with husband....	—	£2	£4. 10s.	,, ,,
Stallman.....	—	—	£15	,, ,,
Waiter, Head.....	—	£12	£16	,, ,,
,, ...	—	£7	£13	,, ,,
Waitress.....	—	£5	£10	,, ,,
Dining-cars.				
Attendant, Bedding.....	—	—	£9	Free food and sleeping accommodation when on duty on train.
,, Private Coach....	—	—	£19	,, ,,
Chef.....	1	—	£33	,, ,,
,, ...	2	17	£24	,, ,,
Cook.....	1	—	£17	,, ,,
,, ...	2	£10	£13	,, ,,
Pantryman.....	—	—	£9	,, ,,
Scullion.....	—	—	£9	,, ,,
Steward, Chief.....	1	—	£28	,, ,,
,, ,, ...	2	£18	£21	,, ,,
Steward, Second.....	—	£11	£13	,, ,,
Steward	—	£9	£11	,, ,,
,, Bedding.....	—	—	£13	,, ,,

(*a*) There are salaried positions in these grades for certain senior positions.

Regulation No. **102** (2).

In ninth line, after word "head," insert "or subhead."

Regulation No. **104.**

Seventh line, after word "head," insert "or subhead."

Regulation No. **106.**

Paragraph (2), after word "manager" in fourth line, insert words "or head of department."

Regulation No. **111** (7).

Delete last sentence.

Regulation No. **111.**

Insert new paragraph:—

(13) Additional leave equal to one-quarter of the annual leave due but not exceeding three days may be granted to any employee stationed in South-West Africa once per annum when proceeding to the Union on annual vacation leave.

Regulation No. **113.**

Paragraph (6) cancelled.

Insert new paragraph:—

(6) If an injured employee is incapacitated for a period exceeding three months, the head of department may extend the injury-on-duty pay up to but not exceeding a total period of six months. Injury-on-duty pay may be allowed by the General Manager for any further period in excess of six months that may be necessary for an employee's recovery, or the General Manager may in his

een plaatselike toelagestreek gestationeerd volgens de voorschriften van regulatie No. 55 (6), plaatselike toelage betaald worden.

De aangegeven tarieven zijn maximum tarieven voor de hoogste klas van werk in de graad.

De verschillende aanstellingen binnen de graden zullen gewaardeerd en beloond worden volgens de belangrijkheid van elke aanstelling.

(Van kracht van af 1 Augustus 1923.)

Graad.	Klas.	Loontarieven Per Maand. Minimum.	Loontarieven Per Maand. Maximum.	Opmerkingen.
Verversingskamers.				
Bediende, Vrouwelike (Stal).....	—	—	£11	Vrije kost wanneer op dienst en slaapgelegenheid wanneer beschikbaar.
,, ,, (Bar).....	—	—	£16	,, ,,
Buffetbediende, Hoofd.....	—	—	£21	,, ,,
,, ,, ...	—	£9	£20	,, ,,
Kassier, vrouwelike.....	—	—	£12	,, ,,
Chef.....	Spesiaal	—	£38	,, ,,
,, ...	1	—	£24	,, ,,
,, ...	2	£12. 10s.	£19	,, ,,
Kok.....	1	—	£14	,, ,,
,, ...	2	£7	£9	,, ,,
*Plaatselike Bestuurder.....	—	£13	£27	,, ,,
* ,, Bestuurderes.....	1	—	£19	,, ,,
,, ,, ...	2	£12	£13	,, ,,
,, ,, Assistent	—	£11	£12	,, ,,
,, ,, ,, wanneer werkzaam in tweeledige aanstelling met echtgenoot	—	£2	£4. 10s.	,, ,,
Winkelbediende.....	—	—	£15	,, ,,
Tafelbediende, Hoofd.....	—	£12	£16	,, ,,
,, ...	—	£7	£13	,, ,,
,, Vrouwelik.....	—	£5	£10	,, ,,
Restauratiewagens.				
Bediende, Beddegoed.....	—	—	£9	,, ,,
,, Privaat Rijtuig.....	—	—	£19	,, ,,
Chef.....	1	—	£33	,, ,,
,, ...	2	£17	£24	,, ,,
Kok.....	1	—	£17	,, ,,
,, ...	2	£10	£13	,, ,,
Dispensbediende.....	—	—	£9	,, ,,
Koksjongen.....	—	—	£9	,, ,,
Hofmeester, Hoofd.....	1	—	£28	,, ,,
,, ,, ...	2	£18	£21	,, ,,
,, Tweede.....	—	£11	£13	,, ,,
,, ...	—	£9	£11	,, ,,
,, Beddegoed.....	—	—	£13	,, ,,

* Er zijn gesalarieerde betrekkingen in deze graden voor zekere senior aanstellingen.

Regulatie No. **102** (2).

Vul in de tiende regel na het woord "hoofd" de woorden "of onderhoofd" in.

Regulatie No. **104.**

Vul in de laatste regel na het woord "hoofd" de woorden "of onderhoofd" in.

Regulatie No. **106.**

Paragraaf (2), na "Algemene Bestuurder" in de vijfde regel, vul in de woorden "of departementshoofd."

Regulatie No. **111** (7).

Schrap de laatste zin uit.

Regulatie No. **111.**

Vul in nieuwe paragraaf:—

(13) Additioneel verlof gelijkstaande aan een vierde van het verschuldigde jaarlikse verlof, doch drie dagen niet te boven gaande, mag eenmaal per jaar aan enig in Zuidwest-Afrika gestationeerde geëmployeerde toegekend worden, wanneer hij op jaarliks vakantieverlof gaat.

Regulatie No. **113.**

Paragraaf (6) gekanseleerd.

Vul in nieuwe paragraaf:—

(6) Indien een bezeerde ambtenaar voor een tijdperk van meer dan drie maanden buiten staat van dienst gesteld is geworden, mag het departementshoofd de betaling ten opzichte van dienstbezering tot op een volledig tijdvak van zes maanden, niet te boven gaande, verlengen. Betaling ten opzichte van dienstbezering mag voor enig verder tijdperk boven de zes maanden dat tot het herstel van de ambtenaar moge strekken, door de Algemene Bestuurder toegekend worden. Of de Algemene Bestuurder mag, naar

discretion deal with the case under the provisions of the Workmen's Compensation Act, 1914, or any amendment thereof. If the case is so dealt with, the employee's services with the Administration will, subject to the provisions of the Act, automatically terminate on payment of compensation for any permanent or partial disablement sustained.

Regulation No. **116.**

Delete:—Director of Railways.

Regulation No. **124** (7).

First line, delete word "transhipping" appearing before word "checker."

Regulation No. **128** (4).

Sixth line, after word "manager," insert words "or head of department."

Regulation No. **130** (4).

Delete:—Director of Railways.

Regulation No. **149.**

General Manager's Department:

Delete:—Chief Assistants to General Managers.
Insert:—A Chief Assistant to General Manager.

Transportation Department:

Delete:—Director of Railways.

Chief Civil Engineer's Department:

Delete:—Assistant to Chief Civil Engineer.
Insert:—Assistant Chief Civil Engineer.

Stores Department:

Delete:—Assistant Chief Railway Storekeeper.

DEPARTMENT OF POSTS AND TELEGRAPHS.

The following Government Notice is published for general information.

E. STURMAN,
Postmaster-General.

* No. 1196.] [20th July, 1923.

A sale of undeliverable and abandoned articles held by the Returned Letter Office, General Post Office, Capetown, will take place in the auction rooms of Mr. Rael Gordon, 32 Burg Street, at 10 a.m. on the 30th July, 1923.

DEPARTMENT OF JUSTICE.

The following Government Notices are published for general information.

D. D. KEAY,
Acting Secretary for Justice.

Department of Justice, Pretoria.

* No. 1229.] [24th July, 1923.

His Royal Highness the Governor-General has, in terms of section *one hundred* of the South Africa Act, 1909, appointed the Honourable John Stephen Curlewis to act as Judge-President of the Transvaal Provincial Division of the Supreme Court of South Africa during the absence on leave of the Honourable Sir Arthur Wier Mason, with effect from the 1st July, 1923.

* No. 1230.] [24th July, 1923.

His Highness the Governor-General-in-Council has, in terms of section *one hundred* of the South Africa Act, 1909, appointed Advocate G. G. Sutton, K.C., to act as a Judge of the Cape of Good Hope Provincial Division of the Supreme Court of South Africa for a period of two months from the 1st August, 1923, *vice* the Honourable Mr. Justice E. F. Watermeyer, absent on leave.

* No. 1231.] [24th July, 1923.

His Royal Highness the Governor-General-in-Council has, in terms of section *one* of Act No. 2 of 1918, appointed Osman Broster to be Special Justice of the Peace, during pleasure, at Alicedale, in the District of Albany, Province of the Cape of Good Hope, with effect from the 10th July, 1923, *vice* O. R. Jordan.

* No. 1232.] [24th July, 1923.

The Acting Minister of Justice has made the following appointment with effect in each case from the date of assumption of duty except where otherwise stated:—

SPECIAL JUSTICE OF THE PEACE.

(*Section* nine, *Act No.* 2 *of* 1918.)

Leonard Matthew Ambler, at Carnarvon.

ACTING DEPUTY-SHERIFF.

(*Section* one, *Act No.* 21 *of* 1905.)

Walter Stanley Carter, at Newcastle, during the absence on leave of Frank Greaves, junior, with effect from 18th July, 1923.

goeddunken, de zaak onder de voorzieningen van de Werklieden Vergoedings Wet, 1914, of enige wijzigingen daarvan, afdoen. Indien het geval van een ambtenaar aldus behandeld wordt, zal zijn dienst bij de Administratie, onderworpen aan de voorzieningen van de wet, werktuigelik eindigen tegen betaling van vergoeding voor enig blijvende of gedeeltelike onbevoegdheid hem aangebracht.

Regulatie No. **116.**

Schrap: Direkteur van Spoorwegen.

Regulatie No. **124** (7).

Schrap uit het woord "overlading" onmiddellik verbonden aan het woord "ladingmeester."

Regulatie No. **128** (4).

Vul in de zevende regel na het woord "Bestuurder" de woorden "of departementshoofd" in.

Regulatie No. **130** (4).

Schrap uit "Direkteur van Spoorwegen."

Regulatie No. **149.**

Algemene Bestuurdersdepartement—

Schrap: Hoofd Assistenten van Algemene Bestuurders.

Vul in: Een Hoofd Assistent Van de Algemene Bestuurder.

Transportatiedepartement—

Schrap: Direkteur van Spoorwegen.

Hoofd Civiele Ingenieursdepartement—

Schrap: Assistent van de Hoofd Civiele Ingenieur.

Vul in: Assistent Hoofd Civiele Ingenieur.

Magazijndepartement—

Schrap: Assistent Hoofd Spoorweg Magazijnmeester.

DEPARTEMENT VAN POST- EN TELEGRAAFWEZEN.

Die volgende Goewerments Kennisgewing word ter algemene informasie gepubliseer.

E. STURMAN,
Postmeester-generaal.

Departement van Posterye en Telegrafie.

* No. 1196.] [20 Julie 1923.

'n Openbare verkoping van die volgende onbestelbare en abandonneerde artiekels, tans in bewaring van die kantoor vir onafgehaalde briewe, algemene poskantoor Kaapstad, sal gehou word om 10 uur v.m., 30 Julie 1923, in die vendukamers van Mnr. Rael Gordon, 32 Burgstraat.

DEPARTEMENT VAN JUSTITIE.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

D. D. KEAY,
Waarnemende Sekretaris voor Justitie.

Departement van Justitie.

* No. 1229.] [24 Julie 1923.

Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade heeft, ingevolge artikel *honderd* van de Zuid-Afrika Wet, 1909, Zijn Edelachtbare John Stephen Curlewis aangesteld om gedurende de afwezigheid op verlof van Zijn Edelachtbare Sir Arthur Wier Mason, met effekt van 1 Julie 1923 als Rechter-President van de Transvaal Provinciale Afdeling van het Hooggerechtshof van Zuid-Afrika waar te nemen.

* No. 1230.] [24 Julie 1923.

Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade heeft, ingevolge artikel *honderd* van de Zuid-Afrika Wet, 1909, Advokaat G. G. Sutton, K.C., benoemd om gedurende de afwezigheid op verlof van Zijn Edelachtbare Rechter E. F. Watermeyer voor de tijd van twee maanden, van af 1 Augustus 1923, als een Rechter van de Kaapse Provinciale Afdeling van het Hooggerechtshof van Zuid-Afrika waar te nemen.

* No. 1231.] [24 Julie 1923.

Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade heeft, ingevolge artikel *een* van Wet No. 2 van 1918, voor zolang het hem goed zal dunken, met effekt van 10 Julie 1923, in de plaats van O. R. Jordan, Osman Broster als Speciale Vrederechter te Alicedale, in het Distrikt Albany, Provincie Kaap de Goede Hoop, aangesteld.

* No. 1232.] [24 Julie 1923.

De Waarnemende Minister van Justitie heeft de volgende aanstellingen gedaan met effekt in ieder geval van de datum van dienstopneming behalve waar anders vermeld is:—

SPECIALE VREDERECHTER.

(*Artikel* negen, *Wet No.* 2 *van* 1918.

Leonard Matthew Ambler, te Carnarvon.

WAARNEMENDE ADJUNKTBALJUW.

(*Artikel* een, *Wet No.* 21 *van* 1905.)

Walter Stanley Carte, te Newcastle, gedurende de afwezigheid op verlof van Frank Greaves, junior, met effekt van 18 Julie 1923.

✱ No. 1233.] [24th July, 1923.

His Royal Highness the Governor-General-in-Council has, in terms of section *two* of Act No. 16 of 1914, (1) appointed the persons mentioned in the first portion of the following Schedule to be Justices of the Peace during pleasure for the wards indicated opposite their names; (2) cancelled the appointments held by the persons set forth in the second portion of the Schedule referred to.

SCHEDULE.

APPOINTMENTS.

District.	*Ward.*	*Person.*	*Address.*
Kuruman	Korannaberg	Charl Gert Daniel Grové	Dedeben, P.O. Faansgrove.
Calitzdorp	Cango Berg	Marthinus Johannes Bekker	Kruis Rivier West, P.O. Kruis Rivier West.
Queenstown	Buccleugh	Edward George Arthur Simms	Imvani, P.O. Imvani Station.
Estcourt	No. 47	Edward Trafford	Killmore, P.O. Rosetta.
Estcourt	No. 48	Charles Maynard Moore Norton	Udine Farm, P.O. Mooi River.
Bloemfontein	Middel Modder Rivier	Michiel Christoffel Bosman	Saltpan, P.O. Saltpan.

CANCELLATION OF APPOINTMENTS.

District.	*Ward.*	*Person.*
Willowmore	Baviaans Kloof	Richard Raymond Strydom.
Estcourt	No. 47	George Cookman Robinson.
Bloemfontein	Middel Modder Rivier	Isaac Newton.
Maclear	Ugie	Roland John Lake.
Zoutpansberg	Klein Spelonken	Daniel Izak Hermanus Buchling.

✱ No. 1238.] [24th July, 1923.

His Royal Highness the Governor-General-in-Council has been pleased, under the provisions of section *ten* of the Police Act, 1912, to amend the South African Police Regulations published under Government Notice No. 116 of the 18th January, 1921, in the manner set out in the annexure hereto.

ANNEXURE.

In regulation 27 delete the words "The pay of the Force At the end of regulation 27, sub-section (*e*), add the following:—

27A. All members of the Force who on the 31st day of July, 1923, were holding a substantive (non-acting) appointment in any rank shall be entitled until promoted or removed from that rank to be paid at the following rates:—

At the end of regulation 27, sub-section (*a*), add the following:—

From and after the 1st day of August, 1923, the pay of new entrants to the Force or of members of the Force promoted or removed to any rank other than that in which they are serving shall be as follows:—

(1) EUROPEAN ESTABLISHMENT.

(*a*) *Commissioned Officers*—

Commissioner	£1500—£50—£1700
Deputy-Commissioner (Headquarters)	£900—£40—£1100
Deputy-Commissioner	£800—£30— £950
Divisional and Senior Inspectors	£650—£25— £750
Inspectors	£500—£25— £600
Sub-Inspectors	£420—£20— £480

Inspectors after completion of four years' service on the maximum of scale of the rank will receive a long service increment of £50 per annum.

Sub-Inspectors after completion of four years' service on the maximum scale of the rank will receive a long service increment of £30 per annum.

(*b*) *Other Ranks*—

Rank.		*Uniform.* £	*Detective.* £
(1) Head Constable	1st year	340	380
" "	2nd "	360	400
" "	3rd "	360	400
" "	4th "	380	420
" "	5th "	380	420
" "	6th "	380	420
" "	7th " (Long Service Increment)	400	440
(2) Sergeant, 1st Class	1st "	300	340
" "	2nd "	315	355
" "	3rd "	315	355
" "	4th "	330	370
" "	5th "	330	370
" "	6th "	330	370
" "	7th " (Long Service Increment)	350	390
(3) Sergeant, 2nd Class	1st "	260	280
" "	2nd "	275	295
" "	3rd "	275	310
" "	4th "	290	325
" "	5th "	290	325
" "	6th "	290	325
" "	7th " (Long Service Increment)	305	340
(4) Constable, 1st Class	1st "	150	170
" "	2nd "	162	182
" "	3rd "	174	194
" "	4th "	186	206
" "	5th "	198	218
" "	6th "	222	242
" "	7th "	234	254
" "	8th "	234	254
" "	9th "	246	266
" "	10th "	246	266

✱ No. 1233.] [24 Julie 1923.

Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade heeft, ingevolge artikel *twee* van Wet No. 16 van 1914: (1) voor zo lang het hem goed zal dunken de personen genoemd in het eerste gedeelte van de bijgaande lijst tot vrederechters voor de tegenover hunne namen vermelde wijken aangesteld en (2) de aanstellingen gehouden door de personen genoemd in het tweede gedeelte van die lijst weder ingetrokken.

LIJST.

AANSTELLINGEN.

Distrikt.	*Wijk.*	*Persoon.*	*Adres.*
Kuruman	Korrannaberg	Charl Gert Daniel Grové	Dedeben, P.K. Faansgrove.
Calitzdorp	Cango Berg	Marthinus Johannes Bekker	Kruisrivier West, P.K. Kruisrivier West.
Queenstown	Buccleugh	Edward George Arthur Simms	Imvani, P.K. Station Imvani.
Estcourt	No. 47	Edward Trafford	Killmore, P.K. Rosetta.
Estcourt	No. 48	Charles Maynard Moore Norton	Udine Farm, P.K. Mooirivier.
Bloemfontein	Middel Modderrivier	Michiel Christoffel Bosman	Saltpan, P.K. Saltpan.

INTREKKING VAN AANSTELLINGEN.

Distrikt.	*Wijk.*	*Persoon.*
Willowmore	Baviaanskloof	Richard Raymond Strydom.
Estcourt	No. 47	George Cookman Robinson.
Bloemfontein	Middel Modderrivier	Isaac Newton.
Maclear	Ugie	Roland John Lake.
Zoutpansberg	Klein Spelonken	Daniel Izak Hermanus Buchling

✱ No. 1238.] [24 Julie 1923.

Het heeft Zijn Koninklike Hoogheid de Goeverneur-generaal-in-Rade behaagd, krachtens de bepalingen van artikel *tien* van de Politie Wet, 1912, de Zuidafrikaanse Politie Regulaties, gepubliceerd bij Regerings Kennisgeving No. 116 van 18 Januarie 1921 op de wijze uiteengezet in de hieraangehechte bijlage te wijzigen.

BIJLAGE.

In regulatie 27 schrap de woorden " Die traktement en soldy in die Mag is as volg " en stel daarvoor het volgende in de plaats:—

27A. Al die lede van die Mag wat op die 31ste dag van Julie 1923 'n substantiewe (nie waarnemende nie) aanstelling in 'n rang gehad het is geregtig om traktement en soldy te ontvang as volg, tot dat hul bevorder of uit die rang oorgeplaas word:—

Aan het einde van regulatie 27, subartikel (*e*), voeg het volgende:—

Vanaf en na die eerste dag van Augustus 1923 is die traktement en soldy van persone wat hul by die Mag aansluit of van lede van die Mag wat bevorder of oorgeplaas word naar 'n andere rang dan waarin hul gedient het as volg:—

(1) BLANKE DIENSSTAAT.

(*a*) *Offisiere*—

Kommissaris	£1500—£50—£1700
Adjunk-Kommissaris (Hoofkwartier)	£900—£40—£1100
Adjunk-Kommissaris	£800—£30— £950
Afdelings- en Senior-inspekteurs	£650—£25— £750
Inspekteurs	£500—£25— £600
Subinspekteurs	£420—£20— £480

Inspekteurs na volbrenging van vier jare diens op die hoogste skaal van die rang ontvang 'n lange diensverhoging van £50 per jaar.

Subinspekteurs na volbrenging van vier jare diens op die hoogste skaal van die rang ontvang 'n lange diensverhoging van £50 per jaar.

(*b*) *Andere Range*—

Rang.		*Uniform.* £	*Speurder.* £
(1) Hoofkonstabel	1ste jaar	340	380
"	2de "	360	400
"	3de "	360	400
"	4de "	380	420
"	5de "	380	420
"	6de "	380	420
"	7de " (Lange Dienstydverhoging)	400	440
(2) Sersjant, 1ste Klas	1ste "	300	340
" "	2de "	315	355
" "	3de "	315	355
" "	4de "	330	370
" "	5de "	330	370
" "	6de "	330	370
" "	7de " (Lange Dienstydverhoging)	350	390
(3) Sersjant, 2de Klas	1ste "	260	280
" "	2de "	275	295
" "	3de "	275	310
" "	4de "	290	325
" "	5de "	290	325
" "	6de "	290	325
" "	7de " (Lange Dienstydverhoging)	305	340
(4) Konstabel, 1ste Klas	1ste "	150	170
" "	2de "	162	182
" "	3de "	174	194
" "	4de "	186	206
" "	5de "	198	218
" "	6de "	222	242
" "	7de "	234	254
" "	8ste "	234	254
" "	9de "	246	266
" "	10de "	246	266

Rank.			*Uniform.*	*Detective.*
			£	£
Constable, 1st Class	11th	,,	246	266
,, ,,	12th	,, (Long Service Increment)	258	278
,, ,,	13th	,, ,, ,,	258	278
,, ,,	14th	,, ,, ,,	258	278
,, ,,	15th	,, ,, ,,	270	290
,, ,,	16th	,, ,, ,,	270	290
,, ,,	17th	,, ,, ,,	270	290
,, ,,	18th	,, ,, ,,	282	302

Rank.			*Uniform.*
(5) Constable 2nd Class	1st year		£140
,, ,,	2nd	,,	150
,, ,,	3rd	,,	160
,, ,,	4th	,,	170
,, ,,	5th	,,	180
,, ,,	6th	,,	190
,, ,,	7th	,,	200
,, ,,	8th	,,	210
(6) Recruits on enrolment			£120 per annum and free quarters, but without allowances whilst undergoing training at a Police Depot.

			£
(7) Wardress	1st year		120
,,	2nd	,,	130
,,	3rd	,,	140
,,	4th	,,	150
,,	5th	,,	160
,,	6th	,,	170

(2) INDIAN, COLOURED, AND NATIVE ESTABLISHMENTS.

Rank.			*Indian and Coloured.*	*Native.*
			£	£
(1) Sergeants	1st year		118	95
,,	2nd	,,	118	95
,,	3rd	,,	124	100
,,	4th	,,	124	100
,,	5th	,,	130	105
(2) Corporal	1st	,,	100	80
,,	2nd	,,	100	80
,,	3rd	,,	106	85
,,	4th	,,	106	85
,,	5th	,,	112	90
(3) Constable	1st	,,	64	50
,,	2nd	,,	70	55
,,	3rd	,,	76	60
,,	4th	,,	76	60
,,	5th	,,	82	65
,,	6th	,,	82	65
,,	7th	,,	88	70
,,	8th	,,	88	70
,,	9th	,,	88	70
,,	10th	,,	94	75

The scales laid down in this sub-section for Indian, coloured, and native members of the Force shall apply only to those districts or centres which the Commissioner may on the recommendation of the Public Service Commission designate. Outside of these districts or centres local rates of pay bearing relation to the market rates appertaining in such districts and in no case exceeding the above rates may be authorized by the Commissioner on the recommendation of the Public Service Commission.

Delete sub-head (*f*) of regulation 27 and insert the following:—

Indian, Coloured, and Native Detectives.

27B. Whenever any Indian, coloured, or native member of the Force is employed as a detective he shall be paid at the rates laid down in the foregoing regulation applicable to his class and rank, plus the non-pensionable allowance not exceeding £18 per annum.

✱ No. 1241.] [26th July, 1923.

His Royal Highness the Governor-General has, in terms of section *one hundred* of the South Africa Act, 1909, approved of the existing appointment of the Honourable George Thomas Morice to act as a Judge of the Transvaal Provincial Division of the Supreme Court of South Africa, in the place of the late Mr. Justice Charles Ward, being extended for a further period of fifteen days from 1st August, 1923.

DEPARTMENT OF AGRICULTURE.

The following Government Notices are published for general information.

G. N. WILLIAMS,
Acting Secretary for Agriculture.

Department of Agriculture, Pretoria.

No. 880.] [25th May, 1923.

PROPOSED DEMARCATION OF SUB-RESERVES (*a*) BERLIN, AND (*b*) THE WATTLES, OF RESERVE III, BERLIN FOREST RESERVE, DISTRICT BARBERTON.

In terms of section *five* of the Forest Act, No. 16 of 1913, it is hereby notified for general information that it is the intention of the Minister of Agriculture to declare the areas described in the

Rang.			*Uniform.*	*Speurder.*
			£	£
Konstabel 1ste Klas	11de	,,	246	266
,, ,,	12de	,, (Lange Dienstydverhoging)	258	278
,, ,,	13de	,, ,,	258	278
,, ,,	14de	,, ,,	258	278
,, ,,	15de	,, ,,	270	290
,, ,,	16de	,, ,,	270	290
,, ,,	17de	,, ,,	270	290
,, ,,	18de	,, ,,	282	302

Rang.			*Uniform.*
			£
(5) Konstabel, 2de Klas	1ste jaar		140
,, ,,	2de	,,	150
,, ,,	3de	,,	160
,, ,,	4de	,,	170
,, ,,	5de	,,	180
,, ,,	6de	,,	190
,, ,,	7de	,,	200
,, ,,	8ste	,,	210
(6) Rekrute bij indienstreding			£120 per jaar en vrye woning, maar sonder toelage gedurende die tyd wat hul opgelei word by die Poliesiedepot.

			£
(7) Bewaarsters	1ste jaar		120
,,	2de	,,	130
,,	3de	,,	140
,,	4de	,,	150
,,	5de	,,	160
,,	6de	,,	170

(2) INDIESE, GEKLEURDE EN NATURELLE DIENSSTAAT.

Rang.			*Indiërs en Kleurlinge.*	*Naturelle.*
			£	£
(1) Sersjant	1ste jaar		118	95
,,	2de	,,	118	95
,,	3de	,,	124	100
,,	4de	,,	124	100
,,	5de	,,	130	105
(2) Korporaal	1ste	,,	100	80
,,	2de	,,	100	80
,,	3de	,,	106	85
,,	4de	,,	106	85
,,	5de	,,	112	90
(3) Konstabel	1ste	,,	64	50
,,	2de	,,	70	55
,,	3de	,,	76	60
,,	4de	,,	76	60
,,	5de	,,	82	65
,,	6de	,,	82	65
,,	7de	,,	88	70
,,	8ste	,,	88	70
,,	9de	,,	88	70
,,	10de	,,	94	75

Die skale in hierdie subartikel neergelê vir Indiese, gekleurde en naturelle lede van die Mag is slegs van toepassing op zulk distrikte of middelpunte as die Kommissaris op die aanbeveling van die Staatsdiens Kommissie bepaal. Buite daar die distrikte of middelpunte kan plaselike skale van traktemente of soldy wat ooreenkom met die markskale van sulke distrikte maar in geen geval die bowenstaande skale te bowengaande deur die Kommissaris op die aanbeveling van die Staatsdiens gemagtig word.

Schrap subhoofd (*f*) van regulatie 27 en stel het volgende daarvoor in de plaats:—

Indiese, Gekleurde en Naturelle Speurders.

27B. Wanneer 'n Indiese, gekleurde of naturelle lid van die Mag diens doet as 'n speurder word hy betaal teen die skale in die voorafgaande regulasie neergelê, toepasselik op sy klas en rang plus die nie-pensioendraënde toelae £18 per jaar nie te bowengaande nie.

✱ No. 1241.] [26 Julie 1923.

Zijn Koninklike Hoogheid de Goeverneur-generaal heeft, ingevolge artikel *honderd* van de Zuid-Afrika Wet, 1909, goedgekeurd dat de tegenwoordige benoeming van Zijn Edelachtbare George Thomas Morice, om in de plaats van wijlen Rechter Charles Ward als een Rechter van de Transvaalse Provinciale Afdeling van het Hooggerechtshof van Zuid-Afrika te ageren, voor een verder tijdperk van vijftien dagen van af de eerste dag van Augustus 1923 verlengd wordt.

DEPARTEMENT VAN LANDBOUW.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

G. N. WILLIAMS,
Waarnemende Sekretaris van Landbouw.

Departement van Landbouw, Pretoria.

No. 880.] [25 Mei 1923.

VOORGESTELDE DEMARKATIE VAN SUBRESERVAAT (*a*) BERLIN, EN (*b*) "THE WATTLES," VAN RESERVAAT III, BERLIN BOSRESERVAAT, DISTRIKT BARBERTON.

Overeenkomstig afdeling *vijf* van de Boswet, No. 16 van 1913, wordt hiermede ter algemene informatie kennisgegeven dat de Minister van Landbouw van voornemen in om de streken in de

Schedule hereto and situate in the District of Barberton, Province of Transvaal, and of which diagrams and descriptions are filed in the offices of the Surveyor-General, Pretoria, the Conservator of Forests, Pretoria, and temporarily in the office of the Magistrate, Barberton, to be demarcated forests.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent. Morgen.	Sq. Rds.
III	Berlin Forest Reserve :—		
	Sub-reserve (*a*) Berlin	6,688	195
	Sub-reserve (*b*) Wattles	174	155

[1st June, 29th June, 27th July.]

No. 901.] [29th May, 1923.

PROPOSED DEMARCATION OF SUB-RESERVES (*a*) AND (*b*) OF RESERVE I, WILLOWMORE FOREST RESERVE, DISTRICT OF WILLOWMORE.

In terms of section *five* of the Forest Act, No. 16 of 1913, it is hereby notified for general information that it is the intention of the Minister of Agriculture to declare the areas described in the schedule hereto, and situate in the District of Willowmore, Province of Cape, and of which diagrams and descriptions are filed in the Offices of the Surveyor-General, Capetown, the Conservator of Forests, Knysna, and temporarily in the office of the Magistrate, Willowmore, to be demarcated forest.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent. Morgen.	Sq. Rds.
I	Willowmore Forest Reserve :—		
	Sub-reserve (*a*) Kouga	66,653	—
	Sub-reserve (*b*) Baviaans Kloof Mountains	23,858	—

1st June—29th June—27th July.

No. 1070.] [27th June, 1923.

PROPOSED DEMARCATION OF RESERVE III, COLWANA PLANTATION, DISTRICT OF MOUNT FRERE.

In terms of section *five* of the Forest Act, No. 16 of 1913, it is hereby notified for general information that it is the intention of the Minister of Agriculture to declare the area described in the Schedule hereto, and situate in the District of Mount Frere, Province of Cape, and of which diagrams and descriptions are filed in the Offices of the Surveyor-General, Capetown, the Conservator of Forests, Umtata, and the Magistrate, Mount Frere, to be demarcated forest.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent. Morgen.	Sq. Rds.
III	Colwana Plantation	473 (estimated).	

29 J.-27 Jy.-31 A.

✱ No. 1200.] [21st July, 1923.

MINISTER'S ORDER.

Under and by virtue of the powers vested in him under section *sixteen*, sub-section (*a*), of the Diseases of Stock Act (No. 14 of 1911), the Minister of Agriculture has ordered that the areas Nos. (1) to (4), mentioned in the Schedule to this notice be declared semi-protected areas, and that the movement of sheep and goats within, into, and out of such areas will be governed by that portion of the regulations published under Government Notice No. 1703 of 1919 having reference to semi-protected areas.

SCHEDULE.

(1) The District of Barkly West.
(2) The District of Taungs.
(3) The District of Vryburg.
(4) The south-western portion of the District of Mafeking, comprising Field Cornet Wards Nos. 4 and 5, exclusive of Setlagoli Native Reserve, and including the farms The Grange, Mogalalili, Nonen, and Magouna, situate in Field Cornet Ward No. 3 and adjoining Ward No. 4.

✱ No. 1201.] [21st July, 1923.

It is hereby notified for general information that paragraph 7 of the Schedule to Government Notice No. 720 of 1st May, 1923, having reference to the protected area of Fauresmith, Orange Free State, is hereby amended by the inclusion of the farm Springbokpan No. 90, Jacobsdal District.

✱ No. 1205.] [23rd July, 1923.

PROPOSED DEMARCATION OF RESERVE X, BUFFALO BAY FOREST RESERVE, DISTRICT OF KNYSNA.

In terms of section *five* of the Forest Act, No. 16 of 1913, it is hereby notified for general information that it is the intention of the Minister of Agriculture to declare the areas described in the Schedule hereto, and situate in the District of Knysna, Province

bijlage hiernevens beschreven en gelegen in het Distrikt Barberton, Provincie Transvaal, en waarvan plannen en beschrijvingen ter inzage liggen aan de kantoren van de Landmeter-generaal te Pretoria, de Bosbewaarder te Pretoria, en tijdelik aan het kantoor van de Magistraat te Barberton, gedemarkeerde bossen te verklaren.

BIJLAGE.

Reservaat No.	Naam van Reservaat.	Grootte. Morgen.	Vk. Rdn.
III	Berlin Bosreservaat :—		
	(*a*) Berlin	6,688	195
	(*b*) The Wattles	174	155

No. 901.] [29 Mei 1923.

VOORGESTELDE DEMARKATIE VAN SUBRESERVATEN (*a*) EN (*b*), VAN RESERVAAT I, WILLOWMORE BOSRESERVAAT, DISTRIKT WILLOWMORE.

Overeenkomstig afdeling *vijf* van de Boswet No. 16 van 1913, wordt hiermede ter algemene informatie kennisgegeven dat de Minister van Landbouw van voornemen is om de streken in de bijlage hiernevens beschreven en gelegen in het Distrikt Willowmore, Provinsie Kaap, en waarvan plannen en beschrijvingen ter inzage liggen aan de Kantoren van de Landmeter-generaal te Kaapstad, de Bosbewaarder te Knysna, en tijdelik aan het kantoor van de Magistraat te Willowmore, gedemarkeerde bossen te verklaren.

BIJLAGE.

Reservaat No.	Naam van Reservaat.	Grootte. Morgen.	Vkt. Rdn.
I	Willowmore Bosreservaat :—		
	Subreservaat (*a*) Kouga	66,653	—
	Subreservaat (*b*) Baviaans Kloof Bergen	23,858	—

No. 1070.] [27 Junie 1923.

VOORGESTELDE DEMARKATIE VAN RESERVAAT III, COLWANA PLANTAGE, DISTRIKT MOUNT FRERE.

Overeenkomstig afdeling *vijf* van de Boswet No. 16 van 1913, wordt hiermede ter algemene informatie kennisgegeven dat de Minister van Landbouw van voornemen is om de streek in de bijlage hiernevens beschreven en gelegen in het Distrikt Mount Frere, Provincie Kaap, en waarvan plannen en beschrijvingen ter inzage liggen aan de kantoren van de Landmeter-generaal te Kaapstad, de Bosbewaarder te Umtata, en de Magistraat te Mount Frere, gedemarkeerd bos te verklaren.

BIJLAGE.

Reservaat No.	Naam van Reservaat.	Grootte. Morgen.	Vk. Rdn.
III	Colwana Plantage	473 (benaderd).	

✱ No. 1200.] [21 Julie 1923.

MINISTERS BEVEL.

Krachtens de bevoegdheid hem verleend ingevolge artikel *zestien*, subartikel (*a*) van de Veeziekten Wet (No. 14 van 1911), heeft de Minister van Landbouw bevolen dat de paragrafen (1) tot (4) in de bijlage tot deze kennisgeving genoemde streken halfbeschermde streken verklaard worden en dat het vervoer van schapen en bokken binnen, naar en uit zodanige streken bepaald worde door dat gedeelte van de regulaties, gepubliceerd onder Goevernements Kennisgeving No. 1703 van 1919, dat betrekking heeft op half-beschermde streken.

BIJLAGE.

(1) Het Distrikt Barkly West.
(2) Het Distrikt Taungs.
(3) Het Distrikt Vryburg.
(4) Het zuidwestelike gedeelte van het Distrikt Mafeking, bevattende Veldkornetswijken Nos. 4 en 5, uitsluitende Setlagoli Lokatie en insluitende de aangrenzende plaatsen, The Grange, Mogalalili, Nonen en Magouna, gelegen in Veldkornetswijk No. 3.

✱ No. 1201.] [21 Julie 1923.

Kennis wordt hiermede gegeven dat paragraaf 7 van de bijlage tot Goevernements Kennisgeving No. 720 van 1 Mei 1923, betrekking hebbende op de beschermde streek Fauresmith wordt en is hiermede gewijzigd door de toevoeging van de plaats Springbokpan No. 90, Distrikt Jacobsdal.

✱ No. 1205.] [23 Julie 1923.

VOORGESTELDE DEMARKATIE VAN RESERVAAT X, BUFFALOBAAI, BOSRESERVAAT, DISTRIKT KNYSNA.

Overeenkomstig afdeling *vijf* van de Boswet, No. 16 van 1913, wordt hiermede ter algemene informatie kennisgegeven dat de Minister van Landbouw van voornemen is om de streken in de bijlage hiernevens beschreven en gelegen in het Distrikt Knysna,

of Cape, and of which diagrams and descriptions are filed in the Offices of the Surveyor-General, Capetown, the Conservator of Forests, Knysna, and temporarily in the Office of the Magistrate, Knysna, to be demarcated forests.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent. Morgen.	Square Roods.
X	Buffalo Bay Forest Reserve :—		
	Sub-reserve (a) Lots B and C, Gouwkama and Foreshore	356	93 (approx.).
	Sub-reserve (a.1) Foreshore, south and south-east of Lots A, B, C, and D, Gans Vlei	750	— (approx.).

27th July-24th Aug.-21st Sept.

✱No. 1206.] [23rd July, 1923.

THE UNDERMENTIONED GENERAL MILK-RECORDING SCHEME, UNDER THE AUSPICES OF THE UNION DEPARTMENT OF AGRICULTURE, IS PUBLISHED FOR GENERAL INFORMATION.

The Government have now approved of the scheme herein outlined, and have decided to undertake, from the 1st September, 1923, through the Division of Dairying (Department of Agriculture), the testing of pure-bred (registered) and grade (unregistered) cows, for the purpose of ascertaining their production of milk and butter-fat, on behalf of any breeder or farmer in the Union who wishes to avail himself of this service, and agrees to be bound by the rules and regulations laid down for the control of this work, subject, however, to regulation No. 4

Official certificates in respect of registered cows, and semi-official certificates in respect of unregistered cows, will be issued for those animals which complete the required lactation period. All such certificates must have a one shilling revenue stamp affixed, in terms of Government Notice No. 1315 of 17th August, 1921, the cost of which must be borne by the owner.

1. The scale of fees will be as follows:—

(1) *For Pure-bred Registered Cows*, which shall include all animals registered in any section of the South African Stud-book or other recognized South African or overseas herd-book.

(*a*) The minimum charge to visit a breeder shall be £2 per visit, which shall entitle him to have up to five cows tested at the same time on the same premises.

(*b*) When more than five but not more than ten cows are being tested for one breeder at the same time and on the same premises, the charge for testing the first five cows shall be as provided under (*a*) and (*b*), and the every additional cow 4s. per visit.

(*c*) When more than ten but not more than fifteen cows are being tested for one breeder at the same time and on the same premises, the charge for testing the first ten cows shall be as provided under (*a*) and (*b*) be, and the charge for every additional cow 2s. per visit.

(*d*) When more than fifteen cows are being tested for one breeder at the same time and on the same premises, the charge for testing the first fifteen cows will be as provided under (*a*), (*b*), and (*c*), and for each additional cow 1s. per visit.

The Department's official recorder will take a forty-eight hours check test of each registered cow entered for the test, once every thirty days.

Under this scheme it shall be competent for any recognized and properly-constituted breed society or association to deal with the Department on behalf of its members. Any such society or association wishing to undertake this must advise the Department of its intention, and after the receipt of such notification all members of such organization shall enter their cows for the test through the society or association of which they are members.

The society or association shall forward all entries received from its members to the Department accompanied by the deposit required under the clause hereunder dealing with the collection of fees, and the society or association shall be responsible to the Department for the due payment of all fees which become subsequently due in respect of testing cows for such members, and not the members themselves.

(2) *For Unregistered or Grade Cows*, the fees shall be as follows:—

(*a*) The minimum fee to visit a farmer or dairyman shall be 25s. per visit, which shall entitle him to have up to twenty-five cows tested at the same time and on the same premises.

(*b*) When more than twenty-five cows are being tested for one owner at the same time on the same premises, the charge for testing the first twenty-five cows shall be as provided under (*a*), and the charge for every additional cow 3d. per visit.

A breeder, farmer, or dairyman wishing to enter both registered and unregistered cows for the test may do so, but in such cases he will be required to pay the fees laid down for the testing of registered cows for the number tested. Provided, however, that the unregistered cows entered are tested on the same premises as the registered ones, the fees charged for testing the former will be at the rate of 6d. per cow per visit for up to twenty-five cows, and 3d. per visit for every cow above twenty-five.

Provincie Kaap, en waarvan plannen en beschrijvingen ter inzage liggen aan de Kantoren van de Landmeter-generaal te Kaapstad, de Bosbewaarder te Knysna, en tijdelik aan het Kantoor van de Magistraat te Knysna, gedemarkeerde bossen te verklaren.

BIJLAGE.

Reservaat No.	Naam van Reservaat.	Grootte. Morgen.	Vierk. Roeden.
X	Buffalobaai Bosreservaat :—		
	Subreservaat (a), Percelen B en C, Gouwkama en Vloedgebied	356	93 (ongeveer).
	Subreservaat (a.1), Vloedgebied ten zuiden en zuidoosten van Percelen A, B, C, en D, Gansvlei	750	— (ongeveer).

✱ No. 1206.] [23 Julie 1923.

HET HIERONDER VERMELDE ALGEMENE MELKAANTEKENINGSCHEMA, ONDER DE BESCHERMING VAN HET UNIE DEPARTEMENT VAN LANDBOUW, WORDT TER ALGEMENE KENNIS GEBRACHT.

Het Goevernement heeft tans het hierin uiteengezette schema goedgekeurd en heeft besloten door bemiddeling van de Afdeling Zuivelbereiding (Departement van Landbouw), het toetsen van zuivergeteelde (geregistreerde) en veredelde (niet geregistreerde) koeien te ondernemen van af 1 September 1923, met het doel om hun melk en botervetopbrengst vast te stellen ten behoeve van een teler of boer in de Unie, die van deze dienst gebruik wenst te maken, en toestemt om zich te onderwerpen aan de voorschriften en regulaties, voor de uitvoering hiervan neergelegd, echter onderworpen aan regulatie 4.

Officiële certifikaten, in verband met geregistreerde koeien, en halfambtelike certifikaten in verband met niet-geregistreerde koeien, zullen voor die dieren uitgereikt worden die aan de vereiste melkperiode voldoen. Op alle zodanige certifikaten moet 'n inkomstezegel van een shilling bevestigd worden, in termen van Goevernements Kennisgeving No. 1315 van 17 Augustus 1921, de kosten daarvan moeten door de eigenaar gedragen worden.

1. De schaal van fooien zal als volgt zijn:—

(1) *Voor Zuivergeteelde Geregistreerde Koeien*, waaronder alle dieren zullen behoren die in enige afdeling van het Zuidafrikaanse stamboek, of 'n ander erkend zuidafrikaans of buitenlands stamboek, geregistreerd zijn.

(*a*) De minimum berekening om een teler te bezoeken zal £2 per bezoek bedragen, hetgeen hem recht zal geven om tot 5 koeien op dezelfde tijd en op hetzelfde eigendom te doen onderzoeken.

(*b*) Wanneer meer als 5, maar niet meer als 10 koeien op dezelfde tijd en op hetzelfde eigendom voor een teler getoetst worden, dan zal de berekening voor het toetsen van de eerste 5 koeien zijn zoals bepaald onder (*a*) en de fooi voor iedere volgende koe 4s. per bezoek.

(*c*) Wanneer meer als 10, maar niet meer als 15 koeien op dezelfde tijd en op hetzelfde eigendom voor een teler onderzocht worden, dan zal de fooi voor het onderzoeken van de eerste 10 koeien die zijn zoals bepaald onder (*a*) en (*b*), en de fooi voor iedere volgende koe 2s. per bezoek.

(*d*) Wanneer meer als 15 koeien op dezelfde tijd en op hetzelfde eigendom voor een teler onderzocht worden, dan zal de fooi voor het onderzoeken van de eerste 15 koeien die zijn zoals bepaald onder (*a*), (*b*) en (*c*) en voor iedere volgende koe 1s. per bezoek.

De ambtelike inschrijver van het Departement zal 'n 48-urige kontroletoets van iedere voor de toetsing ingeschreven geregistreerde koe, eens iedere 30 dagen, maken.

Onder dit schema, zal enig erkende en behoorlik samengestelde Hoornvee Vereniging of Genootschap bevoegd zijn namens zijn leden met het Departement te onderhandelen. Iedere zodanige vereniging of genootschap wat dit wenst te doen, moet het Departement hiervan in kennis stellen, en na ontvangst van zodanige kennisgeving, moeten alle leden van zodanige vereniging hun koeien voor de toetsing door tussenkomst van de vereniging of het genootschap, waarvan zij leden zijn, inschrijven.

De vereniging of het genootschap moet alle inschrijvingen, van zijn leden ontvangen, aan het Departement toesturen, vergezeld van het deposito vereist onder het volgende artikel, behandelende het innen van fooien, en de vereniging of het genootschap zal aan het Departement verantwoordelik zijn voor de behoorlike betaling van alle fooien die later verschuldigd worden in verband met het toetsen van koeien voor zodanige leden, en niet de leden zelf.

(2) *Voor Ongeregistreerde of Veredelde Koeien* zullen de fooien als volgt zijn:—

(*a*) De minimum fooi om 'n boer of melkboer te bezoeken zal 25s. per bezoek bedragen, hetgeen hem recht zal geven om tot 25 koeien op dezelfde tijd en op hetzelfde eigendom te doen toetsen.

(*b*) Wanneer meer als 25 koeien voor een eigenaar op dezelfde tijd en op hetzelfde eigendom onderzocht worden, zal de fooi om de eerste 25 koeien te toetsen zijn zoals onder (*a*), en de fooi voor iedere verdere koe 3d. per bezoek.

Wenst 'n teler, boer of melkboer voor de toetsing zowel geregistreerde als ongeregistreerde koeien in te schrijven, kan hij zulks doen, maar in zodanige gevallen zal hij voor het onderzochte getal de fooien moeten betalen bepaald voor het toetsen van geregistreerde koeien, met bepaling echter dat wanneer de niet geregistreerde ingeschreven koeien op hetzelfde eigendom onderzocht worden, als de geregistreerde, de fooien berekend voor het toetsen van eerstgenoemde zullen bedragen 6d. per koe per bezoek, voor hoogstens 25 koeien, en 3d. per bezoek, voor iedere koe boven 25 stuks.

In the case of unregistered grade cows, the official recorder will take only a twenty-four hour check test once every thirty days, or oftener if circumstances permit. Semi-official certificates will only be issued by the Department in respect of cows which are milked without their calves. No certificates will be issued for cows which are suckling calves, but such cows may be entered for the test under conditions which will be laid down later.

Breeders, farmers, or dairymen entering unregistered grade cows for the test, who require full official certificates in respect of such cows will be required to submit the cows to the full forty-eight hour check test every thirty days, and in all other respects comply with the rules and regulations laid down for the testing of registered cows. In such cases the fees applicable to registered cows will also be charged for the testing of such unregistered cows.

2. *Collection of Fees.*—All persons entering cows for the test under this scheme will be required to deposit with the Secretary for Agriculture, Pretoria, a sum of £2 in the case of breeders entering registered cows and £1. 5s. in the case of farmers or others entering unregistered or grade cows. This deposit must accompany the applicant's entry forms when he first makes application to have cows tested.

Accounts for the fees due will be rendered monthly, and must be paid within thirty days of the date on which they are sent out. In the event of such accounts being unpaid at the expiration of the prescribed period the Superintendent of Dairying shall have the right to refuse further service and cancel the recorder's visits to the breeder, farmer, or dairyman concerned.

Breeders, farmers, and dairymen having cows tested under this scheme, who are supplying cream to creameries or milk to cheese factories may, if they so desire, make arrangements with such concerns for the deduction of the amount due to the Department in respect of testing fees from their monthly cream or milk cheques.

Owners who desire to avail themselves of this facility must give the particular creamery or cheese factory concerned authority in writing to make such deductions as may be necessary to cover the amount due by them each month to the Department, and must also notify the Superintendent of Dairying, Department of Agriculture, Pretoria, that they desire to adopt this form of payment and have arranged for such deductions to be made by a creamery or cheese factory, the name of which must be stated.

The creamery or cheese factory will be advised every month by the Department of the amount due by each such supplier, and the latter will also be furnished by the Department with a copy of the account. The creamery or cheese factory will then forward a cheque to the Department for the total amount of deductions made on behalf of its suppliers, on receipt of which the Department will send a receipted account to each of the suppliers concerned.

A number of creameries have already signified their willingness to give the necessary assistance to enable these facilities to be put into operation, and it is anticipated that any creamery or cheese factory approached will be willing to afford such assistance.

3. All breeders, farmers, or dairymen entering cows, whether registered or unregistered, for the test under this scheme will be required to provide the Department's official recorder with suitable board and lodging, free of charge, during the whole of the period it is necessary for him to remain on such breeder's, or farmer's, or dairyman's property. It shall also be their duty to convey the recorder, free of charge, from the railway station to the farm, if it is necessary for him to travel to the farm by rail, and likewise convey him back to the railway station, or to the next farm he has to visit, as may be required. In the event of a breeder, farmer, or dairyman being unable to provide the recorder with accommodation, or to convey him from and to the railway station or next farm, as the case may be, the recorder shall be at liberty to obtain such accommodation as may be available in the vicinity by payment, and hire necessary transport, and the cost incurred in this connection will be recovered by the Department from the breeder, farmer, or dairyman concerned, or, if he has entered his cows through a breed society or association from such organization.

In the event of a breeder, farmer, or dairyman being unable to provide suitable accommodation, and such being also unobtainable in the near vicinity of the farm, the Department will refuse to send the recorder to visit such breeder, farmer, or dairyman.

4. The Department reserves the right to refuse testing services to individual breeders, farmers, and dairymen who are isolated from other applicants until a sufficient number apply for the services in such area to insure that the total fees recoverable under this scheme will be sufficent to cover the expenses of the official recorder.

5. It will be competent under this scheme for any recognized breed society or association to form an advanced registry section of their stud-book or other registry, the entry in which is dependent on a standard production of milk or butter-fat; and provided that the rules and regulations decided upon for the control of the same are approved of by the Superintendent of Dairying, the certificates issued in respect of such registry will be certified by the Superintendent of Dairying, without extra fee, provided a shilling revenue stamp is affixed to same.

It will be recognized that in drafting this scheme the special conditions prevailing in this country have been taken into account and an endeavour has been made to provide a scheme which will make it possible for any breeder or farmer to have his cows tested at a cost which all should be willing and able to pay.

The success of the scheme will undoubtedly depend on the measure of support afforded it by breeders of pure-bred dairy stock

Betreft het niet-geregistreerde veredelde koeien, dan zal de ambtelike inschrijver slechts 'n 24-urige kontroletoets, eenmaal iedere 30 dagen, maken, of zo dikwijls als de omstandigheden dit toelaten. Halfambtelike certifikaten zullen slechts door het Departement uitgereikt worden in verband met koeien die zonder hun kalveren gemelkt worden. Geen certifikaat zal uitgereikt worden voor koeien die zuigende kalveren hebben maar zodanige koeien kunnen voor de toetsing ingeschreven worden op de voorwaarden, die later bepaald zullen worden.

Telers, boeren of melkboeren, die niet-geregistreerde veredelde koeien voor de toetsing inschrijven en 'n volledig ambtelik certifikaat voor zodanige koeien verlangen zullen de koe iedere 30 dagen aan de volle 48-urige kontroletoets moeten onderwerpen en in alle andere opzichten moeten voldoen aan de voorschriften en regulaties, neergelegd voor de toetsing van geregistreerde koeien. In zodanige gevallen zullen de fooien, van toepassing op geregistreerde koeien, ook berekend worden voor het toetsen van zodanige ongeregisteerde koeien.

2. *Innen van Fooien.*—Een ieder, die onder dit schema koeien voor de toetsing doet inschrijven, moet bij de Sekretaris voor Landbouw, Pretoria, 'n som van £2 deponeren, in geval van telers die geregistreerde koeien doen inschrijven, en £1. 5s. in geval van boeren of anderen die niet-geregistreerde of veredelde koeien doen inschrijven. Dit deposito moet met de inschrijvingsvormen van de applikant, wanneer hij voor de eerste maal aanzoek doet voor het toetsen van koeien, ingestuurd worden.

Rekeningen voor verschuldigde fooien zullen maandeliks toegestuurd worden en moeten, binnen 30 dagen van af de datum waarop die zijn uitgestuurd, betaald worden. In geval deze rekeningen na de voorgeschreven tijd niet betaald zijn, dan zal de Superintendent van Zuivelbereiding het recht hebben verdere diensten te weigeren en verdere bezoeken van de inschrijver aan de betrokken teler, boer of melkboer te doen vervallen.

Telers, boeren en melkboeren, die onder dit schema koeien doen onderzoeken, en die room aan romerijen of melk aan kaasfabrieken leveren, kunnen, indien zij dit wensen, 'n regeling treffen met zodanige inrigtingen voor het aftrekken van het bedrag aan het Departement voor toetsingsfooien verschuldigd, van hun maandelikse room of melktjeks.

Eigenaars die van deze regeling gebruik wensen te maken moeten de betrokken romerij of kaasfabriek schriftelik machtigen om de nodige aftrekkingen te doen om het door hen iedere maand aan het Departement verschuldigde bedrag te dekken en moeten ook aan de Superintendent van Zuivelbereiding, Departement van Landbouw, Pretoria, kennis geven dat zij van deze wijze van betaling gebruik wensen te maken, en dat zij 'n regeling getroffen hebben voor zodanige aftrekkingen door een romerij of kaasfabriek, en de naam daarvan moet opgegeven worden.

De romerij of kaasfabriek zal iedere maand door het Departement in kennis gesteld worden van het door iedere leverancier verschuldigde bedrag en laatstgenoemde zal ook een afschrift van de rekening van het Departement ontvangen. De romerij of kaasfabriek zal dan een tjek aan het Departement sturen voor het totale bedrag van de aftrekkingen ten behoeve van zijn leveranciers gemaakt, bij ontvangst waarvan het Departement een voor ontvangst getekende rekening aan ieder van de leveranciers zal zenden.

'n Aantal romerijen hebben zich reeds bereid verklaard om de nodige hulp te verlenen om van deze gelegenheid gebruik te kunnen maken en verwacht wordt dat enige romerij of kaasfabriek, die genaderd wordt, bereid bevonden zal worden om deze hulp te verlenen.

3. Alle telers, boeren of melkboeren, die koeien doen inschrijven, hetzij geregistreerd of niet-geregistreerd, voor toetsing onder dit schema, moeten de ambtelike inschrijver van het Departement kosteloos voorzien met behoorlike kost en inwoning, gedurende het gehele tijdperk dat hij op het eigendom van zodanige teler, boer of melkboer moet blijven. Ook zal het hun plicht zijn om de Inschrijver kosteloos van de spoorwegstatie naar de plaats te vervoeren als het voor hem nodig is om per spoor naar de plaats te reizen, en om hem ook kosteloos naar het spoorwegstation terug te brengen, of naar de naaste plaats die hij bezoeken moet, al naar dit nodig moge zijn. In geval 'n teler, boer of melkboer niet in staat is om de Inschrijver te huisvesten of hem van en naar het spoorwegstation of naar de naaste plaats te brengen, al naar het geval moge zijn, dan zal het de Inschrijver vrij staan zodanige huisvesting aan te nemen als in de buurt verkrijgbaar is, tegen betaling, en om het nodige transport te huren, en de kosten in verband hiermee zullen door het Departement van de betreffende teler, boer of melkboer of, indien hij zijn koeien door bemiddeling van 'n aanteelvereniging of genootschap heeft doen inschrijven van zodanige vereniging terug geëist worden.

In geval 'n teler, boer of melkboer niet in staat is om behoorlike huisvesting te verlenen, en wanneer dit ook niet is de nabijheid van de plaats verkrijgbaar is, dan zal het Departement weigeren om de Inschrijver te zenden om zodanige teler, boer of melkboer te bezoeken.

4. Het Departement behoudt zich het recht voor om toetsingsdiensten te weigeren aan afzonderlike telers, boeren of melkboeren, die afgescheiden van andere applikanten zijn, totdat 'n voldoend aantal van hen aanzoek voor deze diensten in zodanige streek maakt, om zeker te zijn dat de totale fooien onder dit schema te innen, voldoende zullen zijn om de kosten van de ambtelike Inschrijver te dekken.

5. Onder dit schema zal 'n erkende aanteel-vereniging of genootschap bevoegd zijn om 'n Bevorderde Registratieafdeling van hun stamboek, of andere registratie in te voeren, waarvan de inschrijving daarin afhankelik is van een standaardproduktie van melk of botervet; en mits dat de voorschriften en regulaties, vastgesteld voor de kontrole daarvan, goedgekeurd worden door de Superintendent van Zuivelbereiding; de certifikaten in verband met zodanige registratie zullen kosteloos door de Superintendent van Zuivelbereiding gecertificeerd worden, mits 'n inkomstezegel van een shilling daarop gehecht wordt.

Het zal moeten worden erkend dat bij het optrekken van dit schema de biezondere omstandigheden welke in dit land voorkomen in aanmerking genomen zijn en dat getracht is om 'n schema in het leven te roepen dat het mogelik zal maken voor enige teler of boer om zijn koeien getoetst te krijgen, tegen betaling van 'n bedrag dat allen bereid en in staat zullen zijn te betalen.

Het sukses van dit schema zal ongetwijfeld afhangen van de mate van ondersteuning die het van telers van oprecht geteelde

and dairy farmers generally. It is hoped that all breeders of registered dairy cattle will enter *all* their cows for the test, and that dairy farmers generally will avail themselves of the facilities and put their herds in as a whole for the test.

The details, rules, and regulations for the control and the testing have not been drafted, but, in so far as registered cows are concerned, they will be, generally speaking, the same as those at present in operation for the control of the official testing of pure-bred cows. Special regulations will be drawn up for the control of the testing of unregistered grade cows.

The Superintendent of Dairying, Department of Agriculture, Pretoria, will be glad to get into touch with farmers' associations, individual farmers, breeders, or others interested in starting a testing "round" in their district, so that meetings may be arranged in such areas as soon as possible. An officer of the Division of Dairying will attend any such meetings and explain the scheme in detail, and give every assistance possible in organizing a "round."

✱ No. 1209.] [25th July, 1923.

Under the powers vested in him under section *sixteen*, subsection (*e*), of the Diseases of Stock Act (No. 14 of 1911), the Minister of Agriculture has ordered as follows:—

All cattle on the undermentioned area shall be regularly dipped by the owners thereof, as prescribed by the regulations published under section 35 of Government Notice No. 638 of 1915, or any amendment thereof, and in the manner therein set forth, in addition to which the cattle shall be further disinfected by means of clipping and hand-dressing as prescribed by the aforesaid regulations and in the manner therein set forth:—

(*a*) Every five days in the five-day dip on the farms Prospect Farm No. 347, Witbank No. 1, and Jachtdrift No. 255, Wakkerstroom District.

(*b*) Every seven days in the seven-day dip on the farms Loshelo No. 411, Loshelo No. 415, Driehoek No. 470, Driepan No. 468, No. 397, No. 467, and No. 466, Sobbeken No. 385, and Hey's Hoop No. 386, Wakkerstroom District.

(*c*) Every five days in the five-day dip on the farms Wilderness No. 87, Tradouw No. 88 A, Arcadia No. 100 B, Wilhelmina No. 99 B, Goedgeloof No. 86 A, Ekuteleni No. 101 B, and Goedertrouw No. 89 A, Entonjaneni District.

(*d*) Every five days in the five-day dip on the farm Derby No. 56, Piet Retief District.

Failure to comply with this order will render an owner liable to the penalties provided under section *twenty-one* of the Diseases of Stock Act.

This order shall have effect from and after the date of its appearance in the *Gazette*.

✱ No. 1210.] [25th July, 1923.

Under and by virtue of the powers in him vested by section *sixteen* of the Diseases of Stock Act, 1911 (Act No. 14 of 1911), the Minister of Agriculture has issued the order set out in the Schedule to this notice. Any person who contravenes, disobeys, or fails to comply with the said order will, under section *twenty-one* of the said Act, be liable to the penalties in that section specified, according to the circumstances described therein.

SCHEDULE.

Every owner of cattle running on the farms Prospect Farm No. 347, Witbank No. 1, Jachtdrift No. 255, Loshelo No. 411, Loshelo No. 415, Driehoek No. 470, Driepan No. 468, No. 397, No. 467, and No. 466, Wakkerstroom District, Transvaal, shall, within thirty days after the date of the publication of this order, brand all his cattle on the said farms in a distinctive manner with his own registered brand.

✱ No. 1211.] [25th July, 1923.

Government Notice No. 1505 of 18/8/1920, in so far as it refers to these portions of the farms Krokodilpoort No. 411 and Roodekoppies No. 44, lying to the west of the Crocodile River and north of the railway line, is hereby cancelled.

✱ No. 1212.] [25th July, 1923.

INFECTED AREAS.

The Minister of Agriculture has ordered the following infected and neighbouring farms to be declared infected for the purposes of sub-section (4), section *nine*, of the Diseases of Stock Act (No. 14 of 1911), in consequence of an outbreak of East Coast fever:—

Farm.	*Owner of Stock.*	*District.*
Prospect Farm No. 347	Various	Wakkerstroom.
Witbank No. 1	"	"
Jachtdrift No. 255	"	"
Wilderness No. 87	Natives	Entonjaneni.
Tradouw No. 88 A	"	"

✱ No. 1234.] [25th July, 1923.

MINISTER'S ORDER.

Under and by virtue of the powers vested in him by paragraph (*f*), section *sixteen*, of the Diseases of Stock Act (No. 14 of 1911), the Minister of Agriculture has ordered that every owner of sheep and goats in the districts mentioned in the Schedule to this notice, whose flocks have been (*a*) infected during the twelve months ended 1st August, 1923, and (*b*) in contacts during the twelve months ended 1st August, 1923, shall cause the same to be dipped in the manner prescribed by the regulations framed under section *twenty-three* of the said Act, and published under Government Notice No. 1703 of 1919, and he further orders that the dipping shall commence and be completed on the dates as set forth in the Schedule below opposite each district.

SCHEDULE.

Calvinia, from 1st August, 1923, to 31st December, 1923.
Kuruman, from 1st September, 1923, to 30th November, 1923.

melkbeesten, en van melkboeren in het algemeen, ontvangt. Verwacht wordt dat alle telers van geregistreerde melkbeesten al hun koeien voor de toetsing zullen doen inschrijven en dat de melkboeren in het algemeen van deze gelegenheid gebruik zullen maken en al hun kudden voor de toetsing zullen doen inschrijven.

De biezonderheden, voorschriften en regulaties voor de kontrole en het toetsen zijn nog niet opgetrokken, maar voor zover geregistreerde koeien betreft, zullen deze, in het algemeen gesproken, dezelfde zijn als die welke tans van kracht zijn voor de kontrole op het ambtelik toetsen van oprechte koeien. Speciale regulaties zullen worden opgetrokken voor de kontrole op het toetsen van niet-geregistreerde veredelde koeien.

De Superintendent van Zuivelbereiding, Departement van Landbouw, Pretoria, zal gaarne in verbinding treden met Boeren Verenigingen, afzonderlike boeren, telers en anderen, belang hebbende bij het beginnen van een toetsing-rondreis in hun distrikt, om, zo spoedig mogelik vergaderingen in zodanige streken te kunnen beleggen. 'n Ambtenaar van de Afdeling Zuivelbereiding zal zodanige vergaderingen bijwonen en het schema in biezonderheden uitleggen, en alle mogelike hulp verlenen om zodanige rondreis te organiseren.

✱ No. 1209.] [25 Julie 1923.

Krachtens de bevoegdheid hem verleend door artikel *zestien*, subartikel (*e*), van de Veeziekten Wet (No. 14 van 1911), heeft de Minister van Landbouw als volgt bevolen:—

Alle beesten in de hieroner genoemde streken moeten door de eigenaars geregeld worden gedipt, zoals voorgeschreven in de regulaties, gepubliceerd onder artikel 35 van Goevernements Kennisgeving No. 638 van 1915, of enige wijziging daarvan; behalve dit moeten de beesten nog verder ontsmet worden door middel van knippen en handwassen, zoals voorgeschreven in de voorgenoemde regulaties en op de wijze daarin uiteengezet:—

(*a*) Iedere vijf dagen in de vijfdaagse dip op de plaatsen Prospect Farm No. 347, Witbank No. 1 en Jachtdrift No. 255, Distrikt Wakkerstroom.

(*b*) Iedere zeven dagen in de zevendaagse dip op de plaatsen Loshelo No. 411, Loshelo No. 415, Driehoek No. 470, Driepan No. 468, No. 397, No. 467 en No. 466, Sobbeken No. 385 en Hey's Hoop No. 386, Distrikt Wakkerstroom.

(*c*) Iedere vijf dagen in de vijfdaagse dip op de plaatsen Wilderness No. 87, Tradouw No. 88 A, Arcadia No. 100 B, Wilhelmina No. 89 B, Goedegeloof No. 86 A, Ekuteleni No. 101 B en Goedertrouw No. 89 A, Distrikt Entonjaneni.

(*d*) Iedere vijf dagen in de vijfdaagse dip op de plaats Derby No. 56, Distrikt Piet Retief.

Nalatigheid dit bevel na te komen zal de eigenaar blootstellen aan de straffen bepaald in artikel *een en twintig* van de Veeziektewet.

Dit bevel is van kracht van en na de datum van zijn verschijning in de *Staatskoerant*.

✱ No. 1210.] [25 Julie 1923.

Onder en krachtens de bevoegdheid hem verleend door artikel *zestien* van de Veeziektewet, 1911 (Wet No. 14 van 1911), heeft de Minister van Landbouw het bevel uitgevaardigd, vermeld in de bijlage tot deze kennisgewing. Een ieder die genoemd bevel overtreedt, ongehoorzaam is of niet nakomt wordt krachtens artikel *een en twintig* van genoemde wet bedreigd met de in dat artikel met name genoemde straffen overeenkomstig de omstandigheden daarin beschreven.

BIJLAGE.

Ieder eigenaar, waarvan de beesten lopen op de plaatsen Prospect Farm No. 347, Witbank No. 1, Jachtdrift No. 255, Loshelo No. 411, Loshelo No. 415, Driehoek No. 470, Driepan No. 468, No. 397, No. 467 en No. 466, Distrikt Wakkerstroom, Transvaal, moet binnen dertig dagen na publikatie van die bevel al zijn beesten op de genoemde plaatsen brandmerken op een duidelike wijze met zijn eigen geregistreerd brandijzer.

✱ No. 1211.] [25 Julie 1923.

Goevernements Kennisgeving No. 1505 van 18/8/1920, zo ver als het betrekking heeft op die gedeelten van de plaatsen Krokodilpoort No. 411 en Roodekoppies No. 44 liggend west van de Krokodilrivier en noord van de spoorlijn, wordt hiermede gekanseleerd.

✱ No. 1212.] [25 Julie 1923.

BESMETTE STREKEN.

De Minister van Landbouw heeft bevolen de volgende besmette en aangrenzende plaatsen besmet te verklaren en onderhevig te maken aan subartikel (4), artikel *negen*, van de Veeziekten Wet (No. 14 van 1911), wegens het voorkomen van Oostkustkoorts:—

Plaats.	*Eigenaar van Vee.*	*Distrikt.*
Prospect Farm No. 347	Verscheiden	Wakkerstroom.
Witbank No. 1	"	"
Jachtdrift No. 255	"	"
Wilderness No. 87	Naturellen	Entonjaneni.
Tradouw No. 88 A	"	"

✱ No. 1234.] [25 Julie 1923.

MINISTERS BEVEL.

Krachtens de bevoegdheid hem verleend ingevolge paragraaf (*f*) van artikel *zestien* van de Veeziekten Wet, No. 14 van 1911, heeft de Minister van Landbouw bevolen dat ieder eigenaar van schapen en bokken in de distrikten in de bijlage van deze kennisgeving wiens kudden (*a*) gedurende de twaalf maanden, geëindigd 1 Augustus 1923, besmet geweest zijn, en (*b*) gedurende de twaalf maanden, geëindigd 1 Augustus 1923, in aanraking met besmetting geweest zijn, dezelve moet laten dippen op de wijze voorgeschreven bij de regulaties opgetrokken onder artikel *drie en twintig* van de genoemde wet, en gepubliceerd onder Goevernements Kennisgeving No. 1703 van 1919, en verder beveelt hij dat het dippen een aanvang neemt en voleindigd dient te zijn op datum zoals voorgeschreven in de bijlage tegenover elk distrikt.

BIJLAGE.

Calvinia, van 1 Augustus 1923 tot 31 Desember 1923.
Kuruman, van 1 September 1923 tot 30 November 1923.

✱No. 1235.] [25th July, 1923.

The following outbreaks of contagious animal diseases have been reported within the Union during the week ended 19th July, 1923 :—

Province.—*Provincie.*	Disease.—*Ziekte.*	Farm.—*Plaats.*	District.—*Distrikt.*
Transvaal	Mange—Schurft	Uitkomst No. 270	Ermelo.
"	" "	Native Location—Lokatie	"
"	"	Erasmusdorp	Pretoria.
"	Anthrax—Miltziekte	Elandsfontein No. 6	Germiston.
"	" "	Driefontein No. 3	Johannesburg
"	"	Robinson No. 2	Krugersdorp.
"	"	Potgietersrust Town—Dorp	Potgietersrust.
"	"	Blinkwater No. 1706	"
"	"	Myngenoegen No. 623	Pietersburg.
"	"	Rietfontein No. 451	Middelburg.
"	"	Slangfontein No. 86	Waterberg.
"	"	Witkrans No. 220	Carolina.
"	"	Witfontein No. 350	Pretoria.
"	"	Zelikaatsnek No. 379	"
Transkeian Territories—Transkeigebied	"	Dyosinis Location—Lokatie	Butterworth.
" " "	"	Vuso's Location—Lokatie	"
" " "	"	Libode Plantation—Plantage	Libode.
" " "	"	Makatazo Store—Winkel	Elliotdale.
" " "	"	Farm Bertie Vale—Plaats Bertie Vale	Matatiele.
" " "	Mange—Schurft	Pata's Location No. 3—Lokatie No. 3 Pata	Umzimkulu.
" " "	" "	Sibi's Location—Lokatie	Matatiele.
Orange Free State—Oranje Vrijstaat	Anthrax—Miltziekte	Metheum	Boshof.
" " " " "	" "	Merryvale	Thaba 'Ncho.
" " " " "	"	Fort Bassett	"
Cape—Kaap	"	The Glen	Elliot.
" "	"	Latham	Queenstown.
" "	"	Sandflats	Alexandria.
" "	Epizootic Lymphangitis	The Gorah	"
	Epizootose Lymphangitis		
" "	Mange—Schurft	Golf Club Grahamstown	Alfany.
" "	" "	Langholm	Bathurst.
" "	" "	Bathurst Village—Dorp	"
" "	" "	Diep River	Cape.
" "	" "	Kensington Estate—Boedel	"
" "	" "	Ottery Road—Weg	"
" "	" "	Gibbon Street—Straat, Uitenhage	Uitenhage.
" "	" "	Cockscombe Siding	"
Natal	" "	Westend	Pietermaritzburg.
"	" "	Town Lands—Dorpsgronden	Vryheid.
"	Anthrax—Miltziekte	Lot K 29	Lower Umfolosi.
"	East Coast Fever—Oostkustkoorts	Para	Klip River.

✱No. 1235.] [25 Julie 1923.

De volgende uitbrekingen van besmettelike veeziekten werden gedurende de week, geëindigd 19 Julie 1923, binnen de Unie gerapporteerd :—

✱No. 1236.] [25th July, 1923.

BRANDS REGISTRATION ACTS, NOS. 12 OF 1890 AND 4 OF 1897 (CAPE OF GOOD HOPE).

The following alphabetical list of districts and proprietors of brands for horses, cattle, ostriches, sheep, and goats, registered under the above Acts during the quarter ended 31st March, 1923, is published for general information :—

Name of Applicant. *Naam van Applikant.*	Residence. *Woonplaats.*	Description. *Beschrijving.*	Brands.—*Brandmerken.* Horses. *Paarden.*	Cattle. *Beesten.*	Ostriches. *Struisvogels.*	Sheep. *Schapen.*	Goats. *Bokken.*
Bathurst. (Letter or character Q.) J. Stretton Barry	Martindale, P.O. Bathurst	BM	Off quarter	Off hip	—	Off hind leg	Off hind leg.
Kenhardt. Letter or character O.K.) J. P. M. Zandberg	P.O. Kenhardt	J2	and Mules and Donkeys off quarter	Off hip	—	—	—
Komgha. (Letter or character B.) P. F. Muller	P.O. Macleantown	M	and Mules and Donkeys near quarter	Near hip	—	Near shoulder	Near shoulder.
Mafeking. (Letter or character $\frac{B}{M}$.) J. H. Snyman	Mantzam, Mafeking		—	Off hip	—	—	—
Namaqualand. (Letter or character O.Q.) Jacob Cloete	P.O. Concordia	2	and Donkeys near quarter	Near hip	—	—	—
Somerset East. (Letter or cha acter N.) C. C. Albertyn	Somerset East	A	—	Off thigh	—	—	—
Uitenhage. (Letter or character O.) The Selborne Sundays River Lands, Ltd.	P.O. Box 21, Uitenhage		and Donkeys near quarter	Near hip	Near leg	Near hind leg.	Near hind leg.
R. Blunson	Kinkwood, P.O. Uitenhage		and Donkeys near neck	Near rump	Near leg	—	—
Vryburg. (Letter or character $\frac{B}{V}$.) C. J. W. Johnson	Driepoort, Vryburg		and Donkeys near quarter	Near hip	—	—	—

✱No. 1236.] [25 Julie 1923.

BRANDMERKEN REGISTRATIE WETTEN NOS. 12 VAN 1890 EN 4 VAN 1897 (KAAP DE GOEDE HOOP).

De volgende alfabetiese lijst van distrikten en van eigenaars van brandmerken voor paarden, beesten, struisvogels, schapen en bokken, geregistreerd onder de bovengenoemde wetten gedurende het kwartaal geëindigd 31 Maart 1923, wordt ter algemene kennisname gepubliceerd :—

✱ No. 1242.] [25th July, 1923.

PROPOSED DEMARCATION OF LOTHIAN AND EXCELSIOR FOREST RESERVE, DISTRICT LYDENBURG.

In terms of section *five* of the Forest Act No. 16 of 1913, it is hereby notified for general information that it is the intention of the Minister of Agriculture to declare the areas described in the Schedule hereto and situate in the District of Lydenburg, Province of Transvaal, and of which diagrams and descriptions are filed in the offices of the Surveyor-General, Pretoria, the Conservator of Forests, Pretoria, and temporarily in the office of the Magistrate, Lydenburg, to be demarcated forests.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent. Morgen.	Sq. Rds.
VIII	Lothian and Excelsior Forest Reserve :—		
	Sub-reserve (*a*) Lothian No. 258	3655	57
	„ (*b*) Excelsior No. 259	4144	481

27-J., 24-A., 21-S.

DEPARTMENT OF LANDS.

The following Government Notices are published for general information.

J. SOMMERVILLE,
Secretary for Lands.

Department of Lands, Pretoria.

No. 1118.] [13th July, 1923.

In terms of section *two*, Act No. 15 of 1887, it is hereby notified for general information that the following pieces of Crown land, situate in the Division of Piquetberg, will be offered for sale by public auction at the places, times, and on the dates specified in the Schedule hereunder, subject to the conditions and stipulations in the above Act and in the general conditions of sale set forth and further to such conditions as may be declared on the day of sale.

The lots will be put up at the upset prices fixed, and the highest bidder who shall have offered not less than such upset price shall be declared the purchaser, and every such purchaser shall be bound to pay the whole of the purchase money on the day of sale as required by sub-section (3), section *two*, of Act No. 41 of 1902.

The expenses of survey, title-deed, and Deeds Office registration fee shall be paid to the Magistrate or other duly authorized person in that behalf on the day of sale.

The plan and general conditions of sale may be seen at the Department of Lands, Pretoria, and at the office of the Magistrate, Piquetberg.

PROVINCE OF THE CAPE OF GOOD HOPE.

DIVISION OF PIQUETBERG.

Field Cornetcy Verloren Valley.

Land to be offered for sale at Redelinghuis at 12 noon on Friday, 14th September, 1923:—

Being the farm called Rheboks Plaat Berg, in extent 195 morgen 450 square roods; bounded north by Crown land and Elands Bay Outspan, east by Roode Verlooren Valley, south by Keurbosch Fontein and Crown land, and west by Crown land. Upset price, £294; expenses of survey, £58. 5s. 8d.; title-deed, 12s. 3d.; Deeds Office registration fee, 5s.

Field Cornetcy Piquetberg.

Land to be offered for sale at Vondeling, at 10 a.m. on Friday, 21st September, 1923:—

Called Brughoogte, in extent 241 morgen 328 square roods; bounded north-west by Remainder of Vondeling, Portion D of Vondeling and Vondeling Outspan, east and south-east by Portion of Vondeling, south-west by Vondeling Outspan and remainder of Vondeling, and west and south-west by top right bank Berg River. Upset price, £1450; expenses of survey, £35. 4s. 3d.; title-deed, 12s. 3d.; Deeds Office registration fee, 5s.

Field Cornetcy 24 Rivers.

Land to be offered for sale at Halfmanshof, at 10 a.m., on Friday, 7th September, 1923:—

The farm Zaailand, in extent 88 morgen 89 square roods; bounded north, south, and east by Halfmans Hof A, south and east Halfmans Hof Outspan, east by School Site, north-west by Remainder of portion of Avontuur, and west by Vleiklip. Upset price, £882; expenses of survey, £33. 13s.; title-deed, 12s. 3d.; Deeds Office registration fee, 5s. [13-20-27-3-10-17-24-31

✱ No. 1202.] [27th July, 1923.

It is hereby notified for general information that, in terms of section *seventy-two* of Act No. 29 of 1912, as amended by section *two* of Act No. 39 of 1914, Arthur Herbert Bain has been appointed to act as Registrar of Deeds, Kingwilliamstown, during the absence on leave of Christian Wouter Broers, with effect from the 16th July, 1923.

✱ No. 1242.] [25 Julie 1923.

VOORGESTELDE DEMARKATIE VAN LOTHIAN EN EXCELSIOR BOSRESERVAAT, DISTRIKT LIJDENBURG.

Overeenkomstig afdeling *vijf* van de Boswet No. 16 van 1913, wordt hiermede ter algemene informatie kennisgegeven dat de Minister van Landbouw van voornemen is om de streken in de bijlage hiernevens beschreven en gelegen in het Distrikt Lijdenburg, Provincie Transvaal, en waarvan plannen en beschrijvingen ter inzage liggen aan de kantoren van de Landmeter-generaal te Pretoria, de Bosbewaarder te Pretoria, en tijdelik aan het kantoor van de Magistraat te Lijdenburg, gedemarkeerde bossen te verklaren.

BIJLAGE.

Reservaat No.	Naam van Reservaat.	Grootte. Morgen.	Vk. Rdn.
VIII	Lothian en Excelsior Bosreservaat :—		
	Subreservaat (*a*) Lothian No. 258	3655	57
	„ (*b*) Excelsior No. 252	4144	431

DEPARTEMENT VAN LANDEN.

De volgende Goevernements Kennisgevingen worden ter algemene informatie gepubliceerd.

J. SOMMERVILLE,
Sekretaris voor Landen.

Departement van Landen, Pretoria.

No. 1118.] [13 Julie 1923.

Overeenkomstig artikel *twee*, Wet No. 15 van 1887, wordt hiermede ter algemene informatie bekendgemaakt, dat de volgende stukken Kroongrond, in de Afdeling Piquetberg, bij publieke veiling te koop aangeboden zal worden op de plaatsen en op de datums en tijden in de navolgende schedule vermeld, onderhevig aan de voorwaarden en bepalingen in bovengenoemde wet en in de algemene koopkondities uiteengezet, en verder aan zulke voorwaarden als op de verkoopdag mogen worden vermeld.

De percelen zullen te koop aangeboden worden tegen de vastgestelde inzetprijs, en de hoogste bieder, die niet minder dan die inzetprijs zal geboden hebben, zal de koper verklaard worden, en zodanige koper is verplicht de gehele koopprijs op de dag van de verkoop te betalen, zoals vereist bij subartikel (3), artikel *twee*, van Wet No. 41 van 1902.

De kosten van opmeting, grondbrief en Registratiekantoorfooi moeten aan de magistraat, of ander daartoe behoorlik gemachtigd persoon, op de koopdag betaald worden.

De kaart en algemeen koopvoorwaarden liggen ter inzage op het Departement van Landen, Pretoria, en op het kantoor van de Magistraat, Piquetberg.

PROVINCIE KAAP DE GOEDE HOOP.

AFDELING PIQUETBERG.

Veldkornetschap Verloren Valley.

Grond te koop te worden aangeboden te Redelinghuis op Vrijdag, 14 September 1923, des middags om 12 uur:—

Zijnde de plaats genaamd Rheboks Plaat Berg, groot 195 morgen 450 vierkante roeden; begrensd ten noorden door Kroongrond en Elands Bay Uitspanning, ten oosten door Roode Verlooren Valley, ten zuiden door Keurbosch Fontein en Kroongrond en ten westen door Kroongrond. Inzetprijs, £294; kosten van opmeting, £58. 5s. 8d.; grondbrief, 12s. 3d.; Registratiekantoorfooi, 5s.

Veldkornetschap Piquetberg.

Grond te koop te worden aangeboden te Vondeling op Vrijdag, 21 September 1923, des voormiddags, om 10 uur:—

Zijnde Brughoogte, groot 241 morgen 328 vierkante roeden, begrensd ten noordwesten door resterend gedeelte van Vondeling, Gedeelte D van Vondeling en Vondeling Uitspanning, ten oosten en zuidoosten door gedeelte van Vondeling, ten zuidwesten door Vondeling Uitspanning en resterend gedeelte van Vondeling, en ten wasten en zuidwesten door de rechteroever (boven op) van de Bergrivier. Inzetprijs, £1,450; kosten van opmeting, £35. 4s. 3d.; grondbrief, 12s. 3d.; Registratiekantoorfooi, 5s.

Veldkornetschap 24 Rivers.

Grond te koop te worden aangeboden te Halfmanshof op Vrijdag, 7 September 1923, des voormiddags om 10 uur:—

De plaats Zaailand, groot 88 morgen 89 vierkante roeden, begrensd ten noorden, ten zuiden en ten oosten door Halfmans Hof A, ten zuiden en oosten door Halfmans Hof Uitspanning, ten oosten door School Site, ten noordwesten door resterend gedeelte van gedeelte van Avontuur en ten westen door Vleiklip. Inzetprijs, £882; kosten van opmeting, £33. 13s.; grondbrief, 12s. 3d.; Registratiekantoorfooi, 5s.

✱ No. 1202.] [27 Julie 1923.

Ter algemene informasie word hiermee bekend gemaak dat, kragtens artiekel *twee-en-seventig* van Wet No. 29 van 1912, soos gewysig deur artiekel *twee* van Wet No. 39 van 1914, Arthur Herbert Bain, aangestel is om te ageer as Registrateur van Aktes, Kingwilliamstown, gedurende die afwesigheid op verlof van Christian Wouter Broers, vanaf die 16de Julie 1923.

✲ No. 1208.] [27th July, 1923.

Applications will be received at the Department of Lands, Pretoria, for such time as the holdings or any of them remain unallotted, for the undermentioned farms, to be disposed of on lease for a period of five (5) years, with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof, on terms of Conditional Purchase Lease extending over a period of twenty (20) years, under and subject to the provisions of the Land Settlement Act, No. 12 of 1912, as amended by Acts Nos. 23 of 1917, 28 of 1920, and 21 of 1922, and any regulations published thereunder.

The Government reserves the right at any time to withdraw any or all of the holdings offered for disposal by this notice.

After the expiry of this notice intending applicants should ascertain from the Department of Lands which holdings are still available before proceeding to inspect any of them.

✲ No. 1208.] [27 Julie 1923.

Applikaties zullen worden ingewacht bij het Departement van Landen, Pretoria, zolang als de eigendommen of enige ervan niet toegekend zijn, voor de hierondervermelde plaatsen, te worden uitgegeven onder huurkontrakt voor een tijdperk van vijf (5) jaren, met het recht de grond te eniger tijd gedurende de loop van het huurkontrakt of bij 't verstrijken daarvan, te verkrijgen, op termen van voorwaardelik koop-huurkontrakt lopende over een tijdperk van twintig (20) jaren, in termen van en onderworpen aan de bepalingen van de Kroongrond Nederzettingswet, No. 12 van 1912, zoals gewijzigd door Wetten Nos. 23 van 1917, 28 van 1920 en 21 van 1922, en regulaties daaronder gepubliceerd.

De Regering behoudt zich het recht voor om een of meer van de hoeven in deze kennisgeving ter uitgeving aangeboden, te eniger tijd terug te trekken.

Na de datum, waarop deze kennisgeving afgelopen is, behoren applikanten eerst van het Departement van Landen te vernemen welke hoeven nog beschikbaar zijn, alvorens enigeen daarvan te gaan inspekteren.

CAPE PROVINCE.—*KAAP PROVINCIE.*

NOVO SETTLEMENT (*NOVO NEDERZETTING*).—RIVERSDALE DIVISION (*AFDELING.*)

FARMS FOR DISPOSAL. Registered Name and Number. *PLAATSEN BESCHIKBAAR. Geregistreerde Naam en Nummer.*	Area.—*Grootte.* Morgen. *Morgen.*	Sq. Roods. *Vk. Roeden.*	Purchase Price. *Koopprijs.*	Rental during lease period of 5 years. *Huurprijs gedurende Huurtermijn van 5 jaren.* 1st Year, Nil.—*1ste Jaar, Niets.* 2nd and 3rd years, 2 per cent. per annum. Half-yearly Rental:— *2de en 3de jaar, 2 percent per annum. Halfjaarlikse Huurprijs:—*	4th and 5th years, 3½ per cent. per annum. Half-yearly Rental:— *4de en 5de jaar, 3½ percent per annum. Halfjaarlikse Huurprijs:—*	If option of conditional purchase be exercised— Half-yearly Instalment, which includes Capital and Interest at 5 per cent. spread over 20 years:— *Indien optie van voorwaardelike aankoop wordt uitgeoefend— Halfjaarlikse Paatement, waarbij inbegrepen Kapitaal en Rente tegen 5 percent over twintig jaren:—*
I Agricultural Lot (*Landbouwperceel*) No. 1... ...	16	412	£ 563	£ s. d. 5 12 7	£ s. d. 9 17 1	£ s. d. 22 8 7
II " " " 2... ...	6	149	371	3 14 2	6 9 10	14 15 7
III " " " 3... ...	6	132	412	4 2 5	7 4 2	16 8 3
V " " " 5... ...	7	172	471	4 14 2	8 4 10	18 15 3
VI Agricultural Lot (*Landbouwperceel*) No. 6 and (*en*) Building Lot (*Bouwperceel*) No. 1	6	571	489	4 17 10	8 11 2	19 9 7
VII Agricultural Lot (*Landbouwperceel*) No. 7 and (*en*) Building Lot (*Bouwperceel*) No. 2	6	448	474	4 14 10	8 5 11	18 17 8
VIII Agricultural Lot (*Landbouwperceel*) No. 8... ...	9	82	821	8 4 2	14 17 4	32 14 1
XII Agricultural Lot (*Landbouwperceel*) No. 12 ...	6	37	363	3 12 7	6 7 1	14 9 3
XIII " " " 13 ...	9	554	295	2 19 0	5 3 3	11 15 0
XIV " " " 14 ...	8	248	459	4 11 10	8 0 8	18 5 8
XV " " " 15 ...	6	542	516	5 3 2	9 0 7	20 11 1
XVI Agricultural Lot (*Landbouwperceel*) No. 16 and (*en*) Building Lot *Bouwperceel*) No. 6	8	157, 72 s.f. v.v.	586	5 17 2	10 5 1	23 6 10
XVII Agricultural Lot (*Landbouwperceel*) No. 17 and (*en*) Building Lot *Bouwperceel*) No. 7	6	370, 72 s.f. v.v.	462	4 12 5	8 1 8	18 8 1
XVIII Agricultural Lot (*Landbouwperceel*) No. 18 and (*en*) Building Lot (*Bouwperceel*) No. 8	6	344, 72 s.f. v.v.	427	4 5 5	7 9 5	17 0 2
XX Agricultural Lot (*Landbouwperceel*) No. 20, Building Lot (*Bouwperceel*) No. 10, and (*en*) Outer Lot (*Buitenperceel*) C	244	69, 72 s.f. v.v.	1,692	16 18 5	29 12 2	67 8 1
XXI Agricultural Lot (*Landbouwperceel*) No. 21 ...	7	386	923	9 4 7	16 3 1	36 15 5
XXII " " " 22 ...	6	273	470	4 14 0	8 4 6	18 14 6
XXIII " " " 23 ...	6	44	408	4 1 7	7 2 10	16 5 1
XXIV " " " 24 ...	6	500	453	4 10 7	7 18 7	18 0 11
XXV Agricultural Lot (*Landbouwperceel*) No. 25 and (*en*) Building Lot (*Bouwperceel*) No. 11	6	426, 72 s.f. v.v.	449	4 9 10	7 17 2	17 17 9
XXVI Agricultural Lot (*Landbouwperceel*) No. 26 and (*en*) Building Lot (*Bouwperceel*) No. 12	6	578, 72 s.f. v.v.	488	4 17 17	8 10 10	19 8 10
XXVII Agricultural Lot (*Landbouwperceel*) No. 27 ...	8	208	486	4 17 2	8 10 1	19 7 2
XXVIII Agricultural Lot (*Landbouwperceel*) No. 28, Building Lot (*Bouwperceel*) No. 13, and (*en*) Outer Lot (*Buitenperceel*) F	107	67, 72 s.f. v.v.	1,109	11 1 10	19 8 2	44 3 7
XXIX Agricultural Lot (*Landbouwperceel*) No. 29 and (*en*) Outer Lot (*Buitenperceel*) G	67	198	932	9 6 5	16 6 2	37 2 7
XXX Agricultural Lot (*Landbouwperceel*) No. 30 and (*en*) Building Lot (*Bouwperceel*) No. 17	7	74	453	4 10 7	7 18 7	18 0 11
XXXI Agricultural Lot (*Landbouwperceel*) No. 31 and (*en*) Building Lot (*Bouwperceel*) No. 16	6	335	428	4 5 7	7 9 10	17 1 0
XXXII Agricultural Lot (*Landbouwperceel*) No. 32 and (*en*) Building Lot (*Bouwperceel*) No. 15	7	384	462	4 12 5	8 1 8	18 8 1
XXXIII Agricultural Lot (*Landbouwperceel*) No. 33 ...	7	253	427	4 5 5	7 9 5	17 0 2
XXXV Agricultural Lot (*Landbouwperceel*) No. 35 ...	7	185	479	4 15 10	8 7 8	19 1 8
XXXVIII Agricultural Lot (*Landbouwperceel*) No. 39 ...	13	221	823	8 4 7	14 8 1	32 15 8
XXXIX Outer Lot (*Buitenperceel*) H...	700	86	2,100	21 0 0	36 15 0	83 13 1
XL Outer Lot (*Buitenperceel*) J	803	54	2,409	24 1 10	42 3 2	95 19 4
XLI Outer Lot (*Buitenperceel*) K...	748	50	2,244	22 8 10	39 5 5	89 7 10

NOTE.—The diagrams of the above holdings being at the present time unconfirmed, the areas are approximate, and consequently the purchase price, rentals, and instalments of purchase price are liable to alteration when the diagrams are confirmed and the exact areas are known.

Description of Holdings—

The Novo Settlement is situate approximately 5 miles north of the town of Riversdale, below the Langebergen, and adjoining the Oakdale Estate, which lies between the settlement and the town. Riversdale is on the New Cape Central Railway line about 18 hours' journey from Capetown and 4 hours from Mossel Bay. The climate is healthy and agreeable. The average rainfall is approximately 17 inches per annum, most of which takes place in the winter months. The agricultural lots, which are partially irrigable, are suitable for lucerne, vegetables, root crops, and fruit-growing. The Outer Lots, which are not irrigable, but some of which abut on the Witwater and Molen Rivers, are suitable in parts for the growing of all classes of cereals and the grazing of sheep and cattle.

N.B.—Daar de kaarten van de bovengenoemde hoeven nog niet zijn bekrachtigd, zijn de grootten bij benadering opgegeven en staan de bedragen van de koopprijs, huurgelden en paaiementen van koopprijs derhalve bloot aan verandering zodra de kaarten worden bekrachtigd en de juiste grootten bekend zijn.

Biezonderheden van Hoeven—

De Novo Nederzetting is ongeveer 5 mijlen ten noorden van het dorp Riversdale gelegen, onder de Langebergen, en grenst aan het Oakdale Landgoed, dat tussen de Nederzetting en het dorp ligt. Riversdale ligt aan de Nieuwe Kaapse Centrale Spoorweg lijn, zowat 18 uren van Kaapstad en 4 uren van Mossel Baai. Het klimaat is gezond en aangenaam. De gemidddelde regenval is ongeveer 17 duim per jaar, meestal in de wintermaanden plaatsvindende. De Landbouwpercelen zijn gedeeltelik besproeibaar en geschikt voor lucerne, groenten, wortel-gewassen en het kweken van vruchten. De Buitenpercelen, die niet besproeibaar zijn, doch waarvan enige aan de Witwater- en Molenrivieren grenzen, zijn gedeeltelik geschikt voor het groeien van allerlei soorten graangewassen en voor het weiden van schapen en beesten.

There is a communal commonage of approximately 1000 morgen for the use only of agricultural lots with which no Outer Lots have been coupled. The lessees of such agricultural lots will, pending the constitution of the committee of management herein after referred to, be entitled to graze on this commonage up to six head of large stock. In no case, whether before or after the constitution of the committee of management, will the grazing of small stock be permitted on this commonage. The Government will, moreover, not guarantee the suitability or sufficiency of the grazing on the commonage at any time, and reserves the right at all times to reduce or withdraw the area so set aside for communal grazing and to deal with such land in such manner as it shall deem necessary or expedient. The Minister of Lands may, pending the constitution of the committee of management, make such rules for the control of the commonage and the grazing thereon as he shall deem fit.

It will be a condition of allottment of the holdings on this settlement that the lessees of such holdings as may be allotted shall, within one year of the date of this notice, form a committee of management to make, subject to the approval of the Minister of Lands, rules affecting the control, use, and distribution of water for irrigation purposes, the depasturing of stock (subject to the provisions herein above mentioned) on the commonage, and as to such other matters on the settlement necessary for the devolopment and improvement thereof.

Pending the constitution of the committee of management the apportionment, distribution, and control of such water as may be available for irrigation purposes from time to time shall vest in the Minister of Lands, who shall have the right to take from any holding without payment of compensation material for the repair and maintenance of the irrigation works. All distributary furrows shall, however, be made and maintained from their intakes by the lessees concerned at their own expense, and where two or more lessees utilize a common distributary furrow they shall be responsible jointly for the construction and maintenance thereof at their own expense. For these purposes the Minister of Lands' nominee, or any lessee, as the case may be, shall have the necessary access to and rights-of-way over any holding.

No guarantee is or will be given by the Government that a sufficient supply of water will be available at any time for the irrigation of any agricultural holding or any portion thereof, and no responsibility is or will be accepted by the Government at any time owing to any diminution in the volume of the water available for irrigation purposes or that may be due to flooding or diversion.

The right will be reserved to the Government to take and lead water from the irrigation works and from and over all or any of the holdings by furrows or any other means for the benefit of other holdings or Government or private land or for public or any other purposes without compensation to the lessees concerned, as also the necessary rights of ingress and egress to and from and such rights-of-way over any holdings as may be necessary for these purposes.

All roads on the settlement not being public roads under the administration of the Provincial Authorities, shall be kept in good order by the lessees jointly and severally at their own expense.

No growing trees on the grazing area shall be felled or damaged by the lessees, and no shooting or snaring of or coursing for game and birds will be permitted.

Apart from the rights-of-way shown on the plan of the settlement or specially referred to in this notice, a right of access by a convenient route to and from a public road shall be given over each holding to the lessees of other holdings.

In order to provide for the proper and efficient control and maintenance of the irrigation works and main furrows there shall be reserved in favour of the Minister of Lands or the committee of management, as the case may be, such strips of land on each holding of such dimensions as the Minister or committee of management shall deem necessary.

The committee of management shall, for the purposes herein before mentioned, as from the date of its constitution be responsible, *inter alia*, for the upkeep, repair, and maintenance of the weir, furrows, and other irrigation works on the settlement, for which purposes the committee may levy on and collect from the lessees concerned a rate or tax as provided in section *five* of Act No. 21 of 1922. Pending constitution of this committee the lessees of the irrigable holdings shall pay such maintenance charges as the Minister of Lands may impose.

Such rights, reservations, and servitudes as are referred to in this notice or may be expressed in the leases of the holdings in favour of the Minister of Lands may wholly or in part be transferred or assigned by the Minister to the committee of management herein before referred to.

Servitudes—

All necessary servitudes will be imposed against each holding in respect of any irrigation works, main or distributory furrow, or furrows which may exist on or pass through such holding for the purpose of supplying water to any other holding or holdings, and all the holdings will be further subject to such servitudes and rights to water as are mentioned or referred to in the Government deeds of transfer or which may hereafter be imposed by the Minister of Lands.

The lessees of Outer Lots C, D, E, and F, abutting on the Witwater River, shall be allowed to use the water in this river for domestic and stock-watering purposes only and on no account for the irrigation of their land.

The lessee of Outer Lot K, which abuts on the Molen River, shall be allowed to use the water in this river for domestic and stock-watering purposes only and on no account for irrigation of his land.

The lessees of Agricultural Lots Nos. 1, 2, 3, 4, 5, 6, and 7 shall not interfere with the furrow referred to in the judgment of the Water Court dated 6th April, 1922, passing over their holdings to the farms Zeekoegat and Doornkraal, and shall give the owners of

Er is een gemeenschappelik weiveld van ongeveer 1000 morgen slechts voor het gebruik van landbouwpercelen, waaraan geen buitenpercelen gekoppeld zijn. De huurders van zulke landbouwpercelen zullen, hangende het vormen van een komitee van bestuur als hierna genoemd, gerechtigd zijn om hoogstens zes stuks grootvee op deze gemeenschappelike weigrond te laten grazen. In geen geval, hetzij vóór of na de vorming van het komitee van bestuur, zal het weiden van kleinvee op deze weigrond worden toegelaten. De Regering staat daarenboven niet in voor de geschiktheid en genoegzaamheid van de weiding op het weiveld, en behoudt zich het recht voor om ten alle tijde de grond aldus voor gemeenschappelik weiveld gereserveerd, te verminderen of terug te trekken, en om daarmede op zulke wijze te handelen als het nodig of raadzaam moge achten. De Minister van Landen kan ook, hangende de vormig van het komitee van bestuur, zulke bepalingen voor de kontrole van het weiveld en de weiding daarop vaststellen als hij geschikt moge achten.

Het zal een voorwaarde van toekenning van de hoeven op deze nederzetting zijn, dat de huurders van zulke hoeven als toegewezen mochten worden, binnen een jaar vanaf de datum van deze kennisgeving, een komitee van bestuur zullen vormen om onder nadere goedkeuring van de Minister van Landen, regels vast te stellen in verband met de kontrole, het gebruik en de verdeling van water voor besproeiingsdoeleinden, het weiden van vee op het weiveld (met inachtneming van de bepalingen hierboven aangehaald) en aangaande zulke andere zaken op de nederzetting, welke nodig zijn voor de uitbreiding en verbetering daarvan.

Hangende de vorming van het komitee van bestuur, zal de verdeling, distributie en kontrole van zoveel water als van tijd tot tijd voor besproeiingsdoeleinden beschikbaar mocht zijn, bij de Minister van Landen berusten, en zal de Minister het recht hebben om van enige hoeve, zonder betaling van vergoeding, materiaal te nemen voor het repareren en onderhoud van de besproeiingswerken. Alle leidingsvoren zullen echter door de betrokken huurders op eigen kosten gemaakt en onderhouden worden van waar ze beginnen, en waar twee of meer huurders een gemeenschappelike leidingsvoor gebruiken zullen zij gezamenlik verantwoordelik zijn voor de konstruktie en het onderhoud daarvan op hun eigen kosten. Voor deze doeleinden zal de door de Minister van Landen benoemde persoon of enige huurder, zoals het geval mag zijn, de nodige toegang tot en rechten van weg over enige hoeve hebben.

Geen verzekering wordt gegeven of zal door de Regering gegeven worden, dat er een genoegzame voorraad water ter eniger tijd beschikbaar zal zijn voor het besproeien van enige landbouwhoeve of gedeelte daarvan, en geen verantwoordelikheid wordt of zal door de Regering ter eniger tijd worden aanvaard voor enige vermindering van het voor besproeiingsdoeleinden beschikbare water, of dat een gevolg mocht zijn van overstroming of afleiding.

De Regering behoudt zich het recht voor om water te nemen en te leiden van de besproeiingswerken en van en over alle of enige van de hoeven door middel van voren of op enige andere wijze, tot nut van andere hoeven of Goevernements- of private grond, of voor publieke of andere doeleinden, zonder schadeloosstelling van de betrokken huurders, alsook de nodige rechten van ingang en uitgang van en tot, en zulke rechten van weg over hoeven, als voor deze doeleinden nodig mogen worden geacht.

Alle paden op de nederzetting, geen publieke wegen zijnde onder beheer van de provinciale autoriteiten, moeten door de huurders, gezamenlik en afzonderlik op eigen kosten in goede orde gehouden worden.

Geen groeiende bomen op het weiveld mogen door de huurders omgekapt of beschadigd worden, en geen schieten of vangen van wild en vogels zal worden toegestaan.

Afgezien van de rechten van weg op de kaart van de Nederzetting aangegeven of speciaal in deze kennisgeving vermeld, moet over elke hoeve aan de huurders van andere hoeven een recht van toegang verleend worden met een gerieflike weg naar en van een publieke weg.

Ten einde in een behoorlike en degelike kontrole en onderhoud van de besproeiingswerken en hoofdvoren te voorzien, zullen er ten gunste van de Minister van Landen of het komitee van bestuur, al naar het geval mag zijn, op iedere hoeve strepen grond van zulke afmetingen worden gereserveerd als de Minister of het komitee van bestuur nodig moge achten.

Het komitee van bestuur zal vanaf de datum van zijn konstitutie voor de hierboven genoemde doeleinden *inter alia* verantwoordelik zijn voor het in orde houden, reparatie en onderhoud van de damwal, voren en andere besproeiingswerken op de nederzetting, voor welke doeleinden het komitee een belasting kan opleggen en van de betrokken huurders invorderen, zoals bepaald in artikel *vijf* van Wet No. 21 van 1922. Hangende de konstitutie van dit komitee moeten de huurders van besproeibare hoeven zulke onderhoudskosten betalen als door de Minister van Landen mochten worden opgelegd.

Alle rechten, voorbehoudingen en servituten in deze kennisgeving vermeld, of welke in de huurkontrakten van de hoeven ten faveure van de Minister van Landen mochten zijn vervat, kunnen door de Minister geheel of gedeeltelik overgedragen of toegewezen worden aan het komitee van bestuur zoals hierboven genoemd.

Servituten—

Elke hoeve zal bezwaard worden met alle nodige servituten ten aanzien van besproeiingswerken, hoofd- of leidingsvoren, of voren die mogen bestaan op of over zulke hoeven gaan, voor het doel om water te leveren aan enige andere hoeve of hoeven, en al de hoeven zullen verder onderhevig zijn aan zodanige servituten en waterrechten als vermeld of bedoeld zijn in de Goevernements Transportakten, of die hierna door de Minister van Landen zouden kunnen worden opgelegd.

De huurders van Buitenpercelen C, D, E en F, aan de Witwaterrivier gelegen, zullen toegestaan worden het water in deze rivier alleen voor huishoudelike doeleinden en voor het drenken van vee te gebruiken, en onder geen omstandigheden voor het besproeien van hun grond.

De huurder van Buitenperceel K, dat aan de Molenrivier ligt, zal toegelaten worden water uit deze rivier voor huishoudelike doeleinden en voor het drenken van vee te gebruiken, maar onder geen omstandigheden voor het besproeien van zijn grond.

De huurders van Landbouwpercelen 1, 2, 3, 4, 5, 6 en 7 mogen zich niet bemoeien met de voor, bedoeld in de uitspraak van het Waterhof, gedateerd 6 April 1922, welke over hunne hoeven naar de plaatsen Zeekoegat en Doornkraal loopt, en zij moeten de eigenaars van de gezegde plaatsen en hun bedienden ter eniger tijd de nodige toegang en rechten van weg naar, van en langs gezegde

the said farms and their servants the necessary access and rights-of-way to, from, and along said furrow at any time for the purpose of cleaning, repairing, and maintaining the same.

These lots shall, on the construction of this furrow, be subject to the necessary servitudes of abutment and/or aqueduct (as the case may be) in favour of the said farms Zeekoegat and Doornkraal.

The headworks of the irrigation scheme are on Agricultural Lots Nos. 37 and 38, and the allotment thereof will be subject to all necessary servitudes in connection therewith or in connection with any future extension of the headworks.

The allotment of all the holdings on the settlement will be subject, so far as they may be affected, to such rights to water in the Molen River as are held by the owner of Lot D of the original farm Novo, set out in Notarial Deed dated 7th February, 1887, and referred to in the judgment of the Water Court dated 6th April, 1922

Improvements on Holdings—

III. Small house.
V. Small house.
VIII. House.
XIII. Small house.
XIV. House.
XV. House.
XXI. House.
XXIX. House.

Issue of Crown Grants—

Crown grants of holdings may in special cases, with the approval of the Governor-General, be issued before the expiry of a period of ten (10) years from the date of allotment. The Department will be prepared to consider applications for Crown grants provided the building and other conditions of allotment are complied with.

NOTE.—Successful applicants for these holdings should not assume that financial assistance will be rendered them by the Department for the purpose of developing their holdings.

The lease shall contain the following special conditions, which will also be inserted in the Crown grant when issued:—

"The land hereby granted or any portion or share thereof shall not be sub-divided, sold, assigned, donated, transferred, leased, mortgaged, or otherwise alienated or encumbered by the grantee or his successor or successors in title, or his or their executors, administrators, or assigns, unless the consent in writing of the Minister of Lands be first obtained."

In the case of accidents to persons or cattle consequent on the existence of shafts, tunnels, and other conditions arising out of prospecting and mining operations undertaken prior to the date of commencement of the lease, the lessee shall not be entitled to compensation from the Government or the prospector or claimholder.

In the event of the Government being required, in terms of the Fencing Act, No. 17 of 1912, or any amendment thereof, to contribute towards the cost of fencing the boundaries, or any part thereof, of any of the holdings advertised in this notice, or to accept liability for the payment of such contribution prior to the registration of the lease, the successful applicant shall, on allotment being made to him, assume liability for the payment of such contribution. The amount of such contribution shall be paid by the allotteee to the Government in cash, or at the option of the allottee it may be added to the valuation of the holding, in which case the rental payments and instalments of purchase price shall be increased accordingly. The successful applicants for any of the holdings on which the boundaries or part thereof are fenced, shall accept liability under the Fencing Act, 1912, for any amounts which may be claimed by adjoining owners in terms of the said Act.

General Remarks—

The lease to be issued will contain conditions relative to residence, improvements, fencing, minerals, outspans, roads, and such other conditions as are usually inserted in agricultural leases granted under the Land Settlement Act, No. 12 of 1912, as amended by Acts Nos. 23 of 1917, 28 of 1920, and 21 of 1922, and will be subject further to such other conditions as are mentioned or referred to in the Government's Deeds of Transfer and previous Deeds. The following special clauses will be inserted in the leases which it is proposed to issue and in the Crown grant to be issued later:—

(*a*) Giving the Government the right to resume the whole or a portion of any holding required for public purposes or outspan purposes on payment of compensation therefor;

(*b*) stipulating that roads and thoroughfares, whether they are described in the diagram or not, existing on the land shall remain free and uninterrupted and requiring the lessee of any holding to grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor;

(*c*) governing the exploitation of minerals.

The rent paid during the lease period of five years is not deducted from the purchase price in the event of the option to purchase being exercised.

All rights to minerals, mineral products, mineral oils, metals, and precious stones are reserved to the Crown.

The Department has made every effort to render as accurate as possible the information given in this notice, but will not be responsible for any inaccuracies should such exist.

Applicants are recommended personally to inspect the holdings before formally applying therefor. In considering applications for holdings, Land Boards decline, as a rule, to recommend allotments to applicants who have failed to inspect personally or to have had inspected on their behalf the holdings applied for. No railway or transport concessions are given by the Government in connection with the inspection of holdings.

voor geven, voor het schoonmaken, repareren en onderhoud daarvan. Deze percelen zullen, na de aanleg van deze voor, onderhevig zijn aan de nodige servituten van opdamming en/of waterleiding (zoals het geval mag zijn), ten gunste van de genoemde plaatsen Zeekoegat en Doornkraal.

De hoofdwerken van het besproeiingsschema zijn op Landbouwpercelen 37 en 38 en de toekenning daarvan zal onderhevig zijn aan alle nodige servituten in verband daarmede, of in verband met enige verdere uitbreiding van de hoofdwerken.

De toekenning van alle percelen op de nederzetting zal, voor zover die daarop betrekking mochten hebben, onderhevig zijn aan zulke rechten op water in de Molenrivier, waartoe de eigenaar van Perceel D van de oorspronkelike plaats Novo gerechtigd is, en die uiteengezet zijn in Notariële Akte, gedateerd 7 Februarie 1887, en waarnaar in de uitspraak van het Waterhof, gedateerd 6 April 1922, verwezen wordt.

Verbeteringen op Hoeven—

III. Kleine huis.
V. Kleine huis.
VIII. Huis.
XIII. Kleine huis.
XIV. Huis.
XV. Huis.
XXI. Huis.
XXIX. Huis.

Uitreiking van Kroongrondbrieven—

In speciale gevallen kunnen, met toestemming van de Goeverneur-generaal, voor hoeven Kroongrondbrieven uitgegeven worden vóórdat een termijn van tien (10) jaar vanaf de datum van toekenning verstreken is. Het Departement zal bereid zijn om applikaties voor Kroongrondbrieven in aanmerking te nemen mits de voorwaarde betreffende het bouwen en andere voorwaarden van toekenning nagekomen worden.

N.B.—Applikanten voor deze hoeven moeten niet rekenen op financiële steun van het Departement voor het doel hun hoeven te ontginnen.

Het huurkontrakt zal de volgende biezondere voorwaarde bevatten, die ook in de Kroongrondbrief zal worden opgenomen:—

"De grond hiermede toegekend of enig gedeelte daarvan of aandeel daarin zal niet worden onderverdeeld, verkocht, overgedragen, geschonken, getransporteerd, verhuurd, verbonden of op enigerlei wijze vervreemd of belast worden door de persoon aan wie het is toegekend, of zijn rechtverkrijgenden, eksekuteuren, administrateurs of cessionarissen, zonder vooraf de toestemming van de Minister van Landen verkregen te hebben."

In het geval van ongelukken aan personen of vee overkomen tengevolge van het bestaan van schachten, tunnels en andere omstandigheden, ontstaande uit prospekteer- en mijnwerkzaamheden, ondernomen vóór de datum van aanvang van het huurkontrakt, zal de huurder niet gerechtigd zijn tot vergoeding van het Goevernement of de prospektor of claimhouder.

Ingeval het Goevernement overeenkomstig de Omheiningswet, No. 17 van 1912, of enige wijziging daarvan, tot de kosten van de omheining van de grenslijnen, of enig deel daarvan, van de hoeven in deze kennisgeving geadverteerd, zou moeten bijdragen of voor de betaling van zodanige bijdragen de aansprakelikheid op zich zou moeten nemen vóór de registratie van het huurkontrakt, dan zal de suksesvolle applikant bij de toekenning van een hoeve aan hem de aansprakelikheid voor de betaling van zodanige bijdragen aanvaarden. Het bedrag van zodanige bijdragen moet door de persoon aan wie de plaats wordt toegekend in kontanten aan het Goevernement worden betaald, of kan naar verkiezing van de persoon aan wie het eigendom is toegekend, worden gevoegd bij de waardering van de hoeve, in welk geval de bedragen van de huur en paaiementen van de koopprijs dienovereenkomstig zullen worden verhoogd. Geslaagde applikanten voor enige van de hoeven, waarvan de grenslijnen of gedeelten daarvan omheind zijn, zullen aansprakelikheid moeten aanvaarden, overeenkomstig de Omheiningswet van 1912, voor enige bedragen welke door de eigenaren van aanliggende eigendommen, krachtens die wet, geëist mogen worden.

Algemene Opmerkingen—

Het uit te reiken huurkontrakt zal voorwaarden bevatten met betrekking tot okkupatie, verbeteringen, omheining, mineralen, uitspanningen, wegen en zulke andere voorwaarden als gewoonlik gesteld worden in landbouw-huurkontrakten uitgereikt onder de Kroongrond Nederzettingswet, No. 12 van 1912, zoals gewijzigd door Wetten Nos. 23 van 1917, 28 van 1920 en 21 van 1922, en zal verder aan zulke andere voorwaarden onderhevig zijn als vermeld of waarnaar verwezen wordt in de Goevernementsakten van transport en vorige akten.

In het voorgestelde huurkontrakt en de daarop volgende Kroongrondbrief zal speciale voorziening gemaakt worden waardoor—

(*a*) de Regering het recht hebben zal om tegen betaling van schadevergoeding enige hoeve of enig gedeelte daarvan terug te nemen, indien voor publieke doeleinden of een uitspanning benodigd;

(*b*) aanwezige paden en doorgangen vrij en onbelemmerd zullen blijven, hetzij op de kaart aangegeven of niet, en de huurder van enige hoeve gehouden zal zijn noodzakelike paden naar en van de grond van aangrenzende of naburige eigenaren toe te laten;

(*c*) de eksploitatie van mineralen geregeld zal worden.

De huur, betaald gedurende het tijdperk van het huurkontrakt van vijf jaren, wordt niet van de koopprijs afgetrokken ingeval gebruik gemaakt wordt van de optie tot aankoop.

Alle rechten op mineralen, minerale produkten, minerale olieën, metalen en edelgesteenten zijn gereserveerd voor het Goevernement.

Het Departement heeft alle pogingen gedaan om de informatie in deze kennisgeving vervat, zo juist mogelik te geven, maar zal niet verantwoordelik zijn voor onjuistheden, welke mochten voorkomen.

Applikanten worden aanbevolen de hoeven persoonlik te inspekteren, alvorens formele applikatie daarvoor in te dienen. Bij de overweging van applikaties voor hoeven zijn Landraden niet geneigd toekenningen aan te bevelen aan applikanten die verzuimd hebben persoonlik of door iemand anders ten hun behoeve, de hoeven waarvoor zij applikatie hebben gemaakt te inspekteren. Geen spoorweg- of andere transportkoncessies worden door de Regering in verband met de inspektie van hoeven toegestaan.

Occupation can be granted immediately upon allotment, unless other provision be made in the letter of allotment.

All applications must be submitted on the prescribed form, which can be obtained from the Magistrates, Riversdale, Mossel Bay, George, Oudtshoorn, Ladismith (Cape), Calitzdorp, Swellendam, Robertson, Montagu, Bredasdorp, Caledon; Special J.P., Heidelberg, Cape; Police, Albertinia; the Secretary to the Land Board, Supreme Court Buildings, Queen Victoria Street, Capetown; the Surveyor-General, Pietermaritzburg; or from the Secretary for Lands, Pretoria.

The Department has a staff dealing specially with applications and inquiries for land, and prospective settlers desirous of obtaining information with regard to land settlement are advised to apply for such information direct to the Department of Lands, Union Buildings, Pretoria.

Onmiddellik na toekenning kan okkupatie worden toegestaan, tenzij in de brief van toekenning anders wordt bepaald.

Alle applikaties moeten worden ingediend op de voorgeschreven vorm, welke van de Magistraten van Riversdale, Mosselbaai, George, Oudtshoorn, Ladismith (Kaap), Calitzdorp, Swellendam, Robertson, Montagu, Bredasdorp; Speciale Vrederechter, Heidelberg (Kaap); Politie, Albertinia; de Sekretaris van de Landraad, Hooggerechtshof-gebouw, Queen Victoriastraat, Kaapstad; de Landmeter-generaal, Pietermaritzburg, of van de Sekretaris voor Landen, Pretoria, kunnen worden verkregen.

Het Departement heeft een staf die speciaal applikaties en navragen betreffende grond behandelt en aanstaande settelaars die met betrekking tot landnederzetting informatie verlangen, worden aangeraden om zich met het verzoek om die informatie rechtstreeks te wenden tot het Departement van Landen, Unie-gebouw, Pretoria

✱ No. 1243.] [27th July, 1923.

DIVISION OF THE CAPE, CAPE PROVINCE.

Notice is hereby given, in terms of section *two* of Cape Act No. 27 of 1887, that as the quitrent on the lots mentioned in the Schedule hereto annexed has not been paid for two or more years, it is the intention of His Royal Highness the Governor-General to cause the title-deeds to the said lots to be cancelled and to resume possession of the land and all improvements thereon if the quitrent in arrear as aforesaid remains unpaid for a period of three months from the 27th July, 1923.

✱ No. 1243.] [27 Julie 1923.

AFDELING KAAP, KAAP PROVINCIE.

Hiermede wordt, overeenkomstig artikel *twee* van Wet No. 27 van 1887, Kaap de Goede Hoop, kennis gegeven, dat aangezien de erfpacht op de percelen in de onderstaande schedule vermeld, gedurende twee jaar of langer niet is opbetaald, Zijn Koninklike Hoogheid de Goeverneur-generaal voornemens is, indien de achterstallige erfpacht als voorzegd niet binnen een tijdperk van drie maanden vanaf 27 Julie 1923 is opbetaald, de grondbrief van de genoemde percelen in te trekken, en de gronden met alle verbeteringen daarop weder in bezit te nemen.

Name of Original Grantee. *Naam van Persoon aan wie oorspronkelik toegekend.*	Date of Title. *Datum van Grondbrief.*	Description of Land. *Beschrijving van de Grond.*	Area.—*Grootte.* Morgen. *Morgen.*	Sq. Rds. *Vk. Rdn.*	Sq. Ft. *Vk. Vtn.*	Quitrent outstanding. *Uitstaande Rekognitie.*	Rent due from. *Huur betaalbaar.*	Name of the Registered Owner. *Naam van Geregistreerde Eigenaar.*	Date of Transfer. *Datum van Transport.*
						£ s. d.			
Frederick Johann Heinrich von Wurzburg Schade and Frederick Baker	20/10/1883	Lot No. 5289, situate in the Field Cornetcy of Diep River, being Lot No. 1, near Zand Vley	10	—	—	6 9 4	20th October, 1915	Wilhelm Andreas Ole Wernberg and Charle William Deecker	19/12/02
Susanna Amelia Strivens Jones (born Dyason)	26/6/1886	Lot No. 7, Hout Bay	—	54	10	4 0 0	26th June, 1919	Fred Goldsmith Cooper	19/1/10

General Notices—*Algemene Kennisgevingen.*

CO-OPERATIVE AGRICULTURAL SOCIETIES.

✱ NOTICE No. 503 of 1923.

The following particulars of changes which have taken place in the membership of Co-operative Agricultural Societies are published for general information, in accordance with the provisions of subsection (3) of section *thirty-one* of the Co-operative Societies Act (No. 28 of 1922).

JOHS. RETIEF,
Registrar of Co-operative Societies.

Department of Agriculture,
Pretoria, 20th July, 1923.

KOÖPERATIEVE LANDBOUWVERENIGINGEN.

✱ KENNISGEVING No. 503 van 1923.

De volgende biezonderheden van veranderingen, die in het lidmaatschap van Koöperatieve Landbouwverenigingen plaatsgevonden hebben, worden voor algemene informatie gepubliceerd, overeenkomstig de bepalingen van subartikel (3) van artikel *een en dertig* van de Koöperatieve Verenigingen Wet (No. 28 van 1922).

JOHS. RETIEF,
Registrateur van Koöperatieve Verenigingen.

Departement van Landbouw,
Pretoria, 20 Julie 1923.

OOSTELIKE TRANSVAALSE LANDBOUW KO-OPERATIEVE VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. *No.*	Name. *Naam.*	Address. *Adres.*
98	Erasmus, Dirk Arnoldus	Krans van Blesbokspruit, P.K. Mooifontein.
99	Geyer, Coenraad Diederik Cornelis	Legdaar, Bus 151, Bethal.
100	Grobler, Hendrik Lambert Johannes Bronkhorst	Goedehoop, Bethal.
101	Meijer, Francois Arnoldus	Skaapskraal, Bus 73, Bethal.
102	Merwe, van der, Lukas Marthinus	Vierstroom, P.K. Bethal.
103	Plessis, du, Hendrik Jacobus	P.K. Halfgewonne.

SENEKAL KO-OPERATIEVE LANDBOUW VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. *No.*	Name. *Naam.*	Address. *Adres.*
394	Beer, de, Hendrik Johannes	Witwal, P.K. Senekal.
395	Brink, George Stephanus, jnr.	Vogelstruisfontein, P.K. Libertas.
396	Riggs, Andrew John	Fairfield, P.K. Rosendal.
397	Steyn Jacobus Arnoldus	Naval, P.K. Senekal.
398	Wyk, van, Jan Hendrik	Van Rooyens Rust, P.K. Senekal.

RUSTENBURG BOEREN KO-OPERATIEVE VERENIGING.

TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSCHAP.

No. *No.*	Name and Address. *Naam en Adres.*	Date of termination of membership. *Datum van beëindiging van lidmaatschap.*	Reason for termination of membership. *Reden voor beëindiging van lidmaatschap.*
844	Botha, Roelof Frederik, Ou-Thomaszijn-loop, Silverkrans.	7/7/1921	Death. *Overlijden.*
8	Botha, Barend Petrus, Schoongezicht, Lindleyspoort.	9/11/1914	"

WOLMARANSSTAD CO-OPERATIEVE LANDBOUW VEREENIGING.

TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSCHAP.

No. *No.*	Name and Address. *Naam en Adres.*	Date of termination of membership. *Datum van beëindiging van lidmaatschap.*	Reason for termination of membership. *Reden voor beëindiging van lidmaatschap.*
153	Beer, de, Jacobus Frederik, Driefontein, Bosmansrust	1/4/1923	Death. *Overlijden.*
518	Buisson, du, Frederick Jacobus, Blinkklip, P.O. Bosmansrust	16/12/1922	"

LADYBRAND KO-OPERATIEVE LANDBOUW VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
149	Meyer, Izaak Andries	Welgemoed, P.K. Marseilles.
150	Nel, Johannes George	Oude Fontainebleau, P.K. Marseilles.
151	Nel, Susara Johanna	Susara's Rust, P.K. Marseilles.
152	Smit, Sarel Frederik	De Hart, P.K. Marseilles.

CENTRAAL-WESTELIJKE CO-OPERATIEVE LANDBOUW VEREENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
1584	Bergh, van der, Jacob Johannes	Sychar, P.K. Viljoenskroon.
1585	Botha, Theuns Louis	Diepwaters, Bus 98, Kroonstad.
1586	Brink, Jacobus Marthinus	Soar & Klipfontein, Bus 91, Kroonstad.
1587	Eeden, van, Willem Petrus	P.K. Klipplaatsdrift.
1588	Geldenhuys, Johannes Albertus	Rhenosterspruit, Rustig, Dist. Kroonstad.
1589	Geldenhuys, Johannes Urbanus	Urbanus, P.O. Rustig.
1590	Grove, Carel Jacobus Sebastiaan	Isabel, P.K. Edenville.
1591	Jonker, Willem Daniel	P.O. Doornbult.
1592	Jooste, Erasmus	Eleazar, Bus 61, Klerksdorp.
1593	Jooste, Ferdinand Benjamin	Eleazar, P.K. Eleazar, Post Potchefstroom.
1594	Jooste, Willem Johannes	Eleazar 617, c/o Machavie G. Mine, P.O. Potchefstroom.
1595	Koekemoer, Petrus Hendrik	No. 5 Jacobsstraat, P.K. Kroonstad.
1596	Koekemoer, Phillipus Jacobus	Randjesspruit, P.K. Kroonstad.
1597	Lategan, Wellem Hermanus	Randjesspruit, Bus 74, Kroonstad.
1598	Nortje, Jacobus Andries Petrus	Tweelingsfontein, P.K. Ventersdorp.
1599	Nortje, Petrus Andries Jacobus (Jr.)	Tweelingsfontein, P.K. Ventersdorp.
1600	Nortje, Petrus Andries Jacobus (Sr.)	Tweelingsfontein, P.K. Ventersdorp.
1601	Oberholzer, Giliam Johannes	Mooifontein, P.K. Bothaville.
1602	Plessis, du, Frans Jacobus Johannes de Villiers	Rietgat, P.K. Bothaville.
1603	Plooy, du, Christiaan Martin Lodewijk	Rietkuil, P.K. Klipplaatsdrift.
1604	Pretorius, Jan Wilhelmus	Boschkopje, c/o Ninbam's Private Bag, P.K. Kroonstad.
1605	Slabbert, Dirk Lowies	Driekuil, P.K. Winkelpost, Dist. Kroonstad.
1606	Snijman, Cornelis Jacob Danel	Fairviews, P.K. Rustig.
1607	Steyn, Douw Gerbrandt	Rietkuil, P.K. Klipplaatsdrift.
1608	Toit, du, Theunis Hendrik Jacobus	Klipplaatsdrift, Bus 8, Ventersdorp.
1609	Villiers, de, Peter Daniel Wilhelm	Rhenosterspruit, P.K. Rustig, Dist. Kroonstad.
1610	Weyers, Stephanus Johannes	Wildebeestvlakte, P.K. Winkelpost.

FICKSBURG KO-OPERATIEVE BOERE VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
218	Britz, Roelof Louis Hosea	Diepfontein, P.K. Cecilia.
219	Britz, Rudolf Martinus	Strydfontein, P.K. Hammonia

EDENBURG KO-OPERATIEVE LANDBOUW VERENIGING.

LIST OF RESIGNATIONS.
LIJST VAN BEDANKINGEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*	Date upon which resignation takes effect. / *Datum van effektieve bedanking.*
14	Coetzee, Stephanus Petrus	Kopjeskraal, P.K. Austinspost	30/6/1923
25	Henning, Joseph	Tapfontein, P.K. Kruger Siding	,,
58	Pretorius, Jacob Erasmus	Tapfontein, P.K. Kruger Siding, via Edenburg	,,
80	Viljoen, Henning Johannis	De Brak, P.K. Edenburg	,,

CALEDON BOEREN KO-OPERATIEVE VERENIGING.

LIST OF RESIGNATIONS.
LIJST VAN BEDANKINGEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*	Date upon which resignation takes effect. / *Datum van effektieve bedanking.*
106	Fourie, Louis D. C.	Alexanderskloof, Rietpoel	30/6/1923
246	McIntyre & Metcalfe	Tigerhoek, River Zonder End	,,
199	Schoor, van, M. S. J.	Ysendyke, Onrust River	,,
262	Coetzee, Johannes S. J.	Vlei, P.K. Rivier Zonder End	,,

LIJDENBURG KO-OPERATIEVE LANDBOUW VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
677	Breytenbach, Elizabeth Leendrina	Rooikrans No. 320, Possak Venter, via Lydenburg.
678	Swart, Hester Maria	Waterval, P.K. Boschhoek.

PIETERSBURG KO-OPERATIEVE LANDBOUW VERENIGING.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
77	Becker, Diederik Johannes	Palmietfontein, P.O. Pietersburg.
78	Brown, Joseph Francis	Palmietfontein No. 219, P.O. Pietersburg.
79	Engelbrecht, Jeremiah Jesiah	Wildebeestfontein, P.K. Marabastad.
80	Geldenhuis, Everhardus Johannes	Rietpol, P.K. Rita.
81	Groenewald, Hendrik Jacobus Johannes	Braksluit, P.O. Pietersburg.
82	Guldenpfennig, Johann Heinrich Friedrich	Rietgat, Private Bag, Rietfontein.
83	Guldenpfennig, Paul Erich	Rietgat, Private Bag, Rietfontein.
84	Heidebrink, Cornelius Albertus Emelius	Rietvlei No. 94, P.K. Marabastad.
85	Jacobs, Hendrik Jacobus	Palmietfontein No. 343, P.K. Pietersburg.
86	Mackay, Allan Alfred	Muthill, P.K. Pietersburg.
87	Schaap, Sybren	Palmietfontein No. 219, P.O. Box 38, Pietersburg.
88	Schoeman, Jacob Arnoldus	Stirum, P.K. Lemburg, via Potgietersrust.
89	Strijdom, Johannes Jacobus	Kalkfontein, P.K. Pietersburg.
90	Theron, Jacob Daniel	Rietpol, P.K. Rita.

RUSTENBURG CO-OPERATIVE CITRUS UNION.

ADDITIONAL LIST OF MEMBERS.
AANVULLINGSLIJST VAN LEDEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*
91	Conradie, Andries Lodewikus	Modderfontein, P.K. Kroondal.
92	Kirsten, Paul Stefanus	P.K. Boschhoek.
93	Krüger, Stephanus Jacobus, sen.	Witrand, P.K. Koster.

LIJDENBURG KO-OPERATIEVE LANDBOUW VERENIGING.

LIST OF RESIGNATIONS.
LIJST VAN BEDANKINGEN.

No. / *No.*	Name. / *Naam.*	Address. / *Adres.*	Date upon which resignation takes effect. / *Datum van effektieve bedanking.*
619	Kruger, Antonie Christoffel Johannes, jun.	Oshoek, P.K. Wemmershoek	31/5/1923
614	Povall, Allon Leslie	Mooiplaats, P.K. Lydenburg	,,

LIJDENBURG KO-OPERATIEVE LANDBOUW VERENIGING.

TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSCHAP.

No. / *No.*	Name and Address. / *Naam en Adres.*	Date of termination of membership. / *Datum van beëindiging van lidmaatschap.*	Reason for termination of membership. / *Reden voor beëindiging van lidmaatschap.*
125	Breytenbach, Johan Hendrik, Roodekrans, Boschfontein	5/3/1923	Death. / *Overlijden.*

LICHTENBURG KO-OPERATIEVE LANDBOUW VERENIGING.

TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSCHAP.

No. / *No.*	Name and Address. / *Naam en Adres.*	Date of termination of membership. / *Datum van beëindiging van lidmaatschap.*	Reason for termination of membership. / *Reden voor beëindiging van lidmaatschap.*
1687	Louw, Jacobus Frederik Daniel, Boschkopje, P.K. Delarey	12/4/1923	Death. / *Overlijden.*
1599	Otto, Hendrik Tobeas, Bus 33, Lichtenburg	13/11/1920	,,
1945	Vuren, van, Johannes Gerhardus Jansen, Jachtkraal, P.K. Delarey	29/4/1923	,,

MAGALIESBERG KO-OPERATIEVE TABAKPLANTERS VERENIGING.

TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSCHAP.

No. / *No.*	Name and Address. / *Naam en Adres.*	Date of termination of membership. / *Datum van beëindiging van lidmaatschap.*	Reason for termination of membership. / *Reden voor beëindiging van lidmaatschap.*
116	Breedt, Jacobus Theodorus, Klipkop, P.K. Brits	12/5/1923	Death. / *Overlijden.*
3558	Heystek, Abraham Eliza, sen., Rodekopjes, P.K. Marikana	6/5/1923	,,
3637	Preez, du, Stefanus Petrus, Rietvlei, P.K. Zwartruggens	3/3/1923	,,
1414	Rensburg, van, Hendrik Nicolaas Janse (H.'s son), Kafferskraal, P.K. Marikana	23/5/1923	,,

DEPARTMENT OF LANDS.

The following Notices are published for general information.

W. P. MURRAY,
Surveyor-General.

Surveyor-General's Office, Pretoria.

No. 483.] [11th July, 1923.

Notice is hereby given that the surveyors' diagrams of the following mining properties, etc., have been sent to the Surveyor-General for examination and confirmation, and that copies of same will lie for inspection at the office of the Surveyor-General Pretoria, the office of the Registrar of Mining Titles, Johannesburg, and the office of the Mining Commissioner in whose district the property is situated, for the term of one month from the date of first publication of this notice, at the expiration of which time, should no objection have been lodged, they will be signed and issued by him.

DEPARTEMENT VAN LANDEN.

De volgende Kennisgevingen worden voor algemene informatie gepubliceerd.

W. P. MURRAY,
Landmeter-generaal.

Landmeter-generaalskantoor, Pretoria.

No. 483.] [11 Julie 1923.

De landmeterskaarten van de volgende mijneigendommen, enz., zijn te Landmeter-generaalskantore ingezonden voor goedkeuring en zullen te kantore van de Landmeter-generaal, Pretoria, te kantore van de Registrateur van Mijnbrieven, Johannesburg, te kantore van de Mijnkommissaris in wiens mijndistrikt het eigendom gelegen is, ter inzage liggen voor de tijd van een maand van af de datum van eerste publikatie van deze kennisgeving, waarna zij zullen getekend worden door de Landmeter-generaal en uitgegeven, indien gedurende die tijd geen protest daartegen is ingekomen.

Diagram S.G. No. / *Kaart S.G. No.*	Nature and Number of Mining Property, etc. / *Aard en Nummer van Mijneiyendom, enz.*	Name of Farm whereon situated. / *Naam van Plaats waarop gelegen.*	Reg. No. / *Reg. No.*	District. / *Distrikt.*	Mining District. / *Mijndistrikt.*	Owner. / *Eigenaar.*	Area.—*Grootte.* Morgen. *Morgen.*	Sq. Rds. *Vk. Rdn.*	Sq. Ft. *Vk. Vtn.*	Surveyed by / *Gemeten door.*
B/54/23	Claims Nos. 3844/3847	Roodepoort	43	Krugersdorp	Johannesburg	A. E. Potter	2	467	—	H. J. E. W. Halberstadt
B/55/23	Claims Nos. 3848/4090	Roodepoort	43	Krugersdorp	Johannesburg	W. H. Thorburn, T. H. Nuttall, S. Alexander, W. Just, L. R. Thorburn, A. Alexander, S. Alexander [now (*nu*) Far West Rand, Ltd.]	166	505	—	H. J. E. W. Halberstadt

✱ No. 515.] [25th July, 1923.

Notice is hereby given that the surveyors' diagrams of the undermentioned farms have been sent to the Surveyor-General, Pretoria, for examination and confirmation, and will lie for inspection at his office for the term of three months from date of first publication of this notice, at the expiration of which time, should no objection have been lodged, they will be signed and issued by him.

✱ No. 515] [25 Julie 1923.

Kennis geschiedt hiermede dat de Landmeterskaarten van de ondervermelde plaatsen te Landmeter-generaalskantore, Pretoria, zijn ingezonden voor goedkeuring en te deze kantore ter inzage zullen liggen voor de tijd van drie maanden van af datum van eerste publikatie van deze kennisgeving, waarna zij zullen getekend worden door de Landmeter-generaal en uitgegeven, indien gedurende die tijd geen protest daartegen is ingekomen.

S.G. No. / *S.G. No.*	Name of Farm or Piece of Land. / *Naam van de Plaats of Stuk Grond.*	Reg. No. / *Reg. No.*	District. / *Distrikt.*	Owner. / *Eigenaar.*	Area—*Grootte.* Morgen. *Morgen.*	Sq. Rds. *Vk. Rdn.*	Beacons pointed out by. / *Bakens aangewezen door.*	Surveyed by. / *Door wie gemeten.*
A. 370/23	Groenfontein, portion (*gedeelte*) C	133	Middelburg	J. J. Grobler and (*en*) J. A. H. Cronje	709	306	J. A. H. Cronje and (*en*) O. Friedrich	O. Friedrich.
A. 1324/23	Boschkop, remainder of northern portion (*restant van noordelik gedeelte*)	77	Krugersdorp	L. Braudo	204	235	Geo. Rowe	W. M. Harries.

✲ No. 516.] [25th July, 1923.

It is hereby notified, in accordance with article *two* of Law No. 7, 1897, that application has been made by the owners for cancellation of the diagrams of the following farms:—

(1) Groenfontein No. 133, portion C, District Middelburg; owners, J. J. Grobler and J. A. H. Cronje;

(2) Boschkop No. 77, remainder of northern portion, District Krugersdorp; owner, L. Braudo;

for the reason that these diagrams are incorrect in that they do not represent the position of the existing and acknowledged beacons and boundaries of the above farms with sufficient accuracy.

Should the owners of the adjoining farms or other properties and other interested parties have any valid objection to the cancellation of the above diagrams, they are to forward the same in writing to the Surveyor-General, Pretoria, on or before the 27th October, 1923, after which date no objections can be considered.

✲ No. 516.] [25 Julie 1923.

Hiermede wordt bekendgemaakt overeenkomstig artikel *twee* van Wet No. 7, 1897, dat aanzoek is gedaan door de eigenaren voor vernietiging van de Landmeterskaarten van de volgende plaatsen:—

(1) Groenfontein No. 133, gedeelte C, Distrikt Middelburg, eigenaren J. J. Grobler en J. A. H. Cronje;

(2) Boschkop No. 77, restant van noordelik gedeelte, Distrikt Krugersdorp, eigenaar L. Braudo;

om reden dat deze kaarten foutief zijn daar zij niet de positie van de bestaande en erkende bakens en grenzen van bovengemelde plaatsen met voldoende nauwkeurigheid aantonen.

Indien de eigenaren van de aangrenzende plaatsen of andere eigendommen en andere belanghebbenden enige gegronde objekties tegen de vernietiging van bovengemelde kaarten hebben, moeten zij die schriftelik te Landmeter-generaalskantore, Pretoria, vóór of op 27 Oktober 1923 inzenden, na welke datum geen objekties meer in aanmerking genomen kunnen worden.

MISCELLANEOUS.

NOTICE No. 447 OF 1923.

BRITISH EMPIRE EXHIBITION, 1924, SOUTH AFRICAN SECTION.

Copies of the general regulations governing the conditions under which space will be leased and forms of application for the hire of space in the South African Pavilion are now available for issue and may be obtained on application.

Applications for the hire of space for commercial exhibits must be made on the prescribed form and must be lodged not later than 31st July, 1923, with the Secretary, British Empire Exhibition Committee (Union) at the office of the Division of Industries, 451 Market Street, Pretoria (telegraphic address: "Indussec. Pretoria").

KENNETH HARVEY,
Secretary.

GEMENGD.

KENNISGEVING No. 447 VAN 1923.

BRITSE RIJKSTENTOONSTELING, 1924, ZUIDAFRIKAANSE AFDELING.

Kopieën van de algemene regulaties betreffende de voorwaarden waarop plaatsruimte zal worden verhuurd en applikatieformulieren voor het huren van plaatsruimte in het Zuidafrikaans Paviljoen zijn nu voor uitreiking beschikbaar en zijn op aanvraag verkrijgbaar.

Applikaties voor het huren van plaatsruimte voor kommerciële inzendingen moeten op het voorgeschreven formulier worden gemaakt en worden ingediend niet later dan 31 Julie 1923 bij de Sekretaris, Britse Rijkstentoonstelling Komitee (Unie), aan het kantoor van de Nijverheidsafdeling, 451 Marktstraat, Pretoria (telegramadres: "Indussec," Pretoria).

KENNETH HARVEY,
Sekretaris.

✱ NOTICE No. 502 OF 1923.

VERKEERDE VLEI IRRIGATION BOARD, MONTAGU.

With reference to my Notice No. 446 in the *Gazette* of the 29th June, 1923, notice is hereby given that the following gentlemen were duly elected as members of the above Board for a period of three years from the date of publication of this notice in the *Gazette*:—

1. Paul Jacobus Jordaan (P.'s son).
2. Abraham Johannes Hendrik Jordaan.

P. K. A. DE VOS,
Magistrate.

Montagu, 16th July, 1923.

✱ NOTICE No. 504 OF 1923.

LOERIE RIVER IRRIGATION BOARD.

Notice is hereby given, in terms of sections 10 and 19, Part IV, of the Regulations under the Irrigation and Conservation of Waters Act, No. 8 of 1912, that a Meeting will be held at Meyer's Shop at Loerie, on Tuesday, the 7th day of August, 1923, at 11 a.m., for the purpose of electing two members of the Loerie River Irrigation Board in the place of Messrs. Pieter Cornelius Muller and Johannes Willem van Wyk, who have resigned, and whose term of office would have expired on the 12th October, 1925.

F. J. JANSEN,
Magistrate, Returning Officer.

Magistrate's Office,
Uitenhage, 18th July, 1923.

✱ NOTICE No. 505 OF 1923.

DEPARTMENT OF PUBLIC HEALTH.

FORMIDABLE EPIDEMIC DISEASES IN THE UNION.

Cases, Deaths, and Outbreaks reported during the month of June, 1923.

Province.—*Provincie.*	Typhus Fever. *Tyfuskoorts.*				Smallpox. *Kinderpokken.*				Plague. *Pest.*				Number of Outbreaks dealt with during Month. *Aantal Uitbrekingen behandeld gedurende Maand.*					
	European. *Blanken.*		Coloured. *Gekleurden.*		European. *Blanken.*		Coloured. *Gekleurden.*		European. *Blanken.*		Coloured. *Gekleurden.*		Pre-existing. *Vroeger Voorgekomen.*			New. *Nieuw.*		
	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Cases. *Gevallen.*	Deaths. *Sterfgevallen.*	Typhus. *Tyfus.*	Smallpox. *Kinderpokken.*	Plague. *Pest.*	Typhus. *Tyfus.*	Smallpox. *Kinderpokken.*	Plague. *Pest.*
Cape—*Kaap*	8	1	44	14	—	—	30	—	—	—	—	—	6	2	—	4	5	—
Natal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Orange Free State—*Oranje Vrijstaat*	1	—	82	12	—	—	2	—	—	—	—	—	5	—	—	2	1	—
Transvaal	—	—	2	—	—	—	1	—	—	—	—	—	—	—	—	—	1	—
Totals—*Totalen* ...	9	1	128	26	—	—	33	—	—	—	—	—	11	2	—	6	7	—

✱ NOTICE No. 506 OF 1923.

DEPARTMENT OF PUBLIC HEALTH.

BULLETIN No. 29, 1923,
Week ended 21st July, 1923.

SMALLPOX.

Fresh Outbreaks.—Moshesh's Location, Matatiele District (Cape); Municipal Area, Bloemfontein (imported case), Crown Diamond Mine, Rustig, Kroonstad District (Orange Free State); farms Driefontein and Dieplaagte, Bethal District (Transvaal).

Outbreaks are being dealt with in the Districts of Cradock, East London, Herbert, Komgha, Nqamakwe, Queenstown, St. Marks, Tarka, Xalanga (Cape); Ladybrand, Rouxville, Wepener (Orange Free State); Middelburg (Transvaal); Nqutu (Natal).

TYPHUS FEVER.

Fresh Outbreaks.—Winter's Rush and Pniel Estate, Barkly West District; Matyantya and Agnes Mission, Glen Grey District; Blikana and Pelandaba, Herschel District; farms Heyst, Milan, and Elsloo, Indwe District (Cape). Summers Pride, Bloemfontein District (Orange Free State).

Outbreaks are being dealt with in the Districts of Barkly West, Herbert, Kingwilliamstown, Molteno, Mount Ayliff, Queenstown, Robertson, Stutterheim (Cape); Bloemfontein, Boshof, Thaba 'Ncho, Wepener (Orange Free State).

EPIDEMIC DISEASES IN OTHER COUNTRIES.

At date of latest available information there existed:—

Cholera in Bombay, Calcutta, Rangoon; Yarang, Bangkok.

Plague in Dodoma (Tanganyika); Jinja (Uganda); Port Louis (Mauritius); Antananarivo (Madagascar); St. Vincent (Cape Verde Islands); Las Palmas (Canary Islands); Alexandria, Suez; Bombay, Karachi, Calcutta, Rangoon; Colombo; Bangkok; Singapore; Mohammerah; Beyrout; Hong-Kong; Sheklung; Sydney (New South Wales).

Smallpox in Qachas Nek, Maseru, Mohales Hoek (Basutoland); Zanzibar; Pemba Island; Tanga (Tanganyika); Doncaster, Gloucester; Lisbon, Oporto; Zurich, Bern Canton; Lyons; Rotterdam; Patras, Piraeus; Bohemia; Jugo-Slavia; Constantinople; Damascus; Candia; Cairo; Bombay, Calcutta, Madras, Karachi, Rangoon; Bangkok; Hong-Kong, Shanghai; Dairen; Chicago, Oregon; and Washington States; Ontario.

✱ KENNISGEVING No. 502 VAN 1923.

VERKEERDE VLEI BESPROEIINGSRAAD, MONTAGU.

Met betrekking tot mijn Kennisgeving No. 446 in de *Staatskoerant* van 29 Junie 1923, wordt hiermede bekendgemaakt dat de volgende heren behoorlik gekozen zijn als leden van bovengenoemde Raad voor een tijdperk van drie jaren vanaf datum van deze bekendmaking in de *Staatskoerant*:—

1. Paul Jacobus Jordaan (P.zoon).
2. Abraham Johannes Hendrik Jordaan.

P. K. A. DE VOS,
Magistraat.

Montagu, 16 Julie 1923.

✱ KENNISGEVING No. 504 VAN 1923.

LOERIERIVIER BESPROEIINGSRAAD.

Kennis geschiedt hierbij dat, ingevolge artikels 10 en 19, Deel IV, van de Regulaties onder de Besproeiings- en Waterbewaringswet, No. 8 van 1912, een vergadering gehouden zal worden bij Meyers Winkel te Loerie op Dinsdag, de 7de dag van Augustus 1923, te 11 uur v.m., voor het doel om twee leden van de Loerierivier Besproeiingsraad te kiezen in de plaats van de heren Pieter Cornelius Muller en Johannes Willem van Wyk, die bedankt hebben en wier diensttijdperk op de 12de Oktober 1925 zou verstrijken.

F. J. JANSEN,
Magistraat, Kiesbeambte.

Magistraatskantoor,
Uitenhage, 18 Julie 1923.

✱ KENNISGEVING No. 505 VAN 1923.

DEPARTEMENT VAN VOLKSGEZONDHEID.

GEDUCHTE EPIDEMIESE ZIEKTEN IN DE UNIE.

Gevallen, Sterfgevallen en Uitbrekingen, gerapporteerd gedurende de maand Junie 1923.

Provincie.—*Province.*	Typhus Fever. *Tyfuskoorts.*				Smallpox. *Kinderpokken.*				Plague. *Pest.*				Number of Outbreaks dealt with during Month. *Aantal Uitbrekingen behandeld gedurende Maand.*					
	Europeanen. *Blanken.*		Gekleurden. *Gekleurden.*		Europeanen. *Blanken.*		Gekleurden. *Gekleurden.*		Europeanen. *Blanken.*		Gekleurden. *Gekleurden.*		Vroeger Voorgekomen. *Pre-existing.*			Nieuw. *New.*		
	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Gevallen. *Cases.*	Sterfgevallen. *Deaths.*	Tyfus. *Typhus.*	Kinderpokken. *Smallpox.*	Pest. *Plague.*	Tyfus. *Typhus.*	Kinderpokken. *Smallpox.*	Pest. *Plague.*
Kaap—*Cape*	8	1	44	14	—	—	30	—	—	—	—	—	6	2	—	4	5	—
Natal	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Oranje Vrijstaat—*Orange Free State*	1	—	82	12	—	—	2	—	—	—	—	—	5	—	—	2	1	—
Transvaal	—	—	2	—	—	—	1	—	—	—	—	—	—	—	—	—	1	—
Totalen—*Totals* ...	9	1	128	26	—	—	33	—	—	—	—	—	11	2	—	6	7	—

✱ KENNISGEVING No. 506 VAN 1923.

DEPARTEMENT VAN VOLKSGEZONDHEID.

BULLETIN No. 29, 1923,

Week geëindigd 21 Julie 1923.

KINDERPOKKEN.

Nieuwe Uitbrekingen.—Moshesh z'n Lokatie, Distrikt Matatiele (Kaap); Municipale Gebied, Bloemfontein (ingevoerde geval), Crown Diamantmijn, Rustig, Kroonstad Distrikt (Oranje Vrijstaat); plaatsen Driefontein en Dieplaagte, Distrikt Bethal (Transvaal).

Uitbrekingen worden bestreden in de Distrikten Cradock, Oost Londen, Herbert, Komgha, Nqamakwe, Queenstown, St. Marks, Tarka, Xalanga (Kaap); Ladybrand, Rouxville, Wepener Oranje Vrijstaat); Middelburg (Transvaal); Nqutu (Natal).

TYFUSKOORTS.

Nieuwe Uitbrekingen.—Winter's Rush en Pniel Estate, Distrikt Barkly West, Matyantya en Agnes Zending, Distrikt Glen Grey, Blikana en Pelandaba, Distrikt Herschel, plaatsen Heyst, Milan en Elsloo, Distrikt Indwe (Kaap); Summers Pride, Bloemfontein Distrikt (Oranje Vrijstaat).

Uitbrekingen worden bestreden in de Distrikten Barkly West, Herbert, Kingwilliamstown, Molteno, Mount Ayliff, Queenstown, Robertson, Stutterheim (Kaap); Bloemfontein, Boshof, Thaba 'Ncho, Wepener (Oranje Vrijstaat).

EPIDEMIESE ZIEKTEN IN ANDERE LANDEN.

Volgens de jongste beschikbare berichten bestaat er:—

Cholera in Bombay, Calcutta, Rangoen; Yarang, Bangkok.

De Pest in Dodoma (Tanganyika); Jinja (Oeganda). Port Louis (Mauritius); Antananarivo (Madagascar); St. Vincent (Kaap Verde Eilanden); Las Palmas (Kanariese Eilanden); Alexandrië, Suez; Bombay, Karatsji, Calcutta, Rangoen; Colombo; Bangkok; Singapore; Bohammerah; Beyrout; Hong-Kong; Sheklung; Sydney (New South Wales).

Kinderpokken in Qachas Nek, Maseru, Mohales Hoek (Basoetoland); Zanzibar, Eiland Pemba; Tanga (Tanganyika); Doncaster, Gloucester; Lissabon, Oporto; Zurich, Kanton Bern; Lyon; Rotterdam; Patras, Piraeus; Bohemen, Jugo-Slavië; Konstantinopel; Damascus; Candia; Cairo; Bombay, Calcutta, Madras, Karatsji, Rangoen; Bangkok; Hong-Kong, Shanghai; Dairon; Chicago, Oregon en Washington Staten; Ontario.

Typhus Fever in Maseru, Mafeteng, Mohales Hoek, Leribe (Basutoland); Westfort, Killarney; Hamburg; Poland; Gothenburg; Athens, Patras; Russia, Black Sea Ports; Constantinople; Alexandria, Port Said, Cairo; Aleppo.

Yellow Fever in Cape Coast, Quittah (Gold Coast); Bahia (Brazil).

E. N. THORNTON,
Acting Secretary for Public Health.

✲ NOTICE No. 507 OF 1923.

PUBLIC NOTIFICATION.

It is hereby notified, under section *eighteen* of the Natal Mines Act, 1899, that unless the licence fees and other moneys due in respect of the undermentioned claims and a fine at the rate of £1 per claim be paid on or before the 18th August, 1923, it is the intention of the Deputy-Commissioner of Mines to declare the said claims abandoned and open to pegging in terms of the said section.

Registered Nos. of Claims.	*Names of Claimholders.*	*Class of Claim.*	*Locality.*
11302–11304	James Lammin	Metal	Sub-divisions A and B of Isibindi, Dundee Division.

J. E. VAUGHAN,
Deputy-Commissioner of Mines, Natal.

Deputy-Commissioner of Mines' Office,
Pietermaritzburg, Natal,
19th July, 1923.

✲NOTICE No. 508 OF 1923.

NOTICE IN TERMS OF SECTION *SEVEN* OF THE LAND BEACONS AMENDMENT AND EXTENSION ACT, 1879 (CAPE).

Notice is hereby given, in terms of the *seventh* section of the above Act, that it is intended, on the 26th day of September, 1923, or so soon thereafter as may be practicable, to issue a certificate of amended title under the provisions of the above Act, No. 9 of 1879, and Act No. 13 of 1918, in favour of Daniel Roberts Biggs in respect of—

Certain piece of land situate at Louisvale, in the rateable area of the Louisvale Irrigation Board, in the Division of Kenhardt, being the farm Annex Louisvale, measuring 402 morgen 96 square roods; bounded north-westward by inner bank of Orange River; north-eastward by Louisvale B; south-west and southward by remainder of Keboes.

Application having been duly made for the issue of such certificate of amended title by virtue of the ownership of Daniel Roberts Biggs in the said land called Annex Louisvale by virtue of Deed of Transfer dated 8th February, 1921, No. 1006.

GEO. DENOON,
Registrar of Deeds.

Deeds Registry,
Capetown, 21st July, 1923.

✲ NOTICE No. 509 OF 1923.

KLIPFONTEIN IRRIGATION BOARD.

Notice is hereby given, in terms of clauses 10 and 19, Part IV, of the regulations under the Irrigation and Conservation of Waters Act, No. 8 of 1912, published in the *Government Gazette* of 9th December, 1912, that a meeting will be held in the Court-room, Somerset East, on Wednesday, 22nd August, 1923, for the election of one member of the Klipfontein Irrigation Board in place of Mr. Albertus Jacobus Johannes Troskie, who has become ineligible.

P. B. BORCHERDS,
Acting Magistrate.

Magistrate's Office,
Somerset East, 19th July, 1923.

✲ NOTICE No. 510 OF 1923.

IRRIGATION AND CONSERVATION OF WATERS ACT, No. 8 OF 1912.

In the Water Court of the Water Court District No. 8, Union of South Africa.

Application of the Sundays River Irrigation Board, as owner of certain properties in the vicinity of Lake Mentz, and having jurisdiction over certain other properties comprising the Sundays River Irrigation District (lying between Lake Mentz and the sea) riparian to the Sundays River, and situated in the Districts of Jansenville, Somerset East, and Uitenhage, against—

(1) Elias Berghaus and Sam Meyer, carrying on business as Berghaus & Meyer, as owner of Lot No. C.K. W. III (portion of Commando Kraal West) and certain remaining extents of Commando Kraal West, Commando Kraal East, and portion of Vaaldraai;

(2) Max Adler, as owner of Oudedrift (Middledale);

in respect of servitudes of storage in connection with water from the Sundays River, a public stream in terms of section *two*, Act No. 8 of 1912, on the respective properties of the aforesaid persons.

Notice is hereby given that the above application has been duly lodged in this office and will be heard by the said Court in the Magistrate's Court at Graaff-Reinet, on Thursday, the 1st November, 1923, at 10 o'clock in the forenoon; and all persons interested in the said application are hereby called upon to appear, should they think fit, and be heard thereupon, provided that written

Tyfuskoorts in Maseru, Mafeteng, Mohales Hoek, Leribe (Basoetoland); Westfort, Killarney; Hamburg; Polen; Gothenburg; Athene, Patras, Rusland, Zwarte Zee Havens; Konstantinopel; Alexandrië, Port Said, Cairo; Aleppo.

Gele Koorts in Kaap Kust, Quittah (Goud Kust); Bahia (Brazilië).

E. N. THORNTON,
Waarnemende Sekretaris voor Volksgezondheid.

✲ KENNISGEVING No. 507 VAN 1923.

PUBLIEKE KENNISGEVING.

Hiermede wordt bekendgemaakt, onder artikel *achttien* van de Natal Mijnwet, 1899, dat, tenzij de licentiefooien en andere gelden verschuldigd op de hieronder genoemde claims, benevens een boete van £1 per claim, betaald worden op of vóór de 18de Augustus 1923, de Fungerende Kommissaris van Mijnen gezegde claims zal verklaren als opgegeven en open voor afpenning in termen van genoemd artikel:—

Geregistreerde Nos. van Claims.	*Namen van Claimhouders.*	*Klasse van Claim.*	*Lokaliteit.*
11302–11304	James Lammin	Metaal	Onderafdelingen A en B van Isibindi, Distrikt Dundee.

J. E. VAUGHAN,
Fungerende Kommissaris, Natal.

Kantoor van de Fungerende Mijnkommissaris,
Pietermaritzburg, Natal,
19 Julie 1923.

✲KENNISGEVING No. 508 VAN 1923.

KENNISGEVING OVEREENKOMSTIG DE LANDBAKENS WIJZIGINGS EN UITBREIDINGS WET, 1879 (KAAP).

Overeenkomstig artikel *zeven* van de bovengenoemde Wet, wordt hierinede bekendgemaakt dat het plan bestaat om, krachtens de bepalingen van de voornoemde Wet en van Wet No. 13 van 1918, op 26 September 1923, of zo spoedig mogelijk daarna als doenlik mag zijn, een certifikaat van geamendeerde titel uit te reiken ten gunste van Daniel Roberts Biggs met betrekking tot—

Zeker stuk grond gelegen te Louisvale in de belastbare oppervlakte van de Louisvale Besproeiingsraad, Afdeling Kenhardt, zijnde de plaats "Annex Louisvale," groot 402 morgen 96 vierkante roeden; begrensd ten noordwesten door binnenste kant van Oranjerivier; begrensd ten noordoosten door Louisvale B; ten zuidwesten en zuiden door restant van Keboes;

aanzoek behoorlik daartoe gedaan zijnde om de uitreiking van zulk een certifikaat van geamendeerde titel krachtens het recht van eigendom van gezegde Daniel Roberts Biggs in de gezegde grond Annex Louisvale volgens Akte van Transport gedateerd 8 Februarie 1921, No. 1006.

GEO. DENOON,
Registratie van Akten.

Registratiekantoor,
Kaapstad, 21 Julie 1923.

✲ KENNISGEVING No. 509 VAN 1923.

KLIPFONTEIN BESPROEIINGSRAAD.—VERKIEZEN VAN LEDEN.

Kennis wordt hiermede gegeven, overeenkomstig sekties 10 en 19, Deel IV, van de regulaties uitgevaardigd onder Goevernements Kennisgeving No. 1692 van 9 Desember 1912, dat een Hofzitting gehouden zal worden in de Hofzaal, Somerset Oost, Kaap Provincie, cm tien uur in de voormiddag op Woensdag, 22 Augustus 1923, voor het kiezen van een lid voor de Klipfontein Besproeiingsraad als plaatsvervanger van Mnr. Albertus Jacobus Johannes Troskie wie onverkiesbaar geworden is.

P. B. BORCHERDS,
Magistraat.

Magistraatskantoor,
Somerset Oost, 19 Julie 1923.

✲ KENNISGEVING No. 510 VAN 1923.

BESPROEIINGS- EN WATERBEWARINGSWET, No. 8 VAN 1912.

In het Waterhof van het Waterhofdistrikt No. 8, Unie van Zuid-Afrika.

Applikatie van de Zondagsrivier Besproeiingsraad als eigenaar van zekere eigendommen in de buurt van "Lake Mentz," en jurisdiktie hebbende over zekere andere eigendommen, bevattende het Zondagsrivier Besproeiingsdistrikt, die tussen "Lake Mentz" en de zee liggen, aan de oevers van de Zondagsrivier, en gelegen in de Distrikten Jansenville, Somerset Oost en Uitenhage, tegen—

(1) Elias Berghaus en Sam Meyer, bezigheid drijvende als Berghaus en Meyer, als eigenaren van Deel No. C.K.W. III (deel van Commando Kraal West), en zekere overige gedeeltes van Commando Kraal West, Commando Kraal Oost, en deel van Vaaldraai;

(2) Max Adler, als eigenaar van Oudedrift (Middledale) ten opzichte van servituten van waterbewaring in verband met water uit de Zondagsrivier, een publieke stroom volgens artikel *twee*, Wet No. 8, 1912, op de respektieve eigendommen van de voornoemde personen.

Kennis geschiedt hiermede dat de bovengemelde applikatie behoorlik in dit kantoor ingediend is en zal door het Hof gehoord worden in het Magistraatshof te Graaff-Reinet, op Donderdag, 1 November 1923. te 10 ure des voormiddags, en alle personen die bij gezegde applikatie belang hebben worden bij deze opgeroepen om desverkiezende te verschijnen ten einde naar aanleiding van de applikatie gehoord te worden, met dien verstande

objections to the application setting forth the grounds of objection, shall have been forwarded by such persons to the Registrar of the Water Court so as to reach him at his office in Capetown on or before the 24th October, 1923.

E. F. OETTLE,
Registrar of Water Courts (South).

Room 21, New Law Courts, Keerom Street,
P.O. Box 23, Capetown, 18th July, 1923.

✱ NOTICE No. 511 OF 1923.

It is hereby notified that, under and by virtue of the powers vested in me by section *five* of the Townships Amendment Act, 1908, Transvaal (Act No. 34 of 1908), I have reserved for township purposes two areas of land on the farm Benoni No. 3, District Benoni, Mining District of Johannesburg, Transvaal Province, in extent one hundred and eighty-three morgen four hundred and ninety-eight square roods and twelve morgen forty-seven square roods, respectively, according to the diagrams framed by Land-Surveyor Rex Tucker, dated January, 1923, and approved by the Surveyor-General on 14th February, 1923, under Nos. A.199/1923 and A.200/1923.

Dated at Johannesburg, this twelfth day of June, One thousand Nine hundred and Twenty-three.

J. P. DU TOIT,
Mining Commissioner for the Mining District of Johannesburg.

Confirmed by the Minister of Mines and Industries at Pretoria on the twenty-third day of July, One thousand Nine hundred and Twenty-three. M.M. 1774/16.—M.C.A. 513/23.

✱ NOTICE No. 512 OF 1923.

The following letters are published in terms of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, Transvaal (Act No. 35 of 1908).

J. P. DU TOIT,
Mining Commissioner.

Johannesburg, 23rd July, 1923. A. 816/23.

Office of the Mining Commissioner,
P.O. Box 1190, Johannesburg, 23rd July, 1923.

Secretaries to the Liquidators,
Knight Central, Limited,
Corner House, Johannesburg.

Gentlemen,

In accordance with the provisions of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, of the Transvaal (Act No. 35 of 1908), I have the honour to give you notice that the licence money in respect of Claims Nos. 4127/41, 4167/82, 4195/206, 4282/306, 4319/52, 4365/82, 4384/5, 5206/12, 6070/98, 6110/41, 6250/80, 6291/450, held under Licence No. 245 and Bezitrecht No. 784, on the farm Driefontein No. 12, freehold owner, Witwatersrand Gold Mining Company, Limited, which claims are registered in your name, is more than six months in arrear; and I hereby demand payment of all licence money due thereon, together with fines and the costs of publication of this notice.

In default of payment of the licence, fines, and costs within three months from the first publication of this demand, according to law, the claims will lapse, as provided in sub-section (4) of section *one hundred and two* of the said Act No. 35 of 1908.

I have the honour to be,
Gentlemen,
Your obedient Servant,

J. P. DU TOIT,
Mining Commissioner.

Office of the Mining Commissioner,
P.O. Box 1190, Johannesburg, 23rd July, 1923.

David Davies, Esquire,
Glynn House, Oogies, Transvaal.

Sir,

In accordance with the provisions of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, of the Transvaal (Act No. 35 of 1908), I have the honour to give you notice that the licence money in respect of Claims Nos. 1471/1500, 1724/44, 1945, held under Licence No. 245 and Bezitrecht No. K1, on the farm Vogelfontein No. 5, freehold owner, the Government, which claims are registered in your name, is more than six months in arrear; and I hereby demand payment of all licence money due thereon, together with fines and the costs of publication of this notice.

In default of payment of the licence, fines, and costs within three months from the first publication of this demand, according to law, the claims will lapse, as provided in sub-section (4) of section *one hundred and two* of the said Act No. 35 of 1908.

I have the honour to be,
Sir,
Your obedient Servant,

J. P. DU TOIT,
Mining Commissioner.

✱ NOTICE No. 513 OF 1923.

The following letters are published in terms of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, Transvaal (Act No. 35 of 1908).

J. P. DU TOIT,
Mining Commissioner.

Johannesburg, 19th July, 1923. A. 812/23

dat zulke personen schriftelike objekties, waarin zij hun redenen tegen de applikatie geven, moeten indienen aan de Griffier van het Waterhof zodat ze hem bereiken in zijn kantoor te Kaapstad op of vóór de 24ste Oktober 1923.

E. F. OETTLE,
Griffier.

Kamer 21, Nieuwe Gerechtshoven, Keeromstraat,
Postbus 23, Kaapstad, 18 Julie 1923.

✱ KENNISGEWING No. 511 VAN 1923.

Hiermede word kennis gegee dat, onder en kragtens die magte my verleen deur artiekel *vijf* van die Stadsgebieden Wysigingswet, 1908, van die Transvaal (Wet No. 34 van 1908), ek vir stadsgebied-doeleindes sekere twee streke grond geseserveer het, geleë op die plaas Benoni No. 3, Distrik Benoni, Myndistrik Johannesburg, Transvaal Provinsie, groot honderd drie-en-tagtig morge vier honderd agt-en-neentig vierkante roede en twaalf morge sewe-en-veertig vierkante roede, respektiewelik, soas bepaal op sketskaarte, opgetrek deur Landmeter Rex Tucker, gedateer Januarie 1923, en goedgekeur deur die Landmetergeneraal op 14 Februarie 1923 onder Nos. A.199/1923 en A.200/1923.

J. P. DU TOIT,
Mijnkommissaris vir die Mijndistrik Johannesburg.

Gedateer te Johannesburg hierdie 12de dag van Junie 1923.
Goedgekeur deur die Minister van Mynwese en Nywerheid, te Pretoria, op die 23ste dag van Julie 1923.

✱ KENNISGEVING No. 512 VAN 1923.

De volgende brieven worden gepubliceerd in termen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908).

J. P. DU TOIT,
Mijnkommissaris.

Johannesburg, 23 Julie 1923.

Postbus 1190, Johannesburg,
23 Julie 1923.

Sekretarissen voor Likwidateuren,
Knight Central, Limited,
Corner House, Johannesburg.

Heren,

Overeenkomstig de bepalingen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908), heb ik de eer u kennis te geven dat licentiegeld betaalbaar ten opzichte van Claims Nos. 4127/41, 4167/83, 4195/206, 4282/306, 4319/52, 4365/83, 4384/5, 5206/12, 6070/98, 6110/41, 6250/80, 6291/450, gehouden onder Licentie No. 245 en Bezitrecht No. 784 op de plaats Driefontein No. 12 (eigenaar van plaats, Witwatersrand Gold Mining Company, Limited), welke claims in uw naam geregistreerd zijn, meer dan zes maanden achterstallig is; en ik dus hierbij betaling van alle licentie- en ekstra verschuldigde gelden eis, tezamen met de kosten van de publikatie van deze kennisgeving.

Bij nalatigheid of verzuim van betaling van alle verschuldigde gelden en kosten binnen drie maanden van af de datum van de eerste publikatie dezer kennisgeving volgens wet, zullen de claims aan het Goevernement vervallen, zoals er voorzieningen gemaakt zijn in subartikel (4) van artikel *honderd en twee* van de gezegde Wet No. 35 van 1908.

Ik heb de eer te zijn,
Uw dienstwillige dienaar,

J. P. DU TOIT,
Mijnkommissaris.

Postbus 1190, Johannesburg,
23 Julie 1923.

De heer David Davies,
Glynn House,
Oogies, Transvaal.

Weledele Heer,

Overeenkomstig de bepalingen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908), heb ik de eer u kennis te geven dat licentiegeld betaalbaar ten opzichte van Claims Nos. 1471/1500, 1724/44, 1945, gehouden onder Licentie No. 245 en Bezitrecht No. K1 op de plaats Vogelfontein No. 5 (eigenaar van plaats, het Goevernement), welke claims in uw naam geregistreerd zijn, meer dan zes maanden achterstallig is, en ik dus hierbij betaling van alle licentie- en ekstra verschuldigde gelden eis, tezamen met de kosten van de publikatie van deze kennisgeving.

Bij nalatigheid of verzuim van betaling van alle verschuldigde gelden en kosten binnen drie maanden van af de datum van de eerste publikatie dezer kennisgeving volgens wet, zullen de claims aan het Goevernement vervallen, zoals er voorzieningen gemaakt zijn in subartikel (4) van artikel *honderd en twee* van de gezegde Wet No. 35 van 1908.

Ik heb de eer te zijn,
Uw dienstwillige dienaar,

J. P. DU TOIT,
Mijnkommissaris.

✱ KENNISGEVING No. 513 VAN 1923.

De volgende brieven worden gepubliceerd in termen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908).

J. P. DU TOIT,
Mijnkommissaris.

Johannesburg, 19 Julie 1923

Office of the Mining Commissioner,
P.O. Box 1190, Johannesburg, 19th July, 1923.

The Secretary,
Denver Gold Mines, Limited,
110-117 Exploration Buildings, Johannesburg.

Sir,

In accordance with the provisions of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, of the Transvaal (Act No. 35 of 1908), I have the honour to give you notice that the licence money in respect of Diggers' Claims Nos. 28/30, 672/679, 681/3, 1216/1224, 3454/60, held under Licence Nos. 27 and 388 and Bezitrecht Nos. 25/24, 118/105, and 1613, on the farm Doornfontein No. 24, freehold owners, Central Rand Freehold Proprietary, Limited, and Nourse Mines, Limited, which claims are registered in your name, is more than six months in arrear; and I hereby demand payment of all licence money due thereon, together with fines and the costs of publication of this notice.

In default of payment of the licence, fines, and costs within three months from the first publication of this demand, according to law, the claims will lapse, as provided in sub-section (4) of section *one hundred and two* of the said Act No. 35 of 1908.

I have the honour to be,
Sir,
Your obedient Servant,
J. P. DU TOIT,
Mining Commissioner.

Office of the Mining Commissioner,
P.O. Box 1190, Johannesburg, 24th July, 1923.

F. C. H. van der Velde, Esquire,
27 London House, Loveday Street, Johannesburg.

Sir,

In accordance with the provisions of sub-section (1) of section *one hundred and two* of the Precious and Base Metals Act, 1908, of the Transvaal (Act No. 35 of 1908), I have the honour to give you notice that the licence money in respect of Claims Nos. 1206/49, held under Licence Nos. 2705 and 111 and Bezitrecht Nos. 271/J216, on the farm Langlaagte No. 13, freehold owners, Langlaagte Estate and Gold Mining Company, Limited, the Government of the Union of South Africa, and Crown Mines, Limited, which claims are registered in your name, is more than six months in arrear; and I hereby demand payment of all licence money due thereon, together with fines and the costs of publication of this notice.

In default of payment of the licence, fines, and costs within three months from the first publication of this demand, according to law, the claims will lapse, as provided in sub-section (4) of section *one hundred and two* of the said Act No. 35 of 1908.

I have the honour to be,
Sir,
Your obedient Servant,
J. P. DU TOIT,
Mining Commissioner.

✱ NOTICE No. 514 OF 1923.

Notice is hereby given that a Court for the nomination of two members of the Upington Irrigation Board, to hold office for a period of three years from 24th August, 1923, will be held in the Court-house, Upington, at 10 a.m., on Wednesday, 1st August, 1923. In the event of more than two members being nominated an election will be held in the Court-house, Upington, on Thursday, 16th August, from 8 a.m. to 5 p.m.

C. E. STIDOLPH,
Polling Officer and Returning Officer.

Upington, 20th July, 1923.

✱ NOTICE No. 517 OF 1923.

AUCTION SALES TAX ORDINANCE, 1923.

The attention of all auctioneers carrying on business in the Transvaal Province is directed to the provisions of the above-named Ordinance, which came into force on the 16th instant, and relates to all sales by public auction or deemed to be by public auction held within the Province from and after the 16th instant.

Particular attention is directed to section *four* of the Ordinance, which lays down the sales which are "deemed" to have been effected by public auction.

In terms of section *six* of the Ordinance, tax is payable within fourteen days from the close of each month. Forms of declaration, which are required to be completed and rendered when payment is effected, are obtainable from all Receivers of Revenue.

In the event of no sales having been effected during any month, a "nil" return must be rendered.

If any person fails to pay the tax within the prescribed period, a penalty calculated at the rate of 5 per cent. of the amount of tax payable is payable for every month or part of a month during which the tax is outstanding.

The form in which the record of sales must be kept is prescribed in the regulations published under Administrator's Notice No. 296 of 1923.

ARTHUR P. McLOUGHLIN,
Commissioner for Inland Revenue.

Pretoria, July, 1923.

Postbus 1190, Johannesburg,
19 Julie 1923.

De Sekretaris,
Denver Gold Mines, Limited,
110-117 Exploration Buildings,
Johannesburg.

Weledele Heer,

Overeenkomstig de bepalingen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908), heb ik de eer u kennis te geven dat licentiegeld betaalbaar ten opzichte van Claims Nos. 28/30, 672/679, 681/3, 1216/1224, 3454/60, gehouden onder Licenties Nos. 27 en 388 en Bezitrecht Nos. 25/24, 118/105 en 1613 op de plaats Doornfontein No. 24 (eigenaars van plaats, Central Rand Freehold Proprietary, Limited, en Nourse Mines, Limited), welke claims in uw naam geregistreerd zijn, meer dan zes maanden achterstallig is, en ik dus hierbij betaling van alle licentie- en ekstra verschuldigde gelden eis, tezamen met de kosten van de publikatie van deze kennisgeving.

Bij nalatigheid of verzuim van betaling van alle verschuldigde gelden en kosten binnen drie maanden van af de datum van de eerste publikatie dezer kennisgeving volgens wet, zullen de claims aan het Goevernement vervallen, zoals er voorzieningen gemaakt zijn in subartikel (4) van artikel *honderd en twee* van de gezegde Wet No. 35 van 1908.

Ik heb de eer te zijn,
Uw dienstwillige dienaar,
J. P. DU TOIT,
Mijnkommissaris.

Postbus 1190, Johannesburg,
24 Julie 1923.

De heer F. C. H. van der Velde,
27 London House,
Loveday Street,
Johannesburg.

Weledele Heer,

Overeenkomstig de bepalingen van subartikel (1) van artikel *honderd en twee* van de Wet op Edele en Onedele Metalen, 1908, van Transvaal (Wet No. 35 van 1908), heb ik de eer u kennis te geven dat licentiegeld betaalbaar ten opzichten van Claims Nos. 1206/49, gehouden onder Licenties Nos. 2705 en 111 en Bezitrecht Nos. 271/J216 op de plaats Langlaagte No. 13 (eigenaars van plaats, Langlaagte Estate and Gold Mining Company, Limited, het Goevernement van de Unie van Zuid-Afrika en Crown Mines, Limited), welke claims in uw naam geregistreerd zijn, meer dan zes maanden achterstallig is, en ik dus hierbij betaling van alle licentie- en ekstra verschuldigde gelden eis, tezamen met de kosten van de publikatie van deze kennisgeving.

Bij nalatigheid of verzuim van betaling van alle verschuldigde gelden en kosten binnen drie maanden van af de datum van de eerste publikatie dezer kennisgeving volgens wet, zullen de claims aan het Goevernement vervallen, zoals er voorzieningen gemaakt zijn in subartikel (4) van artikel *honderd en twee* van de gezegde Wet No. 35 van 1908.

Ik heb de eer te zijn,
Uw dienstwillige dienaar,
J. P. DU TOIT,
Mijnkommissaris.

✱ KENNISGEWING No. 514 VAN 1923.

Kennis geskied hiermee dat 'n hofsitting sal plaas vind in die Hofsaal, Upington, om 10 uur n.m., op Woensdag, 1 Augustus 1923, om twee lede te nomineer vir die Upington Besproeiingsraad om vir 'n tydperk van drie jaar te dien van af 24 Augustus 1923.

In geval meer dan twee persone genomineer word sal 'n stemming gehou word in die Hofsaal, Upington, op Donderdag, 16 Augustus 1923, van 8 uur v.m. tot 5 uur n.m.

C. E. STIDOLPH,
Stem- en Kiesbeampte.

Upington, 20 Julie 1923.

✱ KENNISGEWING No. 517 VAN 1923.

VERKOPINGE BY PUBLIEKE OPBOD BELASTING ORDONNANSIE, 1923

Die aandag van alle afslaers wat besigheid dryf in die Provinsie Transvaal word gevestig op die bepalinge van die bowegenoemde Ordonnansie wat op die 16de deser in werking getree is en betrekking het op alle verkopinge by publieke opbod of geag by publieke opbod te wees, gehou binne die Provinsie van en na die 16de deser.

Besonderlik word die aandag gevestig op artiekel *vier* van die Ordonnansie waarin bepaal word die verkopinge wat "geag" word gehou te wees by publieke opbod.

In terme van artiekel *ses* van die Ordonnansie is belasting betaalbaar binne 14 dae van afloop van iedere maand. Deklarasievorme wat moet ingevul en ingedien word wanneer betaling plaats het, is by alle Ontvangers van Inkomste verkrygbaar.

In die geval dat gedurende enige maand geen verkopinge het plaas gehad nie, moet 'n "nil" opgawe ingediend word.

Indien enige persoon versuim die belasting binne die voorgeskrewe tydperk te betaal, dan is 'n boete bereken teen 5 persent op die bedrag van betaalbare belasting verskuldig vir iedere maand.

Die vorm waarin die aantekening van verkopinge moet gehou word is voorgeskrewe in die regulasies gepubliseer onder Administrateurs Kennisgewing No. 296 van 1923.

ARTHUR P. McLOUGHLIN,
Kommissaris vir Binnelandse Inkomste.

Pretoria, Julie 1923.

✻ NOTICE No. 518 OF 1923.

REGISTRATION OF BUSINESSES ACT.

The following information is published in terms of section *six* (2) of the Registration of Businesses Act (No. 36 of 1909).

C. W. THALMAN JUTA,
Registrar of Companies.

Office of the Registrar of Companies,
Pretoria, 27th July, 1923.

✻ KENNISGEVING No. 518 VAN 1923.

REGISTRATIE VAN BEZIGHEDEN WET.

De volgende informatie wordt gepubliceerd onder de bepalingen van artikel *zes* van de Registratie van Bezigheden Wet (No. 36 van 1909).

C. W. THALMAN JUTA,
Registrateur van Maatschappijen.

Kantoor van de Registrateur van Maatschappijen,
Pretoria, 27 Julie 1923.

LIST OF BUSINESSES REGISTERED.—*LIJST VAN BEZIGHEDEN GEREGISTREERD.*

Business Name. *Naam van Bezigheid.*	Name(s) of Proprietor(s). *Naam of Namen van Eigenaar of Eigenaren.*	Nature of Business. *Aard van Bezigheid.*	Name of Town or District. *Naam van Dorp of Distrikt.*
Abdul, Mahomed Hadje	Abdul, M. H.	Pedlar—Marskramer	Johannesburg.
Abellas, Nicolas Denis	Abellas, N. D.	General Dealer—Algemene Handelaar	Maraisburg, Dist. Krugersdorp.
Abraham, Halper	Abraham, H.	Hawker—Venter	Pretoria.
Abrahams, B.	Abrahams, B.	Produce Dealer—Produktehandelaar	Leeuwdoornstad, Dist. Wolmaransstad.
Abrahamson, L.	Abrahamson, L.	Fellmonger—Vellooier	Heidelberg.
Abramowitz, B.	Abramowitz, B.	General Dealer—Algemene Handelaar	Maraisburg, Dist. Krugersdorp.
Absalom, Jakoell	Absalom, J.	Hawker—Venter	Johannesburg.
Adam, Valley	Namajee, A. N.	General Dealer—Algemene Handelaar	Johannesburg.
Adams, Maria	Adams, M.	Hawker—Venter	Balfour Township.
Adams & Bailey	Bailey, H. H.; Adams, S. H.	Representative — Vertegenwoordiger	Johannesburg.
Akoojee, Mooza	Akoojee, M.	Pedlar—Marskramer	Johannesburg.
Alexander S.P.Q.R. Stores	Kaliski, N.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Alisons	Jardine, A. E.	General Dealer—Algemene Handelaar	Johannesburg.
Amm & Sons, E. J.	Amm, E. J., P. D., and (en) E. O.	Auctioneer—Afslager	Newtown, Johannesburg.
American Bioscope Café	Shear, L.	Bioscope Café—Bioskoop Café	Johannesburg.
Anderson's Boarding-house	Anderson, A.	Boarding-house—Logieshuis	Boksburg North.
Annandale Bros.	Annandale, P. P., and (en) Estate late Z. H. Annandale	General Dealer—Algemene Handelaar	Zandfontein, Dist. Pretoria.
Anziska, J.	Anziska, J.	Dairy—Melkerij	Jeppe, Johannesburg.
Aswegan, J. H. van	Aswegan, J. H. v.	General Dealer—Algemene Handelaar	Newclare, Johannesburg.
Atkins & Co., L.	Atkins, L.	General Dealer—Algemene Handelaar	Johannesburg.
Atherson & Co., Richard	Studder, H. (Representative)	Representative — Vertegenwoordiger	Potchefstroom.
Bada, Ebrahim Mahomed	Bada, E. M.	General Dealer—Algemene Handelaar	Middelburg.
Bagwaat, Gokool	Bagwaat, G.	Hawker—Venter	Balfour.
Bahadin, Mahomed Ebrahim	Bahadin, M. E.	General Dealer—Algemene Handelaar	Prospect Township, Johannesburg.
Baikie & Basden	Baikie, R.; Basden, A. E.	Agent and Broker—Agent en Makelaar	Pretoria.
Balfour Corn Mills	Kaplan, I.	Wood Sawyer and Mill—Houtzager en Molen	Balfour.
Balfour Meat Market	McHattie, F. J. W.	Butchery—Slachterij	Balfour.
Barclay Vale Store	Greathead, P.	General Dealer—Algemene Handelaar	Barclayvale, Dist. Barberton.
Barker & Ostler	Barker, J. P.; Ostler, E. S. L.	General Dealer—Algemene Handelaar	White River, Barberton Dist.
Bartman, John	Bartman, J.	Hawker—Venter	Johannesburg.
Baum, Samuel	Baum, S.	General Dealer—Algemene Handelaar	Fordsburg, Johannesburg.
Bawa, Kanjee	Bawa, K.	General Dealer—Algemene Handelaar	Edenvale, Germiston.
Baxter, Benjamin	Baxter, B.	Carter—Vervoerder	Johannesburg.
Bear, Harry	Bear, H.	Hawker—Venter	Pretoria.
Becker, Philip	Becker, P.	General Dealer—Algemene Handelaar	Johannesburg.
Bedford Cash Butchery	Jonas, G.	General Dealer—Algemene Handelaar	Johannesburg.
Bedford Fruit and Grocery Store	Bernstein, S.	General Dealer—Algemene Handelaar	Benoni.
Beeley, Albert Edward	Beeley, A. E.	Representative — Vertegenwoordiger	Johannesburg.
Behrens, M. J.	Behrens, M. J.	Hawker and General Dealer—Venter en Algemene Handelaar	Waterberg.
Bera, Lydia	Bera, L.	General Dealer—Algemene Handelaar	Waterberg.
Berea Outfitter	Damelin, A.	General Dealer—Algemene Handelaar	Johannesburg.
Berg, J. L. van den	Berg, J. L. v. d.	Motor-cab Proprietor — Motorkareigenaar	Johannesburg.
Bertrams Fish Market	Baker, D. A.	General Dealer—Algemene Handelaar	Johannesburg.
Bethhe & Co., H.	Bethhe, H. W. C.	General Dealer—Algemene Handelaar	Pretoria.
Billett, R. H.	Billett, R. H.	General Dealer—Algemene Handelaar	Driefontein, Johannesburg.
Binckley, Alice	Binckley, A.	Representative — Vertegenwoordiger	Johannesburg.
Black, E.	Black, E.	General Dealer—Algemene Handelaar	Johannesburg.
Bleiden & Co., John	Bleiden, J.	Agent and General Dealer—Agent en Algemene Handelaar	Johannesburg.
Blignaut, Casper	Blignaut, C.	Hawker—Venter	Middelburg.
Blundell, W.	Blundell, W.	Pedlar—Marskramer	Johannesburg.
Bob (87131)	Bob	Pedlar—Marskramer	Johannesburg.
Bogapa, Josiah	Bogapa, J.	Pedlar—Marskramer	Pretoria.
Bornman, P. J. K.	Bornman, P. J. K.	General Dealer—Algemene Handelaar	Barberton.
Botes, L. S.	Botes, L. S.	Hawker—Venter	Klerksdorp.
Botha, B.	Botha, B.	Hawker—Venter	Pretoria.
Botha, H. J.	Botha, H. J.	Quarry—Steengroeve	Wakkerstroom.
Bottle, Box, and Bag Co.	Schen, J.	General Dealer—Algemene Handelaar	Newtown, Johannesburg.
Botha, Mike M.	Botha, M. M.	Hawker—Venter	Johannesburg.
Bottomley, Arthur William	Bottomley, A. W.	Auctioneer—Afslager	Johannesburg.
Boyd's Butchery	Boyd, G. A.	Butchery—Slachterij	Balfour.
Breda, Henry	Breda, H.	Motor-cab Proprietor — Motorkareigenaar	Johannesburg.
Bresgi, B.	Bresgi, B.	Hawker—Venter	Benoni.
Brickman, Woolf	Brickman, W.	General Dealer—Algemene Handelaar	Johannesburg.
British-American Tyre Co.	Vangelder, E.	General Dealer—Algemene Handelaar	Johannesburg.
British Boot and Shoe Manufacturers	Sherman, I.	General Dealer—Algemene Handelaar	Johannesburg.
Brittain & Emery	Brittain, W. F.; Emery, F. R.	Representative — Vertegenwoordiger	Johannesburg.
Broomberg, M.	Broomberg, M.	Hawker—Venter	Johannesburg.
Brown, W.	Brown, W.	Motor Omnibus Proprietor—Motorbuseigenaar	Johannesburg.
Brussels House	Purchase, O. S.	General Dealer—Algemene Handelaar	Standerton.
Burns & Co.	Bernstein, M.	General Dealer—Algemene Handelaar	Johannesburg.
Buys, J.	Buys, J.	Hawker—Venter	Johannesburg.
C.C. Poultry and Butter Exchange	Munnick, V. E.	General Dealer—Algemene Handelaar	Johannesburg.
Canadian Tearooms	Constantinides, C.	General Dealer—Algemene Handelaar	Johannesburg.
Cape and Natal Fruit Shop	Padayachi, P. C.	General Dealer—Algemene Handelaar	Piet Retief.
Cekolowitz, G. N.	Cekolowitz, G. N.	Pedlar—Marskramer	Benoni.
Central Meat Market	Knight, A.	General Dealer—Algemene Handelaar	Brakpan.
Central Meat Supply	Simon, H.	General Dealer—Algemene Handelaar	Middelburg.
Chaplin, R. J. M.	Chaplin, R. J. M.	Representative — Vertegenwoordiger	Johannesburg.

Business Name. *Naam van Bezigheid.*	Name(s) of Proprietor(s). *Naam of Namen van Eigenaar of Eigenaren.*	Nature of Business. *Aard van Bezigheid.*	Name of Town or District. *Naam van Dorp of Distrikt.*
Charles, Daniel	Charles, D.	Cab Proprietor — Kareigenaar	Johannesburg.
Chetty, C. M.	Chetty, C. M.	General Dealer—Algemene Handelaar	Benoni.
Chiba, Daya	Chiba, D.	Pedlar—Marskramer	Benoni.
Chokie	Chokie	General Dealer—Algemene Handelaar	Johannesburg.
Chookoodoo, Jan Lipedi	Chookoodoo, J. L.	Hawker—Venter	Nylstroom.
Choonara, Mahomed Hassan	Choonara, M. H.	Hawker—Venter	Krugersdorp.
Citumina, Wm.	Citumina, W.	Pedlar—Marskramer	Johannesburg.
Club Roller Skating Rink, The	McKie, P. W.; Pratt, H. T.; Owen, B. D. A.	General Dealer—Algemene Handelaar	Johannesburg.
Coetzee, D. J.	Coetzee, D. J.	Hawker—Venter	Potchefstroom.
Cohen, Betsy	Cohen, B.	General Dealer—Algemene Handelaar	Johannesburg.
Cohen, G.	Cohen, G.	Hawker—Venter	Boksburg.
Cohen, L.	Cohen, L.; Tolty, M.	General Dealer—Algemene Handelaar	Eendracht Township, Heidelberg.
Cohen, Manne	Cohen, M.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Cohen Bros.	Cohen, D.	General Dealer—Algemene Handelaar	Pretoria.
Condell, F.	Condell, F.	Hawker—Venter	Pretoria.
Condiments, X. L.	Leach, E.; Graham, A. T.	General Dealer—Algemene Handelaar	Johannesburg.
Cooke & Sons	Cooke, W. W., W. D. C. B., and (en) E. A.	General Dealer—Algemene Handelaar	Ermelo.
Cronje & V. d. Merwe	Merwe, J. C. P. L. v. d.; Cronje, A. P. J.	Hawker—Venter	Standerton.
Crown Dairy	Niekerk, J. C. V. and (en) H. H. v.	Dairy—Melkerij	Booysens Reserve, Johannesburg.
Daly, E.	Daly, E.	General Dealer—Algemene Handelaar	Rustenburg.
Danie, Radisegoane Diale	Danie, R. D.	Hawker—Venter	Middelburg.
Daniel, M. C.	Daniel, M. C.	Boarding-house—Logieshuis	Pretoria.
David	David,	Carter—Vervoerder	Johannesburg.
David, Malebatsi	David, M.	Pedlar Marskramer	Johannesburg.
Dawood, Moosa	Dawood, M.	Hawker—Venter	Maquassi, Wolmaransstad.
De Lux Ham and Provision Depot	Samuel, C.	General Dealer—Algemene Handelaar	Johannesburg.
Debite, Nkgopoli David	Debite, N. D.	Pedlar—Marskramer	Pretoria.
Ded-Ezi Spray Polish Company	Lussane, G.	General Dealer—Algemene Handelaar	Johannesburg.
Deeb, A.	Deeb, A.	General Dealer—Algemene Handelaar	Sabie.
Deejan	Deejan	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Delecta Confectionery	Reynolds, B. I.	General Dealer—Algemene Handelaar	Johannesburg.
Denham, T.	Denham, T.	Agent	Johannesburg.
Denver Auction Mart	Femstein, J.	Auctioneer—Afslager	Denver, Johannesburg.
Derby Fisheries	Garoer, E.	General Dealer—Algemene Handelaar	Judiths Paarl, Johannesburg.
Derby Sweet Co.	Gilman, M.	General Dealer—Algemene Handelaar	Belgravia, Johannesburg.
Derby Sweet Company	Gilman, M., and (en) Feinstein, B. T.	Sweet Manufacturer—Suikergebak	Bertrams, Johannesburg.
Dersley, E. M.	Dersley, E. M.	General Dealer—Algemene Handelaar	Potchefstroom.
Dhlameni, Charlie	Dhlameni, C.	Hawker—Venter	Bloemhof.
Dhulab, Gopal	Dhulab, G.	Hawker—Venter	Ermelo.
Dingomal & Sons, G.	Dingomal, G.; Himathsingam, J. G.; Gopaldas, P.	General Dealer—Algemene Handelaar	Johannesburg.
Diniso, Piet	Diniso, P.	Pedlar—Marskramer	Johannesburg.
Direct Supply Co., The	Flowers, H. F.; Terreblanche, P. J.	General Dealer—Algemene Handelaar	Johannesburg.
Domingo, Lewis	Domingo, L.	General Dealer—Algemene Handelaar	Newclare, Johannesburg.
Doornfontein Tearoom	Isaacs, H.	General Dealer—Algemene Handelaar	Johannesburg.
Druian, E.	Druian, E.	General Dealer—Algemene Handelaar	Pretoria.
Dube, Philemon	Dube, P.	Pedlar—Marskramer	Johannesburg.
Dujuza, M.	Dujuza, M.	Pedlar—Marskramer	Zoutpansberg.
Downes, Norma Amelia	Downes, N. A.	General Dealer—Algemene Handelaar	Kenilworth, Johannesburg.
Dyk, C. E. van	Dyk, C. E.	General Dealer—Algemene Handelaar	Mooiplaats, Dist. Pretoria.
Eastern Cycle and Motor Works, The	Potgieter, P. S. R.; Scott, C. J.	General Dealer—Algemene Handelaar	Amersfoort.
Eastern Tailoring Company	Lala, M.	General Dealer—Algemene Handelaar	Johannesburg.
East London Fisheries	Louis, S.	Grocer—Kruidenier	Benoni.
Ebrahim, Hassim	Ebrahim, H.	General Dealer—Algemene Handelaar	Pretoria.
Ebrahim, Khatih	Ebrahim, K.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Ebrahim, Suliman	Ebrahim, S.	Hawker—Venter	Johannesburg.
Ebrahim & Co.	Valla, E.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Eck, J. J. van	Eck, J. J. v.	General Dealer—Algemene Handelaar	Derby Township, Rustenburg.
Economic Garage	Goldman, B. and (en) D.	General Dealer—Algemene Handelaar	Germiston.
Economic Hardware Co.	Glazer, H.; Muller, H. and (en) G.	General Dealer—Algemene Handelaar	Pretoria.
Economic Supply Store	Sagot, A.	General Dealer—Algemene Handelaar	Edenburg, Dist. Pretoria.
Economic Supply Stores	Sanadier, S.	General Dealer—Algemene Handelaar	Johannesburg.
Economical Fruit Store	Statos, S.	General Dealer—Algemene Handelaar	Germiston.
Edwards & Burns	Edwards, E. W.; Burns, C. J.	General Dealer—Algemene Handelaar	Kensington, Johannesburg.
Ellen, Merton	Ellen, M.	General Dealer—Algemene Handelaar	Pretoria.
Epstein, R. L.	Epstein, R. L.	General Dealer—Algemene Handelaar	Springs.
Erasmus & Loding	Erasmus, T. C.; Loding, L. H.	General Dealer—Algemene Handelaar	Erasmus, Dist. Pretoria.
Ermes, Ettie	Ermes, E.	General Dealer—Algemene Handelaar	Johannesburg.
Erson, Max	Erson, M.	Hawker—Venter	Johannesburg.
Essop, Ebrahim	Essop, E.	Hawker—Venter	Heidelberg.
Essop, Moosa	Essop, M.	General Dealer—Algemene Handelaar	East Lynne, Dist. Pretoria.
Essop, Omarjee	Essop, O.	Pedlar—Marskramer	Heidelberg.
Esther	Esther	Hawker—Venter	Boksburg.
Farmers' Direct Meat Supply	McKenzie, J. C.	General Dealer—Algemene Handelaar	Johannesburg.
Feinberg, Bernard	Feinberg, B.	Baker—Bakker	Balfour.
Ferguson, James Sheriff	Ferguson, J. S.	General Dealer—Algemene Handelaar	Kensington, Johannesburg.
Figdor & Co., L.	Figdor, L.	Representative — Vertegenwoordiger	Johannesburg.
Fine, S.	Fine, S.	Hawker—Venter	Benoni.
Fisher, Phillip & Wolf	Fisher, P. and (en) W.	General Dealer—Algemene Handelaar	Johannesburg.
Foell, C. J.	Foell, C. J.	Hawker—Venter	Pretoria.
Forman, L.	Forman, L.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Francis, Veeresammy	Francis, V.	Trolly for hire—Trollie te huur	Pretoria.
Francoa	Joubert, M. F.	General Dealer—Algemene Handelaar	Johannesburg.
Frank, Harris	Frank, H.	General Dealer—Algemene Handelaar	Johannesburg.
Frankfurth, Jack	Frankfurth, J.	General Dealer—Algemene Handelaar	Johannesburg.
Franklin, C. T.	Franklin, C. T.	Hawker—Venter	Johannesburg.
Friedman, Aaron Isaac	Friedman, A. I.	General Dealer—Algemene Handelaar	Springfield, Johannesburg.
Gainsborough	Calvert, A.	General Dealer—Algemene Handelaar	Johannesburg.
Gangoram, Jackison	Gangoram, J.	General Dealer—Algemene Handelaar	Johannesburg.
Garden Street Cash Butchery	Nissen, F.	General Dealer—Algemene Handelaar	Turffontein, Johannesburg.
Garlick's Store	Ward, R.	Representative — Vertegenwoordiger	Barberton.
Garvie, W.	Garvie, W.	Tearoom—Teekamer	Benoni.
Gatebe, Piet	Gatebe, P.	Butchery—Slachterij	Balfour.
Gathoo, Katega	Gathoo, K.	General Dealer—Algemene Handelaar	Christiana.
Gavin, D. W.	Gavin, D. W.	General Dealer—Algemene Handelaar	Johannesburg.
George	George	Hawker—Venter	Benoni.
George	George	Butcher—Slachter	Benoni.
Geyer, W. G.	Geyer, W. J.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Ghosmutsi, Sixpence	Ghosmutsi, S.	Pedlar—Marskramer	Johannesburg.
Ginsberg, I.	Ginsberg, I. I.	General Dealer—Algemene Handelaar	Brakpan.

Business Name. *Naam van Bezigheid.*	Name(s) of Proprietor(s). *Naam of Namen van Eigenaar of Eigenaren.*	Nature of Business. *Aard van Bezigheid.*	Name of Town or District. *Naam van Dorp of Distrikt.*
Glass, I. H.	Glass, I. H.	General Dealer—Algemene Handelaar	Krugersdorp.
Goldfain, H.	Goldfain, H.	General Dealer—Algemene Handelaar	Ventersdorp.
Goldschaggs Winkel	Goldschaggs, E. M.	General Dealer—Algemene Handelaar	Rooikoppies, Dist. Pretoria.
Goms, R.	Goms, R.	General Dealer—Algemene Handelaar	Johannesburg.
Goosen, S.	Goosen, S.	Boarding-house—Logieshuis	Pretoria.
Goosen, William	Goosen, W.	Hawker—Venter	Johannesburg.
Gordon, E.	Gordon, E.	General Dealer—Algemene Handelaar	Johannesburg.
Gordon, Max	Gordon, M.	General Dealer—Algemene Handelaar	Vereeniging.
Gordon, Sam	Gordon, S.	Hawker—Venter	Pretoria.
Gould, Robert Howe	Gould, R. H.	General Dealer—Algemene Handelaar	Johannesburg.
Govand, Dullahb	Govand, D.	Hawker—Venter	Ermelo.
Grange Hotel	Burrows, F. H.	Public Dining-room and Billiard-table—Publieke Eetkamer en Biljarttafel	Balfour.
Gray, R. H.	Gray, R. H.	General Dealer—Algemene Handelaar	Benoni.
Greeff's Milk Depot	Greeff, M. J.	Milkshop—Melkwinkel	Pretoria.
Green, H.	Green, H.	Hawker—Venter	Pretoria.
Green, Louis	Green, L.	General Dealer—Algemene Handelaar	Abelskop, Dist. Schweizer Reneke.
Greenberg, Sam	Greenberg, S.	General Dealer—Algemene Handelaar	Johannesburg.
Gross, Frank	Gross, F.	General Dealer—Algemene Handelaar	Johannesburg.
Gulza Trading Co., The	Omarkhan and (en) Dawood, K.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Gumede, Tom	Gumede, T.	Pedlar—Marskramer	Johannesburg.
Gush & Co.	Cockcroft, C. V.; Gush, E. A.	General Dealer—Algemene Handelaar	Gezina, Dist. Pretoria.
Habeeb, Isaac	Habeeb, I.	General Dealer—Algemene Handelaar	Johannesburg.
Hall & Olivier	Hall, R. O.; Olivier, S. H.	General Agent—Algemene Agent	Benoni.
Hallowell Brothers	Hallowell, J. and (en) W. J.	Motor-cab Proprietor — Motorkareigenaar	Johannesburg.
Hanson, H. D.	Hanson, H. D.	Agent	Standerton.
Harris & Co.	Rapperport, H.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Harris & Co., A.	Harris, A.	General Dealer and Auctioneer—Algemene Handelaar en Afslager	Johannesburg.
Hartman, Johan Hendrik	Hartman, J. H.	Hawker—Venter	Krugersdorp.
Hassan, Ahmed	Hassan, A.	General Dealer—Algemene Handelaar	Knoppieslaagte, Dist. Pretoria.
Hastings, J. E.	Hastings, J. E.	Hawker—Venter	Johannesburg.
Hattingh & Green	Hattingh, D. J.; Green, D. J.	General Dealer—Algemene Handelaar	Delmas, Dist. Pretoria.
Hattingh's Boot Store	Hattingh, C. and (en) S. C.	General Dealer—Algemene Handelaar	Richmond, Johannesburg.
Hatzkilson, Rubin	Hatzkilson, R.	General Dealer—Algemene Handelaar	Prospect Township, Johannesburg.
Hayden's Mills	Hayden, M. W.	Miller—Molen	Koster, Dist. Rustenburg.
Heerden, J. P. van	Heerden, J. P. v.	Milkseller—Melkverkoper	Pretoria.
Heever, Amalia Carolina v. d.	Heever, A. C. v. d.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Hellyar, T. G.	Hellyar, T. G.	Carter—Vervoerder	Johannesburg.
Henry & Botha	Henry, R.; Botha, J. W.	General Dealer—Algemene Handelaar	Meyerville, Standerton Dist.
Hermina, Carlie	Ugat, C. Hermina	General Dealer—Algemene Handelaar	Maroelaskop, Dist. Waterberg.
Hoffman, L. W.	Hoffman, L. W.	General Dealer—Algemene Handelaar	Geduld Township.
Hohowsky, F. S.	Hohowsky, F. S.	General Dealer—Algemene Handelaar	Grootdoorns, Dist. Bloemhof.
Holmes & Co., John R.	Holmes, J. R.	General Dealer—Algemene Handelaar	Grootdoorns, Dist. Bloemhof.
Horwitz, H. and H.	Horwitz, H. and (en) H.	General Dealer—Algemene Handelaar	Pretoria.
Horwitz & Cohen	Horwitz, S.; Cohen, S.	General Dealer—Algemene Handelaar	Pretoria.
Horwitz & Cohen	Horwitz, S.; Cohen, S.	General Dealer—Algemene Handelaar	Pretoria.
Hotbey, Bibby	Hotbey, B.	General Dealer—Algemene Handelaar	Sterkloop, Dist. Middelburg.
Howes, H. E.	Howes, H. E.	General Dealer—Algemene Handelaar	Kaalplaats, Dist. Vereeniging.
Howkowsky, Stainslow	Howkowsky, S.	General Dealer—Algemene Handelaar	Houtvolop, Dist. Schweizer Reneke.
Hudson, Charles	Hudson, C.	General Dealer—Algemene Handelaar	Randfontein, Dist. Krugersdorp.
Illovo Tearooms	Cocks, W. H.; Knight, E.; Barker, S. P.	General Dealer—Algemene Handelaar	Johannesburg.
International Dairy	Goldberg, J.	General Dealer—Algemene Handelaar	Fordsburg, Johannesburg.
Ismail, Amod	Ismail, A.	General Dealer—Algemene Handelaar	Potchefstroom.
Ismail, Kaffijee	Ismail, K.	General Dealer—Algemene Handelaar	Amersfoort.
Ismail & Co., Mahomed	Patel, I. A.	General Dealer—Algemene Handelaar	Grootdoorns, Dist. Bloemhof.
Ismail, Moosa	Ismail, M.	Pedlar—Marskramer	Pretoria.
Jackson, M.	Jackson, M.	Hawker—Venter	Wolmaransstad.
Jacobs, J. A.	Jacobs, J. A.	General Dealer—Algemene Handelaar	Mapochsgronden, Dist. Middelburg.
Jager & Co., De	Jager, A. P. d.; Pretorius, G.	General Dealer—Algemene Handelaar	Putfontein, Dist. Benoni.
Jakubowitz, B.	Jakubowitz, B.	Hawker—Venter	Johannesburg.
Jamshedjee, Navrojee	Jamshedjee, N.	General Dealer—Algemene Handelaar	Prospect, Johannesburg.
Janette, Madam	Lewenthal, S.	General Dealer—Algemene Handelaar	Johannesburg.
Janoo, Gani	Janoo, G.	Hawker—Venter	Pretoria.
Janover, Lilian	Janover, L.	General Dealer—Algemene Handelaar	Johannesburg.
Jeppe Produce Market, The	Miller, S.; Kaplan, J.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Jim	Jim	Pedlar—Marskramer	Benoni.
Joffe, Louis Abraham	Joffe, L. A.	General Dealer—Algemene Handelaar	Johannesburg.
Jogi, Hira	Jogi, H.	Hawker—Venter	Pretoria.
Johannes	Johannes	Pedlar—Marskramer	Johannesburg.
Johannes	Johannes	Hawker—Venter	Brakpan.
Johannes, Mzamane	Johannes, M.	Pedlar—Marskramer	Johannesburg.
John	John	Carter—Vervoerder	Johannesburg.
Joosub, A. C.	Joosub, A. C.	Hawker—Venter	Pretoria.
Jordaan, L. H.	Jordaan, L. H.	Quarry—Steengroeve	Wakkerstroom.
Joseph & Co., G.	Joseph, G.	General Dealer—Algemene Handelaar	Carolina.
Joubert, J. F.	Joubert, J. F.	General Dealer—Algemene Handelaar	Pretoria.
Joubert Park Pharmacy	Davis, G. A.	General Dealer—Algemene Handelaar	Johannesburg.
Kai, Ho.	Kai, H.	General Dealer—Algemene Handelaar	Prospect, Johannesburg.
Kalk, William	Kalk, W.	General Dealer—Algemene Handelaar	Newtown, Johannesburg.
Kapida, Wadi	Kapida, W.	General Dealer—Algemene Handelaar	Alexandra, Johannesburg.
Kaplan, Robert	Kaplan, R.	Hawker—Venter	Springs.
Karooden, Essop	Karooden, E.	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Karrin, Shahaboodin Abdul	Karrin, S. A.	General Dealer—Algemene Handelaar	Prospect, Johannesburg.
Katz, Isidor	Katz, I.	General Dealer—Algemene Handelaar	Norwood, Johannesburg.
Katz, S.	Katz, S.	Dairy—Melkerij	Braamfontein, Johannesburg.
Kemp, M. D.	Kemp, M. D.	Hawker—Venter	Pretoria.
Khule, Phillip	Khule, P.	Pedlar—Marskramer	Johannesburg.
Khusal, Govan	Khusal, G.	Pedlar—Marskramer	Benoni.
Kirsten, J. P.	Kirsten, J. P.	Boarding-house—Logieshuis	Louis Trichardt.
Klaasen, P. A.	Klaasen, P. A.	Hawker—Venter	Johannesburg.
Klein, Manne	Klein, M.	General Dealer—Algemene Handelaar	Germiston.
Klevansky, Annie	Klevansky, A.	General Dealer—Algemene Handelaar	Potchefstroom.
Klibbe, H. G.	Klibbe, H. G.	Motor Omnibus Proprietor — Motorbus-eigenaar	Johannesburg.
Klitzner, J.	Klitzner, J.	General Dealer—Algemene Handelaar	Benoni.
Klug & Friedman	Friedman, W.; Klug, N.	General Dealer—Algemene Handelaar	Burgershoop, Dist. Krugersdorp.
Klugman, Nathan	Klugman, N.	General Dealer and Agent or Broker—Algemene Handelaar en Agent of Makelaar	Johannesburg.
Kobrin, Joseph Mendal	Kobrin, J. M.	General Dealer—Algemene Handelaar	Johannesburg.
Kophane, Salmon	Kophane, S.	General Dealer—Algemene Handelaar	Doornkop, Dist. Middelburg.
Kothlokele, Johannes	Kothlokele, J.	Pedlar—Marskramer	Johannesburg.
Koza, Nomahan	Koza, M.	Pedlar—Marskramer	Johannesburg.
Kramer, S.	Kramer, S.	General Dealer—Algemene Handelaar	La Rochelle, Johannesburg.

Business Name. *Naam van Bezigheid.*	Name(s) of Proprietor(s). *Naam of Namen van Eigenaar of Eigenaren.*	Nature of Business. *Aard van Bezigheid.*	Name of Town or District. *Naam van Dorp of Distrikt.*
Krawitz, B.	Brawitz, B.	General Dealer—Algemene Handelaar	Germiston.
Krubeluick, Sachue	Krubeluick, S.	Hawker—Venter	Rustenburg.
Kruger, C. J.	Kruger, C. J.	Motor-cab Proprietor — Motorkareigenaar	Johannesburg.
Kruispad Stoor	Eloff, E. E.	General Dealer—Algemene Handelaar	Kruispad, Dist. Waterberg.
Kudsee, Alex.	Kudsee, A.	General Dealer—Algemene Handelaar	Johannesburg.
Kumutat, Geo.	Kumutat, G.	General Dealer—Algemene Handelaar	Brentwood Park, Dist. Benoni.
Labuschagne, B.	Labuschagne, B.	General Dealer—Algemene Handelaar	Komtenville, Dist. Johannesburg.
Labuschagne, O. J.	Labuschagne, O. J.	Hawker—Venter	Bloemhof.
Latib, Osman Abdul	Latib, O. A.	General Dealer—Algemene Handelaar	Mapochsgronden, Dist. Middelburg.
Lamberti Bros.	Lamberti, A.	General Dealer—Algemene Handelaar	Johannesburg.
Landsman, D.	Landsman, D.	Hawker—Venter	Johannesburg.
Leboko, Isaac	Leboko, I.	Pedlar—Marskramer	Johannesburg.
Lefdal, Louis John	Lefdal, L. J.	Representative — Vertegenwoordiger	Johannesburg.
Lekula, Simon	Lekula, S.	Pedlar—Marskramer	Johannesburg.
Lennards	Rabinovitz, H.	General Dealer—Algemene Handelaar	Johannesburg.
Lentsoane, Mamothedi	Lentsoane, M.	Hawker—Venter	Middelburg.
Leonard, T.	Leonard, T.	General Dealer—Algemene Handelaar	Germiston.
Leshaba, Klein Booi	Leshaba, K. B.	Pedlar—Marskramer	Johannesburg.
Letebele, Petros	Letebele, P.	General Dealer—Algemene Handelaar	Vereeniging.
Levitt, A.	Levitt, A.	General Dealer—Algemene Handelaar	Johannesburg.
Levy, I.	Levy, I.	Pedlar—Marskramer	Johannesburg.
Levy, Morris	Levy, M.	Auctioneer—Afslager	Wakkerstroom.
Libowitz, I.	Libowitz, I.	Pedlar—Marskramer	Johannesburg.
Lichabe, David	Lichabe, D.	General Dealer—Algemene Handelaar	Vrededorp, Johannesburg.
Liebenberg, E. M.	Liebenberg, E. M.	Lodging-house—Logieshuis	Pretoria.
Liebenberg, J. W. N.	Liebenberg, J. W. N.	Hawker—Venter	Germiston.
Lilienfeld, N., Eppel & Co.	Eppel, N.	General Dealer—Algemene Handelaar	Johannesburg.
Lipschitz, Rachael	Lipschitz, R.	General Dealer—Algemene Handelaar	Johannesburg.
Lith & Vorster, Van der	Lith, A. v. d.; Vorster, W. H.	General Dealer—Algemene Handelaar	Louis Trichardt.
Locusts Products Co.	Vorster, S. C.; Hammersma, H.	General Dealer—Algemene Handelaar	Booysens, Johannesburg.
Louis, E.	Louis, E.	Hawker—Venter	Johannesburg.
Lovely, Lena	Lovely, L.	General Dealer—Algemene Handelaar	Belgravia, Johannesburg.
Low, F. B. H.	Low, F. B. H.	Hawker—Venter	Johannesburg.
Lubesi, Maria	Lubesi, M.	Hawker—Venter	Pilgrims Rest.
Lucas	Lucas	Pedlar—Marskramer	Johannesburg.
Luna Café and Tearoom	Qually, C. D.; Zaferopoulos, A.	General Dealer—Algemene Handelaar	Johannesburg.
Lurie & Co.	Lurie, G. H.	General Dealer—Algemene Handelaar	Pretoria.
Luxtra Distributors	Stead, W. L.	General Dealer—Algemene Handelaar	Johannesburg.
M.R.C. Store	Berger, E.	General Dealer—Algemene Handelaar	Roodepoort, Dist. Krugersdorp.
Mabuto, Moses	Mabuto, M.	Pedlar—Marskramer	Pretoria.
MacKenzie, Francis William	MacKenzie, F. W.	General Dealer—Algemene Handelaar	Johannesburg.
Mackay, J. E.	Mackay, J. E.	General Dealer—Algemene Handelaar	Zwartlaagte, Dist. Bloemhof.
Machine, George	Machine, G.	Pedlar—Marskramer	Johannesburg.
Madame Durant	Morris, A. W.	General Dealer—Algemene Handelaar	Middelburg.
Mahomed, Alli	Mahomed, A.	General Dealer—Algemene Handelaar	Johannesburg.
Mahomed, Alli Shiek	Mahomed, A. S.	General Dealer—Algemene Handelaar	Pretoria.
Mahomed, Cassim	Mahomed, C.	General Dealer—Algemene Handelaar	Leeuwfontein, Dist. Wolmaransstad
Mahomed, H. M. H. K.	Mahomed, H. M. H. K.	General Dealer—Algemene Handelaar	Pretoria.
Mahomed, Jeeva	Mahomed, J.	Motor-car for hire — Motorkar te huur	Pretoria.
Mahomed, Karrin	Mahomed, K.	General Dealer—Algemene Handelaar	Bertrams, Johannesburg.
Mahomed, Suliman	Mahomed, S.	General Dealer—Algemene Handelaar	Amersfoort.
Mahomed & Co., Omar	Adam, O.; Omar, M.; Suliman, A.; Mahomed, G.	General Dealer—Algemene Handelaar	Balfour.
Mahulosi, Titus	Mahulosi, T.	Butchery and Kaffir Eating-house — Slachterij en Kaffer-eethuis	Balfour.
Mahumela, Johannes	Mahumela, J.	Hawker—Venter	Johannesburg.
Makan, Hajee	Makan, H.	Pedlar—Marskramer	Johannesburg.
Makhoane, Thibane Amos	Makhoane, T. A.	Pedlar—Marskramer	Pretoria.
Makuba, John	Makuba, J.	Pedlar—Marskramer	Johannesburg.
Malan, Abram	Malan, A.	Pedlar—Marskramer	Johannesburg.
Malt Brewers	Rosevear, W. V.	General Dealer—Algemene Handelaar	Ophirton, Johannesburg.
Maluleke, Paulus	Maluleke, P.	Hawker—Venter	Waterberg.
Mamorare, Esere Sigidi	Mamorare, E. S.	Pedlar—Marskramer	Johannesburg.
Mandhlala, Hans	Mandhlala, H.	Hawker—Venter	Pretoria.
Mangamashe, James	Mangamashe, J.	Pedlar—Marskramer	Krugersdorp.
Maposela, James	Maposela, J.	Pedlar—Marskramer	Johannesburg.
Mapun, Esan	Mapun, E.	Pedlar—Marskramer	Johannesburg.
Maraba, Paul	Maraba, P.	Hawker—Venter	Pretoria.
Marais, Rudolf Marthinus	Marais, R. M.	Hawker—Venter	Wolmaransstad.
Maraisburg Drapery and Outfitting Store	Gower, I. B.	General Dealer—Algemene Handelaar	Maraisburg, Dist. Krugersdorp.
Margos	Weir, F.	General Dealer—Algemene Handelaar	Pretoria.
Marikana Trading Co., The	Mendelsohn, P.; Rabinowitz, L.	Broker—Makelaar	Rooikoppies, Dist. Rustenburg
Maritz, C. J.	Maritz, C. J.	General Dealer—Algemene Handelaar	Meyerville, Standerton Dist.
Market Boot Store	Deacon, V.; Reuben, G.; Hammersley & Sons	General Dealer—Algemene Handelaar	Jeppe, Johannesburg.
Marman, John	Marman, J.	Hawker—Venter	Johannesburg.
Marnewick, J. C.	Marnewick, J. C.	General Dealer—Algemene Handelaar	Krugersdorp.
Marontse, Daniel	Marontse, D.	Hawker—Venter	Vereeniging.
Marupane, Boaz Isabisi	Marupane, B. I.	Pedlar—Marskramer	Pretoria.
Maselda, Josiah Zinto	Maselda, J. Z.	Pedlar—Marskramer	Pretoria.
Masekuameng, Ezekiel	Masekuameng, E.	Hawker—Venter	Springs.
Mashiane, Johannes	Mashiane, J.	Hawker—Venter	Waterberg.
Masimimi, Willem Abed	Masimimi, W. A.	Pedlar—Marskramer	Pretoria.
Mason, Edith	Mason, E.	General Dealer—Algemene Handelaar	Johannesburg.
Matjila, William	Matjila, W.	Hawker—Venter	Nylstroom.
Matchatsha, George	Matchatsha, G.	Pedlar—Marskramer	Johannesburg.
Matebula, Single	Matebula, S.	Pedlar—Marskramer	Johannesburg.
Matesuba, Wash	Matesuba, W.	Pedlar—Marskramer	Johannesburg.
Mathlabane, Spoor	Mathlabane, S.	Pedlar—Marskramer	Johannesburg.
Mathu, Marie	Mathu, M.	Hawker—Venter	Bloemhof.
Matshaba, Jim	Matshaba, J.	Pedlar—Marskramer	Johannesburg.
Matselo, M.	Matselo, M.	Pedlar—Marskramer	Benoni.
Matthews & Son	Matthews, W.	General Dealer—Algemene Handelaar	Barberton.
Mautsa, David	Mautsa, D.	Pedlar—Marskramer	Johannesburg.
Mawzi, Enoch	Mawzi, E.	Pedlar—Marskramer	Johannesburg.
Maxwell, Macdonald	Maxwell, M.	Auctioneer—Afslager	Delmas, Dist. Pretoria.
Mbata, Albert	Mbata, A.	Pedlar—Marskramer	Johannesburg.
M'Buze, J.	M'Buze, J.	Hawker—Venter	Wolmaransstad.

TENDERS.

NOTICE TO CONTRACTORS.

Signed and Sealed Tenders are hereby invited for the following services, viz. :—

SERVICE.	District.	Province.	Documents available.	Date on which Documents available.	Where obtainable.	Tenders to be addressed to.	Tenders due at or before 3 p.m. on
				1923			1923.
Electric Passenger Lift for Palace of Justice, Pretoria	Pretoria	Transvaal	Tender forms, plans, and specification	13th July	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Johannesburg	The Chairman, Union Tender Board, Union Buildings, Pretoria	19th Sept.
Electric Lighting Plant for Roodepoort Industrial School, Dewetsdorp	Bloemfontein	Orange Free State	Tender forms, and specification	"	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Johannesburg	" "	19th Sept.
Additions to Tuition Block and Manual Training Centre at the Industrial School at George	George	Cape	Tender forms, plans, specifications, and schedule of quantities	27th July	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Port Elizabeth	" "	15th Aug.
Erection of a Gun-Mounting Store and Shop at His Majesty's Dockyard at Simonstown	Simonstown	Cape	"	"	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Capetown	" "	"
3-in. and 4-in. Lap-welded Galvanized Iron Screwed and Socketed Piping for the School of Agriculture, Glen	Bloemfontein	Orange Free State	Tender forms and specification	20th July	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Bloemfontein	" "	22nd Aug.
Erection of 5 Officers' Quarters, and 4 Warrant Officers' Quarters, at Roberts Heights	Pretoria	Transvaal	Plans, specification, schedule of quantities	23rd July	Quartermaster-General's Office, Artillery Barracks, Pretoria	" "	15th Aug.
✱Additions to Public Offices at Witbank	Middelburg	Transvaal	Tender forms, plans, specification, and schedule of quantities	3rd August	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Middelburg	" "	22nd Aug.
✱Post Office at Smithfield	Smithfield	O.F.S.	"	"	Secretary, P.W.D., Pretoria; Dist. Engr., P.W.D., Bloemfontein	" "	"

A deposit of £2, either in cash, deposit receipt, or bank-initialed cheque, must be paid on each service, which will be refunded provided a bona fide tender is submitted and plans and specifications returned to Public Works Department.

A separate tender must be submitted for each work, and must be superscribed with the name of service to which it refers.

All tenders must be on the Departmental Tender Forms, and must be duly filled up and completed in all particulars.

The Board does not bind itself to accept the lowest or any tender.

F. W. KNIGHTLY,
Chairman of the Union Tender Board.

KENNISGEVING AAN AANNEMERS.

Getekende en Verzegelde Tenders worden hierbij gevraagd voor de ondergenoemde diensten :—

DIENST.	Distrikt.	Provincie.	Beschikbare Dokumenten.	Datum waarop Dokumenten verkrijgbaar zijn.	Waar verkrijgbaar.	Tenders te worden geadresseerd aan.	Tenders vervallen vóór of op 3 uur n.m. op
				1923			1923.
Elektriese Passagiers Lift voor het Paleis van Justitie, Pretoria	Pretoria	Transvaal	Tendervormen, plannen en bestekken	13 Julie	Sekretaris, D.P.W., Pretoria; Dist. Engr., D.P.W., Johannesburg	De Voorzitter, Unie-tenderkommissie, Unie-gebouw, Pretoria	19 Sept.
Elektrieslicht-installatie voor de Roodepoort Industrieschool, Dewetsdorp	Bloemfontein	Oranje Vrijstaat	Tendervormen en bestekken		Sekretaris, D.P.W., Pretoria, Dist. Ingr., D.P.W., Johannesburg	" "	"
Aanbouw aan het Gebouw voor Onderwijs en de Handearbeid-afdeling, Industrieschool te George	George	Kaap	Tendervormen, plannen, bestekken en lijsten van hoeveelheden	27 Julie	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Port Elizabeth	" "	15 Aug.
Oprichten van Magazijn en Werkplaats voor het Monteren van Kanonnen bij Zijn Majesteits Scheepstimmerwerf te Simonstown	Simonstown	Kaap	"	"	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Kaapstad	" "	"
3 duim en 4 duim Gegalvaniseerde IJzeren, Gewelde en van Schroefdraad en Sok voorziene Pijpen voor de Landbouwschool te Glen	Bloemfontein	Oranje Vrijstaat	Tendervormen en bestekken	20 Julie	Sekr., D.P.W., Pretoria; Distr. Ingr., D.P.W., Bloemfontein	" "	22 Aug.
Oprigting van 5 Offisiers Kwartiere en 4 A.O's Kwartiere, te Roberts Hoogte	Pretoria	Transvaal	Plannen, bestekken, lijsten van hoeveelheden	23 Julie	Kwartiermeestergeneraals Kantoor, Artillerie Kazerne, Pretoria	" "	15 Aug
✱Aanbouw aan Goevernementskantoren, te Witbank	Middelburg	Transvaal	Tendervormen, plannen, bestekken en lijsten van hoeveelheden	3 Augustus	Sekretaris, D.P.W., Pretoria; Dist. Ingr., D.P.W., Middelburg	" "	22 Aug
✱Postkantoor te Smithfield	Smithfield	O.V.S.	"	"	Sekretaris, D.P.W., Pretoria; Dist. Ingr., D.P.W., Bloemfontein	" "	"

Een deposito van £2, of in kontant geld, inlage-kwitantie of cheque door de bank geparafeerd, moet op elke dienst worden betaald, die terugbetaald zal worden, mits een bona fide tender ingediend wordt en plannen en bestekken aan het Departement van Publieke Werken teruggezonden worden.

Een afzonderlike tender moet voor elk werk worden ingediend en moet tot opschrift hebben de naam van de dienst waarop hij betrekking heeft.

Alle tenders moeten op de tendervorm van het Departement zijn en moeten behoorlik ingevuld en in alle biezonderheden voltooid worden.

De Kommissie verbindt zich niet de laagste of enige tender aan te nemen.

F. W. KNIGHTLY,
Voorzitter van de Unie-tenderkommissie.

NOTICE TO CONTRACTORS.

Signed and Sealed Tenders are hereby invited for the following services in the Transvaal Province :—

SERVICE.	District.	Documents available.	Date on which documents available.	Where obtainable.	Tenders to be addressed to.	Tenders due at or before Noon on
			1923			
Type School for 96 Pupils (in brick) at Knoppieslaagte No. 140, Pretoria District	Pretoria	Tender forms, plans, specification, and schedule of quantities	27th July	Sec., P.W.D., Pretoria; Dist. Engr., P.W.D., Pretoria	The Chairman, Transvaal Provincial Tender Board, P.O. Box 1040, Pretoria	15th August.
✱One Push-button Electric Lift for Johannesburg Hospital	Johannesburg	"	3rd August	Sec., P.W.D., Pretoria; Dist. Engr., P.W.D., Johannesburg	"	3rd October.

A deposit of £2, either in cash, deposit receipt, or bank-initialed cheque, must be paid on each service, which will be refunded provided a bona fide tender is submitted and plans and specifications returned to Public Works Department.

A separate tender must be submitted for each work and must be superscribed with the name of service to which it refers.

All tenders must be on the Departmental Tender Forms, and must be duly filled up and completed in all particulars.

The Board does not bind itself to accept the lowest or any tender.

Provincial Secretary's Office, Pretoria.

A. TILLEY,
Chairman, Transvaal Provincial Tender Board.

KENNISGEVING AAN AANNEMERS.

Getekende en Verzegelde Tenders worden hierbij gevraagd voor de ondergenoemde diensten in de Provincie Transvaal :—

DIENST.	Distrikt.	Beschikbare Dokumenten.	Datum waarop Dokumenten verkrijgbaar zijn.	Waar verkrijgbaar.	Tenders te worden geadresseerd aan.	Tenders vervallen vóór of op Middag op.
			1923			
Type School (baksteen) voor 96 leerlingen te Knoppieslaagte No. 140, Distrikt Pretoria	Pretoria	Tendervormen, plannen, bestekken en lijsten van hoeveelheden	27 Julie	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Pretoria	De Voorzitter, Transvaal Provinciale Tenderkommissie; Postbus 1040, Pretoria	15 Aug.
✱Automaties met drukknop-kontrole Elektriese Lift voor Johannesburg Hospitaal	Johannesburg	"	3 Augustus	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Johannesburg	"	3 Okt.

Een deposito van £2, of in kontant geld, inlage-kwitantie of cheque door de bank geparafeerd, moet op elke dienst worden betaald, die terugbetaald zal worden, mits een bona fide tender ingediend wordt en plannen en bestekken aan het Departement van Publieke Werken teruggezonden worden.

Een afzonderlike tender moet voor elk werk worden ingediend en moet tot opschrift hebben de naam van de dienst waarop zij betrekking heeft.

Alle tenders moeten op de tendervorm van het Departement zijn en moeten behoorlik ingevuld en in alle biezonderheden voltooid worden.

De kommissie verbindt zich niet de laagste of enige tender aan te nemen.

Kantoor van de Provinciale Sekretaris, Pretoria.

A. TILLEY,
Voorzitter van de Transvaal Provinciale Tenderkommissie.

NOTICE TO CONTRACTORS.

Signed and Sealed Tenders are hereby invited for the following services in the Province of Natal, viz. :—

SERVICE.	District.	Documents available, also nature and amount of security.	Date on which Documents are available.	Where obtainable.	Tenders to be Addressed to.	Tenders due at or before Noon on.
			1923.			1923.
Umkomaas River Bridge, Road No. 27, Nottingham Road to Himeville Underberg and Impendhle Divisions	Natal Province	Tender forms, plans, specifications, and schedule of quantities; security, 10 per cent. cash deposit or two approved sureties	20th July	Sec., P.W.D., Pretoria; Dist. Engr., P.W.D., Pietermaritzburg	The Chairman, Natal Provincial Tender Board, P.O. Box 358, Pietermaritzburg	8th Aug.
Loteni River Bridge, Road No. 27, Nottingham Road to Himeville Farms, Snow Top, Impendhle Division	"	" "	"	" " "	" "	"
Mkomazana River Bridge, Road No. 27, Nottingham Road to Himeville Farms F.P. No. 368 and 79, Underberg Division	"	" "	"	" " "	" "	"
Nzinga River Bridge, Road No. 127, Impendhle to Himeville Native Location, Impendhle Division	"	" "	"	" " "	" "	"
Myezane River Bridge No. 2, Road No. 51, Ginginhlovo to Empangeni, Umlalazi Division	"	" "	"	" " "	" "	"
Umzimai River Bridge, Road No. 3, Durban to Port Shepstone, Umzinto Division	"	" "	"	" " "	" "	"
Zandspruit Bridge, Road No. 272, Hatting Spruit to Styls Drift Farm, St. George, Dundee Division	"	" "	"	" " "	" "	"
✱Supply and delivery of 150 foot Steel Bridge Span at Besters Siding	Klip River	" "	3rd August	Sec., P.W.D., Pretoria; District Engineer, P.W.D., Ladysmith	" "	5th Sept.

A deposit of £2, either in cash, deposit receipt, or bank-initialed cheque, must be paid on each service, which will be refunded provided a bona fide tender is submitted and plans and specifications returned to Public Works Department.

A separate tender must be submitted for each work, and must be superscribed with the name of service to which it refers, together with tenderer's name and address.

All tenders must be on the Departmental Tender Forms, and must be duly filled up and completed in all particulars, and submitted in duplicate. The Provincial Administration does not bind itself to accept the lowest or any tender.

Any informalities in the tender may render it liable to rejection.

Provincial Secretary's Office, Pietermaritzburg.

J. M. HERSHENSOHNN,
Provincial Secretary, Natal Province.

KENNISGEVING AAN AANNEMERS.

Getekende en Verzegelde Tenders worden hierbij gevraagd voor de ondergenoemde diensten in de Provincie Natal :—

DIENST.	Distrikt.	Beschikbare Dokumenten, alsook aard en bedrag van waarborg.	Datum waarop Dokumenten verkrijgbaar zijn.	Waar verkrijgbaar.	Tenders te worden geadresseerd aan.	Tenders vervallen vóór of op middag op.
Brug over de Umkomaas-rivier, Weg No. 27, Nottingham Road naar Himeville, Afdelingen Underberg en Impendhle	Provincie Natal	Tendervormen, plannen, bestekken en lijsten van hoeveelheden; sekuriteit, 10 percent kontant deposito of twee goedgekeurde waarborgen	1923. 20 Julie	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Pietermaritzburg	De Voorzitter, Natal Provinciale Tenderkommissie, Postbus 358, Pietermaritzburg	1923. 8 Aug.
Brug over de Lotenirivier, Weg No. 27, Nottingham Road naar Himeville Plaats Snow Top, Afdeling Impendhle	"	" "	"	" " "	" "	"
Brug over de Mkomazana-rivier, Weg No. 27, Nottingham Road naar Himeville Plaats F.P. No. 368 en F.P. No. 79, Afdeling Underberg	"	" "	"	" " "	" "	"
Brug over de Mzingarivier, Weg No. 127, Impendhle naar Himeville Naturelle-lokatie, Afdeling Impendhle	"	" "	"	" " "	" "	"
Brug over de Myezane-rivier, Weg No. 51, Ginginhlovo naar Empangeni, Afdeling Umhlalazi	"	" "	"	" " "	" "	"
Brug over de Umzimai-rivier, Weg No. 3, Durban naar Port Shepstone, Afdeling Umzinto	"	" "	"	" " "	" "	"
Brug over Sandspruit, Weg No. 272, Hattingspruit naar Styls Drift, Plaats St. George, Afdeling Dundee	"	" "	"	" " "	" "	"
Verschaffen en afleveren van 150 voet Stalen Brug-spanning te Besters Siding	Klip River	" "	3 Aug.	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Ladysmith	" "	5 Sept.

Een deposito van £2 in kontant geld, inlage-kwitantie of cheque door de bank geparafeerd, moet op elke dienst worden betaald, die terugbetaald zal worden, mits een bona fide tender ingediend wordt, en plannen en bestekken aan het Departement van Publieke Werken teruggezonden worden.

Een afzonderlike tender moet voor elk werk worden ingediend en moet tot opschrift hebben de naam van de dienst waarop hij betrekking heeft, te zamen met naam en adres van de inschrijver.

Alle tenders moeten op de tendervorm van het Departement zijn en moeten behoorlik ingevuld en in alle biezonderheden voltooid worden, en mooten in duplikaat worden ingediend.

De Provinciale Administratie verbindt zich niet de laagste of enige tender aan te nemen.

Enige onregelmatigheden in de tender mag deze aan afkeuring onderwerpen.

Kantoor van de Provinciale Sekretaris, Pietermaritzburg.

J. M. HERSHENSOHNN,
Provinciale Sekretaris, Provincie Natal.

NOTICE TO CONTRACTORS.

Signed and Sealed Tenders are hereby invited for the following services in the Orange Free State Province, viz. :—

SERVICE.	District.	Documents available.	Date on which Documents available.	Where obtainable.	Tenders to be addressed to.	Tenders due at or before Noon on.
Additions to School at Marquard	Bloemfontein	Tender forms, plans, and specfication	1923. 20th July	Sec., P.W.D., Pretoria; Dist. Engr., P.W.D., Bloemfontein	The Chairman of the Provincial Tender Board, Provincial Secretary's Office, Bloemfontein	1923. 15th Aug.

A deposit of £2, either in cash, deposit receipt, or bank-initialed cheque, must be paid on each service, which will be refunded provided a bona fide tender is submitted and plans and specifications returned to Public Works Department.

A separate tender must be submitted for each work, and the envelope containing the tender must be superscribed with the name and address of the tenderer as well as with the name of the service to which the tender refers.

All tenders must be on the Departmental Tender Forms, and must be duly filled up and completed in all particulars.

The Board does not bind itself to accept the lowest or any tender.

CHARLES MURRAY,
Secretary for Public Works.

KENNISGEVING AAN AANNEMERS.

Getekende en Verzegelde Tenders worden hierbij gevraagd voor de ondergenoemde diensten in de Provincie Oranje Vrijstaat :—

DIENST.	Distrikt.	Beschikbare dokumenten.	Datum waarop Dokumenten verkrijgbaar zijn.	Waar verkrijgbaar.	Tenders te worden geadresseerd aan.	Tenders. vervallen vóór of op Middag op
Aanbouw aan School te Marquard	Bloemfontein	Tendervormen, plannen en bestekken	1923. 20 Julie	Sekr., D.P.W., Pretoria; Dist. Ingr., D.P.W., Bloemfontein	De Voorzitter van de Provinciale Tenderkommissie, kantoor van de Provinciale Sekretaris, Bloemfontein	1923. 15 Aug.

Een deposito van £2 in kontant geld, inlage-kwitantie of cheque door de bank geparafeerd, moet op elke dienst worden betaald, die terugbetaald zal worden, mits een bona fide tender ingediend wordt en plannen en bestekken aan het Departement van Publieke Werken teruggezonden worden.

Een afzonderlike tender moet voor elk werk worden ingediend en de envelop bevattende de tender moet tot opschrift hebben de naam en het adres van de tenderaar benevens de naam van het werk waarnaar de tender verwijst.

Alle tenders moeten op de tendervorm van het Departement zijn en moeten behoorlik ingevuld en in alle biezonderheden voltooid worden.

De kommissie verbindt zich niet de laagste of enige tender aan te nemen,

CHARLES MURRAY,
Sekretaris voor Publieke Werken.

TENDERS FOR POSTS.

Tenders are being invited for the conveyance of the following posts.

E. STURMAN,
Postmaster-General.

General Post Office, Pretoria.

Service.	Period of Contract.	Tender Forms and further Particulars obtainable from.
Between the Post Offices, Kearsney and Mapumulo	1st September, 1923, to 31st March, 1926	The Secretary, General Post Office, Pretoria.
No satisfactory tender having been received, tenders are again invited for the conveyance of mails between the Post Offices, Dordrecht and Flaauwkraal, via Zwempoort and Lafkraans, twice a week each way, and between the Post Offices, Flaauwkraal and Roodenek, twice a week each way	10th August, 1923, to the 31st March, 1926	The Assistant Secretary, General Post Office, Capetown; the Surveyor of Posts, Eastern District, Port Elizabeth; the Postmasters at the offices mentioned.

DEPARTMENT OF POSTS AND TELEGRAPHS.

TENDER FOR TELEPHONE SILENCE CABINETS.

Tenders are hereby invited for the supply of the undermentioned services to the Department of Posts and Telegraphs.

Signed and sealed tenders, on the official form, superscribed "Tender for the supply of Telephone Silence Cabinets," must be addressed to the Chairman of the Union Tender Board, Union Buildings, Pretoria, and must be in his hands by 3 o'clock on Wednesday, the 1st August, 1923:—

35 Telephone Cabinets, Beaver Board, as per specification No. 33 and Drawing No. 132.

Quotations must be per each f.o.r. Pietermaritzburg, and the date of delivery should be stated. The cost of packing each beaverboard cabinet as per specification should be shown separately.

Drawings and specifications may be viewed and forms of tender and any further particulars may be obtained upon application to the Controller of Post Office Stores, Room 62, Palace of Justice, Pretoria; District Stores Clerks, Capetown, Port Elizabeth, East London, Pietermaritzburg, Bloemfontein, Johannesburg; and the Postmaster, Durban.

Tenderers may obtain copies of the above drawings on application at the offices mentioned on payment of ten shillings per drawing, which amount will be refunded on receipt of a bona fide tender and provided the drawing is returned within one month after the date appointed for the return of tenders.

The Board reserves the right of accepting any portion of a tender without the whole, and does not bind itself to accept the lowest or any tender, and all tenderers are bound by the conditions on the official tender form.

F. W. KNIGHTLY,
Chairman of the Tender Board.

Pretoria, 13th July, 1923.

TENDERS FOR CUTTING, MAKING, AND TRIMMING OF UNIFORMS.

Tenders are hereby invited for the Cutting, Making, and Trimming of Uniforms for the Government of the Union of South Africa during the period 1st January, 1924, to 31st December, 1926.

Signed and sealed tenders on the official form, superscribed "Tender for Cutting, Making, and Trimming of Uniforms," must be addressed to the Chairman of the Union Tender Board, Union Buildings, Pretoria, and must be in his hands by 3 p.m. on Wednesday, the 12th day of September, 1923.

Tender forms, conditions of contract, and any further particulars, may be obtained upon application to the Government Buyer, 345A Skinner Street (P.O. Box 371), Pretoria.

The Board reserves to itself the right to accept any portion of a tender without the whole, and does not bind itself to accept the lowest or any tender, and all tenderers are bound by the conditions on the official tender form.

F. W. KNIGHTLY,
Chairman of the Union Tender Board.

20th July, 1923.

SOUTH AFRICAN RAILWAYS AND HARBOURS.

✱ TENDERS FOR BOILER TUBES.

Tenders will be received by the Secretary to the Tender Board, S.A.R. Headquarter Offices, Johannesburg, not later than noon on Monday, 15th October, 1923, for the supply of—

Brass Boiler Tubes;
Charcoal Iron Boiler Tubes;
Steel Boiler Tubes;
Super-heater Flue Tubes.

Forms of tender, together with full particulars, can be obtained from the Railway Stores, Capetown, Port Elizabeth, East London, Bloemfontein, Durban, Pretoria, and the Office of the Chief Railway Storekeeper, Park Station Chambers, Johannesburg.

The lowest or any tender not necessarily accepted.

Johannesburg, 18th July, 1923.

TENDERS VOOR POSTEN.

Tenders worden gevraagd voor het vervoer van de benedenvermelde posten.

E. STURMAN,
Postmeester-generaal.

Hoofdpostkantoor, Pretoria.

Dienst.	Tijdperk van Kontrakt.	Tendervormen en nadere Biezonderheden verkrijgbaar van.
Tussen die Poskantoren Kearsney en Mapumulo	1 September 1923 tot 31 Maart 1926	De Sekretaris, Hoofdpostkantoor, Pretoria.
Daar geen bevredigende tender is ingekomen worden tenders opnieuw gevraagd voor het vervoer van posten tussen de Postkantoren Dordrecht en Flaauwkraal, via Zwempoort en Lafkrans, tweemaal per week, heen en terug, en tussen de Postkantoren Flaauwkraal en Roodenek, tweemaal per week, heen en terug	10 Augustus 1923 tot 31 Maart 1926	De Assistent Sekretaris, Hoofdpostkantoor, Kaapstad; De Surveyor van Posterijen, Oostelik Distrikt, Port Elizabeth; de Postmeesters van de vermelde kantoren.

DEPARTEMENT VAN POSTERYE EN TELEGRAFIE.

TENDER VIR TELEFOONSPREEKSELLE.

Tenders word hiermee gevra vir die lewering van die ondergenoemde artiekels aan die Departement van Posterye en Telegrafie.

Getekende en verseëlde tenders op die offisiële vorm onder die opskrif "Tender vir die lewering van Telefoonspreekselle," moet geadresseer word aan die Voorsitter van die Unie-tenderkommissie, Unie-gebou, Pretoria, en moet in sy hande wees om 3 n.m., op Woensdag, 1 Augustus 1923:—

35 Telefoonspreekselle, Beaver Board, volgens spesifikasie No. 33 en tekening No. 132.

Prysopgawes moet wees per elk v.o.s. Pietermaritzburg en die datum van aflewering moet vermeld word. Die koste van verpakking van elke beaver board sel, volgens spesifikasie, moet afsonderlik opgegee word.

Die tekening en spesifikasie kan op aanvraag besien en tendervorme en enige nadere besonderhede verkry word by die Kontroleur van Posvoorrade, Kamer 62, Paleis van Justiesie, Pretoria; Distriksmagasynklerke, Kaapstad, Port Elizabeth, Ooslonden, Pietermaritzburg, Bloemfontein, Johannesburg en die Posmeester, Durban.

Tenderaars kan kopies van bogenoemde tekening op aanvraag verkry by die genoemde kantore teen betaling van tien shillings per tekening. Hierdie bedrag word terugbetaal by ontvangs van 'n bona fide tender en mits die tekening teruggestuur word binne een maand na die datum vasgestel vir die terugsending van tenders.

Die kommissie behou die reg om enige gedeelte van 'n tender aan te neem sonder die geheel en verbind sig nie om die laagste of enige tender aan te neem nie, en alle tenderaars is gebind deur die voorwaardes vermeld op die offisiële tendervorm.

F. W. KNIGHTLY,
Voorsitter van die Unie-tenderkommissie.

Pretoria, 13 Julie 1923.

TENDERS VIR SNY, MAAK EN OPMAAK VAN UNIFORMS.

Tenders word hiermee gevra vir die Sny, Maak en Opmaak van Uniforms vir die Goewerment van die Unie van Suidafrika gedurende die tydperk 1 Januarie 1924 tot 31 Desember 1926.

Getekende en verseëlde tenders op die offisiële vorm, onder die opskrif "Tender vir Sny, Maak en Opmaak van Uniforms," moet geadresseer word aan die Voorsitter van die Unie-tenderkommissie, Unie-gebou, Pretoria, en moet in sy hande wees om 3 uur n.m., op Woensdag, die 12de dag van September 1923.

Tendervorms, voorwaardes van kontrak en enige verder besonderhede kan verkry word op aanvraag by die Goewermentskoper, 345A Skinnerstraat (Posbus 371), Pretoria.

Die Kommissie behou vir hulleself die reg voor om enige gedeelte van 'n tender sonder die hele aan te neem en verbind hulle nie om die laagste of enige tender aan te neem nie, en al die tenderaars word verbind aan die voorwaardes op die offisiële tendervorm.

F. W. KNIGHTLY,
Voorsitter van die Unie-tenderkommissie.

20 Julie 1923.

SUIDAFRIKAANSE SPOORWEE EN HAWENS.

✲ TENDERS VIE DIE LEWERING VAN STOOMKETELBUISE.

Tenders sal deur die Sekretaris van die Tenderraad, S.A.S. Hoofkantore, Johannesburg, ingewag word, nie later dan die middag van 15de Oktober 1923, vir die lewering van—

Houtskool Yser Staal en Koper Stoomketelbuise.

Tendervorms tesame met volle besonderhede kan op aansoek verkry word by die Spoorweg Magasynmeester, Kaapstad, Uitenhage, Ooslonden, Durban, Bloemfontein en Pretoria, en die Hoof Spoorwegmagasynmeester, Park Station Chambers, Johannesburg.

Die laagste of wel enige tender sal nie noodsakelikerwyse aangeneem word nie.

Johannesburg, 18 Julie 1923. 8207—27

✱ TENDER FOR STORES.

Tenders will be received by the Secretary to the Tender Board, South African Railways, Headquarter Offices, Johannesburg, not later than noon on Monday, 13th August, 1923, for the supply of—

Cigarettes, Tobacco, Cigars, etc.

Forms of tender, together with full particulars, may be obtained from the Railway Stores, Capetown, Port Elizabeth, East London, Durban, Bloemfontein; the Office of the Chief Railway Storekeeper, Park Station Chambers, Johannesburg; and the Town Agent, Johannesburg.

The Administration does not bind itself to accept the lowest or any tender.

W. W. HOY,
General Manager.

Johannesburg, 20th July, 1923.

✱ TENDERS VIR VOORRAAD.

Tenders sal deur die Sekretaris van die Tenderraad, Suidafrikaanse Spoorweë, Hoofkantore, Johannesburg, ingewag word, nie later dan die middag van Maandag, 13 Augustus 1923, vir die lewering van—

Sigarette, Tabak, Sigare, ens.

Tendervorms, tesame met volle besonderhede kan verkry word by die Spoorwegmagasyne, Kaapstad, Port Elizabeth, Ooslonden, Durban, Bloemfontein; die Kantoor van die Hoofspoorwegmagasynmeester, Park Station Chambers, Johannesburg, en die Stadagent, Johannesburg.

Die Administrasie verbind sig nie om die laagste of enige tender te aanvaar nie.

W. W. HOY,
Algemene Bestuurder.

Johannesburg, 20 Julie 1923. 8247—27

DEPARTMENT OF PUBLIC HEALTH.

TUBERCULOSIS SANATORIUM, NELSPOORT, BEAUFORT WEST DISTRICT.

APPOINTMENT OF MATRON.

Applications are invited for the post of Matron at the Tuberculosis Sanatorium, Nelspoort.

Salary at the rate of £195 per annum, plus free quarters, rations, fuel, light, washing, and attendance. Uniform allowance at the rate of £12 per annum. Appointment will be on a temporary basis, subject to three months' notice on either side.

Applications, accompanied by particulars as to age, conjugal condition, qualifications, experience, present and previous appointments, knowledge of the two official languages, and date on which duty could be assumed (not earlier than 1st November), should be addressed to the Acting Secretary for Public Health, Union Buildings, Pretoria, so as to reach him not later than 31st July, 1923. Testimonials may be submitted.

The selected candidate will be required to produce evidence of freedom from any disease or physical defect which would render her unable to give satisfactory service.

DEPARTEMENT VAN VOLKSGESONDHEID.

TUBERCULOSE SANATARIUM, NELSPOORT, DISTRIK BEAUFORT WES.

AANSTELLING VAN MATRONE.

Applikasies word uitgenodig vir die pos van Matrone aan die Tuberculose-sanatarium, Nelspoort.

Salaris tegen £195 per jaar, plus vrye woning, rantsoen, brandstof, lig, bewassing en bediening. Uniformtoelaag teen £12 per jaar. Aanstelling geskied op 'n tydelike basis en is onderworpe aan drie maande kennisgewing wedersyds.

Applikasies vergesel van besonderhede wat betref ouderdom, huwelikstaat, kwalifikasies, ondervinding, teenswoordige en vorige betrekkings, kennis van die twee offisiële tale en die datum waarop werksaamhede kan aanvaar word (maar nie voor 1 November nie), moet gestuur word aan die Waarnemende Sekretaris vir Volksgesondheid, Uniegebou, Pretoria, sodat dit hom nie later as 31 Julie 1923, bereik nie. Getuigskrifte kan saam gestuur word.

Die gekose kandidaat sal vereis word bewys te lewer van vryheid van enige siekte of liggaamlike gebrek wat dit vir haar onmoontlik sou maak om haar pligte op bevredigende wyse te vervul.

TRANSVAAL GOVERNMENT PUBLICATIONS.

Copies of the following publications may be obtained from the Keeper of Archives, Union Buildings, Pretoria, at the prices mentioned :—

Staatskoeranten of the years 1892–1898 . .	£1 per volume or volumes per year.
Indexes in 3 volumes—viz., 1857–1870, 1871–1880, and 1881–1890 .	5/- per volume.
Eerste Volksraads Notulen, 1891–1898	10/- per volume.
Tweede Volksraads Notulen, 1891–1898	10/- per volume.
Locale Wetten, 1890–1899	5/- per volume per year.
Staats-Almanakken, 1897–1899	5/- per volume.
Jorissen's Codex	5/- per volume.

TRANSVAAL GOEVERNEMENTSPUBLIKATIES.

Afdrukken van de volgende publikaties zijn verkrijgbaar bij de Archivaris, Unie-gebouw, Pretoria tegen de ondergenoemde prijzen :—

Staatskoeranten van de jaren 1892–1898 . .	£1 per deel of delen per jaar.
Indexes in 3 delen—nl. 1857–1870, 1871–1880 en 1881–1890 . .	5/- per deel.
Eerste Volksraadsnotulen, 1891–1898	10/- per deel.
Tweede Volksraadsnotulen, 1891–1898	10/- per deel.
Lokale Wetten, 1890–1899	5/- per deel per jaar.
Staats-Almanakken, 1897–1899	5/- per deel.
Jorissen's Codex	5/- per deel.

STATEMENT SHOWING THE APPROXIMATE EARNINGS FOR WEEK ENDED 14TH JULY, 1923.—*STAAT AANGEWENDE DIE VERDIENSTES BY BENADERING VIR WEEK GEËINDIG 14 JULIE 1923.*

HEADS.—*HOOFDE.*	Weekly Estimate. *Wekelikse Begroting.*	Week ended 14/7/23. *Week geëindig* 14/7/23	Increase or Decrease on Estimate. *Toename of Afname op Begroting.*	Corresponding Week, 1922. *Ooreenstemmende Week* 1922.	PREVIOUS EIGHT WEEKS.—*VORIGE AG WEKE.* 7/7/23	30/6/23	23/6/23	16/6/23	9/6/23	2/6/23	26/5/23	19/5/23	Total to date from 1st April. *Totaal tot datum vanaf 1 April.* Estimate. *Begroting.*	This Year. *Hierdie Jaar.*	Increase or Decrease on Estimate. *Toename of Afname op Begroting.*	Last Year. *Verlede Jaar.*	Average to Date. *Gemiddeld op Hede.* Estimate *Begroting.*	This Year. *Hierdie Jaar.*	Increase or Decrease. *Toename of Afname.*
RAILWAYS—*SPOORWEE.*	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£	£
Passengers—*Reisigers*	98,900	91,371	— 7,529	89,786	127,944	114,333	87,866	75,509	88,574	99,594	78,072	77,716	1,483,500	1,412,723	— 70,777	1,567,214	98,900	94,181	— 4,719
Parcels—*Pakkette*	10,900	10,142	— 758	11,114	11,211	11,542	10,509	10,609	10,920	10,461	10,470	10,964	163,500	160,766	— 2,734	164,872	10,900	10,718	— 182
Goods—*Goedere*	186,550	209,342	+ 22,792	194,783	197,514	194,059	204,773	201,847	193,754	186,358	187,078	196,936	2,798,250	2,928,982	+ 130,732	2,590,061	186,550	195,266	+ 8,716
Coal—*Steenkool*	65,700	79,275	+ 13,575	74,931	66,394	78,077	74,531	76,334	70,204	73,479	74,637	83,359	985,500	1,116,832	+ 131,332	979,887	65,700	74,455	+ 8,755
Live Stock—*Lewende Hawe*	12,530	10,797	— 1,733	13,593	11,668	11,746	11,208	13,196	12,828	11,894	10,591	12,656	187,950	167,832	— 20,118	218,222	12,530	11,189	— 1,341
Miscellaneous—*Diverse*	13,420	14,531	+ 1,111	14,491	16,711	13,995	12,289	12,597	13,662	13,610	11,549	11,318	201,300	200,262	— 1,038	211,063	13,420	13,351	— 69
Total—*Totaal* ... £	388,000	415,458	+ 27,458	398,698	431,442	423,752	400,976	390,092	389,942	395,396	372,397	392,949	5,820,000	5,987,397	+ 167,397	5,731,319	388,000	399,160	+ 11,160
Miles Open—*Ope Myle*	—	10,991	—	10,991															
HARBOURS—*HAWENS.*																			
Dues on Ships—*Verskuldig deur Skepe*	2,960	3,884	+ 924	3,271	3,481	3,320	2,696	4,092	3,199	3,474	3,744	3,823	44,400	53,287	+ 8,887	42,946	2,960	3,552	+ 592
Dues on Goods and Live Stock—*Verskuldig op Goedere en Lewende Hawe*	11,550	10,194	— 1,356	9,677	13,942	12,259	13,275	11,976	12,700	11,574	12,641	13,607	173,250	195,244	+ 21,994	157,065	11,550	13,016	+ 1,466
Water—*Water*	360	5,299	+ 4,939	224	453	263	304	390	473	538	383	263	5,400	10,694	+ 5,294	5,155	360	713	+ 353
Tugs and Lighters—*Sleepbote en Ligters*	2,450	1,604	— 846	1,744	2,425	2,378	1,659	2,081	2,395	2,232	2,354	2,612	36,750	39,420	+ 2,670	33,037	2,450	2,628	+ 178
Charges—Landing, Shipping, and Transhipping ...	535	489	— 46	234	36	86	124	229	63	116	149	400	8,025	4,748	— 3,277	8,010	535	317	— 218
Kosten—Lande, Inskepe en Oorskepe																			
Cranage—*Kraangeld*	930	1,093	+ 163	876	1,195	1,099	1,036	1,054	641	990	924	1,137	13,950	14,984	+ 1,034	13,449	930	999	+ 69
Dry Docks and Slips—*Droëdokke en Sleephellinge* ...	375	254	— 121	566	43	240	305	537	321	76	592	590	5,625	4,643	— 982	6,260	375	309	— 66
Coaling Apparatus—*Koolladingstoestelle*	1,605	2,734	+ 1,129	1,364	2,046	1,578	2,578	2,160	1,506	2,195	1,225	2,985	24,075	35,309	+ 11,234	26,674	1,605	2,354	+ 749
Rents—*Huurgeld*	68	369	+ 301	51	423	122	109	108	116	108	107	112	1,020	2,245	+ 1,225	1,474	68	150	+ 82
Miscellaneous—*Diverse*	367	424	+ 57	322	420	612	495	552	510	533	431	548	5,505	8,036	+ 2,531	6,435	367	536	+ 169
Total—*Totaal* ... £	21,200	26,344	+ 5,144	18,329	24,464	21,957	22,581	23,179	21,924	21,836	22,550	26,077	318,000	368,610	+ 50,610	300,505	21,200	24,574	+ 3,374

Accounting Office, Johannesburg, 17th July, 1923.
Kantoor van Rekenpligtig Beheer, Johannesburg, 17 Julie 1923

G. A. REID, { Chief Accountant. *Hoofboekhouder.*

UNION OF SOUTH AFRICA.

FURTHER ISSUE OF

5% LOCAL REGISTERED STOCK, 1929-39

Issue Price, £100 per cent.

Purposes: For the purpose of Railway and Harbour and other Public Works in the Union and for the redemption of Union of South Africa 5 per cent. (tax free) Local Registered Stock, 1921–36.

Subscription Lists will be opened on the 1st June, 1923, **and will be closed on the 1st December, 1923.**

The Prospectus, together with form of application giving full information, is obtainable from any Civil Commissioner, Receiver of Revenue, or Money Order and Savings Bank Office within the Union, and from the Treasury, Pretoria, or from the sub-office of the Treasury, Capetown.

Period of Loan: Principal repayable at par on the 15th March, 1939, but the Government has the option to redeem the stock at par on or after the 15th March, 1929, subject to six months' notice having been given.

Interest will be payable half-yearly on the 15th March and the 15th September. Interest will be paid from the date of receipt to the 15th September in respect of the deposit and instalments of subscriptions which are paid in full by the 15th August. Interest upon the deposit and instalments of subscriptions not fully paid by the 15th August will be paid on the 15th March, 1924.

Applications must be for not less than FIVE POUNDS and may be for multiples of ONE POUND in excess of that amount.

Payment: On application 5 per cent. or more of the nominal value of the amount of stock applied for and the balance on or before the 31st December, 1923, in one or more instalments and on such date or dates as the subscriber may elect.

Five per cent. (tax free) Local Registered Stock, 1921–36, may be converted into stock of this issue. Full details of terms and conditions are contained in the Prospectus.

Union Treasury Bills, 6 per cent. Local Registered Stock, 1927–32, and Cape of Good Hope 5 per cent. Stock or Perpetual Annuities will also be accepted as the equivalent of cash at their face value in subscribing to this issue.

Transfer of the stock, free of stamp duty, will be effected by deed registered in the books of the Treasury at Pretoria.

Commission at one-quarter per cent. will be paid to Banks, Brokers, and recognized Financial Agents in respect of applications which bear their stamp and on conversions of 5 per cent. (tax free) Local Registered Stock, 1921–36. But commission will not be payable on conversion of Treasury Bills, 6 per cent. Local Registered Stock, 1927–32, or Cape of Good Hope 5 per cent. Stock (Perpetual Annuities).

UNIE VAN ZUID-AFRIKA.

VERDERE UITGIFTE VAN

5% PLAATSELIKE GEREGISTREERDE FONDSEN, 1929-39.

Prijs van Uitgifte, £100 percent.

Doeleinden: Voor het doel van Spoorweg en Haven en andere publieke werken in de Unie en ter aflossing van Unie van Zuid-Afrika vijf percent (vrijgesteld van belasting) Plaatselike Geregistreerde Fondsen, 1921–36.

Inschrijvingslijsten worden geopend op 1 Junie 1923 **en worden gesloten op 1 Desember 1923.**

Het Prospektus, te zamen met het applikatie-formulier, waarin volledige biezonderheden gegeven worden, is verkrijgbaar bij alle Civiele Kommissarissen, Ontvangers van Inkomsten of Postwissel- en Spaarbankkantoren in de Unie en bij de Thesaurie, Pretoria, of het bijkantoor van de Thesaurie te Kaapstad.

Tijdsduur van Lening: Kapitaal terugbetaalbaar tegen pari op 15 Maart 1939, doch de Regering behoudt zich het recht voor om de effekten tegen pari af te lossen op of na 15 Maart 1929, na een kennisgeving van zes maanden.

Rente wordt halfjaarliks betaald op 15 Maart en 15 September. Rente wordt betaald van de datum van ontvangst tot 15 September ten aanzien van het deposito en de termijnbetalingen van inschrijvingen welke op 15 Augustus ten volle betaald zijn. Rente op het deposito en termijnbetalingen van inschrijvingen niet ten volle betaald op 15 Augustus wordt op 15 Maart 1924 betaald.

Aanvragen kunnen niet voor minder dan VIJF PONDEN gedaan worden en boven dat bedrag mag voor veelvouden van EEN POND worden ingeschreven.

Betaling: Bij aanvraag vijf percent of meer van de nominale waarde van het bedrag van de fondsen waarom gevraagd is en het saldo op of vóór 31 Desember 1923, in een of meer termijnbetalingen op zodanige datum of datums als de inschrijver mocht verkiezen.

Vijf percent (vrijgesteld van belasting) Plaatselik Geregistreerde Fondsen, 1921–36, mogen ingewisseld worden voor effekten van deze uitgifte. Volledige bijzonderheden van termen en voorwaarden worden gegeven in het prospektus.

Unie Schatkistbiljetten, zes percent Plaatselik Geregistreerde Fondsen, 1927–32, en Kaap de Goede Hoop vijf percent Fondsen of Perpetuele Annuïteiten worden eveneens tot de daarop aangegeven waarde bij een inschrijving voor deze uitgiften in plaats van kontant aangenomen.

Overdracht van de Fondsen, vrij van zegelbelasting, geschiedt bij akte geregistreerd in de boeken van de Thesaurie te Pretoria,

Kommissieloon tegen een kwart percent wordt betaald aan Banken, Effektemakelaars en erkende Financiële Agenten ten aanzien van aanvragen welke hun stempel dragen en op konversies van vijf percent (vrij van belasting) Plaatselik Geregistreerde Fondsen, 1921–36. Geen kommissieloon wordt betaald op konversies van Schatkistbiljetten, zes percent Plaatselik Geregistreerde Fondsen, 1927–32, of Kaap de Goede Hoop vijf percent Fondsen (Perpetuele Annuïteiten).

Printed and Published at the Government Printing and Stationery Office, Pretoria.

ADVERTISEMENTS.

PATENT OFFICE.

OFFICIAL NOTICES OF PROCEEDINGS UNDER THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916, FOR THE WEEK ENDED 21ST JULY, 1923.

Note.—The Patent Office does not guarantee the accuracy of its publications or undertake any responsibility for errors or omissions or their consequences.

OKTROOIKANTOOR.

OFFICIËLE KENNISGEVINGEN VAN ZAKEN BEHANDELD ONDER DE PATENTEN, MODELLEN, HANDELSMERKEN EN AUTEURSRECHT WET, 1916, VOOR DE WEEK EINDIGENDE 21 JULIE 1923.

Het Oktrooikantoor kan de juistheid van zijn mededelingen niet waarborgen of enige aansprakelikheid aanvaarden voor onjuistheden of weglatingen of de gevolgen daarvan.

APPLICATIONS FOR LETTERS PATENT.—*APPLIKATIES VOOR OKTROOIBRIEVEN.*

No. *No.*	Date of Application. *Datum van Applikatie.*	Name of Applicant. *Naam van Applikant.*	Address. *Adres.*	Title of Invention. *Aard van Uitvinding.*	Form of Specification. *Datum van Specifikatie.*
675	14/7/23	(1) Rene de Sarigny (2) Alfred Segal	Chiappini Chambers, St. George's Street, Capetown 5 Prince Street, Capetown	A new or improved method and apparatus for the distillation of alcohol spirit and ethers	Provisional
676	16/7/23	Edgar Arthur Ashcroft	32A Liverpool Street, in the City of London, England, and of Waye, near Ashburton, South Devon, England	Improvements in the treatment of zinc lead sulphide ores, mattes, and the like	Complete
677	16/7/23	Edgar Arthur Ashcroft	32A Liverpool Street, in the City of London, England, and of Waye, near Ashburton, South Devon, England	Improvements in the treatment of zinc lead sulphide ores, mattes, and the like	Complete
678	18/7/23	H. Ross	50 Pall Mall, London	Improvements in reservoir pens	Provisional
679	18/7/23	William Griffith Williams	Box 3146, Johannesburg	Improvements in apparatus or plant applicable for classifying or grading and concentrating crushed ore products and loose alluvial metalliferous and other fragmentary or granular materials	Provisional
680	18/7/23	Armour Hall	Ussher Industrial Sites, Booysens Road, Johannesburg	Improvements in nuts, bolts, and the like	Provisional
681	18/7/23	(1) Albert Edward Hubbard (2) Charles Herbert Brooks (3) William Stringer	(1) 219 Hinckley Road, Leicester, England (2) 52 Sydney Road, Leicester, England (3) 8 Paton Street, Leicester, England	Improvements in or relating to stoves or the like for heating hand-tools	Complete
682	18/7/23	Goodman Manufacturing Co.	4834 South Halsted Street, in the City of Chicago, County of Cook, State of Illinois, U.S.A.	Apparatus for handling loose materials	Complete
683	18/7/23	Metropolitan-Vickers Electrical Co., Ltd.	4 Central Buildings, Westminster, London, England	Improvements in control systems for dynamo electric systems	Complete
684	18/7/23	The Governors of the University of Toronto	City of Toronto, in the County of York, Province of Ontario, Canada	A product obtainable from the mammalian pancreas, the related glands of fishes, and other sources useful in the treatment of diabetes millitus, and a method of preparing it	Complete
685	18/7/23	International General Electric Co., Inc.	120 Broadway, City of New York, County of New York, State of New York, U.S.A.	Improvements in and relating to the process of producing drawn wire capable of high electron emissivity	Complete
686	18/7/23	Marine and Locomotive Superheaters, Ltd.	195 Strand, London, W.C. 2, England	Improvements in safety devices for waste gas-feed water heaters for locomotive and similar boilers	Complete
687	18/7/23	Samuel Thomas Smith Simister	15 Adelaide Place, Everton, Liverpool, County of Lancaster, England	Improvements in or connected with power machines and for transforming oscillatory motion into rotary motion	Complete
688	18/7/23	Siemens Brothers & Company, Limited	Caxton House, London, S.W. 1, England	Improvements relating to the metering of calls in telephone systems	Complete
689	18/7/23	Siemens Brothers & Company, Limited	Caxton House, London, S.W. 1, England	Improvements relating to selecting devices for telephone systems	Complete
690	18/7/23	(1) David Louis Blumberg (2) Tom Spencer (3) Etienne Rene de Villiers	All c/o Box 668, Johannesburg, Transvaal	Improved means of rendering a vessel incapable of being refilled	Provisional
691	19/7/23	Gustavus Adolphus Edward Kohler	111 North Jefferson Street, Chicago, Illinois, U.S.A.	Improvements in printing-presses	Complete
692	19/7/23	John Glynn	C/o Box 3146, Johannesburg, Transvaal	Improvements in collapsible crates for the conveyance of eggs, fruit, and the like	Provisional
693	20/7/23	Francis Ebenezer Leppan	P.O. Atherstone Siding, via Grahamstown, Cape	Improvements relating to agricultural implements	Provisional
694	20/7/23	(1) James Peter Paul Riordan (2) Walter Murray	Both c/o Box 3146, Johannesburg, Transvaal	Improvements in tools for securing clamping devices round hose or other flexible pipes for fixing the same to connections and the like and for similar purposes	Provisional
695	20/7/23	(1) Frank Hewitt (2) John Watt	Both of Box 54, Springs, Transvaal	Spring grip	Provisional

LETTERS PATENT SEALED.—*OKTROOIBRIEVEN GEZEGELD.*

No. *No.*	Date of Application. *Datum van Applikatie.*	Date of Sealing. *Datum van Zegeling.*	Name of Applicant. *Naam van Applikant.*	Title of Invention. *Aard van Uitvinding.*
478	6/6/22	20/7/23	British United Shoe Machinery (South Africa) Ltd.	Improvements in or relating to the manufacture of boots or shoes
479	6/6/22	20/7/23	British United Shoe Machinery (South Africa), Ltd.	Improvements in or relating to shoe-upper shaping or other shoemaking methods and apparatus
669	22/7/22	20/7/23	Edwin Ernest Jelley	An improved method of sulphiting massecuites in the manufacture of sugar
1095	22/11/22	20/7/23	Hall Telephone Accessories, Limited	Improvements in or relating to coin-collecting means for telephone services
1168	13/12/22	20/7/23	David Hale Fanning	A method of stiffening the material used in forming certain articles of personal wear
10	3/1/23	20/7/23	(1) Lever Brother, Limited (2) Guy Sinclair Scott	Improvements in sprinkling and other canisters or containers
39	11/1/23	20/7/23	Berry Hinge, Limited	Improvements relating to mechanism for the production of sheet-metal receptacles having a wireless hinged joint between the body and lid
206	1/3/23	20/7/23	Waterloo Chemical Works, Limited	An improved process for the manufacture of ferric hydroxide
230	7/3/23	20/7/23	Metropolitan-Vickers Electrical Company, Limited	Improvements relating to automatically reclosing electric circuit interrupters

ADVERTISEMENTS.

LETTERS PATENT SEALED (*continued*).—*OKTROOIBRIEVEN GEZEGELD* (vervolg.)

No. *No.*	Date of Application. *Datum van Applikatie.*	Date of Sealing. *Datum van Zegeling.*	Name of Applicant. *Naam van Applikant.*	Title of Invention. *Aard van Uitvinding.*
254	14/3/23	2[illegible]/7/23	J. Stone & Company, Limited	Improvements in and connected with train lighting and similar dynamos
278	20/3/23	20/7/23	Marconi's Wireless Telegraph Company, Limited	Improvements in wireless telegraph receiving systems
280	21/3/23	20/7/23	Coronation Brick and Tile Company, Limited	A new and improved roofing tile
281	21/3/23	20/7/23	James Herbert Hardman	Improvements in charging valves or doors for furnaces, gas producers, retorts, and similar structures
283	21/3/23	20/7/23	Maximillian Orville Trudeau	Internal combustion engines
284	21/3/23	20/7/23	(1) Stanley Charles Icke (2) Charles Austin Daniel	Improvements in or relating to tennis rackets and the like
288	22/3/23	20/7/23	Paul Wilhelm Alwinus Appel	Apparatus for the measurement of various liquids
304	26/3/23	20/7/23	(1) Dried Milk Dairy Products, Limited (2) Jose Manuel Sierra	Improvements in and relating to the manufacture of milk powder
310	28/3/23	20/7/23	(1) Harry Edward Gresham (2) George Kiernan	Improvements relating to vacuum brake apparatus for railway and like vehicles
311	28/3/23	20/7/23	John Frederick Bennet	Improvements in and relating to calendars
312	28/3/23	20/7/23	(1) Arnold Henry Bongers (2) Gaston Boudou	Improvements in or relating to appliances for permanent hair-waving
314	28/3/23	20/7/23	Victor Hugo Emerson	Improvements in and relating to sound records
315	28/3/23	20/7/23	The Solvent Extraction Refrigeration Company, Limited	Improvements in the extraction of oil by solvents combined with the economical use of such solvents for obtaining refrigerating effects

THE TRADE MARKS OFFICE.

OFFICIAL NOTICES OF PROCEEDINGS UNDER THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916, FOR THE MONTH OF JUNE, 1923.

Note.—The Trade Marks Office does not guarantee the accuracy of its publications or undertake any responsibility for errors or omissions or their consequences.

HET KANTOOR VAN HANDELSMERKEN.

OFFICIËLE KENNISGEVINGEN VAN ZAKEN BEHANDELD ONDER DE PATENTEN, MODELLEN, HANDELSMERKEN EN AUTEURSRECHT WET, 1916, VOOR DE MAAND JUNIE 1923.

Nota.—Het Kantoor van Handelsmerken kan de juistheid van zijn mededelingen niet waarborgen of enige aansprakelikheid aanvaarden voor onjuistheden of weglatingen of de gevolgen daarvan.

TRADE MARKS REGISTERED (JUNE, 1923).
HANDELSMERKEN GEREGISTREERD (JUNIE 1923).

No. *No.*	Name of Proprietor. *Naam van Eigenaar.*	Date of Registration. *Datum van Registratie.*
756/20	Bauer & Cie (Johann Abraham von Wulfing, proprietor)	20/ 5/20
422/21	The Tromp van Diggelen Institute of Scientific Physical Culture (Postal Courses), Limited	22/ 4/21
1189/21	A. Stein & Company	15/12/21
1205/21	Wm. Park & Company	23/12/21
135, 140, 151–152/22	The United States Playing Card Company	17/ 2/22
254–257 and 259/22	George Payne & Company, Limited	18/ 3/22
316/22	American Milk Products Corporation	6/ 4/22
478/22	Marcovitch & Company, Limited	29/ 5/22
479/22	H. Perkins & Sons, Limited	29/ 5/22
500/22	Walworth Manufacturing Company	7/ 6/22
516/22	De Wyn & Engelenberg	14/ 6/22
536/22	Dairymen's League Co-operative Ass. Inc.	15/ 6/22
592/22	The Parker Pen Company	8/ 7/22
616/22	Linotype and Machinery, Limited	14/ 7/22
683–685/22	Gebr. Weyersberg	10/ 8/22
733/22	Maxwell Motor Corporation	24/ 8/22
738/22	The Asiatic Tea Company	25/ 8/22
739/22	Gerstendorfer Bros.	25/ 8/22
775–776/22	W. T. Owbridge, Limited	6/ 9/22
786/22	Julius Frame	12/ 9/22
849/22	The Tudor Accumulator Company, Limited	7/10/22
955/22	Julius Kayser & Company	2/11/22
1004/22	The Federal Rubber Company of Illinois	22/11/22
1005/22	Jonkopings Och Vulcans Tandsticksfabriksaktiebolag	22/11/22
1018/22	Gilpin, Langdon & Company	30/11/22
1021/22	The Oakland Chemical Company	30/11/22
1044/22	Aktiebolaget Atmos	7/12/22
1053/22	H. Thompson & Co.'s Idolice Specialities, Limited	14/12/22
1071/22	Viking Rennet Company, Limited	18/12/22
1080/22	Barrington Manufacturing Corporation	21/12/22
1088–9/22, 1092–5/22	Baker, King & Company	22/12/22
1105/22	Naamlooze Vennootschap Maatschappij voor Wasverwerking	27/12/22
1109/22	Mackie & Company, Distillers, Limited	27/12/22
29/23	Symes & Company, Limited	10/ 1/23
40/23	Clark & Company, Limited	12/ 1/23
48/23	N. V. Dr. H. Nannings Pharmaceutisch Chemische Fabriek	15/ 1/23
90/23	Bakers, Limited	18/ 1/23
100/23	Long John Distilleries, Limited	25/ 1/23
132/23	The Whitecross Company, Limited	3/ 2/23
141/23	George Foaden	8/ 2/23

TRADE MARKS REGISTERED (JUNE, 1923)—*continued.*
HANDELSMERKEN GEREGISTREERD (JUNIE 1923)—*vervolg.*

No. *No.*	Name of Proprietor. *Naam van Eigenaar.*	Date of Registration. *Datum van Registratie.*
146/23	Yomf Manufacturing Company, Limited	9/ 2/23
194/23	Britex Chemical Products, Limited	16/ 2/23
195/23	Stavanger Electro Staalverk A.S.	16/ 2/23
198/23	Staples & Son, Limited	16/ 2/23
199/23	Ner-A-Car Corporation	16/ 2/23
205/23	Brotherton Brothers & Company	16/ 2/23
208/23	Cape Portland Cement Company, Limited	19/ 2/23
213/23	The United Tobacco Companies (South), Limited	20/ 2/23
214–215/23	The American Steel and Wire Company	21/ 2/23
216/23	Stevenson Mitchell & Company	21/ 2/23
233–238/23	Lever Brothers (South Africa), Limited	23/ 2/23
252/23	American Sheet & Tin Plate Company	23/ 2/23
272/23	David Esplin Francis McNaughton	28/ 2/23
274/23	Nestle & Anglo-Swiss Condensed Milk Company	28/ 2/23
275/23	Faire Bros. & Company, Limited	28/ 2/23
553–554/22	Maison Albert Morot Societe Anonyme Propietaine, de Vignobles	22/ 6/22

TRADE MARKS RENEWED (JUNE, 1923).
HANDELSMERKEN HERNIEUWD (JUNIE 1923).

No. *No.*		Name of Proprietor. *Naam van Eigenaar.*
858	(O.F.S.)	J. R. Bousfield & Co., Limited.
862 (*a–b*)	(O.F.S.)	Hodgson & Simpson, Limited.
868	(O.F.S.)	The Jacobsdal Saltworks (Michaelis & De Villiers), Limited.
872	(O.F.S.)	Thos. Keating.
880	(O.F.S.)	Pearce Duff & Co.
883	(O.F.S.)	United States Steel Products Co.
888 (1–5)	(O.F.S.)	F. C. Calvert & Co.
48/09 (*a–b*)	(Natal)	Hodgson & Simpson, Limited.
49/09	(Natal)	J. R. Bousfield & Company, Limited.
57/09	(Natal)	M. Kaplan & Company, Limited.
75/09	(Natal)	Pearce Duff & Co.
78/09	(Natal)	Policansky Bros., Limited.
3583	(Cape)	Hodgson & Simpson, Limited.
3591	(Cape)	J. R. Bousfield & Co., Limited.
3610	(Cape)	Thos. Keating.
3617	(Cape)	Pearce Duff & Co.
3631 (1–5)	(Cape)	F. C. Calvert & Co.

OMITTED FROM LAST MONTH'S *GAZETTE*.

515	(Cape)	James Nelson.

ADVERTISEMENTS.

SUBSEQUENT PROPRIETORS REGISTERED (JUNE, 1923).
OPVOLGENDE EIGENAARS GEREGISTREERD (JUNIE 1923).

No. *No.*	Name of Former Proprietor. *Naam van Vorige Eigenaar.*	Name of Present Proprietor. *Naam van Tegenwoordige Eigenaar.*
737/20.....	Maxwell Motor Company, Incorporated, a corporation organized in accordance with the laws of the State of Delaware	Maxwell Motor Corporation, a corporation organized in accordance with the laws of the State of West Virginia.
1277/20.....	Albert Henry Dawson. trading as A. H. Dawson & Company	A. H. Dawson, Limited.
1278/20.....	,, ,,	,, ,,
1283/20.....	,, ,,	,, ,,
1284/20.....	,, ,,	,, ,,
1285/20.....	,, ,,	,, ,,
1198/21.....	The CooperMedicine Company, a corporation duly organized and existing under the laws of the State of Michigan, U.S.A.	International Proprietaries, Incorporated, a corporation duly organized under the laws of the State of Delaware.
2573 (C).....	Percy William Middleton.....	Flora Middleton, trading as St. Bernard's Precious Ointment.

UNPAID RENEWAL FEES (JUNE, 1923).
ONBETAALDE HERNIEUWINGSGELDEN (JUNIE 1923).

No. *No.*		Name of Proprietor. *Naam van Eigenaar.*
861.....	(O.F.S.)	W. F. Caulfield & Company.
863.....	(O.F.S.)	The Nugget Polish Company of S.A., Limited.
865 (*a–b*).....	(O.F.S.)	William Hollins & Company, Limited.
866.....	(O.F.S.)	Chas. and Thos. Harris & Company, Limited.
23/94.....	(Natal)	John Grant & Sons, Limited.
11/95.....	(Natal)	Auguste Pellerin.
12/95.....	(Natal)	,, ,,
13/95.....	(Natal)	Jones Bros., Limited.
14/95.....	(Natal)	T. Frossard & Company.
19 and 20/09..	(Natal)	Thomas Burman.
34/09 (*a–b*)....	(Natal)	The Whitecross Company, Limited.
25/09.....	(Natal)	Keen Robinson & Company, Limited.

UNPAID RENEWAL FEES (JUNE, 1923)—*continued.*
ONBETAALDE HERNIEUWENSGELDEN (JUNIE 1923)—*vervolg.*

No. *No.*		Name of Proprietor. *Naam van Eigenaar.*
36/09.....	(Natal)	Paul Pollitzer.
40/09.....	(Natal)	The Nugget Polish Company of S.A., Limited.
43/09.....	(Natal)	Malcomess & Company, Limited.
44/09.....	(Natal)	Faire Bros. & Company, Limited.
50/09.....	(Natal)	Hodgson & Simpson, Limited.
516.....	(Cape)	Aston & Company.
517.....	(Cape)	Batger & Company.
519.....	(Cape)	N. Greening & Sons, Limited.
520.....	(Cape)	Ashton & Parsons, Limited.
3525 (1–4).....	(Cape)	Imperial Cold Storage & Supply Company, Limited.
3578 (*a–b*).....	(Cape)	The Whitecross Company, Limited.
3579.....	(Cape)	The Nugget Polish Company of S.A., Limited.
3580.....	(Cape)	Kay Bros., Limited.
3581.....	(Cape)	Faire Bros. & Company, Limited.
3588.....	(Cape)	Chas. and Thos. Harris & Company.
3589 (*a–b*)	(Cape)	Hodgson & Simpson, Limited.
3590.....	(Cape)	Algoa Milling Company, Limited.
3595.....	(Cape)	Gebr. Muller & Company.

TRADE MARKS REMOVED FROM THE REGISTER (JUNE, 1923).
HANDELSMERKEN VAN 'T REGISTER VERWIJDERD (JUNIE 1923).

No. *No.*		Name of Proprietor. *Naam van Eigenaar.*
853.....	(O.F.S.)	Keen, Robinson & Company, Limited.
854.....	(O.F.S.)	Daldorf Brothers.
855.....	(O.F.S.)	Patent File & Tool Company, Limited.
857.....	(O.F.S.)	San Pauls (Brazil) Pure Coffee Company, Limited.
6/09.....	(Natal)	J. & E. Reynolds.
12/09.....	(Natal)	Maurice Walter Gradwell.
15/09–18/09...	(Natal)	Lse Pommery Fils et Cie.
21/09.....	(Natal)	Mossop & Son, Limited.
511 (1).....	(Cape)	Henry C. Collison, Limited.
3538.....	(Cape)	Reckitt & Sons, Limited.
3544.....	(Cape)	James Dawson & Son, Limited.
3545.....	(Cape)	The Forestal Land Timber & Railways Company, Limited.
3560–3564.....	(Cape)	Jacob Taboryski.

PATENT OFFICE.

COMPLETE SPECIFICATIONS ACCEPTED.

Complete specifications in respect to the undermentioned applications for Letters Patent have been accepted by the Registrar of Patents. Any person may, within the prescribed time, give notice in the prescribed form at the Patent Office of opposition to the grant of a patent. The prescribed time is two months after the last advertisement of the acceptance of a complete specification, but the period may be enlarged by the Registrar.

C. W. THALMAN JUTA,
Registrar of Patents.

VOLLEDIGE SPECIFIKATIES AANGENOMEN.

Volledige specifikaties ten opzichte van de ondergenoemde applikaties voor patentbrieven zijn door de Registrateur van Patenten aangenomen. Een ieder kan, binnen de voorgeschreven tijd, bij het Patentkantoor in de voorgeschreven vorm kennis geven van verzet tegen de toekenning van een patent. De voorgeschreven tijd is twee maanden na de laatste advertentie van de aanneming van een volledige specifikatie, doch dit tijdvak kan door de Registrateur verlengd worden.

C. W. THALMAN JUTA,
Registrateur van Patenten.

FIRST ADVERTISEMENT.

No.	Date of Application.	Date of Acceptance.	Name of Applicant.	Address.	Title of Invention.
375	2/5/22	17/7/23	(1) John McKay (2) George Montague Jenks	Both of 66A Pritchard Street, Johannesburg, Transvaal	Quadruple movie advertiser
694	27/7/22	17/7/23	Diamond Power Specialty Company, a co-partnership composed of Raphael Herman, Samuel James Herman, and Norman Benjamin Herman	All of the City of Detroit (doing business at Suite 1231, First National Bank Building), in the County of Wayne and State of Michigan, U.S.A.	Improvements in boiler cleaners
758	14/8/22 (Cognate Application No. 108 of 1923)	10/7/23	Gabriel Chri-tian Erasmus Keet	Violet Road, Primrose, Germiston, Transvaal	Concentrator
860	11/9/22	23/7/23	(1) Arthur Edward Cutler (2) Philip Allan Marsden	(1) Walsh Island, Newcastle, in the State of New South Wales, Commonwealth of Australia (2) Walsh Island aforesaid	Improvements in electric welding apparatus
956	7/10/22	23/7/23	David Stanislaus O'Donovan	12 Plantation, Vogelfontein, Transvaal	Improvements in hardening rock-drills and other steel articles
1033	3/11/22	10/11/22	Charles Stanley Robinson	Somerset West, Province of Cape of Good Hope	Improvements in and relating to the recovery and refining of sulphur
1135	5/12/22	2/5/23	(1) The Central Mining and Investment Corporation, Limited (2) William Elsdon-Dew (3) Leslie Pryce (4) Leon Byron Woodworth	Corner House, Commissioner Street, Johannesburg, Transvaal Province	Improvements in heating rock-drill bits and the like
75	24/1/23	24/7/23	(1) Ronald Wild (2) Mrs. Bessie Delafield Wild	(1) Grange Cottage, Cartledge, Holmesfield, near Sheffield, England (2) Greystones Hall, Sheffield, England	Improvements in and relating to the manufacture of ferro-alloys, particularly ferro-chromium alloys
82	25/1/23	24/7/23	John Bruce Bolitho	Cadhay, Ottery St. Mary, in the County of Devon, England	Improvements in and relating to receiving apparatus for wireless and other tuned signalling
105	1/2/23	24/7/23	Frederick Lionel Rapson	Ottershaw Park, Chertsey, Surrey, in the Kingdom of England	Improvements in or relating to pneumatic tyres
179	22/2/23	23/7/23	Hartford-Empire Company	333 Homestead Avenue, in the City of Hartford, State of Connecticut, U.S.A.	Improvements in apparatus for separating molten glass into mold charges
240	9/3/22	17/7/23	Charles Arthur Olivier	First Avenue, Walmer, Port Elizabeth	A simple beehive

ADVERTISEMENTS.

FIRST ADVERTISEMENT—(*continued*).

No.	Date of Application.	Date of Acceptance.	Name of Applicant.	Address.	Title of Invention.
313	28/3/23	23/7/23	(1) Arnold Henry Bongers (2) Gaston Boudou	(1) 7 The Exchange, Muswell Hill, London. N. 10, England (2) 24 Conduit Street, London, W. 1, England	Improvements in or relating to hair-dressing appliances
329	4/4/23	24/7/23	James Priestnall Naylor	57 Croxted Road, Dulwich, in the County of London, S.E. 21, England	Improvements in advertising and signalling apparatus
443	5/5/23	17/7/23	Internationale-Siegwartbalken-Gesellschaft	Lucerne, Switzerland	Improvements in a method and a device for the production of hollow bodies, such as pipes, masts, and the like from ferro-concrete
612	27/6/23	17/7/23	International General Electric Company, Incorporated	120 Broadway, City of New York, County of New York, State of New York, U.S.A.	Improvements in and relating to dynamo electric machines
614	27/6/23	23/7/23	Orlandi William Brain	85 Bland Street, Ashfield, near Sydney, New South Wales, Australia	Improvements in means for testing faulty electric line insulators and indicating leakage therein
615	28/6/23	10/7/23	(1) George Freeman Lloyd (2) Frank Boardman Clapp (3) Frederick Harper Campbell	(1) Coronation Street, Brighton (2) 475 Collins Street, Melbourne (3) 35 William Street. Melbourne; all in the State of Victoria, Australia	An improved process for the manufacture of white lead
635	4/7/23	23/7/23	Ingersoll-Rand Company	15 Exchange Place, Jersey City, New Jersey, and at 11 Broadway, New York, County of New York, U.S.A.	Improvements in rotary cylinder motors
637	4/7/23	24/7/23	Aaron Barnett	269 Mile End Road, London, E. 1, England	Method and means for obtaining intermittent uni-directional currents of electricity from alternating currents
640	4/7/23	23/7/23	(1) William Elsdon-Dew (2) Leslie Pryce (3) Leon Byron Wodworth	All of Corner House, Commissioner Street, Johannesburg, Transvaal Province, Union of South Africa	Improvements in heat control for electric induction furnaces
665	12/7/23	24/7/23	(1) Charles Ernest Page (2) Jack Findlay Page (3) Charles Norman Page	All of 29 Dyer's Pass Road, Cashmere, Christchurch, in the Dominion of New Zealand	Improvements in flushing cisterns
668	12/7/23	24/7/23	Malcolm Lowe	62 Cavendish Street, Stanmore, near Sydney, in the State of New South Wales, Commonwealth of Australia	A device for securing the openings of bags or sacks such as wheat bags or the like
975A	12/10/23	23/7/23	George Bromilow	C/o P.O. Box 3146, Johannesburg	Improvements in means for operating the points and/or cable switches of tramways and the like

SECOND ADVERTISEMENT.

623 and 64	12/7/22 Cognate Application Nos. 732, 733 of 1922	10/7/23	Edmund Paul Jerrard	Konfontein No. 262, District Marico, Transvaal, South Africa	Improvements in heat engines
934	30/9/22	5/7/23	(1) John Henry Skinner (2) Frederick Charles Ross	Both of Prince Alfred Street, Durban, Natal	Improvements in the manufacture of parquetry and wood mosaic
939	4/10/22	6/7/23	Arthur Thomas Masterman, D.Sc. (London)	13 Buckingham Street, Strand, London, W.C., England	Improvements relating to the manufacture of millboard and similar substances
1164	12/12/22	10/7/23	William Cruickshank Watson	13 Yeo Street, Yeoville, Johannesburg, Transvaal	Improved self-cleaning sewage storage tank
56	17/1/23	5/7/23	Frederick Ferris	33 St John's Mansions, Pemberton Gardens, London, N. 19. England	An improved gramophone
64	20/1/23	10/7/23	William Alderson	24 Ward Street, Kimberley, Cape Province	An appliance for raising water
264	17/3/23	10/7/23	Youlten Openers, Limited	22 Bridge Street, Manchester, Lancaster, England	Improvements in or relating to machines for separating dirt and the like from fibrous materials, applicable also for separating other materials
307	28/3/23	10/7/23	Walter D. Booker	48 Ruby Street, Winnipeg, Province of Manitoba, Canada	Heating devices
518	28/5/23	13/7/23	(1) Frank Edward Adams (2) Reginald Blakeney Moon	(1) The Grove, Lower Bebington, in the County of Chester, England (2) Roscarel, West Kirby, in the County of Chester, England	Improvements connected with opening means of or for sheet metal boxes
567	13/6/23	10/7/23	Robert Edwin Bateman	The Simmer and Jack Gold Mining Company, Limited, Germiston	A device for controlling the flow of liquids or compressed air through rubber hose pipes
570	13/6/23	6/7/23	(1) Thomas Malcolm Davidson (2) Richard Hartley Smith Abbott	(1) Park Cottage, Sharps Lane, Ruislip, Middlesex, England (2) Alexandra Mansions, King's Road, Chelsea, London, S.W., England	Improvements relating to the distillation of coal and similar carbonaceous substances
574	13/6/23	6/7/23	Morland & Impey, Limited	Kalamazoo Works, Northfield, in the City of Birmingham, England	Improvements relating to loose-leaf books
575	13/6/23	6/7/23	Morland & Impey, Limited	Kalamazoo Works, Northfield, in the City of Birmingham, England	Improvements relating to loose-leaf books
581	1[illegible]/6/23	5/7/23	James Angus Munro	170 Castlereagh Street, Sydney, in the State of New South Wales, Commonwealth of Australia	Improvements in automobile tail-light control and indicator devices
582	15/6/23	5/7/23	Walter Morrison	Corner of Perouse Road, Randwick, near Sydney, in the State of New South Wales, Commonwealth of Australia	Improvements in waist and heel supports for boots and shoes
593	20/6/23	5/7/23	Bernard Rintel Simmons	21 Vyse Street, Birmingham, in the County of Warwick, England	Improvements in or relating to sealing devices
594	20/6/23	5/7/23	The Railgrip Syndicate, Limited	2 Gresham Buildings, Basinghall Street, London, E.C. 2, England	Improvements in and relating to railway traction
602	26/6/23	10/7/23	(1) William Waters (2) Henry Augustine Brady	(1) 75 Johnston Street, Fitzroy, near Melbourne (2) 418 Lygon Street, Carlton, near Melbourne Both in the State of Victoria, Commonwealth of Australia	An improved capsule for use with bottles or other vessels, the necks of which are formed to receive crown corks or seals
603	26/6/23	10/7/23	Andrew Francis Ney	Glenelg, Edward Street, East Kew, in the State of Victoria, Commonwealth of Australia	Improved machine for automatically filling cartons with granular or powdered materials and for closing same when filled
605	27/6/23	10/7/23	Charles William Watson	1 York Street, Saint Kilda, in the State of Victoria, Commonwealth of Australia	Improvements in and relating to pipe and other joints and the like
608	27/6/23	10/7/23	John Virtue Rice, jun.	Bank Street, Bordentown, County of Burlington, State of New Jersey, U.S.A.	Improvements in internal combustion engines

ADVERTISEMENTS.

SECOND ADVERTISEMENT—(*continued*).

No.	Date of Application.	Date of Acceptance.	Name of Applicant.	Address.	Title of Invention.
609	27/6/23	13/7/23	The Automatic Scale Company, Limited	Timperley Works, Manchester Road, Broadheath, Altrincham, Cheshire, England	Improvements in or connected with weighing scales
610	27/6/23	13/7/23	Ingersoll-Rand Company	15 Exchange Place, Jersey City, New Jersey, and 11 Broadway, New York, New York, U.S.A.	Improvements in shank and bit punches
613	27/6/23	10/7/23	Francis McDowell	Downshire Factory, Great Victoria Street, Belfast, Ireland	Improvements relating to collars for wear
616	28/6/23	13/7/23	(1) Franco Cicogna (2) Ing. Giovanni Saccani	Milan, via Bigli 3, Italy	Improvements in press-button switches for electrical circuits
618	28/6/23	10/7/23	Goodman Manufacturing Company	4834 South Halstead Street, City of Chicago, County of Cook, State of Illinois, U.S.A.	Apparatus for handling loose materials
623	29/6/23	13/7/23	D. Gestetner, Limited	Neo-Cyclostyle Works, Tottenham Hale, London, N. 17, England	Improvements in and relating to duplicating
626	30/6/23	13/7/23	William Diack	Tuatapere, in the Dominion of New Zealand	Improvements in envelopes
629	2/7/23	13/7/23	David Robert Colman	112 Marshall Street, Johannesburg, Transvaal Province	Improvements in and relating to rotary furnaces
630	2/7/23	13/7/23	Frederick George Brown	90 Higgs Street, Coogee, in the State of New South Wales, Commonwealth of Australia	Improved floor waxing and polishing device

THIRD ADVERTISEMENT.

648	15/7/22	6/7/23	(1) Andrew Dickson (2) Oliver Trevillion Jenkins	Both of City Deep, Limited, Johannesburg, Transvaal Province	Improvements in forging dies
832	1/9/22	6/7/23	Joseph Green	C/o P.O. Box 668, Johannesburg, Transvaal Province of the Union of South Africa	Improvements in collapsible structures
354	13/4/23	23/6/23	Monotype Machine (Colonial Patents) Syndicate, Limited	43 Fetter Lane, London, E.C. 4, England	Improvements in or relating to automatic typographic, or typecasting and composing machines
355	13/4/23	23/6/23	Monotype Machine (Colonial Patents) Syndicate, Limited	43 Fetter Lane, London, E.C. 4, England	Improvements in or relating to typographic composing machines
556	7/6/23	5/7/23	Henry Drysdale	136 Philip Lane, Tottenham, London, N. 15, England	Improvements in folding boxes or receptacles

THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916.

APPLICATION FOR THE RESTORATION OF A LAPSED PATENT UNDER SECTION *FIFTY-THREE*.

Notice is hereby given that Marks Harris and Edward Hart, of Capetown, have made application for the restoration of the patent granted to them for an invention entitled "A metal bracket for joining wood to wood used primarily in the construction of bedsteads, settees, and other articles of furniture," numbered 38, dated the 5th February, 1917, which became void on the 5th day of February, 1920, owing to the non-payment of the prescribed renewal fee.

Any person may give notice of opposition, on Patents Form No. 14, to the restoration of this patent within two months from the first advertisement hereof.

C. W. THALMAN JUTA,
Registrar of Patents.

20-27-3

THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916.

APPLICATION FOR THE RESTORATION OF A LAPSED PATENT UNDER SECTION *FIFTY-THREE*.

Notice is hereby given that Max Wertheim, of Johannesburg, has made application for the restoration of the patent granted to him for an invention entitled "Sugar-cane cutter," numbered 656, dated the 4th November, 1918, which became void on the 4th day of November, 1921, owing to the non-payment of the prescribed renewal fee.

Any person may give notice of opposition, on Patents Form No. 14, to the restoration of this patent within two months from the first advertisement hereof.

C. W. THALMAN JUTA,
Registrar of Patents.

20-27-3

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given, in terms of the above Act, that the general dealer's business, butchery, and kaffir eating-house hitherto carried on by ERNEST FORSYTH AVENT on Stand No. 743, Power Street, Brakpan, will as and from the 1st day of July, 1923, be transferred, together with all the assets and liabilities thereof, to ERNEST FORSYTH AVENT and NATHAN RAYFIELD, who will as and from the date afore-mentioned carry on the said business in partnership under the style of AVENT & RAYFIELD at the said Stand No. 743, Power Street, Brakpan.

Dated at Brakpan, this 30th day of July, 1923.

FRANK M. LEVY,
Attorney for the parties.

P.O. Box 4, Brakpan,
National Bank Buildings,
Modder Road, Brakpan.

7727—13-20-27

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given that the business formerly carried on by BARNEY BENJAMIN COHEN at the Grand Hotel (Stands Nos. 1307-8), Commissioner Street, Boksburg, has been transferred to and will in future be carried on by JAMES BUCHAN, MARY ANN BUCHAN, and MARY ELIZABETH MORRISON, such transfer dating from the 1st day of July, 1923.

MALHERBE & RIGG,
Attorneys for the parties.

P.O. Box 186,
Corder's Buildings, Boksburg.

7756—13-20-27

NOTICE.

Notice is hereby given, in terms of Section 3 (1) of the Registration of Businesses Act, 1909, that the butchery business carried on by CECIL HENRY BROOKS and ERNEST JAMES PORTER in co-partnership under the firm name or style of BROOKS & PORTER at corner of Pearse and Beit Streets, Doornfontein, Johannesburg, has been altered in the following particulars:—

The said CECIL HENRY BROOKS has, as from the 1st July, 1923, retired from the said partnership and the business will, as from said date, be carried on by the said ERNEST JAMES PORTER under the said name of BROOKS & PORTER for his own sole benefit.

Johannesburg, this 6th day of July, 1923.

ROUTLEDGE & DOUGLAS WILSON,
Solicitors for the parties.

Standard Bank Chambers,
Commissioner Street,
Johannesburg.

7718—13-20-27

Notice is hereby given that the general dealer's businesses carried on by FREDERICK HERBERT TURNER at Letsitele Siding and Mbumba Siding, in the District of Pietersburg, has been transferred to EDWARD INGLIS BARBER as from the 1st July, 1923. From and after the 1st July, 1923, the said EDWARD INGLIS BARBER shall take over all the responsibilities connected with the said two businesses and shall carry on the same in his own name and for his own benefit.

V. P. HUMAN,
Attorney for the parties.

P.O. Box 103, Duivelskloof. 7755—13-20-27

REGISTRATIE VAN BEZIGHEDEN WET.

Hierbij wordt kennis gegeven dat de bezigheid van motorbus gedreven op de weg Kochstraat, Pretoria, naar Claremont en Daspoort door het vennootschap van FRITZ SCHLUETER en HENDRIK CHRISTIAAN NOLTE van af datum zal overgaan op gezegde HENDRIK CHRISTIAAN NOLTE alleen en dat de vennootschap ontbonden is.

Pretoria, 5 Julie 1923.

KEIZER & LOUW,
Prokureurs voor partijen.

7729—13-20-27

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given that the bakery business carried on by BERNARD FEINBERG at Erf No. 1751, Balfour, has been abandoned as from the 1st July, 1923.—J. Lanser, attorney for B. Feinberg.

7728—13-20-27

REGISTRATION OF BUSINESSES ACT.

Notice is hereby given that the business carried on by the CONSOLIDATED METAL PRODUCTS, LTD., at 67 Delvers Street, has been abandoned as from 30th June, 1923. 7734—13-20-27

CHANGE OF ADDRESS.

Notice is hereby given that the business heretofore carried on by the KEYSTONE TRADING CO., oil and general merchants, 27 and 32 Cullinan Buildings, has removed to 86 Main Street, opposite Commercial Exchange, Johannesburg. 7735—13-20-27

ADVERTISEMENTS.

THE TRADE MARKS OFFICE.

APPLICATIONS FOR THE REGISTRATION OF TRADE MARKS.

Any person who has grounds of objection to any of the following Marks may, within the prescribed time, lodge Notice of Opposition on the "Form T. M. No. 6," contained in the Second Schedule to the Trade Marks Rules, 1917. The prescribed time is two months after the date of the last advertisement of an application, but the period may be enlarged by the Registrar.

C. W. THALMAN JUTA,
Registrar of Trade Marks.

HET HANDELSMERKEKANTOOR.

APPLIKATIE VOOR DE REGISTRATIE VAN HANDELSMERKEN.

Een ieder die bezwaren heeft tegen enige van de volgende merken kan binnen de voorgeschreven tijd Kennisgeving van Verzet indienen op het "Formulier H. M. No. 6," bevat in de Tweede Bijlage van de Handelsmerken Regels, 1917. De voorgeschreven tijd is twee maanden na datum van de laatste advertentie van een applikatie, maar dit tijdvak kan door de Registrateur verlengd worden.

C. W. THALMAN JUTA,
Registrateur van Handelsmerken.

No. 623/23, in Class 42, in respect of cream, cream and milk, cream, milk and condensed milk, butter, condensed milk, evaporated milk, powdered milk, powdered skimmed milk, cheese, part skimmed cheese, milk sugar, casein, ice-cream, milk, milk chocolate, coffee and milk, butter-milk, and modified milk and cultured milk, in so far as such goods are included in this class, in the name of Dairymen's League Co-operative Association, Inc., a corporation duly organized and existing under the laws of the State of New York, of City of Utica, County of Oneida, State of New York, United States of America.

Filed 20th June, 1923.

DAIRYLEA

(*To be associated.*)

8021—2nd Advt.

Nos. 1054/22, 1065/22, 1066/22, and 1067/22. No. 1054/22, in Class 25, in respect of cotton goods not included in other classes; No. 1065/22, in Class 27, in respect of linen and hemp piece goods; No. 1066/22, in Class 35, in respect of woollen and worsted and hair goods not included in other classes; and No. 1067/22, in Class 38, in respect of articles of clothing, in the name of Meyrick Bennett, Walter Humphrey James, and Charles Edward James, trading as Randles, Brother & Hudson, of 312 West Street, Durban, Natal, and 130-6 Market Street, Johannesburg, Transvaal, merchants.

No. 1054/22: Filed 14th December, 1922.

Nos. 1065-7/22: Filed 18th December, 1922.

BUFFALO

(*To be associated.*)

Nos. 1054/22 and 1065/22 by consent of Messrs. I. P. Clarke & Company, registered proprietors of Trade Marks Nos. 1019 (T.), 1700 (C.), 46/03 (N.), and 276 (O.F.S.).

8017—2nd Advt.

No. 626/23, in Class 13, in respect of hollow-ware and all other goods included in this class, in the name of Ernest Stevens, Limited, of Cradley Heath, in the County of Stafford, England, manufacturers.

Filed 21st June, 1923.

(*To be associated.*)

8019—2nd Advt.

No. 168/22, in Class 2, in respect of fruit sprays, in the name of Jaques Proprietary, Limited, of Madden Grove, Burnley, Victoria, Australia, manufacturing chemists.

Filed 22nd February, 1922.

8013—2nd Advt.

No. 637/23 in Class 42, in respect of oatmeal for use as food in the name of Chamberlain, Pole & Co., Limited, of 6 and 7 Broadmead, Bristol, England, cereal merchants.

Filed 25th June, 1923.

7950—2nd Advt.

No. 476/23, in Class 6, in respect of rock and hammer drills, drill bits, and drill-sharpeners included in this class, in the name of The Denver Rock Drill Manufacturing Company, a corporation organized and existing under the laws of the State of Delaware, United States of America, of Eighteenth and Blake Streets, City of Denver, County of Denver, State of Colorado, United States of America, manufacturers.

Filed 5th May, 1923.

WAUGH

Mark proceeded with by Order of the Minister under Sub-section (*e*) of Section 99 of Act No. 9 of 1916.

8015—2nd Advt

No. 442/23, in Class 6, in respect of drill-sharpeners, in the name of Ingersoll-Rand Company, a corporation organized under the laws of the State of New Jersey, United States of America, of 11 Broadway, City of New York, State of New York, United States of America, manufacturers.

Filed 24th April, 1923.

LEYNER

Mark proceeded with by Order of the Minister under Sub-section (*e*) of Section 99 of Act No. 9 of 1916.

(*To be associated.*)

8016—2nd Advt.

No. 676/23, in Class 3, in respect of all goods included in this class, in the name of James Oswald Barraclough, of St. George's Street, Simonstown, chemist and druggist.

Filed 29th June, 1923.

PRIMROSE

8020—2nd Advt.

No. 622/23, in Class 38, in respect of articles of clothing, in the name of Nathan Hatch, a citizen of the United States of America, of 662 Madison Avenue, in the City of Albany, State of New York, United States of America, manufacturer.

Filed 20th June, 1923.

HATCHWAY

8014—2nd Advt.

No. 426/23, in Class 42, in respect of substances used as food or as ingredients in food, in the name of Plaistowe & Company, Limited, of 40a Wharfdale Road, King's Cross, London, N., England, manufacturers of food preparations.

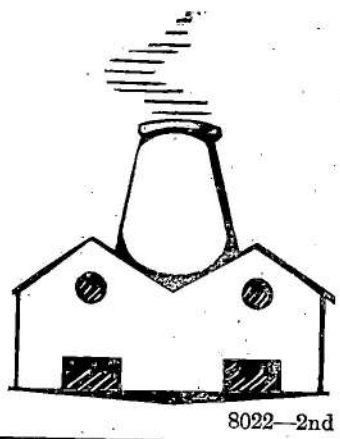
Filed 14th April, 1923.

LUNA

8018—2nd Advt.

No. 675/23, in Class 15, in respect of glass, in the name of Chance Brothers & Company, Limited, of Glass Works, West Smethwick, in the County of Stafford, England.

Filed 28th June, 1923.



8022—2nd Advt.

No. 671/23, in Class 35, in respect of woven machine-driving belting included in this class, in the name of F. Reddaway & Company, Limited, of Victoria Mills, Cheltenham Street, Pendleton, Manchester, in the County of Lancaster, England, manufacturers.

Filed 27th June, 1923.

(*To be associated.*)

7882—3rd Advt.

No. 404/23, in Class 3, in respect of all goods included in this class, in the name of Wictor Efraim Ericsson, trading as Kemiska Central-Laboratoriet, W. Ericsson, of 33 Jakobsbergsgatan, Stockholm, Sweden, manufacturers and merchants.

Filed 13th April, 1923.

TOGAL

7879—3rd Advt.

ADVERTISEMENTS.

No. 702/23, in Class 42, in respect of canned salmon, in the name of Charles Vincent Sale, of 21 Old Broad Street, London, E.C. 2, England, merchant, trading as Sale & Co.

Filed 12th July, 1923.

No claim is made to any right to the exclusive use of the salmon device.

8401—1st Advt.

Nos. 681 and 682/23, in Class 42, in respect of substances used as food or as ingredients in food, in the name of Phillip Rutovitz, of 50 Market Street, Johannesburg, trading as Phillips Tea and Coffee Company, and as Phillip Rutovitz.

Filed 5th July, 1923.

(*Both to be associated.*)

No. 681/23.

No. 682/23.

681/23.—The description of goods appearing on the mark in use varies. No claim is made to any right to the exclusive use of the surname "Phillips."

8438—1st Advt.

No. 520/23, in Class 42, in respect of butter, in the name of Twin Streams Co-operative Creamery, Limited, of Ixopo, Natal.

Filed 19th May, 1923.

8437—1st Advt.

No. 84/23, in Class 24, in respect of cotton piece-goods, being printed shirtings and coloured stripes, in the name of George Tingey & Company, Limited, of 43 Mosley Street, Manchester, England, cotton goods manufacturers and printers.

Filed 17th January, 1923.

By consent of Messrs. The Bradford Dyers' Association, Limited, registered proprietors of Trade Marks Nos. 1367 to 1369/18.

8395—1st Advt.

No 489/23, in Class 45, in respect of tobacco, whether manufactured or unmanufactured, including cigarettes, in the name of The United Tobacco Companies (South), Limited, of 32 Kloof Street, Capetown, manufacturers.

Filed 7th May, 1923.

By consent of Messrs. Federal Tobacco Works, Limited, and Messrs. Ardath Tobacco Co., Limited, registered proprietors of Trade Marks Nos. 3210 (T.) and 417 of 1922 (Union), respectively.

(*To be associated.*) 8164—2nd Advt.

No. 627/23, in Class 42, in respect of all goods included in that class, and No. 624/23, in Class 4, in respect of turpentine substitute included in that class, both in the name of Standard Oil Company of New York, of 26 Broadway, New York, a Company incorporated under the laws of the State of New York, U.S.A.

Filed 22nd June, 1923.

(*To be associated.*)

No. 627/23.

SOCONY

Filed 21st June, 1923.

No. 624/23.

VARNOLENE

7831—3rd Advt

No. 788/22, in Class 11, in respect of artificial teeth, in the name of Courtin and The International Tooth Company, Limited, of 168 Regent Street, London, W. 1, dealers and exporters.

Filed 13th September, 1922.

AURORA

7539—3rd Advt.

No. 683/23, in Class 12, in respect of razors and razor blades of all kinds, in the name of Gem Safety Razor Corporation, a corporation organized and existing under the laws of the State of New York, corner of Johnson and Jay Streets, City of Brooklyn, State of New York, United States of America, manufacturers.

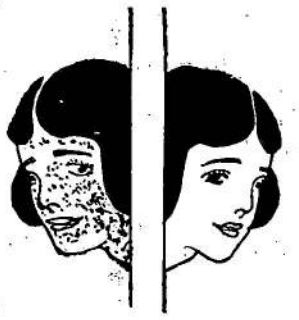
Filed 5th July, 1923.

GEM
DOUBLE LIFE

(*To be associated.*)

8396—1st Advt

No. 470/22, in Class 3, in respect of a remedy for eczema, in the name of Guyon Tompkins Fisher, of 1309 Lunt Avenue, Chicago, State of Illinois, trading as Dexma Laboratories, of 4718 North Paulina Street, Chicago, State of Illinois, United States of America.



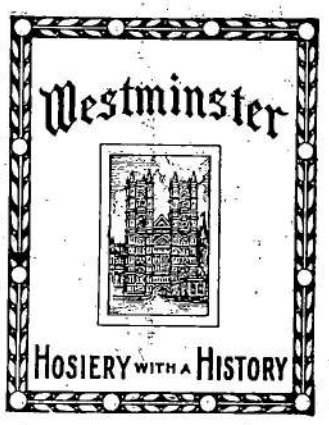
DEXMA

Filed 26th May, 1922.

The Transvaal Province is excepted from the registration of this mark.

8392—1st Advt.

No. 493/23, in Class 38, in respect of hosiery, in the name of Stern (Hosiery Manufacturers), Limited, of 12 Nicholl Square, London, England, manufacturers.



Filed 9th May, 1923.

No claim is made to any right to the exclusive use of the word "Westminster."

8397—1st Advt.

No. 43/23, in Class 3, in respect of chemical substances prepared for use in medicine and pharmacy, in the name of Frederick Stearns & Company, a company organized and existing under the laws of the State of Michigan, of 1265 Jefferson, Detroit, Michigan, United States of America, manufacturers and pharmaceutists.

Filed 13th January, 1923.

HUSKEYS

8398—1st Advt.

No. 250/23, in Class 47, in respect of common soaps, in the name of New Prospect Soap and Chemical Manufacturing Co., Limited, of Main Reef Road, Denver, manufacturers of soaps, greases, polishes, etc.

Filed 23rd February, 1923.

MOONBEAM

8299—1st Advt.

ADVERTISEMENTS.

No. 703/23, in Class 3, in respect of chemical substances prepared for use in medicine and pharmacy, in the name of A. Wander, Limited, of 45 Cowcross Street, London, E.C., England, manufacturing chemists.

Filed 12th July, 1923.

OVALTINE

8400—1st Advt.

No. 291/23, in Class 38, in respect of corsets, girdles, bandobelts, brassieres, and goods of a like nature, in the name of Treo Company, Inc., a corporation organized and existing under the laws of the State of New York, of Jamaica, in the County of Queens, and State of New York, U.S.A., manufacturers.

Filed 8th March, 1923.

TREO

8399—1st Advt.

Nos. 704 and 705/23. No. 704/23, in Class 24, in respect of cotton piece-goods, and No. 705/23, in Class 38, in respect of articles of clothing, in the name of Horrockses, Crewdson & Co., Limited, of Stanley Street, Preston, Lancashire, England, and 107 Piccadilly, Manchester, England, cotton spinners and manufacturers.

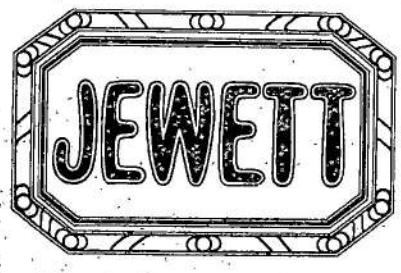
Filed 12th July, 1923.

(*To be associated.*)

8402—1st Advt.

No. 1078/22, in Class 22, in respect of motor-propelled vehicles included in this class in the name of Jewett Motors, a corporation duly organized and existing under and by virtue of the laws of the State of Michigan, and located and doing business at the City of Detroit (post office address, Corner West Fort Street and McKinstry Avenue), in the County of Wayne and State of Michigan, one of the United States of America, motor vehicle manufacturers

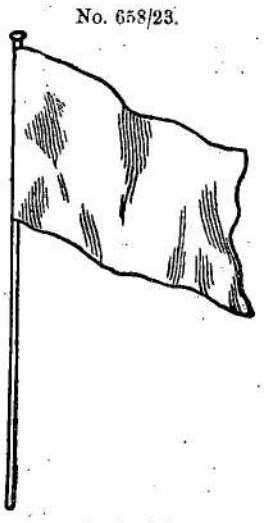
Filed 21st December, 1922.



No claim is made to any right to the exclusive use of the word "Jewett."

8391—1st Advt.

No. 658/23.



Nos. 658 to 660/23, 663, and 665 to 669/23, in Class 45, in respect of tobacco, whether manufactured or unmanufactured, including cigarettes, in the name of The United Tobacco Companies (South), Limited, of 32 Kloof Street, Capetown, manufacturers.

Filed 25th June, 1923.

No. 659/23.

"FLAG"

No. 660/23.

No. 663/23.

UNION JACK

No. 665/23.

PENNANT

No. 666/23.

BANNER

No. 667/23.

ENSIGN

No. 668/23.

RED ENSIGN

No. 669/23.

ROYAL STANDARD

(*Nos. 658 to 660/23 to be associated.*)

8163—2nd Advt.

No. 498/23, in Class 13, in respect of vehicle lamps and focus adjusting appliances therefor, all being metal goods in so far as they are included in this class, in the name of Focus Head Light Company, Limited, of 2 Broad Street Place, London E.C.2, England, merchants.

Filed 9th May, 1923.

No claim is made to any right to the exclusive use of the word "Anti-Dazzle" and the representation of a lamp *per se*.

8393—1st Advt.

No. 664/22, in Class 8, in respect of apparatus for wireless telegraphy, wireless telephony, and radio instruments generally, and parts and accessories therefor, in the name of The Aeolian Company, Limited, Aeolian Hall, 131-137 New Bond Street, London, W.L., England, manufacturers.

Filed 3rd August, 1922.

AEOLIAN

(*To be associated.*)

8394—1st Advt.

Nos. 424 and 425/23. No. 424/23, in Class 5, in respect of unwrought and partly wrought metals used in manufacture; and No. 425/23, in Class 13, in respect of metal goods not included in other classes, in the name of Richard Hill & Company, Limited, of Middlesbrough, in the County of York, England, manufacturers.

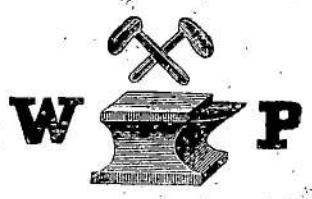
Filed 14th April, 1923.

(*To be associated.*)

8157—2nd Advt.

Nos. 298 and 299/23. No. 298/23, in Class 12, in respect of cutlery and edge tools; and No. 299/23, in Class 13, in respect of metal goods not included in other classes, in the name of David Ward, Edwin Ward, and David Leslie Ward, of 114 West Street, and Limbrick Works, Hillsbro', Sheffield, England, manufacturers and merchants, trading as Ward & Payne.

Filed 8th March, 1923.



No claim is made to any right to the exclusive use of the letters "W.P."

(*To be associated.*)

8161—2nd Advt.

No. 678/23, in Class 17, in respect of tar macadam and similar road-making material included in Class 17, in the name of Tarphalte, Limited, of 479 Salisbury House, London Wall, London, E.C., England, manufacturers.

Filed 2nd July, 1923.

8159—2nd Advt.

No. 677/23, in Class 1, in respect of all goods included in said class, in the name of Goodlass Wall & Company, Limited, of 42 Seel Street, Liverpool, manufacturers.

Filed 2nd July, 1923.

COMBINOL

8158—2nd Advt.

No. 340/23, in Class 3, in respect of chemical substances prepared for use in medicine and pharmacy, in the name of Connaught Antitoxin Laboratories, a department of the University of Toronto, of City of Toronto, Canada.

Filed 21st March, 1923.

INSULIN

8023—2nd Advt.

No. 672/23, in Class 49, in respect of a game, in the name of Robert Caccia, of Windhoek, South-West Africa, engineer, and Edward Cecil Hooper, of 65 Commissioner Street, Johannesburg, accountant.

Filed 27th June, 1923.

NAQUA

8024—2nd Advt.

No. 636/23, in Class 39, in respect of loose-leaf binders, in the name of Lamson Paragon Supply Company, Limited, of 132 Cheapside, London, E.C., manufacturers.

Filed 25th June, 1923.

PARAFLEX

8026—2nd Advt.

ADVERTISEMENTS.

Nos. 615 to 617/23, in Class 45, in respect of tobacco, whether manufactured or unmanufactured, in the name of The African Tobacco Manufacturers, Limited, of 139 Plein Street, Capetown, manufacturers.

Filed 20th June, 1923.

No. 615/23.

PHINEAS

No. 616/23.

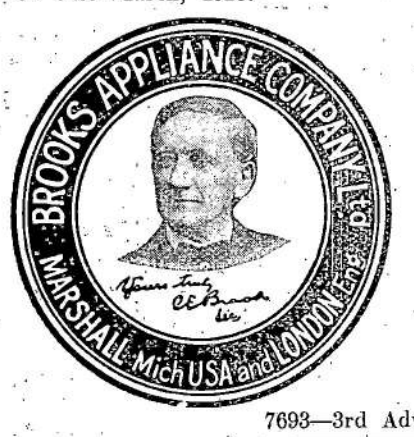
RAG

No. 617/23.

7830—3rd Advt.

No. 368/23, in Class 11, in respect of an appliance (not medicated) for curing and relieving rupture, in the name of Brooks Appliance Company, Limited, 80 Chancery Lane, London, W.C. 2, manufacturers.

Filed 31st March, 1923.



7693—3rd Advt.

Nos. 452 and 453/23. No. 452/23, in Class 47, in respect of common soap, detergents, starch, blue, and other preparations for laundry purposes, and No. 453/23, in Class 48, in respect of perfumes, scented soaps, and toilet soaps, in the name of Hodgson & Simpson, Limited, of 17 Highfield Street, Liverpool, England, manufacturer.

Filed 27th April, 1923.

(*To be associated.*)

7702—3rd Advt.

Nos. 595 and 596/23. No. 595/23, in Class 48, in respect of perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap), and No. 596/23, in Class 3, in respect of chemical substances prepared for use in medicine and pharmacy, in the name of Saltrates, Limited, of 22 Euston Buildings, George Street, London, N.W., England, manufacturing chemists.

Filed 14th June, 1923.

BANODOR

(*To be associated.*)

7694—3rd Advt.

No. 710/23, in Class 42, in respect of all goods included in that class, in the name of Angus Watson & Company, Limited, of Ellison Buildings, Ellison Place, Newcastle-on-Tyne, England, manufacturers.

Filed 14th July, 1923.

SENATOR

8322—1st Advt.

No. 557/23, in Class 42, in respect of condensed milk, in the name of Van den Berghs, Limited, of Mark Lane Station Buildings, London, E.C.

Filed 1st June, 1923.

YACHT

8154—2nd Advt.

No. 588/23, in Class 42, in respect of baking powder, in the name of Govey, Limited, of 32 Burg Street, Capetown, commission agents and merchants.

Filed 11th June, 1923.

CLOVER CREAM

7828—3rd Advt

Notice is hereby given, in terms of the Businesses Registration Ordinance, 1909, and Act No. 32 of 1916, that the general dealer's and wayside hotel business registered in the name of ISAAC SIDELSKY, and carried on by him on portion of the farm Uitspanning No. 71, District Ermelo, has been sold to LEIB GLICK and HYMAN SCHNEIR, carrying on business in co-partnership under the style or firm of GLICK & SCHNEIR as and from the 1st July, 1923.

BRINK & BRINK,
Attorneys for the parties.

Church Square, Ermelo. 7757—13-20-27

KENNISGEWING.

Die algemene handelsaak deur ELIAS LOWENSTEIN gedryf op die plaas Valschspruit No. 103, Distrik Pretoria, met die hele handelsvoorraad daarvan, word verplaas na die plaas Vlakfontein No. 570, Distrik Pretoria.

Erasmus, 6 Julie 1923.

VAN WYK & MARAIS,
Prokureurs van E. Lowenstein.

Posbus 7, Erasmus. 7724—13-20-27

The business carried on by ELIAS SANDLER on Erf No. 219 in Allaarts Buildings, Market Street, Middelburg, Transvaal, and known as the MIDDELBURG FISHERIES, has been transferred to SARAH HOPE as from 2nd July, 1923. —Roos & Wessels, attorneys for the parties. 7711—13-20-27

Notice is hereby given that the restaurant and general dealer's licence taken out in the name of T. LATOUF and carried on under the style of CENTRAL TEAROOMS at 272 Church Street, Pretoria, has been abandoned as from the 5th July, 1923.

7717—13-20-27

Notice is hereby given that the business of general dealer lately carried on by A. M. PETERS on Stands Nos. 272-3, farm Driefontein, District Germiston, has been abandoned as from the 30th June, 1923.

7719—13-20-27

The business of foreign representation registered in the name of H. REIZENSTEIN, of Sauer's Buildings, Johannesburg, is hereby abandoned. 30th June, 1923.

7720—13-20-27

Notice is hereby given that the business of ABDOOL CARRIM CASSIM & CO., 338 Church Street, Pretoria, will be removed to 342 Church Street, Pretoria, on the 31st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg.

7904—13-20-27

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given, in terms of Section 4, Sub-section (1), of the Registration of Businesses Act, 1909, that the business registered at Lydenburg on 18th day of January, 1922, under the business name of ABDUL CARRIM EBRAHIM, branch store, 80 Kantoor Street, Lydenburg, will be sold to GANI JOOSUB as from the 31st day of July, 1923.

A. C. EBRAHIM.

Lydenburg, 5th July, 1923.

7808—13-20-27

Notice is hereby given that the general dealer's business carried on by SAMUEL PHILLIPS, trading as THE HENDRINA BANKRUPT STORE, Lot No. 255, Hendrina, District Middelburg, has been abandoned as from 1st July, 1923.—J. J. Nance, agent, Hendrina. 7869—13-20-27

Notice is hereby given, in terms of the Registration of Businesses Act, that the general dealer's business registered at the Office of the Receiver of Revenue, Heidelberg, under the name and style of INGEL'S CASH STORE on Erf No. 499, in the Township of Willemsdal, will be abandoned on the 31st July, 1923.

G. W. VAN BELKUM,
Agent for the party.

Greylingstad, 5th July, 1923.

7758—13-20-27

NOTICE.

Notice is hereby given that the business formerly carried on at Benoni under the style of KASSEL BROS. has been sold to JULIUS KASSEL, and that from the 1st of July, 1923, the said business will be taken over by the said JULIUS KASSEL, who will carry on the same under his own name and for his own benefit.

Dated at Krugersdorp, this 4th day of July, 1923.

PHILLIPS & OSMOND,
Attorneys for the parties.

Sterling Buildings,
Ockerse Street,
Krugersdorp. 7760—13-20-27

NOTICE.

The general dealer's business registered at Lydenburg in the name of CHARNLEY BROS. at N'koaniestad, has been abandoned since 30th April, 1923.

7974—20-27-3

The general dealer business registered Johannesburg, 1923, name LAI FOEN, Stand No. 350, corner Bishop and Bertha Streets, Turffontein, transferred to HO MOW, as from 1st July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal, parties' agents.

7918—13-20-27

The general dealer and greengrocer licences registered Johannesburg, 1923, name ISRAEL FISHER, Stand No. 1901, 30 Bok Street, Doornfontein, removed to Mining Stand No. 188, Doornfontein, Bezuidenhout, as from 15th July, 1923.—E. & S. Laventhal, party's agents, P. O. Box 5330, Johannesburg. 7919—13-20-27

The general dealer licence registered Krugersdorp, 1923, name H. SALAMSON, Main Road, Randfontein, abandoned on 1st June, 1923, and stock removed to Stand No. 991, 169a Commissioner Street, Johannesburg.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg.

7920—13-20-27

UNION OF SOUTH AFRICA.

MAGISTRATES' COURT ACT
(No. 32 OF 1917).

PRICE 1s. POST FREE.

Obtainable from the Government Printing and Stationery Offices at Pretoria and Capetown.

ADVERTISEMENTS.

The partnership subsisting between ISAAC FLORENCE and SUSMAN MELMAN, trading under the style of MELMAN & FLORENCE, in respect of the general dealers business carried on at Stand No. 2640, Brakpan, was dissolved on the 12th July, 1923, and the licence will be transferred on the 13th August, 1923, to ISAAC FLORENCE, who will continue the business for his sale benefit and account in his own name, and will take over all assets.

BERTHOLD D. SLEVANSKI,
Attorney for the parties.
Bank Chambers,
Modder Road, Brakpan.
8234—27-3-10

NOTICE.

The general dealer's business registered at Johannesburg by N. KALIDAS, 184 Market Street, Johannesburg, has been abandoned as from 31st December, 1922.

J. S. WICHT,
Party's Attorney.
P.O. Box 1, Brits, 18th July, 1923.
8210—27-3-10

Notice is hereby given that the RED SEAL SANDWICH SUPPLY has been removed from 116 Marshall Street to 9 Old Arcade, Johannesburg, as from 9th July, 1923.

8217—27-3-10

BUSINESS REGISTRATION.

Notice is hereby given that the general dealer's business carried on by LEALLA AFRICKA at 136 Long Street, Middelburg, has been removed to 125 Long Street as from the 16th July, 1923.

8222—27-3-10

TRANSFER NOTICE.

Notice is hereby given that the business carried on by A. WOLF on Erf No. 531, Beaconsfield Avenue, and Erf No. 484, Railway Street, Vereeniging, will be transferred to Erf No. 550, Beaconsfield Avenue, as and from 1st August, 1923.—A. WOLF.
8223—27-3-10

The business of furniture dealer carried on by SACKS BROS. in United Buildings, Railway Street, Vereeniging, has been transferred to P. SACKS as and from the 16th July, 1923.—SACKS BROS.

8224—27-3-10

The business of general dealer and cycle repairer carried on by ABDOOLA ADAM at Erf No. 115, Market Street, Standerton, will be abandoned as from the 31st day of July, 1923.

ABDOOLA ADAM.
8230—27-3-10

Notice is hereby given that the general dealer's businesses registered at Receiver of Revenue, Krugersdorp, 30th January, 1922, and 4th April, 1922, in the names of HO JOP, AH WING, and LOW AH TIN, trading as HO JOP & CO., at Stand No. 1, 44 Commissioner Street, Burgershoop, Krugersdorp, and Stand No. 318, 45 Commissioner Street, Burgershoop, Krugersdorp, have been transferred to HO JOP and LOW AH TIN, trading as HO JOP & CO., as from 13th July, 1923.

8238—27-3-10

NOTICE.

Notice is hereby given that the hotel business hitherto carried on by MORRIS GAMSU in the premises known as the PALACE HOTEL, on Stand No. 722, Church Street, Klerksdorp, was, on the 11th day of July, 1923, sold by the said MORRIS GAMSU to ARCHIBALD HAMILTON, together with the trade licences in respect of the dining-room and billiard-room thereto appertaining.

Klerksdorp, this 20th day of July, 1923.

J. A. NESER,
8240—27-3-10 Attorney.

Notice is hereby given that the men's outfitting business carried on by ENOCH HENDRY RIVERS and WALTER STOKES, trading as RIVERS & CO., at 47a Market Avenue, has been sold to ENOCH HENDRY RIVERS as from 1st August, 1923.
8252—27-3-10

Notice is hereby given that the general dealer's business carried on by ISRAEL MANDELZWEIG at the Railway Station, Zeerust, has been transferred to LUIE EPSTEIN as from the 16th July, 1923.

WARREN & V. D. SPUY,
Attorneys for the parties.
Zeerust. 8254—27-3-10

Notice is hereby given that the plumbing and contracting business formerly carried on by W. L. HECK & CO., as the TRANSVAAL PLUMBING WORKS, has been taken over by W. L. HECK & COMPANY, LIMITED, as from the 13th inst. Pretoria, 23rd day of July, 1923.—W. L. HECK, Managing Director. 8271—27-3-10

Notice is hereby given that the general dealer's licence registered in the name of the BANKRUPT STORE, Erf No. 93, King Edward Street, Potchefstroom, has been changed to the name of BLOCHS as from 30th June, 1923. 8288—27-3-10

The refreshment stall, registered Receiver of Revenue, Rustenburg, carried on at Koster Station by ISAI MAIMIN has been transferred to JACOBUS MARTINUS MINIE as from the 1st July, 1923.—S. I. Rubenstein, solicitor for parties, Box 22, Koster. 8301—27-3-10

Notice is hereby given, in terms of the Businesses Registration Act, 1909, that the general dealer's business registered at Revenue Office, Johannesburg by JOSEPH GRATUS, trading as GRATUS & GRATUS, in respect of Stand No. 490, being 51 President Street, will be transferred to Stand No. 497, being 61 President Street, Johannesburg, as from 11th August, 1923.

Johannesburg, this 19th July, 1923.

RAPHAELY, GRATUS & LIEBSON,
Attorneys.
Corporation Buildings, Johannesburg
8302—27-3-10

The general dealer's business registered Receiver of Revenue, Johannesburg, by CHARLES HENRY ORTON, corner Ninth and Turf Streets, La Rochelle, Johannesburg, under the style of CASH BUTCHERY, has been transferred to MAX LEVIN and ISAAC LEVIN as and from 24th July, 1923.
8360—27-3-10

Notice is hereby given that the general dealer's and butcher's licences carried on by THE PEOPLE'S CASH BUTCHERY, LIMITED, at corner of Von Weilligh and Anderson Streets, Johannesburg, will be transferred to SAM FISHER as and from the date of the last publication hereof
8361—27-3-10

The business of agents and brokers registered in the name of GABRIEL MALAN VILJOEN and DANIEL JACOBUS VAN GRAAN, trading as VILJOEN & VAN GRAAN, at 41 Market Hall, Newtown, Johannesburg, has been sold to FRANCINA ALETTA VILJOEN and DAVID NORDIN, trading as VILJOEN & VAN GRAAN
8362—27-3-10

Notice is hereby given that the business registered at Johannesburg under the business name of INTERNATIONAL IMPORT AND EXPORT COMPANY at 64 Moseley Buildings (J SCHNIEDER) is transferred to 91 Glencairn Buildings as from the 2nd day of February, 1923.

8363—27-3-10

General dealer's business registered at Receiver of Revenue and Municipality, Johannesburg, C. CATSAVIS, at Stand No. 53, 74 Noord Street, will be transferred to C. CATSAVIS and A. CATSUPES as from 1st day of August, 1923.

8364—27-3-10

General dealer's business registered at Receiver of Revenue and Municipality, Johannesburg, C. CATSAVIS, at Stand No. 300, 117 Joubert Street, will be transferred to C. CATSAVIS and A. FAYARD as from 1st day of August, 1923.

8365—27 3-10

NOTICE.

Notice is hereby given that the bottle store business carried on by J. F. and W. J. DE LANGE, under the style of the OASIS BOTTLE STORE, at Erf No. 872, Meintjes Street, Belfast, will be removed to Erf No. 864, Meintjes Street, Belfast, as from the 1st day of September, 1923.

Dated at Belfast, this 18th day of July, 1923.

J. F. & W. J. DE LANGE.
8366—27-3-10

Notice is hereby given that the general power of attorney granted by me to SOLOMON WOLPERT, of Malvern, Johannesburg, is hereby cancelled from this date.
Johannesburg, 24th July, 1923.

ISAAC WOLPERT.
222a Market Street. 8367—27

The general dealer and butchery licences registered Johannesburg, 1923, name S. FISHER and A. OSCAR, Stand No. 187, corner Alexander and Fox Streets, Johannesburg, transferred to S. FISHER as from 15th July, 1923, and transfer will be applied for on 11th July, 1923.—M. E. Sachs, party's agent, Johannesburg.
8368—27-3-10

The general dealer business registered at Johannesburg, 1923, name MILLIE HOLZMAN, Stand No. 5161, Railway Street, Braamfontein, abandoned on 16th July, 1923, and stock removed to Stand No. 1403, Springs Extension.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8369—27-3-10

The general dealer business registered at Johannesburg, 1923, name R. H. PATEL, Stand No. 524, 42 President Street, removed to 46 President Street, Johannesburg, as from 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8370—27-3-10

The general dealer business registered at Johannesburg, 1923, name DAJIE BHAGA, Stand No. 524, 42 President Street, removed to 46 President Street, Johannesburg, as from 1st July, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg. 8371—27-3-10

The general dealer, agent or broker's licences registered at Johannesburg, 1923, name MAVJIE LIMBA PATEL, 46 President Street, Johannesburg, removed to Stand No. 481, 37 President Street, Johannesburg, as from 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8372—27-3-10

The general dealer business registered at Johannesburg, 1923, name PREMA PARBHOO, Stand No. 487, 52 Sauer Street, Johannesburg, removed to 45a President Street, Johannesburg, from 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8373—27-3-10

The general dealer business registered at Johannesburg, 1923, name LOUIS SHOCHET (THE LONDON TAILOR), Stand No. 722, 42a Market Street, Johannesburg, transferred to H. L. TAYLOR from 24th July, 1923.—E. & S. Laventhal, parties' agents, 45a Commissioner Street, Johannesburg. 8374—27-3-10

Notice is hereby given that the Assigned Estate of HASSEN EBRAHIM PATEL (J. Cameron, assignee), Stand No. 41, Springs, has been sold to SULIMAN ISMAIL MIA & CO., who in turn sold to M. F. PANDOR from 1st July, 1923.—E. & S. Laventhal. 8375—27-3-10

ADVERTISEMENTS.

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given, in terms of above Act, that the general dealer's business heretofore carried on by ERNEST LAWRENCE WARREN and DANIEL SLIGHTING under the style of the MANOR TIMBER AND IRON CO. at 253 Main Street, has been removed to 21 Essex Street, Kensington, and that the partnership having been dissolved on 30th June, 1923, the said E. L. WARREN will continue to carry on the said business under the said trade name for his own account and benefit.

7866—13-20-27

The dairy business registered Municipality, Johannesburg, 22nd March, 1923, by W. G. TOMSETT at Stands Nos. 24 and 26, African Street, Norwood, has been transferred to JOHN KENYON as and from 4th July, 1923. 7867—13-20-27

Notice is hereby given that the general dealer's business heretofore carried on by CECIL BRAUDO on Erf No. 103, Bethal, under the style of CECIL BRAUDO, will be transferred to Erf No. 50, Bethal, from 1st August, 1923; and that the general dealer's business formerly carried on by JOSEPH GOLDFEIN under the style of JOSEPH GOLDFEIN on Erf No. 50, Bethal, has been sold, together with the stock-in-trade, to CECIL BRAUDO as and from 1st August, 1923.

I. J. VAN HEERDEN,
Agent for the parties.

P.O. Box 90, Bethal. 7868—13-20-27

BUSINESSES REGISTRATION.

Notice is hereby given that the general dealer's business carried on by MOOSA ISMAIL MANSUR on Erf No. 125, Long Street, Middelburg, will be removed to Erf No. 494, Middelburg, as from the 15th July, 1923. 7870—13-20-27

NOTICE.

Notice is hereby given that the business of general dealer carried on at 62-3 National Bank Buildings, Johannesburg, under licence issued to R. BAIRD LANGDON, as agent for ARTHUR BALFOUR & CO. (AFRICA), LTD., has been abandoned, and the stock-in-trade held in connection with the said business has been taken over by the NATIONAL TRADING CO., of 52-9 Cullinan Buildings, corner of Main and Simmonds Streets, Johannesburg.

Johannesburg, this the 10th day of July, 1923.

HYMAN & GODFREY,
Solicitors for the parties.

Marais' Court,
Commissioner Street, Johannesburg.

7871—13-20-27

The general dealer's business carried on by LOUIS PALETZ and AARON PLEIN and AARON SCHER, trading as SELLFREES on Stand No. 1656, corner Pritchard and Loveday Streets, Johannesburg, and the corner of Maddison and Marshall Streets, Jeppestown, Johannesburg, has been dissolved on the 6th day of June, 1923, and that the said LOUIS PALETZ has taken over all the assets and liabilities of the firm, and will trade under the style of SELLFREES for his own benefit.

I. FRANKLIN,
106 Fox Street, Johannesburg.

7872—13-20-27

The butcher's business carried on by LAZAR AARON and FREDERICK RICHARD BOND under the style or firm of PRAGS' MEAT MARKET, has been transferred to ISRAEL NUROCK, who will carry on the business under the same style, and who takes over all assets and liabilities as from the 31st day of May, 1923.

7876—13-20-27

Notice is hereby given that the partnership between ALEXANDER GRAY and EBENEZER PRENTICE PALMER, carrying on business as general dealers at Stand No. 324, Benoni, under the style or name of A. GRAY & CO., has been dissolved by mutual consent as from the 28th February, 1923.

The assets and liabilities have been taken over by the said EBENEZER PRENTICE PALMER, who will carry on the business at the same address for his own benefit under the name of APEX STORES.—Geo. J. H. Clements, agent for the parties, P.O. Box 208, Benoni. 7875—13-20-27

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given that the partnership heretofore subsisting between WILLEM JOHANNES DE ZWAAN and FRANS SOFF, architects, carrying on business under the style or firm of DE ZWAAN & SOFF, architects, Bank Street, Pretoria, was dissolved as from the 1st of July, 1923.

Dated the 11th July, 1923.

FRED. KLEYN,
Attorney for Frans Soff.

Pretoria. 7885—13-20-27

Notice is hereby given that the business carried on by E. J. VERHEIN under the style of the MODEL FRUIT AND VEGETABLE MARKET at 163 Johannesburg Road, La Rochelle, Johannesburg, has been sold and transferred to THOMAS HASLOP LODGE with effect as from the 1st May, 1923. 7922—13-20-27

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given that the business of auctioneers and general dealers carried on by SCHALK WILLEM NOLTE and ROBERT LESTER on Stand No. 981, Brakpan, will be abandoned as from 1st August, 1923. 7923—13-20-27

Notice is hereby given that the hotel dining-room business carried on by JOHN McKENNA under licence issued by the Germiston Municipality in respect of the premises known as the KING'S HOTEL, situate on Stands Nos. 16 and 17, President Street, Germiston, will be transferred to ISABELLA EATON FEIBICKE and CHARLES HERMAN FEIBICKE.

Johannesburg, 10th July, 1923.

STEYTLER, GRIMMER & MURRAY,
Attorneys for the parties.

Consolidated Buildings,
Fox Street, Johannesburg. 7924—13-20-27

REGISTRATION OF BUSINESSES ACT.

Notice is hereby given that the general dealer's licence and the kaffir eating-house licence held by CECIL GUY MELVILLE WHITTUCK and MABEL CHARLOTTE INGLE, trading as WHITTUCK & INGLE on Stand No. 434, Graskop Township, has been transferred to CECIL GUY MELVILLE WHITTUCK, MABEL CHARLOTTE INGLE, and HORWOOD DUNNING INGLE, who will continue to trade as WHITTUCK & INGLE as from 1st July, 1923. 7932—13-20-27

The general dealer, greengrocer's, and fruiterer's licences registered Johannesburg, 1923, name EBRAHIM MAHOMED, Stand No. 23, Spring Street, Ophirton, removed to Stand No. 40, corner Hilliard and Robert Streets, Ophirton, as from 15th July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 7903—13-20-27

The general dealer business registered Johannesburg, 1923, name SIMON DANIEL, Stand No. 237, corner Jeppe and Wolhuter Streets, Newtown, transferred to G. LAKIER, as from 1st July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal, parties' agents, Johannesburg. 7917—13-20-27

The general dealer business carried on by CASSIM HAJEE SULIMAN, Erf No. 54, Pietersburg, has been temporarily removed to Erf No. 50 on 1st March, 1923, and now finally removed to Erf No. 51, Pietersburg, as from 1st June, 1923.—E. & S. Laventhal, Johannesburg. 7905—13-20-27

The general dealer business registered Johannesburg, 1923, name HASSIN ISMAIL HAFFAJEE PADIA (PADIA & CO.), Stand No. 931, 77 Fawcus Street, corner Crown Street, Jeppes, removed to Stand No. 1,168, 10 Berg Street, Belgravia, as from 1st July, 1923.—E. & S. Laventhal, Johannesburg. 7906—13-20-27

The general dealer and leaf tobacco licences registered Benoni, 1923, name DYAR NARAN PATEL, Stand No. 101, Benoni Location, transferred to JAGA BHULLA, as from 13th June, 1923.—E. & S. Laventhal, parties' agents, 45a Commissioner Street, Johannesburg. 7907—13-20-27

Notice is hereby given that MOOSAJEE HASSENJEE has retired from the partnership carried on by MOOSA HASSEN & CO., on Stand No. 624, 9a Kort Street, Johannesburg, as from 1st July, 1923, and in future the business will be carried on by MOOSA HASSEN on his own account. 7908—13-20-27

The general dealer and butchery licences registered Potchefstroom, 1923, name S. SANDLER, Stand No. 368, President Street, Fochville, District Potchefstroom, abandoned on 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 7909—13-20-27

The general dealer and municipal licences registered Germiston, 1923, name ISAAC STARK, 315 Meyer Street, Germiston, will be abandoned on 1st August, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 7910—13-20-27

The general dealer business registered Pretoria, 1922, name LOUISE SAM WOOI, Stand No. 404, Cape Location, Pretoria, abandoned on 31st December, 1922.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 7911—13-20-27

The general dealer licence registered Johannesburg, 1923, name R. EDELMAN, Stand No. 74, 20b Market Street, Johannesburg, abandoned on 1st July, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg. 7912—13-20-27

The general dealer business carried on by JACOB BROUDO, Stand No. 139, 14 Park Drive, Mayfair, has been removed to Stand No. 8,617a, 200 Main Road, Fordsburg.—Raubenheimer & Levy, attorneys for parties, Mutual Buildings, Johannesburg.

7913—13-20-27

The wholesale butcher's and general dealer's business carried on by YETTAH SHER, at Municipal Abattoirs, Newtown, Johannesburg, will be transferred to LOUIS SHER from the 28th July, 1923.—L. Friedman, Attorney for parties, 15/17 Goodman's Buildings, Commissioner Street, Johannesburg. 7914—13-20-27

The general dealer and tearoom business carried on by Mrs. REBECCA TREVAIL & Mrs. MAY LOWDEN (LASCELLES TEAROOM), Stand No. 1253/4, 170 Jeppe Street, Johannesburg, sold to S. S. ROBERTS (LASCELLES TEAROOM) with all assets, from 1st July, 1923.—Pencharz & Jacobson, attorneys for parties.

7915—13-20-27

The general dealer's licences Nos. 1366 and 67493, name RUBIN HATZKILSON, Stand No. 159, Concord Street, Prospect Township, will be abandoned as from 30th June, 1923, and stock will be removed to Stand No. 211, at 103 Knox Street, Germiston, under a new licence.—J. Davis, Germiston. 7916—13-20-27

ADVERTISEMENTS.

The business of agent and broker and representative of foreign firms carried on under the style of BROOKS & GOTHARD, Savoy Buildings, has been abandoned as from the 1st January, 1923.

8087—20-27-3

The general dealer and tearoom licences registered Johannesburg, 1923, name S. SIMONS (ALLIES TEAROOM), 23 Market Street, Johannesburg, transferred to L. J. FUTCHER as from 17th July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal, Johannesburg.

8112—20-27-3

The general dealer business registered at Johannesburg, 1923, name MORRIS WEINER, Stand No. 379, 177 Bree Street, Johannesburg, will be abandoned on 1st August, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg. 8113—20-27-3

The general dealer, tearoom, and all other municipal licences registered Johannesburg, 1923, name KAMACH PILLAY, Stand No. 10, 211 President Street, sold to RAMA PRIMCHAND, from 11th July, 1923.—E. & S. Laventhal, parties' agents, P.O. Box 5330, Johannesburg. 8114—20-27-3

The general dealer and Kaffir eating-house licences registered Johannesburg, 1923, name ELIAS MADALANE, Stand No. 648, 165 Albert Street, Johannesburg, transferred to JOHN SINDICK as from 15th July, 1923, and transfer will be applied for on 4th August, 1923. 8115—20-27-3

The general dealer business registered at Boksburg, 1923, name BENJAMIN & ISIDOR STEINBERG (P A D D Y'S MARKET), Stand No. 484, Boksburg North, abandoned on 30th April, 1923, and stock removed to 71 Knox Street, Germiston.—E. & S. Laventhal, party's agents, Johannesburg. 8116—20-27-3

The general dealer business registered at Johannesburg, 1923, name BESSIE ALPERIN, Stand No. 1334, 62 Harrison Street, Johannesburg, abandoned on 10th July, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg. 8117—20-27-3

The general dealer business registered at Johannesburg, 1923, name MANIOL SEWITZ, Stand No. 97, 69 Wolhuter Street, Wolhuter, Johannesburg, abandoned on 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8118—20-27-3

The general dealer business registered at Johannesburg, 1923, name L. KRAMER, Stand No. 784, Marshalls, 2 Von Weilligh Street, Johannesburg, transferred to L. KRAMER and MOSES SILVERMAN as from 1st July, 1923.—E. & S. Laventhal, parties' agents, 45a Commissioner Street, Johannesburg. 8119—20-27-3

REGISTRATION OF BUSINESSES ACT, 1909.

NOTICE.

Notice is hereby given that the partnership heretofore existing between PHILIP SMITH and MICHAEL GETOWITZ, trading as hotel proprietors, at Brits, in the District of Pretoria, under the style or firm of SMITH & GETOWITZ, has this day been dissolved by mutual consent, and that the said PHILIP SMITH has taken over the business of the said partnership, which will in future be carried on in his own name and for his own account.

Dated at Brits, this 12th day of July, 1923.

H. & H. A. ROSE-INNES,
Attorneys for the parties.

8203—20-27-3

Notice is hereby given that the general dealer's business carried on by JAMES SCOBLE at 46 Simmonds Street, Johannesburg, will be transferred to JOHN EMANUEL FOWLER as and from the 3rd August next.—Katzen & Spitz, attorneys for parties, Johannesburg. 8206b—20-27-3

Notice is hereby given that the business of general dealer lately carried on by the NATIVE RECRUITING CORPORATION, LIMITED, on Stand No. 327, farm Driefontein, District Boksburg, has been abandoned as from the 15th July, 1923.

8172—20-27-3

Notice is hereby given that the general dealer's business carried on by HERBERT ARTHUR BALLANTYNE, trading as H. A. BALLANTYNE at 1 Allkin House, Johannesburg, together with the assets thereof, has been sold and transferred as from the 6th day of July, 1923, to CHARLES BLACK, who will continue the said business in his own name and for his sole benefit under the style of H. A. BALLANTYNE & CO. at Leak's Chambers, 19 Harrison Street, Johannesburg.

Dated at Johannesburg, this 17th day of July, 1923.

LEWIS LEVY,
Solicitor for the parties.

Post Office Corner Building,
Corner Rissik and Market Streets,
Johannesburg. 8173—20-27-3

Notice is hereby given that the business registered at Johannesburg under the business name of PINCUS COHEN, Stands Nos. 443-7, 20a Beit Street, Doornfontein, will be transferred to 15 Beit Street, Doornfontein, as from the 1st day of August, 1923.

8184—20-27-3

Notice is hereby given that the business registered at Johannesburg under the name of COHEN & SONS by MORRIS COHEN, 19 Kerk and Simmonds Streets, will be transferred to Stand No. 1599, corner Pritchard and Troye Streets as from the 1st day of July, 1923. 8185—20-27-3

Notice is hereby given, in terms of the Business Registration Act, 1909, and Act No. 32 of 1916, that cart and wagon maker's and blacksmith's business carried on by STEPHANUS JOHANNES SCHEEPERS as DIE HOGEVELDSE WA- EN RYTUIGMAKERS on portion Erf No. 49, Ermelo, has been sold and will as from the 1st July, 1923, be transferred to WILLEM FRANCOIS STEENKAMP, who will continue to carry on the same under the same name of DIE HOGEVELDSE WA- EN RYTUIGMAKERS.

Ermelo, this 14th July, 1923.

BRINK & BRINK,
Attorneys for the parties.

Box 73, Ermelo. 8148—20-27-3

NOTICE.

Notice is hereby given that the general dealer's business carried on by MICHAEL MILHEM at Stand No. 1649 (49 Harrison Street), Johannesburg, will be transferred to VISRAM PEMA, GOSAI GOVIND, and DAYA CHHITA, trading together in copartnership under the style or firm of VISRAM PEMA & CO., on the 3rd day of August, 1923.

Johannesburg, this 20th day of July, 1923.

KATZEN & SPITZ,
Attorneys for the parties.

Sanderson's Buildings,
Johannesburg. 8153—20-27-3

The business known as MEREINE'S PRODUCE STORE, Pietersburg (A. MEREINE and H. KALLMEYER), has been dissolved as from 30th June, 1923.

The business will be carried on by I. BRENNER and A. MEREINE under the style and firm as heretofore.—A. Mereine, H. Kallmeyer. 8199—20-27-3

Notice is hereby given that the business registered at Johannesburg on the 1st July, 1922, under the name of SAMMONS & BOTTS, Glenitore Buildings, Twist Street, Johannesburg, has been abandoned as from 30th June, 1923. 7986—20-27-3

The general dealer's business registered in the name of A. C. DADA at 194 Prinsloo Street, Pretoria, will be abandoned as from 13th July, 1923.—A. C. DADA.

8002—20-27-3

Notice is hereby given that the business carried on by THOMAS JONSTONE, trading as the SPORTS CAFÉ, 2 De Villiers Street, has been abandoned from the 30th June, 1923.

7968—20-27-3

The restaurant general dealer's business registered Johannesburg, name D. PAPAGEORGE & H. CONSTANDINIDIS, trading as STANDARD CAFE, 324 Marshall Street, Jeppe, has been transferred to H. CONSTANDINIDIS from 2nd July, 1923, all assets and liabilities taken over by same H. CONSTANDINIDIS. 7940—20-27-3

Notice is hereby given that the agent or broker's business registered at Johannesburg, under the business name of FREEMAN LEVY, 15 Caroline Street, will be transferred to 9 Henwood's Arcade, as from the 10th of July, 1923. 7941—20-27-3

The general dealer's business carried on by GILBERT DICKIN, trading as THE BRAKPAN TOILET REQUISITE CO., on Stand No. 1027, Modder Road, Brakpan, will be removed to Stand No. 905, Modder Road, Brakpan, as and from 16th July, 1923.—Frank Young, agent for party, 524 Modder Road, Brakpan. 7944—20-27-3

The general dealer's business carried on by NATHAN RAYFIELD, on Stand No. 1004, Modder Road, Brakpan, is abandoned as and from the 30th June, 1923.—Frank Young, agent for the party, 524 Modder Road, Brakpan. 7945—20-27-3

Notice is hereby given that the business of general dealer, carried on by SARAH MORRIS, on Stand No. 94, corner James and Augusta Streets, Regents Park, has been abandoned as and from the 1st July, 1923.—B. Alexander & Bros., Solicitors for the party, Johannesburg. 7952—20-27-3

General dealer's business registered at Brakpan, name G. GAFFANOWITZ, trading as CLUB MOTOR AND CYCLE WORKS on Stand No. 662, Brakpan, abandoned on the 30th June, 1923.—Chas. Hoppenstein, agent, 28a Rothsay Street, Benoni. 8141—20-27-3

General dealer's business registered at Benoni, name S. VAN DER MERWE, at 84a Market Avenue, Stand No. 1218, removed on the 1st June, 1923, to 91 Market Avenue, Stand No. 1285, Benoni.—Chas. Hoppenstein, agent, Benoni.

8142—20-27-3

Notice is hereby given that the motor garage business carried on by me on Erf No. 141, Ueckermann Street, Heidelberg, Transvaal, has been removed to Erf No. 142, Market Square, Heidelberg, as from 1st July, 1923.

J. SHAM,
Proprietor.

8129—20-27-3

General dealer's business registered at Benoni, name CYROS MANOS, trading as AVENUE TEAROOMS, corner Victoria Avenue and Russel Street, Benoni, transferred to ARISTOTELES SOFIANOS as from the 1st July, 1923.—Chas. Hoppenstein, agent, Box 424, Benoni.

8140—20-27 3

ADVERTISEMENTS.

Notice is hereby given that the general dealer's business carried on by DAVID COHEN and JULIUS KADISHEVITZ under the style of the PIET RETIEF JEWELLERS, on Erf No. 79, Piet Retief, has been abandoned as from the 1st July, 1923.

And that the general dealer's business carried on by the same parties on Erf No. 103, Piet Retief, under the style of COHEN & KADEY, has been altered from the 1st July, 1923, by the said DAVID COHEN retiring from the business, and from which date the said JULIUS KADISHEVITZ carries on the business for his own account, under the style of J. KADEY.

W. I. DEAS,
Solicitor for the parties.

P.O. Box 29,
Piet Retief. 7942—20-27-3

Notice is hereby given, in terms of the Registration of Businesses Act, that the business of general dealer, grocer, greengrocer, fruiterer, and tearoom, carried on by CHRISTOPHER CARRANGIS and STELIOS MATES at 126 Louis Botha Avenue, Yeoville, Johannesburg, and known as THE TEDDY BEAR TEAROOMS, has, together with the stock-in-trade, been sold, and will be transferred to WILLIAM DOW as and from the 29th day of June, 1923.

Dated at Johannesburg, this 9th day of July, 1923.

G. A. WRIGHT,
Solicitor for the parties.

19-20 Grosvenor Chambers,
Loveday Street, Johannesburg.
7969—20-27-3

ONTBINDING VAN VENNOOTSKAP.

ANDREAS MELLET MOLL & HENDRIK PETRUS MULLER, afslaers en algemene agente, handelende onder die naam en firma van MOLL & MULLER, gee hiermee kennis dat die vennootskap tussen hulle ontbind is met wedersydse toestemming op die 30ste Junie 1923.

Alle eise teen en alle skulde aan die vennootskap moet by die gesegde ANDREAS MELLET MOLL (die die saak sal voortset vir sy eie rekening) ingedien en betaal word binne 60 dae vanaf die publiekasie hiervan.

Gedateerd te Ermelo op 5 Julie 1923.

A. M. MOLL.

Posbus 163,
Ermelo. 7946—20-27-3

Notice is hereby given that the partnership existing between WILLEM HENDRIK VORSTER and ALWIJN VAN DER LITH, carrying on business as butchers and farriers on Erf No. 277, Trichardt Street, Louis Trichardt, under the style or firm of THE ZOUTPANSBERG MEAT SUPPLY and the ZOUTPANSBERG SMITHY AND WAGON WORKS, will be dissolved as from the twenty-first day of August, 1923, and that from that date the above businesses will be carried on by the said ALWIJN VAN DER LITH under the above names for the latter's own benefit.—Edward A. Rooth, Attorney for the parties. 7954—20-27-3

The general dealer's business formerly carried on by ISAAC SIMON on Stand No. 204, Kocksoord, District Krugersdorp, has been abandoned as and from the 1st January, 1923. Randfontein, this 12th day of July, 1923.—Gammie & Becker, Attorneys for I. Simon, Main Road, Randfontein.
7957—20-27-3

Notice is hereby given that the general dealer's business registered at Lydenburg in the name of HARRY SILBERMAN, trading at Vermont Siding, Wemmershoek, District Lydenburg, has been abandoned as and from the 1st July, 1923.—C. J. Truter, Attorney for Silberman, Lydenburg,
7809—13-20-27

The butcher's business registered in the name of MORRIS NATHANSON on Stand No. 191, Parkview, has been transferred to WILLIAM KENNEDY as from 2nd July, 1923.—Wertheim, Becker & Leveson, Attorneys for parties, 5, 6, 7, 8, and 9 Corporation Buildings, Rissik Street, Johannesburg.
7810—13-20-27

Kennis word hiermee gegee dat vanaf 1 Julie de besigheid bekend as die LION BRIDGE PRODUCE STORE, 445 Kerkstraat Oost, Pretoria, voorheen gedrewe deur DAVID BORNER en LOUIS JOSEPH, verander sal word en voortaan gedrewe zal word deur DAVID BORNER en SIMON ZAGT. 7814—13-20-27

REGISTRATION OF BUSINESSES ACT.

The general dealer and cycle business carried on by FRIEDRICH ALEXANDER GOLDSCHAGG on Erf No. 193, Bethal, as THE MAGNET CYCLE WORKS, will henceforth be carried on under the style of RUDOLF'S MOTOR AND CYCLE WORKS, and application will in due course be made for endorsement of the licence accordingly.

Bethal, this 9th July, 1923.

P. M. ABRAHAMSOHN,
Attorney for F. A. Goldschagg.
7817—13-20-27

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given, in terms of the above Act, that the restaurant and general dealer's businesses carried on by MONA GLADYS BUSH and HELEN ANNIE DUGGAN on Stands Nos. 140/144, Marshalls, Green's Buildings, Fox Street, Johannesburg, and known as the TURF TEAROOMS, have been transferred to HELEN ANNIE DUGGAN for her sole benefit as from and after 8th July, 1923. Dated at Johannesburg, this 10th day of July, 1923.—Moodie & Robertson, 25-30 Meischke's Building, Harrison Street, Johannesburg, solicitors for the parties.
7844—13-20-27

Notice is hereby given that CHARLES PODLASHUC has admitted OCKERT JOHANNES MEINTJES as a partner in his legal practice, and that the business will continue to be carried on under the style of PODLASHUC & NICOLSON, 22 Bureau Street, Pretoria. 7845—13-20-27

Notice is hereby given that the business of foreign representatives, carried on by OTTO TOBLER, under the name of TOBLER & CO., has been removed from Marlborough House, Eloff Street, to Sacke's Building, corner of Commissioner and Joubert Streets, Johannesburg, as from 1st June, 1923. 7837—13-20-27

Notice is hereby given that the general dealer's business carried on by FREDERICK BURTON, at Stand No. 14, 4 Voorhout Street, Troyeville, has been transferred to EMMY MARIE RAUFF, as from the 3rd day of July, 1923. 7838—13-20-27

REGISTRATION OF BUSINESS.

The business registered by H. MILLER as haidresser and tobacconist, 23a Fort Street, Benoni, has been transferred to J. A. WEST, from 1st July, 1923.
7839—13-20-27

NOTICE.

Notice is hereby given that EDWARD MUNNIK, who formerly carried on business on Lot No. 1298, Bedford Street, Benoni, in partnership with SHAY FRIEDMAN, as produce merchants, under the style or firm of the BENONI MINES PRODUCE COMPANY (since dissolved), has admitted into partnership FREDERICK SIMON VERSEPUT. The said business will, as from the 2nd day of July, 1923, be carried on at the same premises by the said MUNNIK and the said VERSEPUT under the style or firm of VERSEPUT & MUNNIK.

Dated at Benoni, this 9th day of July, 1923.

HULL, PEARSON & TAYLOR,
Attorneys for the parties.

60 Cranbourne Avenue,
Benoni. 7811—13-20-27

Notice is hereby given that the business carried on by CARIM HAJEE AMOD, at 342 Church Street, Pretoria, will be removed to 286 Church Street, Pretoria, on the 31st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 7921—13-20-27

BUSINESS TRANSFER.

THE WOLHUTER EAST CRUSHER STATION has been taken over by ALFRED JOHN YOUNG, 20a Maritzburg Street, from the 1st May, 1923.

C. HELLYER.
7841—13-20-27

The general dealer's business hitherto carried on by CHARLES PICOLA at Stand No. 534, Randgate Township, District Krugersdorp, will be removed to Stand No. 567, Commissioner Street, Krugersdorp, as from the 10th July, 1923.
7854—13-20-27

Tailoring business carried on by ORFEO RISI, SETTIMIO RISI, ADELAIDE RISI, trading RISI FRERES & CO., 19 Goldrich Buildings, Commissioner Street, Johannesburg, dissolved 1st July, 1922. ORFEO RISI carries on business under firm RISI FRERES & CO., and all assets and liabilities taken over on 5th July, 1923.
7857—13-20-27

Agent's business registered Receiver Revenue, Germiston, January, 1923, by L. MELMAN, corner Joubert and Meyer Streets, Germiston, has been removed to 5 High Road, Germiston, from 1st July, 1923.—P. Cronson & Son, party's agents.
7858—13-20-27

Business registered Receiver Revenue, Johannesburg, 23rd May, 1923, by EDWARD LEACH, ALFRED THOMPSON GRAHAM, trading X.L. CONDIMENTS, Stands Nos. 267 and 268, corner Market and Wolhuter Streets, Johannesburg, has been transferred to EDWARD LEACH and JOSEPH WIMMER from 9th July, 1923.
7859—13-20-27

Business registered Receiver Revenue, Johannesburg, 6th March, 1923, by JOE MOOKGO, WILLIAM MATSEKE, and KLAAS RASEBOLSA, Stand No. 107, 19 Fox Street, Ferreirastown, has been removed to Stand No. 77, 14 Becker Street, Ferreiras, Johannesburg, from 10th July, 1923. 7860—13-20-27

Tearoom business registered Receiver Revenue and Municipality, Johannesburg, 24th February, 1923, by BAWA KADIR (10386), Stand No. 635, 5 Staib Street, Doornfontein, Johannesburg, has been transferred to MOHOMED ISMAIL from 25th June, 1923.—P. Cronson & Son, parties' agents.
7861—13-20-27

General dealer's business registered Receiver of Revenue, Johannesburg, 5th January, 1923, by JIM POSIM (157158), MAGALE VILLEGWEN (193304), 45 Von Brandis Street, Turffontein, Johannesburg, has been removed to 18 Albert Street, Johannesburg, as from the 7th July, 1923. 7862—13-20-27

Notice is hereby given that the business registered at Johannesburg under the business name of ALPHA SOAP AND CHEMICAL CO., carried on by G. F. JONES and E H. REED at 212 Main Reef Road, Jeppestown, will be transferred to GEORGE FRANCIS JONES as from the 9th July, 1923. 7863—13-20-27

General dealer's business registered Receiver of Revenue, Johannesburg, 10th January, 1923, by JOHN HENRY MENGES, trading as THE KEW BAKERY on Stands Nos. 411, 418, 388, and 381, Kew Township, has been transferred to WILLIAM ROBERT BURGESS as from 10th July, 1923. 7864—13-20-27

The agency business registered Receiver of Revenue, Johannesburg, 1st January, 1923, by HAROLD A. CROZIER, 121 Commissioner Street, Johannesburg, will be transferred to THEO. BROWN as from 1st August, 1923. 7865—13-20-27

ADVERTISEMENTS.

The dairy business carried on by I. WOLPERT at Kensington, Johannesburg, has been abandoned on 31st December, 1922, and the dairy business at Rosheville, Johannesburg, has been abandoned on 1st July, 1923.—E. & S. Laventhal, parties' agents, P.O. Box 5330, Johannesburg.

8376—27-3-10

The furniture business carried on by B. COHEN (BABY CARRIAGE AND COT CO.) at 92 Pritchard Street, Johannesburg, abandoned from 1st July, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg. 8377—27-3-10

The general dealer, grocer, and greengrocer's licences registered Boksburg, 1923, name NANA PAMIA, Stand No. 45, Old Asiatic Bazaar, Boksburg, removed to Stand No. 59, Old Asiatic Bazaar, Boksburg, as from 1st June, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8378—27-3-10

The general dealer business registered at Johannesburg, 1923, name SOPHIE BLOCH, Stand No. 368, 244 Main Road, Fordsburg, abandoned on 30th June, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8379—27-3-10

The general dealer business registered at Johannesburg, 1923, name QUAN SING, Stand No. 2570, corner Wolmarans and Biccard Streets, Braamfontein, Johannesburg, transferred to AH YAN as from 18th July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal, parties' agents, Johannesburg. 8380—27-3-10

The general dealer business registered at Johannesburg, 1923, name SU SAN, Stand No. 79, corner Becker and Main Street, Johannesburg, removed to 153 Clara Street, Prospect Township, as from 12th July, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg.

8381—27-3-10

The general dealer business registered at Johannesburg, 1923, name BARNET COHEN, Stand No. 74, 22 Market Street, Johannesburg, removed to Stand No. 524, 42 President Street, Johannesburg, as from 15th July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8382—27-3-10

Notice is hereby given that the business carried on by B. BRAZIL as general dealer, of 45b Harrison Street, will be abandoned from the 31st July, 1923.

8324—27-3-10

Notice is hereby given that, owing to the death of Mr. C. A. WENTZEL, the business heretofore carried on under the style of WEBBER, WENTZEL, SOLOMON & FRIEL, as attorneys, notaries, and conveyancers, at City House, Harrison Street, Johannesburg, will be carried on as from the 14th instant at the same place and under the same style by the remaining partners, HUGH ROSS SOLOMON and BENJAMIN HERBERT FRIEL.

Johannesburg, this 24th day of July, 1923.

HUGH R. SOLOMON.
B. H. FRIEL.

8325—27-3-10

Notice is hereby given that the dairy licence of 20 Terrace Road, Fordsburg, held by A. HOLTZ, has been taken over by M. SESEL as from 1st of August.

8329—27-3-10

The general dealer's business carried on by SOLOMON TOBIANSKY at 28 Wilstead Street, Benoni, will be transferred to ARTHUR LEVINE as from the 15th July, 1923.—Max Toker, attorney, Benoni.

8336—27-3-10

General dealer's and fishmonger's business registered Municipal and Revenue Offices, respectively, in respect of Stand No. 210, 90 Turf Club Street, Turffontein, Johannesburg, has been abandoned as and from the 23rd July, 1923.

SAMUEL ROBERTS.

8338—27-3-10

The business carried on by CASSIM ABDULLAH & CO. as general dealers on Portion 2, Grootfontein No. 1327, District Pilgrims Rest. and registered in the Receiver of Revenue's Office, Pilgrims Rest, will be closed and the business abandoned as and from the 31st July, 1923.

8343—27-3-10

The business registered in the name of A. W. THOMAS, and known as the BOUDOIR CAFE, Church Square, Pretoria, has been abandoned as from the 30th June, 1923.

A. W. THOMAS.

8344—27-3-10

NOTICE.

Notice is hereby given that the wholesale and bottle liquor business carried on by HARRY FRIEDMAN as REEF BOTTLE STORE, Brakpan, will be transferred to AUSTIN JOHN ROBERTS ATKIN from the 10th day of August, 1923.

Johannesburg, this 24th day of July, 1923.

HAYMAN & GODFREY,
Solicitors for the parties.

Marais Court,
Commissioner Street, Johannesburg.

8347—27-3

Notice is hereby given that MORRES KUPERMAN, general dealer, carrying on business at 150b Commissioner Street, Johannesburg, has admitted MAX COOPERMAN as a partner in his business, who will in future trade as COOPERMAN BROS. at the same address. The said MORRES KUPERMAN has assumed the surname of COOPERMAN.

Johannesburg, this 27th day of July, 1923.

KATZEN & SPITZ,
Attorneys for the parties.

Sanderson's Buildings, Johannesburg

8351—27-3-10

Business registered Receiver of Revenue, Johannesburg, 1st May, 1923, by ABDULSAMAD ISMAIL GABRU, trading as A. I. GABRU & CO. (10976/E18960), Stands Nos. 621-2, 45 Market Street, Johannesburg, removed to Stand No. 722, 42 Market Street, Johannesburg, from 1st June, 1923.—P. Cronson & Son. 8352—27-3-10

Native eating-house registered Receiver of Revenue, Krugersdorp, and Municipality, Roodepoort, January, 1923, by S. WEINER, Stand No. 428, Kleinpaardekraal, Maraisburg, has been abandoned from 1st July, 1923.—P. Cronson & Son, party's agents.

8353—27-3-10

Advertisement which appeared in *Government Gazette* and local paper, 9/3/16/3/23/3/23, by PAPAS & VENTURAS, that they transferred native eating-house to HO YEN has been cancelled from 11th July, 1923, and business will be carried on as before.—P. Cronson & Son. 8354—27-3-10

The partnership existing between WALTER WILKINSON and COLIN MUNRO, carrying on business as AUTOMOBILE AND CYCLE ACCESSORIES CORPORATION on Stands Nos. 284 and 289, Marshall's Township, will be dissolved by mutual consent as from 31st July, 1923, the said WILKINSON having retired from the business. The business will be transferred to COLIN MUNRO, LIMITED, as from 1st of August, 1923.

WERTHEIM, BECKER & LEVESON.
Attorneys for the parties.

5-9 Corporation Buildings,
Rissik Street, Johannesburg.

8355—27-3-10

DISSOLUTION OF PARTNERSHIP

Notice is hereby given that the partnership heretofore existing between EDWARD ROPER MARTIN and JOHN FARQUHAR McKERCHAR (trading as furniture dealers, under the style or firm of MARTIN & McKERCHAR, on Stand No. 1297, at the corner of Market Avenue and Bedford Street, Benoni) has been dissolved by mutual consent as and from the 1st day of July, 1923, from which date the said JOHN FARQUHAR McKERCHAR will carry on the said business for his own account. All amounts owing to the said partnership business now in liquidation must be paid and all accounts due by the said business must be addressed to EDWARD ROPER MARTIN, 22 Hatfield House, or P.O. Box 1811, Johannesburg, who has been appointed Liquidator of the said partnership business.

Johannesburg, 18th July, 1923.

LUBBERS & WITKIN,
Attorneys for the parties

Birch's Buildings,
Market Street, Johannesburg.

8356—27-3-10

Notice is hereby given that the partnership hitherto existing between MAX PHILLIPS and HARRY D. KLATZKY, carrying on business at Witbank under the style or firm of COOKE'S OUTFITTING, has been dissolved as and from the 24th day of July, 1923, and that the said business will be continued under the said style and for his sole benefit by the said MAX PHILLIPS, who has taken over all the assets and will liquidate all the liabilities of the said partnership. Witbank, 24th July, 1923.—E. R. de Villiers, attorney for parties, Main Street, Witbank.

8357—27

Notice is hereby given that the general dealer's business carried on by AMOD ESSOP BHABHA on Erf No. 229, Middelburg, has been removed to Erf No. 133, Long Street, Middelburg. The branch store businesses on Erf No. 229 and Erf No. 133 have been abandoned as from the 30th June, 1923. 8358—27-3-10

Agent's and general dealer's registered at Johannesburg, January, 1923, by CYRIL GORDON DAVIES and THOMAS KIERNAN HUGHES, trading as C. GORDON DAVIES & CO., 43 National Bank Buildings, Pritchard Street, Johannesburg, will be transferred to CYRIL GORDON DAVIES, trading as C. GORDON DAVIES & CO., from 30th June, 1923.

8359—27-3-10

The Kaffir eating-house, grocer's, and butcher's business carried on by HARRY GLAUBER on Trading Site (or Stand) No. 318, Benoni Farm, will be transferred to GLIGO POZNANOVICH as from the 1st August, 1923.—M. Toker, attorney, Benoni.

8337—27-3-10

Notice is hereby given that the business carried on by BHANA LALA as fruiterer at Erf No. 111, Kerk Street, Bethal, has been sold and transferred to CHANA LALA & CO. as from 1st July, 1923.—BHANA LALA. 8385—27-3-10

Notice is hereby given, in terms of the Business Registration Ordinance (Transvaal), 1909, and Act No. 32 of 1916, that the business of general dealer, Kaffir eating-house keeper, and butchery carried on by NORMAN KAPLAN, KAREL KAPLAN, and LOUIS BUTCOVSKY on Trading Stand No. 13, Village Deep, Limited, situate on Claims Nos. 1007-8 and 412 on the farm Turffontein No. 21, in the Mining District of Johannesburg, has been disposed of and transferred to ROBERT KAPLAN as from the 13th day of July, 1923, subject to the transfer by the Mining Commissioner of Johannesburg of the trading certificate and lease in respect of such trading stand into the name of ROBERT KAPLAN and to the sanction of the application for such transfer by the Minister of Mines.

Johannesburg, this 24th day of July, 1923.

N. WERKSMAN,
Attorney for parties.

8-10 Meischke's Buildings,
Harrison Street, Johannesburg.

8390—27-3-10

ADVERTISEMENTS.

The general dealer and tearoom licences registered Johannesburg, 1923, name EBRAHIM ISMAIL VORACHA, Stand No. 569, 2 Sauer Street, Johannesburg, transferred to GOSAI LALA as from 11th July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal.
8121—20-27-3

The general dealer business registered at Johannesburg, 1923, name E. M. LUNAT, A. MAHOMED, and M. ESSOP, Stand No. 1684/5, Main Road, Newlands, transferred to A. MAHOMED & ESSOP as from 2nd July, 1923.—E. & S. Laventhal, parties' agents, P.O. Box 5330, Johannesburg.
8122—20-27-3

The general dealer business registered at Johannesburg, 1923, name LONG YUNG, Stand No. 629, corner Prarie and Violet Streets, Rosettenville, transferred to LONG WING as from 1st July, 1923, and transfer will be applied for in due course.—E. & S. Laventhal, parties' agents, Johannesburg.
8123—20-27-3

The agent's business registered Johannesburg, 1923, name SAMUEL GELVAN (THE ORANGE FREE STATE PRODUCE SUPPLY CO.), 58e Becker Street, Newtown, Johannesburg, transferred to A. LIPKIN (LIPKIN & CO.) from 10th July, 1923.—E. & S. Laventhal, parties' agents, P.O. Box 5330, Johannesburg. 8124—20-27-3

The general dealer business registered at Johannesburg, 1923, name ABRAHAM WEINSTEIN, Stand No. 993, 208 Bree Street, removed to Stand No. 994, 210 Bree Street, Johannesburg, as from 1st June, 1923.—E. & S. Laventhal, party's agents, 45a Commissioner Street, Johannesburg.
8125—20-27-3

The general dealer and butchery licences registered Johannesburg, 1923, name JOHN NOZICA (PLANTATION CASH BUTCHERY), Stand No. 845, 330a Main Road, Fordsburg, abandoned on 15th July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg.
8126—20-27-3

Notice is hereby given that the branch business carried on by A. P. MAHOMED, 352 Pretorius Street, corner Prinsloo Street, Pretoria, has been sold to A. S. GRUPEL as from 9th July, 1923.—E. & S. Laventhal, parties' agents, 45a Commissioner Street, Johannesburg. 8127—20-27-3

The general dealer business carried on by ISMAIL MAHOMED at Erf No. 5, Brits, will be removed to Erf No. 7, Brits, as from 31st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg.
8128—20-27-3

Business registered Receiver Revenue at Johannesburg, 31st January, 1923, by ESSOP EBRAHIEM (3251/2465), Stand No. 32, corner Park and Turf Club Streets, Turffontein, Johannesburg, has been removed to 113 Booysens Road, Ophirton, Johannesburg, from 1st July, 1923.—P. Cronson & Son, party's agents.
8134—20-27-3

Business registered Receiver Revenue at Johannesburg, 17th January, 1923, by HO MUN (3198/V2412), Stand No. 832, 63 Avenue Road, Fordsburg, Johannesburg, has been transferred to HO MIN KUM from 11th July, 1923.—P. Cronson & Son, parties' agents. 8135—20-27-3

Business registered Receiver Revenue at Johannesburg, 9th February, 1923, by MAHOMED MAJAM (1834/1046), Stand No. 824, 184 Market Street, Johannesburg, has been transferred to RAHAMAN RASSOOL from 11th July, 1923.—P. Cronson & Son, parties' agents. 8136—20-27-3

Business registered Receiver Revenue at Johannesburg, 2nd February, 1923, by MOSES AARON WAINSTAIN, Stand No. 827, 188 Market Street, Johannesburg, has been removed to Stand 832, 194 Market Street, Johannesburg, from 30th June, 1923.—P. Cronson & Son, party's agents.
8137—20-27-3

Business registered Receiver Revenue at Johannesburg, 5th January, 1923, by MAHOMED SALI (10768), SHAIK AHMED (17398), ABDUL GAFOOR (15060), MAHOMED CASSIM (15061), Stand No. 409, 35 Pioneer Road, Fordsburg, Johannesburg, abandoned from 12th July, 1923.—P. Cronson & Son. 8138—20-27-3

The pedlar's licence registered by H. CROCKER and carried on at Old Yost Buildings on Church Square under the style of SUN-BRAND PEANUT FACTORY has been sold to the SOUTH AFRICAN PEANUT FACTORY, 3 and 5 Prinsloo Street, as from the 18th July, 1923.—H. CROCKER and J. M. SIEFE. 8103—20-27-3

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given, under the provisions of the above Act, that the business of bottle-store keeper carried on by DANIEL JOSEPH MAHONEY at 262 Market Street, Pretoria, under the style of MAHONEY'S BOTTLE STORE, together with the liquor licences and assets thereof, has been transferred to DANIEL JOSEPH MAHONEY and JOSEPH McLACHLAN, trading as MAHONEY & McLACHLAN, as from the 16th day of July, 1923. The business will continue at the same address and under the name of MAHONEY'S BOTTLE STORE, with JOSEPH McLACHLAN as licensee.
Pretoria, 16th July, 1923.

D. J. MAHONEY,
JOSEPH McLACHLAN.

8104—20-27-3

The business registered at Johannesburg on 30th January and 23rd May, 1923, by N. SHAMOSEWITZ, and N. SHAMOSEWITZ and M. GILBERT respectively, as DEVONSHIRE DAIRY, Stands Nos. 270-1, Raleigh Street, Yeoville, was sold to the LORAINE DAIRY AND FARMING CO., LTD., from 11th July, 1923. 8110—20-27-3

The general dealer and tearoom business registered Municipality, Johannesburg, 1st January, 1923, by RACHEL GERTRUDE EDWARDS and DORA WARD at 178 Commissioner Street, Johannesburg, will be transferred to ARTHUR RANDALL CURRIN as from 1st August, 1923.
8130—20-27-3

The milkshop and general dealer's business registered Municipal and Revenue Offices 10th March and 10th February, 1923, respectively, by JOSEPH ROSEVEAR and JOSEPH BRITTLE on Stand No. 279, 7 Banket Street, Johannesburg, will be transferred to PETER MULLER from 4th August, 1923. 8131—20-27-3

Notice is hereby given that the INCHCAPE HALL, Stand No. 6, Eloff Street Extension (JAMES GRANT GIBSON), has been transferred to BUCHANAN & REID as from the 12th July, 1923. 8132—20-27-3

Business registered Receiver of Revenue, Johannesburg, LEWIS DOMINGO (97393), native, will be altered by the admission of TOM MANAKO (96029) as a partner, trading at Stand No. 241, Meyer Avenue, Newclare, as from 30th June, 1923.
8133—20-27-3

General dealer's business registered at Boksburg, name DENNIS JOHN LAWS, on Stand No. 524, 17 Cason Road, Boksburg North, removed to Stand No. 531, 24 Cason Road, Boksburg North, as from 1st July, 1923.—Chas. Hoppenstein, agent, Box 424, phone 424, Benoni.
8139—20-27-3

The general dealer business registered at Johannesburg, 1923, names MOSES SILVERMAN, Stand No. 788, Marshalls, corner Delvers and Cornelius Streets, Johannesburg, abandoned on 1st July, 1923.—E. & S. Laventhal, party's agents, P.O. Box 5330, Johannesburg. 8120—20-27-3

The stock-in-trade, furniture, fittings, and outstandings of the general dealer's business heretofore carried on by CONSTANTINE ANTONIO at 300 St. Andries Street, Pretoria, have been sold and will be transferred to JOHN BLACK and MICHELL VLISMAS, trading as APOLLO TEAROOMS, immediately after the third publication of this notice.

Pretoria, this 17th day of July, 1923.

LAPIN & LAPIN,
Attorneys for the parties.

Tudor Chambers,
Church Street, Pretoria.
8074—20-27-3

Notice is hereby given that ARTHUR HENRY FRIEND has admitted WALTER ERNEST LANE as a partner in the business of house and estate and general agents carried on at 206 Pretorius Street, Pretoria, under the style of FRIEND & CO., and that the said business, as from 1st July, 1923, will be carried on at the same address under the style of FRIEND & LANE.

J. R. AUSTIN,
Attorney for the parties.

206 Pretorius Street,
Pretoria. 8012—20-27-3

TRANSFER OF BUSINESS.

The general dealer's business carried on by LUKAS MAGALAKA and LOT NGUBENI at Stand No. 31, Ermelo Location, has been transferred to Stand No. 16, Ermelo Location. 8049—20-27-3

Notice is hereby given that the business carried on under the name of WILLIAM CAMPBELL as general dealer and representative of foreign firms, at Winchester House, Main Street, Johannesburg, has been removed to Hudson House, 112 Marshall Street, Johannesburg, as from 30th June, 1923. 8058—20-27-3

Notice is hereby given that DEBENHAMS (SOUTH AFRICA), LTD., carrying on business at Greenacre's Buildings, Johannesburg, will abandon its general dealer's business as and from the 18th July, 1923. Dated at Johannesburg, this 16th day of July, 1923.—Cliffe & Dekker, solicitors, Colonial Mutual Chambers, Fox Street, Johannesburg. 8057—20-27-3

The notices appearing *Government Gazette* on 6th and 13th July, *re* transfer general dealer's business, JOHNSON & BAUMANN, at 199 Stock Exchange Buildings, is hereby cancelled, Johannesburg, 16th July, 1923.
8070—20-27-3

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given that the butchery business hitherto carried on by SOLOMON GETZ and PETER DUCROUT CLAASSEN in co-partnership under the firm name or style of THE SYNDICATE MEAT MARKET at Stand No. 356, corner of Commissioner and Corrie Streets, Jeppe, Johannesburg, has been sold to JOHN NEVILLE, and will be transferred to him as at and from 16th July, 1923, from which date the said business will be carried on by the said JOHN NEVILLE under the same firm name or style for his own account.

Johannesburg, this 11th day of July, 1923.

ROUTLEDGE & DOUGLAS WILSON,
Attorneys for parties.

Standard Bank Chambers,
Johannesburg. 8053—20-27-3

REGISTRATION OF BUSINESSES ACT.

The business of registered public accountant carried on by the undersigned at Norwich Union Buildings, Johannesburg, has been transferred to 104 Commissioner Street, Johannesburg, as and from the 16th inst.—STANLEY V. SMITH, R.P.A.
8082—20-27-3

ADVERTISEMENTS.

Notice is hereby given that the business registered at Johannesburg under the business name of KLIP RIVER DAIRY, by MARY NORTH, 347 Main Street, Jeppestown, will be transferred to 344 Main Street, Jeppestown, as from the 15th day of July, 1923.

8424—27-3-10

Notice is hereby given that the business registered at Johannesburg by VICTOR BURTON, under the business name of MAISON VICTOR, 6, 9, and 10 Morley House, Joubert Street, will be transferred to 1 Watt's Buildings, Kerk Street, as from the 1st day of August, 1923.

8425—27-3-10

Notice is hereby given that the business registered at Johannesburg on 29th June, 1923, under the business name of B. I. THOMPSON, 14 Exchange Buildings, Market Street, will be transferred to 17 Jeppe Arcade as from the 1st day of August, 1923.

8426—27-3-10

NOTICE.

Notice is hereby given that the dairy business carried on by DAVID BLUMBERG at Lot No. 199, Lyndhurst, has been sold and will be transferred to MORRIS ELIJAH FRIEDLAND as from the 1st August, 1923.

Dated at Johannesburg, this 25th day of July, 1923.

D. L. SHAFFER,
Attorney for the parties.

Steytler's Buildings, Johannesburg.

8435—27-3-10

The general dealer's business registered at Pretoria, 1923, name HO SHANG YING, 52 Potgieter Street, will be transferred to HO WING from 16th July, 1923.

8436—27-3-10

REGISTRATION OF BUSINESSES ACT, 1909.

Notice is hereby given that the business (barber shop) registered in the name of RUDOLF SCHEE at Langham Street, Erasmus, has been transferred to A. KRUMM as from this date.

RUDOLF SCHEE.

Erasmus, 27th July, 1923.

8410—27-3-10

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division).

Master's Office,
Pretoria, 24th July, 1923.

In the matter between VAN HEES & SMUTS, Applicant, and WILLEM JOHANNES STEYN, Respondent.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 30th day of May, 1923, by the Supreme Court of South Africa (Transvaal Provincial Division) has been superseded, and the petition discharged by order of the said Court, dated the 19th day of July, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

IN HET HOOGGERECHTSHOF VAN ZUID-AFRIKA
((Transvaal Provinciale Afdeling).

Meesterskantoor,
Pretoria, 24 Julie 1923.

In de zaak tussen VAN HEES & SMUTS, Applikanten, en WILLEM JOHANNES STEYN, Respondent.

Kennis wordt hiermede gegeven dat de Voorlopige Order van Sekwestratie in deze zaak verleend op de 30ste dag van Mei 1923 door het Hooggerechtshof van Zuid-Afrika (Transvaal Provinciale Afdeling) is terzijde gezet en de petitie geweigerd door order van gezegd Hof, gedateerd de 19de dag van Julie 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

8403—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division).

Master's Office,
Pretoria, 24th July, 1923.

In the matter between JOSEPH VAN STRAATEN, Applicant, and JOHN DICKSON, Respondent.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 19th day of June, 1923, by the Supreme Court of South Africa (Transvaal Provincial Division) has been superseded, and the petition discharged by order of the said Court, dated the 19th day of July, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

IN HET HOOGGERECHTSHOF VAN ZUID-AFRIKA
((Transvaal Provinciale Afdeling).

Meesterskantoor,
Pretoria, 24 Julie 1923.

In de zaak tussen JOSEPH VAN STRAATEN, Applikant, en JOHN DICKSON, Respondent.

Kennis wordt hiermede gegeven dat de Voorlopige Order van Sekwestratie in deze zaak verleend op de 19de dag van Junie 1923 door het Hooggerechtshof van Zuid-Afrika (Transvaal Provinciale Afdeling) is terzijde gezet en de petitie geweigerd door order van gezegd Hof, gedateerd de 19de dag van Julie 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

8405—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division).

Master's Office,
Pretoria, 24th July, 1923.

In the matter between COOPER MAISTER & GREVLER, Applicants, and LAZARUS MILLER, trading as BESPOKE TAILORING AND IMPORTING COMPANY, Respondent.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 21st day of June, 1923, by the Supreme Court of South Africa (Witwatersrand Local Division) has been superseded, and the petition discharged by order of the said Court, dated the 17th day of July, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

IN HET HOOGGERECHTSHOF VAN ZUID-AFRIKA
(Transvaal Provinciale Afdeling).

Meesterskantoor,
Pretoria, 24 Julie 1923.

In de zaak tussen COOPER MAISTER & GREVLER, Applikanten, en LAZARUS MILLER, handelende als BESPOKE TAILORING AND IMPORTING COMPANY, Respondent.

Kennis wordt hiermede gegeven dat de Voorlopige Order van Sekwestratie in deze zaak verleend op de 21ste dag van Junie 1923 door het Hooggerechtshof van Zuid-Afrika (Witwatersrand Lokale Afdeling) is terzijde gezet en de petitie geweigerd door order van gezegd Hof, gedateerd de 17de dag van Julie 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

8406—27

KENNISGEWING.

In die Boedel van wyle MATTHYS JACOBUS PRETORIUS, van Nooitgedacht No. 9, Distrik Lichtenburg.

Krediteure en Debiteure in bogenoemde Boedel word versoek hulle vorderings in te lewer en hulle skulde te betaal by die Eksekuteur te Nooitgedacht No. 9 binne dertig dae vanaf datum van publikasie van hierdie kennisgewing.

A. D. HEYDENRYCH,
Eksekuteur Testamentêr.

Nooitgedacht No. 9,
P.K. Barberspan,
Distrik Lichtenburg. 8384—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division).

Master's Office,
Pretoria, 24th July, 1923.

In the matter between THAMBI NARANSAMMY NAIDOO, Applicant, and HETTY DAVIS (otherwise HETTY BERKOWITZ), trading as CITY TEAROOMS, Respondent.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 25th day of June, 1923, by the Supreme Court of South Africa (Witwatersrand Local Division) has been superseded, and the petition discharged by order of the said Court, dated the 17th day of July, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

IN HET HOOGGERECHTSHOF VAN ZUID-AFRIKA
((Transvaal Provinciale Afdeling).

Meesterskantoor,
Pretoria, 24 Julie 1923.

In de zaak tussen THAMBI NARANSAMMY NAIDOO, Applikant, en HETTY DAVIS (anders HETTY BERKOWITZ), handelende als CITY TEAROOMS, Respondent.

Kennis wordt hiermede gegeven dat de Voorlopige Order van Sekwestratie in deze zaak verleend op de 25ste dag van Junie 1923 door het Hooggerechtshof van Zuid-Afrika (Witwatersrand Lokale Afdeling) is terzijde gezet en de petitie geweigerd door order van gezegd Hof, gedateerd de 17de dag van Julie 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

8407—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division).

Master's Office,
Pretoria, 24th July, 1923.

In the matter between ANTONY JOSEPH FARAH, Applikant, en SALIM NOUN, Respondent.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 19th day of June, 1923, by the Supreme Court of South Africa (Witwatersrand Local Division) has been superseded, and the petition discharged by order of the said Court, dated the 17th day of July, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

IN HET HOOGGERECHTSHOF VAN ZUID-AFRIKA
(Transvaal Provinciale Afdeling).

Meesterskantoor,
Pretoria, 24 Julie 1923.

In de zaak tussen ANTONY JOSEPH FARAH, Applicant, and SALIM NOUN, Respondent.

Kennis wordt hiermede gegeven dat de Voorlopige Order van Sekwestratie in deze zaak verleend op de 19de dag van Junie 1923 door het Hooggerechtshof van Zuid-Afrika (Witwatersrand Lokale Afdeling) is terzijde gezet en de petitie geweigerd door order van gezegd Hof, gedateerd de 17de dag van Julie 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

8404—27

Estate late CHRISTOS MANZARIS (No. 49977).

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Resident Magistrate, Johannesburg, for a period of twenty-one days from publication hereof.

Dated at Johannesburg, this 27th day of July, 1923

N. WERKSMAN,
Attorney for Executor Dative.

8-10 Meischke's Buildings,
Johannesburg. 8330—27

ADVERTISEMENTS.

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division).

In the matter between NATHAN BERNSTEIN, Applicant, *versus* NEWLANDS BRICK AND TILE COMPANY, LTD., Respondent.

Johannesburg, Tuesday, the 17th day of July, 1923.

(Before the Hon. Mr. Justice Krause.)

Upon hearing Mr. G. A. Mulligan, of Counsel for the Applicant, and Mr. M. Franks, of Counsel for the Respondent Company, and upon reading the rule *nisi* granted herein on the 28th day of July, 1923, duly served and published as directed,

It is Ordered;

That the Company known as Newlands Brick and Tile Company, Limited, be and is hereby placed under a Final Winding-up Order.

By Order of the Court.

R. T. NORMAN,
Assistant Registrar.

Marks & Kantor.

NOTICE OF MEETINGS OF CRÈDITORS AND CONTRIBUTORIES PURSUANT TO SECTION 128 OF THE COMPANIES ACT, 1909.

In the matter of the Newlands Brick and Tile Company, Limited (C.A. 1448) (in liquidation).

Notice is hereby given to all persons being Creditors or Contributories of the Newlands Brick and Tile Company, Limited, that a separate Meeting of Creditors and Contributories will be held before the Magistrate, Johannesburg, at his office on the 7th day of August, 1923, the Meeting of Creditors at 11 o'clock in the forenoon precisely, and the Meeting of Contributories immediately thereafter, for—

(*a*) the proof of debts by Creditors;
(*b*) determining the person or persons whose names shall be submitted to the Court in an application to the Court for appointing a liquidator or liquidators;
(*c*) determining whether or not an application is to be made to the Court for the appointment of a Committee of Inspection to act with the Liquidator, and who are to be the members of the Committee, if appointed.

And it is further notified that all proofs of debt of persons desiring to vote at the Meeting of Creditors must be lodged with the Magistrate not later than 24 hours before the holding of the said Meeting, and that proxies in the prescribed form, to be used at the Meeting of Creditors and Contributories, must be lodged with the Magistrate, Johannesburg, for transmission to the Master not earlier than twelve at noon, on the 4th day of August, 1923, or later than twelve o'clock at noon on the 6th day of August, 1923.

UNWIN S. BARRETT,
Master of the Supreme Court.

Master's Office, Supreme Court,
Pretoria, 24th July, 1923.

KENNISGEVING VAN BIJEENKOMSTEN VAN KREDITEUREN EN KONTRIBUANTEN OVEREENKOMSTIG SEKTIE 128 VAN DE MAATSCHAPPIJ WET VAN 1909.

In zake Newlands Brick and Tile Company, Beperkt (in likwidatie).

Kennis wordt mits deze gegeven aan alle personen die Krediteuren of Kontribuanten zijn van de Newlands Brick and Tile Company, Bpkt.; dat een Afzonderlike Vergadering voor Krediteuren en voor Kontribuanten zal worden gehouden onder voorzitterschap van de Assistent Resident Magistraat, Civiele Afdeling, ten zijn kantore te Johannesburg, op de 7de dag van Augustus 1923; de Vergadering van Krediteuren om 11 ure precies, in de voormiddag, en de Vergadering van Kontribuanten onmiddellik daarna, ten einde om—

(*a*) Krediteuren hun schulden te doen bewijzen;
(*b*) te beslissen over een persoon of personen wier namen, in een applikatie voor het aanstellen van een likwidateur of likwidateuren, aan het Hof zullen worden voorgedragen;
(*c*) te besluiten of het raadzaam zal zijn om een applikatie aan het Hof te maken ten einde een Kommissie van Inspektie aan te stellen, om met de likwidateur te fungeren, en of de personen van zulke Kommissie, indien aangesteld, ook leden van de Kommissie zullen zijn.

Kennis wordt verder mits deze gegeven dat alle bewijzen van schuld van personen, die begerig zijn om op de Vergadering van Krediteuren te stemmen, moeten binnen 24 uur, vóór het houden van zulke vergadering, bij de Assistent Resident Magistraat voor opzending naar de Meester worden ingediend, en dat de volmachten in de voorgeschreven vorm, die bij de Vergadering van Krediteuren en Kontribuanten gebruikt kunnen worden, moeten worden ingediend bij de gezegde Magistraat voor opzending naar de Meester, niet eerder dan 12 uur des middags, op de 4de dag van Augustus, 1923, of niet later dan 12 uur des middags, op de 6de dag van Augustus 1923.

UNWIN S. BARRETT,
Meester van het Hooggerechtshof.

Meesterskantoor,
Hooggerechtshof van Zuid-Afrika
(Transvaal Provinciale Afdeling),
Pretoria, 24 Julie 1923.

8409—27

NOTICE TO CREDITORS.

In the matter of the RAND RICKSHAS, LIMITED.

All persons claiming to be local Creditors (as defined in Act No. 7 of 1907, Transvaal) against this Company are required to take notice that the appointment of HENRY ERNEST MATTINSON as Liquidator has been duly recognized by the Supreme Court, and that the Master has appointed a meeting to be held before him in the Law Courts, Pretoria, on Friday, the 3rd August, 1923, at 10 o'clock in the forenoon precisely, for the filing of the claims of such local Creditors against the said Company, the admission and rejection of claims to be regulated by the law and practice in insolvency.

UNWIN S. BARRETT,
Master of the Supreme Court (Transvaal Provincial Division).

Master's Office, Supreme Court,
Pretoria, 20th July, 1923.

8422—27

NOTICE OF ASSIGNMENT.

Notice is hereby given that the partnership firm of NATORP & IRELAND, of Pietersburg, Transvaal, consisting of ERNEST GEORGE IRELAND and the Estate of the late CARL GOTTFRIED THEODOR NATORP (herein represented by the Executors Testamentary, EMIL NATORP and the said GEORGE ERNEST IRELAND), has made an assignment of its property in favour of JOHN SINCLAIR, of Johannesburg, in trust for the Creditors of the said partnership firm of Natorp & Ireland, if they accept same; and that the schedules of the said partnership firm of Natorp & Ireland will lie for inspection, and the Deed of Assignment for inspection and signature by all Creditors entitled to sign same, at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Resident Magistrate, Pietersburg, for a period of fourteen (14) days from the 3rd day of August, 1923, to the 18th day of August, 1923.

It is further notified that if the said assignment shall be declined, application will be made to the Supreme Court of South Africa (Transvaal Provincial Division) on Thursday, the 30th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of the said partnership firm of Natorp & Ireland as insolvent.

Johannesburg, this 24th day of July, 1923.

HAYMAN & GODFREY,
Attorneys for Natorp & Ireland

Marais Court,
Commissioner Street, Johannesburg.

8246—27

NOTICE OF ASSIGNMENT.

Notice is hereby given that NATHAN EMDIN, of Johannesburg, has made an assignment of his property in favour of JOSEPH PEEL, of Johannesburg, in trust for the Creditors of the said Nathan Emdin, if they accept the same; and that the schedules of the said Nathan Emdin will lie for inspection, and the Deed of Assignment for inspection and signature by all Creditors entitled to sign, at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Magistrate, Johannesburg, for a period of fourteen days reckoned from the 30th day of July, 1923, to the 14th day of August, 1923.

It is further notified that if the said assignment shall be declined, application will be made to the Supreme Court of South Africa (Witwatersrand Local Division) on the 23rd day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of the said Nathan Emdin as insolvent.

Dated at Johannesburg, this 27th day of July, 1923.

L. FRIEDMAN,
Attorney for Assignor.

15-17 Goodman's Buildings,
Commissioner Street, Johannesburg

6239—27

In the Estate of the late JACOBA WILHELMINA VAN DER MERWE (born BOOYSEN) and surviving spouse, JACOBUS CHRISTIAN VAN DER MERWE, of Vlakfontein, District Heidelberg, P.O. Box 32, Vereeniging (No. 51665).

Creditors and Debtors are hereby called upon to file their claims and pay their debts to the undersigned within four weeks from date of publication hereof.

Dated at Vereeniging, this 18th day of July, 1923.

VORSTER & ROOD BROS.,
Solicitors for Executor Testamentary.

8214—27

NOTICE OF SALE.

The undersigned, duly instructed by the Trustee in the Insolvent Estate of HENDRIK GABRIEL GREEFF, a farmer, of Klipbankfontein No. 82 (*alias* Manana), will sell by public auction at Lichtenburg on Saturday, the 11th of August, 1923, at 10 a.m. sharp, the undermentioned properties and loose assets, namely:—

(*a*) Certain remaining extent of portion D of Klipbankfontein No. 82 (*alias* Manana), District Lichtenburg, measuring as such, 358 morgen 431 square roods.
(*b*) Certain portion 6 of the farm Klipbankfontein No. 82 (*alias* Manana), District Lichtenburg, measuring 15 morgen 69 square roods.

Both portion 6 and portion D are only entitled to two-thirds of a water-right.

Loose Assets.

12 Oxen, 12 cows with calves, 22 mixed cattle, 2 bulls, 50 sheep, 2 double-furrow ploughs, 1 planter, 2 cultivators, 1 tooth-harrow, 1 wagon, 1 cart, 1 spider, separator, furniture, etc., and about 50 bags of mealies.

CECIL H. MEINTJES; Auctioneer, etc.,
Box 28, Lichtenburg.

H. I. Mathews,
Box 22, Lichtenburg,
Sole Trustee. 8226—27

In the Insolvent Estate S. H. CHURCHILL.

The movable assets in the above Estate will be sold by Messrs. Lezard & Co. at the Garage De Luxe, Church Street East, on Tuesday morning, 31st July, at 10.30 sharp.

R. J. WEBB,
Sole Trustee.

8237—27

ADVERTISEMENTS.

NOTICE.

The undersigned, duly instructed by the Trustee in the Insolvent Estate of ANDRIS JOHANNES GREEFF, a farmer, of Tweebuffelsgeschiet No. 34, District Lichtenburg, will sell by public auction at Lichtenburg on Saturday, the 11th August, 1923, the undermentioned:—

Certain portion of the farm Tweebuffelsgeschiet No 34, District Lichtenburg, measuring 56 morgen.

One Colonist windmill, 8-ft. wheel, 25-ft. tower.

One 600-gallon tank.

Furniture and household effects.

DYASON & BOSMAN,
Auctioneers for the Trustee.

P.O. Box 1,
Lichtenburg, 21st July, 1923.

8257—27

NOTICE OF TRUSTEE.

In the Insolvent Estate of CORNELIUS JOHANNES VAN ROOYEN, Senior.

Notice is hereby given that the undersigned has been appointed Sole Trustee in the above Estate and that all persons indebted to the said Estate are required to pay their debts at the office of the Trustee within fourteen days from date of publication hereof.

Further, that a Meeting of Creditors (being the Second Meeting) will be held on Tuesday, the 7th day of August, 1923, at 10 a.m., before the Resident Magistrate at Piet Retief for the proof of claims against the said Estate, for the purpose of receiving the Trustee's Report, and of giving him directions concerning the sale or recovery of any part of the Estate or concerning any matter relating to the administration of the said Estate.

Dated at Piet Retief, this 25th day of July, 1923.

MYER KAPLAN,
8442—27 Church Street, Piet Retief.

CONSTRUCTION TRADING COMPANY, LIMITED

(In Voluntary Liquidation).

In terms of Section 159 (1) of the Companies Act of 1909, notice is hereby given that the above Company was placed in Voluntary Liquidation by an Extraordinary Resolution dated 20th day of July, 1923, and the undersigned appointed Liquidator.

H. SHERIDAN MOCKFORD,
8328—27 Liquidator.

APPLICATION FOR REHABILITATION.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Transvaal Provincial Division) on Tuesday, the 11th day of September, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the rehabilitation of the Estate of CARL (or CAREL) PITZER, in terms of Section 108, Sub-section (2), of Act No. 32 of 1916.

Dated at Germiston, this 27th day of July, 1923.

B. ALEXANDER & BROS.,
Attorneys for Applicant.

151 Meyer Street, Germiston. 8239—27

Notice is hereby given that on Tuesday, the 11th day of September, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, application will be made to the Supreme Court of South Africa (Transvaal Provincial Division) on behalf of ADOLPH HIRSCHSON and MAX THAL, formerly trading in co-partnership as THE NAAUWPOORT TRADING COMPANY at Molsgat, District Pietersburg, for the rehabilitation of the said Partnership Estate.

Johannesburg, 24th July, 1923.

H. STOLOFF,
Attorney for Applicants.

Beckett's Buildings, Johannesburg.

8387—27

NOTICE.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division), at Johannesburg, on Thursday, the 13th day of September, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the rehabilitation of the Estate of CHARLES SNAIER and NATHAN FISHER, formerly trading as THE STANDARD WAREHOUSE COMPANY, and the Private Estate of NATHAN FISHER.

Johannesburg, this 27th day of July, 1923.

ANDREWS & BENJAMIN,
Applicants' Attorneys.

3-5 Asher's Buildings, Johannesburg.

8235—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division) at Johannesburg on Thursday, the 16th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of GORDON PASSMORE, billiard-saloon proprietor, of 66 Market Street, Johannesburg, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Pretoria, and at the Office of the Magistrate at Johannesburg, for a period of fourteen days from the 27th day of July, 1923, to the 11th day of August, 1923.

Johannesburg, the 27th July, 1923.

I. P. RAAFF,
Applicant's Attorney.

7 High Court Buildings,
Joubert Street, Johannesburg.

8332—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division) at Johannesburg on Tuesday, the 14th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of BAVA GOVEN, a hawker, of Benoni; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Resident Magistrate, Benoni, for a period of fourteen (14) days as and from Saturday, the 28th July, 1923.

Dated at Benoni, this 24th day of July, 1923.

KATZEN & LEVY,
Applicant's Attorneys.

1 and 2 Corner House,
Market Avenue, Benoni. 8342—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Transvaal Provincial Division), sitting at Pretoria on Friday, the 17th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of WILLIAM HAMILTON SCARTH, the licensee of SCARTH'S BOTTLESTORE, of Pretoria, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Pretoria for a period of fourteen days from the 28th day of July, 1923.

S. J. MEINTJES,
Applicant's Attorney.

Bureau Lane,
Pretoria. 8316—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Transvaal Provincial Division) at Pretoria on Tuesday, the 14th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of ALEXANDER MORRISON, trading as a general dealer, under the style or firm of MORRISON's, at 229 Church Street, Pretoria, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, for a period of fourteen days reckoned from the 27th day of July, 1923

Pretoria, this 23rd day of July, 1923.

SAUL A. KLAGSBRUN,
Attorney for the Applicant.

Hamilton's Chambers, Pretoria.

8303—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Honourable the Supreme Court of South Africa (Transvaal Provincial Division) at Pretoria on Thursday, 16th August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of FRANS JOHANNES CRONJE, of Goedgevonden, District Potchefstroom, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Magistrate, Klerksdorp, for a period of fourteen (14) days reckoned from the 30th day of July, 1923, to 13th day of August, 1923.

Klerksdorp, this 27th day of July, 1923.

JOH. A. NESER,
Applicant's Attorney.

P.O. Box 22, Klerksdorp.

8253—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division) at Johannesburg on Thursday, the 23rd day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of HARRIS LEVIN, carrying on business on Stand No. 712, Main Road, Randfontein, District Krugersdorp, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and the Office of the Magistrate, Krugersdorp, for a period of fourteen days from the 30th day of July, 1923, to the 14th day of August, 1923.

EMANUEL GLUCKMANN,
Applicant's Attorney.

Estate Buildings, Johannesburg.

8443—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division) on Tuesday, the 23rd day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of ISRAEL SHUB, a general dealer, of 4a Park Drive, Mayfair, Johannesburg, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Resident Magistrate, Johannesburg, for a period of fourteen (14) days reckoned from the 30th July, 1923, to the 16th day of August, 1923.

Johannesburg, this 27th day of July, 1923.

N. WERKSMAN,
Attorney for Applicant.

8-10 Meischke's Buildings,
Johannesburg.

8447—27

ADVERTISEMENTS.

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Witwatersrand Local Division), Johannesburg, on Thursday, the 6th day of September, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of ALBERTUS JOHANNES VAN NIEKERK, a mine employee, of Benoni, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Pretoria, and at the Office of the Magistrate at Benoni, for a period of fourteen days from the 2nd day of August, 1923.

C. J. LAUBSCHER,
Attorney for Applicant.

51c Market Avenue, Benoni.

8245—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Transvaal Provincial Division of the Supreme Court of South Africa, Pretoria, on Thursday, the 16th August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of PETER JACOBUS OBERHOLZER, a farmer, of the farm Rhenosterfontein, District Zeerust, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pretoria, and at the Office of the Resident Magistrate, Zeerust, for a period of fourteen days reckoned from the 28th day of July, 1923.

Coligny, the 23rd day of July, 1923.

J. W. VAN DYK,
Applicant's Attorney.

Coligny,
District Lichtenburg.

8386—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Transvaal Provincial Division) on Thursday, the 30th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of ABRAHAM JACOBUS BUYS, a bookseller, carrying on business at Klerksdorp as DIE AFRIKAANSE BOEKHANDEL, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Pretoria, and at the Office of the Magistrate of Klerksdorp, for a period of fourteen days reckoned from the 3rd of August, 1923.

SMIT & JOOSTE,
Applicant's Attorneys.

Kimberley Road,
Klerksdorp, 23rd July, 1923.

8312—27

LOST TITLE-DEED.

Notice is hereby given that we intend applying for a certified copy of the Deed of Transfer No. 10/1894 of Recht op Standplaats issued on the 2nd day of March, 1894, by the District Registrar of Mining Rights at Barberton in favour of William Demont Bailey in trust for his minor daughter, Harriet Elizabeth Bailey, now married to William Rachman, of Malelane, whereby certain Stand No. 2076 (new number 20), situate at the corner of Esselen and Plaat Streets, in the Township of Barberton, was conveyed; and all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Mining Commissioner at Barberton within six weeks from the first publication of this notice.

Dated at Barberton, this 19th day of July, 1923.

GRANT & BISHTON.

P.O. Box 35, Barberton. 8236—27-3-10

SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY.

Policy No. 96367 for £1000 on the life of HERBERT STANLEY BISHOP.

Application having been made for a copy of the above policy, the original having been lost, notice is hereby given that unless the original be produced at this office within three months from date of first publication hereof, a duplicate will be issued.

By order of the Board.

H. S. BISHOP,
Resident Manager.

Mutual Buildings,
Harrison and Commissioner Streets,
Johannesburg. 7262—29J-27Jy-23A

LOST DEED OF LEASE.

Notice is hereby given that I intend applying for a certified copy of Lease No. 470, dated 1st June, 1889, between Johannesburg Waterworks, Estate and Exploration Company, Limited, as Lessor, and R. M. Woollan & Co., Mining and Trust Company, Limited, as Lessee, of Lot No. 470, Old Doornfontein Township, Johannesburg, of which lease Pincus Kastenburg is now the Lessee under a cession endorsed thereon dated 11th October, 1919.

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Rand Townships Registrar within three weeks from the last publication of this notice.

Johannesburg, this 23rd July, 1923.

E. F. K. TUCKER,
Attorney for Applicant.

8334—27

THE WOLHUTER GOLD MINES, LTD.

(Incorporated in the Transvaal.)

LOST SCRIP.

Notice is hereby given that Certificate No. 11593 for 50 Shares (Nos. 484120/484 169) of the above Company, registered in the name of the Accountant-General for the time being for and on behalf of the Supreme Court of Judicature of Southern Ireland, is declared to have been lost or destroyed.

A duplicate of the said certificate has been applied for, and will be issued unless the original certificate or notice of objection to the issue of a duplicate with the reasons for such objection be lodged at this office or at the London Office, 1 London Wall Buildings, E.C. 2, on or before 27th August, 1923.

By Order of the Board.

RAND MINES LIMITED,
Secretaries.

F. H. BARRY,
Transfer Secretary.

419 The Corner House,
Johannesburg, 26th July, 1923.

8326—27

VERLOREN TRANSPORT.

In de Boedel van H. E. A. NAUMANN.

Hiermede wordt kennis gegeven dat wij een applikatie willen maken voor een gecertificeerde kopie van het Transport Dokument No. 1879, gedateerd 27 Februarie 1903, getransporteerd van af John Charles Holloway op Heinrich Edward August Naumann, in respekt tot een zeker stuk grond, gelegen aan Boom- en Onderstraat, Pietersburg, een Watererf No. 322, grootte 200 vierkante roeden.

Objekteerders tegen zulk een applikatie, worden hiermede verzocht hun bezwaren binnen drie weken vanaf de laatste publikatie hiervan in te dienen bij de Registrateur van Akten.

Gedateerd te Pretoria op de 25ste dag van Julie 1923.

M. M. L. NAUMANN.

Pietersburg. 8383—27

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer (Mining Titles) No. 106/1915, of Claim No. 2883 on farm Randfontein No. 3 (Randfontein Estates portion), Mining District of Johannesburg, registered at the Mining Titles Office on the 11th August, 1915, in favour of Harry Friedman.

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Mining Titles at Johannesburg, within two months from the first publication of this notice.

Dated at Krugersdorp on this the 11th day of July, 1923.

PHILLIPS & OSMOND,
Applicant's Attorneys.

Sterling Buildings,
Ockerse Street,
Krugersdorp. 8143—20-27-3

THE AFRICAN LIFE ASSURANCE SOCIETY, LIMITED.

Policy No. 80192—£500—on the life of ISAAC MATES.

Application having been made for a duplicate of the above Policy, the original having been lost, notice is hereby given that, unless the original be produced at this office within three months from date hereof, a duplicate will be issued.

By order of the Board.

F. C. FORD,
Secretary.

The African Life Assurance Society, Ltd.,
Corner of Kruis and Market Streets,
Johannesburg. 8297—27

SALE IN EXECUTION.

BETHAL DISTRICT.

In re O. M. J. VAN RENSBURG. Plaintiff,
vs. J. L. COETZER, Defendant.

In pursuance of a judgment of the Court of Resident Magistrate of Bethal and writ of execution dated the 8th day of June, 1923, the following goods will be sold in execution on the 4th day of August, 1923, at 10 o'clock in the forenoon, at Bethal, in front of the Resident Magistrate's Court, to the highest bidder, viz.:—

235 Bags mealies, 1 red cow and calf, 13 sheep, 1 fowl.

J. A. PREIS,
Messenger of the Court.

23rd July, 1923. 8348—27

MESSENGER'S SALE.

KRUGERSDORP DISTRICT.

In re D. J. S. DU TOIT, Plaintiff, *versus* Mrs. C. F. CORNELIUS, Defendant.

In pursuance with the judgment of the Court of the Resident Magistrate, Krugersdorp, dated the 4th day of May, 1923, and execution granted dated the 10th day of July, 1923, the following goods will be sold in execution on Wednesday, the 15th day of August, 1923, at 11 o'clock in the forenoon, in front of the Court-house, Krugersdorp, to the highest bidder, viz.:—

Stand No. 31, situate in Buiten Street, Burghershoop, with buildings thereon, consisting of wood and iron dwelling, brick-lined, containing five rooms and kitchen.

CONDITIONS OF SALE.

Cash.

Purchaser to pay all arrear rates, taxes, auctioneer's fees, costs of transfer, transfer duty. Transfer to be effected by Plaintiff's attorney as soon as possible.

A. DU PLOOY,
Messenger of the Court.

24th July, 1923. 8349—27-3

ADVERTISEMENTS.

SALE IN EXECUTION.

In re KLEMPMAN, LIMITED, Plaintiff, *vs.* VITHAL PARSHOTAM, Defendant.

In pursuance of a judgment of the Magistrate's Court District Pietersburg, and writ of execution dated 17th July, 1923, the undermentioned goods will be sold on the Market Square, Pietersburg, on the 4th August, 1923, at 10 o'clock a.m.:—

1 Sewing machine, 2 tables, 2 chairs, 32 pieces material, etc.

C. W. JOHNSON,
Messenger of Resident Magistrate's Court.

Pietersburg, 24th July, 1923.

8321—27

SALE IN EXECUTION.

PRETORIA DISTRICT.

In re H. H. GILLETT, Plaintiff, *versus* GERTA JOHANNA VAN ZIJL (born SCHOLTZ), Defendant.

In pursuance of a judgment in the Court of the Resident Magistrate of Pretoria and writ of execution dated the 26th day of June, 1923, the following properties will be sold in execution on Friday, the 17th day of August, 1923, at 11 o'clock a.m., at Pretoria, in front of the Resident Magistrate's Court, to the highest bidder, viz.:—

(1) Lot No. 600, situate in Preller Avenue and Lawley Street, Mountain View, together with brick building thereon, containing 3 rooms and kitchen.
(2) Portion " A " of Lot No. 598, situate in Preller Avenue, Mountain View.
(3) Lot No. 594, situate in Preller Avenue, Mountain View.
(4) Lot No. 596, situate in Preller Avenue, Mountain View.

Terms cash.

C. H. BOSMAN,
Messenger of the Court.

Pretoria, 16th July, 1923. 8080—20-27

In the matter between COLONIAL BANKING AND TRUST COMPANY, LTD., Plaintiff, and PIXLEY KA ISAKA SEME, Defendant.

A Meeting of Mortgagees and of all persons interested in the undermentioned property will be held before the Sheriff of the Transvaal at his Office, Pretoria, on Tuesday, the 31st day of July, 1923, at 10 a.m. precisely, for the purpose of determining whether the said property shall be sold, and, if so, to settle the conditions of sale of such property, namely:—

Remaining extent of portion of that portion called Driefontein, of the quitrent farm Sterkfontein No. 157, District Wakkerstroom, the property of the Defendant.

C. VAN LEENHOF,
Acting Sheriff.

Office of the Sheriff of the Transvaal,
Pretoria, 18th July, 1923.

8034—20-27

MESSENGER'S SALE.

WOLMARANSSTAD KO-OPERATIE LANDBOUW VEREENIGING, Plaintiffs, R. SCHEEPERS, Defendant.

In pursuance of a judgment of the Resident Magistrate for the District of Wolmaransstad on the 9th July, 1923, and writ of execution dated the 9th July, 1923, the following movable property will be sold on the Market Square on 3rd August, 1923, at 10 a.m.:—

66 Sheep, 14 oxen, 1 horse, 1 cart, 1 plough, 1 set of harness, 1 wagon.

H. L. GEYER,
Messenger of the Court.

Wolmaransstad, 23rd July, 1923.

8314—27

In the matter between JAMES SMITH, Plaintiff, and HUSEN SULIMAN HANSIE, Defendant.

A Meeting of Mortgagees and of all persons interested in the undermentioned property will be held before the Sheriff of the Transvaal at his office, Pretoria, on Tuesday, the 7th day of August, 1923, at 10.15 a.m. precisely, for the purpose of determining whether the said property shall be sold, and, if so, to settle the conditions of sale of such property, namely:—

Lot No. 81, situate on that portion known as Cleveland Township, of the freehold farm Doornfontein No. 24, District Johannesburg, the property of the Defendant.

C. VAN LEENHOF,
Acting Sheriff.

Office of the Sheriff of the Transvaal,
Pretoria, 25th July, 1923.

8307—27-3

In a suit between ST. ANDREW'S BUILDING SOCIETY, Plaintiff, and ANNIE LOUISA THORNE, Defendant.

Notice is hereby given that the Account and Plan of Distribution of the proceeds of the sale of the Defendant's immovable property in this case will lie for the inspection of all parties interested at this office for fourteen days from this date, after which, should no appeal be made, it will be reported to the Court for confirmation.

C. VAN LEENHOF,
Acting Sheriff.

Sheriff's Office,
Pretoria, 20th July, 1923.

8035—20-27

SALE IN EXECUTION.

In re HENDRIK MENTZ, Plaintiff, *versus* MAKGUBE KAMELA, Defendant.

In pursuance of a judgment of the Magistrate's Court, District Pietersburg, and writ of execution dated 16th July, 1923, the undermentioned goods will be sold on the Market Square, Pietersburg, on the 4th August, 1923, at 10 o'clock a.m.:—

32 Head mixed cattle.

C. W. JOHNSON,
Messenger of Resident Magistrate's Court.

Pietersburg, 18th July, 1923.

8216—27

In a suit between ALFRED RICHARD UPTON, Plaintiff, and JOHANNES ANDRIES TRUTER, Defendant.

Notice is hereby given that the Account and Plan of Distribution of the proceeds of the sale of the Defendant's immovable property in this case will lie for the inspection of all parties interested at this office for fourteen days from this date, after which, should no appeal be made, it will be reported to the Court for confirmation.

C. VAN LEENHOF,
Acting Sheriff.

Sheriff's Office,
Pretoria, 27th July, 1923.

8304—27-3

In the matter between ANDRIES LANSER, Plaintiff, and JACOB HENDRIK GERT LODEWIKUS KRUGER, Defendant.

A Meeting of Mortgagees and of all persons interested in the undermentioned property will be held before the Sheriff of the Transvaal at his office, Pretoria, on Tuesday, the 7th day of August, 1923, at 10.30 a.m. precisely, for the purpose of determining whether the said property shall be sold, and, if so, to settle the conditions of sale of such property, namely:—

Undivided one-eighth share in portion Wolfhok, of the freehold farm Elandsfontein No. 281, District Heidelberg, the property of the Defendant.

C. VAN LEENHOF,
Acting Sheriff.

Office of the Sheriff of the Transvaal,
Pretoria, 25th July, 1923.

8305—27-3

SALE IN EXECUTION.

In re NAUDE & NAUDE, Plaintiffs, *versus* WALTER MEARS, Defendant.

In pursuance of a judgment of the Magistrate's Court, District Pietersburg, and writ of execution dated 28th June, 1923, the undermentioned goods will be sold in front of the Magistrate's Office, Pietersburg, on the 25th August, 1923, at 10 o'clock a.m.:—

100 Base metal claims Nos. 50985-51084 held by the said Walter Mears under Base Metal Claim Licence No. 4344 issued by the Mining Commissioner, Pietersburg.

C. W. JOHNSON,
Messenger of Resident Magistrate's Court.

Pietersburg, 17th July, 1923.

8215—27J-10A

In the matter between MARY ELIZABETH STRUBEN and THE MASTER OF THE SUPREME COURT OF SOUTH AFRICA (Transvaal Provincial Division), Plaintiffs, and JACOBUS CHRISTIAAN ROOS, Defendant.

A Meeting of Mortgagees and of all persons interested in the undermentioned property will be held before the Sheriff of the Transvaal at his office, Pretoria, on Tuesday, the 7th day of August, 1923, at 10 a.m. precisely, for the purpose of determining whether the said property shall be sold, and, if so, to settle the conditions of sale of such property, namely:—

Portion 2 of Portion A of the southern portion of the quitrent farm Driefontein No. 105, District Wolmaransstad, the property of the Defendant.

C. VAN LEENHOF,
Acting Sheriff.

Office of the Sheriff of the Transvaal,
Pretoria, 25th July, 1923.

8306—27-3

NOTICE OF APPLICATION FOR RIGHT-OF-WAY.

Notice is hereby given that A. C. Beer, of Johannesburg, acting for and on behalf of the Victoria Falls and Transvaal Power Co., Ltd., has made application, in terms of Section 74 of Act No. 35 of 1908 (Transvaal), as amended by Section 25 of Act No. 30 of 1918 (Union), for the right to erect and maintain an overhead electric power distribution line, which will traverse open proclaimed ground and ground held under the following mining titles:—

Mijnpacht No. 327, held by Murray Allen, Ltd.; freehold owner, Murray Allen, Ltd.
Open proclaimed ground; freehold owners, T. S. Nefdt and others.

The above mining titles are situated on the farm Roodepoort No. 43, in the District of Krugersdorp, Mining District of Johannesburg, Transvaal Province, as shown on the plan prepared by Government Land Surveyor W. M. Harries in May, 1923.

The distribution line will intersect in its course the following surface rights:—

1. Water Right No. 769, Murray Allen, Ltd.
2. Proclaimed road, Roodepoort-Maraisburg Municipality.
3. Power Line Grant No. A31/22, Durban-Roodepoort Mining Syndicate, Ltd.

Full particulars of the distribution line may be obtained from a plan lodged in my office by the Applicant.

This application and any objection thereto will be considered by me at my office on 14th day of August, 1923, at 11 o'clock in the forenoon.

All persons having objection to the granting of such rights are hereby required to give notice of the same in writing to me and to the said A. C. Beer, P.O. Box 2671, Johannesburg, before the 7th day of August, 1923.

Dated at Johannesburg, this 5th day of July, 1923.

J. P. DU TOIT,
M.C.A. 685/23. Mining Commissioner,
7833—13-20-27 Johannesburg.

ADVERTISEMENTS.

NOTICE OF AN APPLICATION FOR A CERTIFICATE OF BEZITRECHT.

Notice is hereby given that Thomas Ignatius Norton, of Elsburg, Transvaal, has made application for a certificate of bezitrecht over the following mining rights:—

Discoverer's Claims Nos. 1/16 and 1/34, situate on the farm Witpoortje No. 12; estate owners, Phoenix Gold Mines, Ltd., and Van Dyk Proprietary Mines, Ltd., in the Mining District of Johannesburg.

Particulars of this application for bezitrecht may be obtained from the documents and from a diagram prepared by W. H. A. Pritchard, Esquire, Government Surveyor, dated February, 1920, lodged in my office by the Applicant.

This application and any objections thereto will be considered by me on the 17th day of October, 1923, at 11 o'clock in the forenoon.

All persons having objection to the issue of such certificate of bezitrecht are hereby required to give notice of the same in writing to me and to the said Thomas Ignatius Norton before the 10th day of October, 1923.

Dated at Johannesburg, this 6th day of July, 1923.

J. P. DU TOIT,
Mining Commissioner for the Mining
7832—13-20-27 District of Johannesburg.

Notice is hereby given that the partnership hitherto existing between ALEXANDER STEIN and SARAH STARFIELD, carrying on business as general dealers and butchers on the farm Rietspruit West, District Winburg, Orange Free State, under the style or firm of STEIN & STARFIELD, has been dissolved, and that as and from the 2nd day of July, 1923, the said SARAH STARFIELD and BARNARD MANDEL will carry on the general dealer's and butchery business aforesaid in co-partnership under the style or firm of MANDEL & STARFIELD. The said firm of MANDEL & STARFIELD will take over all the assets and assume all the liabilities of the aforesaid firm of STEIN & STARFIELD as and from the 2nd day of July, 1923.

Dated at Johannesburg, this 17th day of July, 1923.

SANER & NATHAN,
Attorneys for the parties.

Aegis Buildings,
Commissioner Street, Johannesburg.
8147—20-27

NOTICE OF APPLICATION FOR RIGHT-OF-WAY.

Notice is hereby given that A. C. Beer, of Johannesburg, acting for and on behalf of the Rand Mines Power Supply Company, Limited, has made application, in terms of Section 74 of Act No. 35 of 1908 (Transvaal), for the right to lay and maintain a compressed-air pipe-line which will traverse open proclaimed ground as follows:—

Open proclaimed ground on the farm Turffontein No. 21; freehold owner: Village Deep, Limited, in the District of Johannesburg, Mining District of Johannesburg, Transvaal Province, as shown on the plan prepared by Government Land Surveyor W. M. Harries in May, 1923.

The compressed-air pipe-line will intersect the following surface right:—

Railway line, South African Railways and Harbours.

Full particulars of the compressed-air pipe-line may be obtained from a plan lodged in my office by the Applicant.

This application, and any objection thereto, will be considered by me at my office on the 30th day of August, 1923, at 11 o'clock in the forenoon.

All persons having objection to the granting of such rights are hereby required to give notice of the same in writing to me, and to the said A. C. Beer, P.O. Box 2671, Johannesburg, before the 23rd day of August, 1923.

Dated at Johannesburg, this 19th day of July, 1923.

J. P. DU TOIT,
Mining Commissioner, Johannesburg.
M.C.A. 644/23.
8320—27-3-10

NOTICE OF APPLICATION FOR RIGHT-OF-WAY.

Notice is hereby given that A. C. Beer, of Johannesburg, acting for and on behalf of the Rand Mines Power Supply Company, Limited, has made application, in terms of Section 74 of Act No. 35 of 1908 (Transvaal), and as amended by Section 25 of Act No. 30 of 1918 (Union), for the right to lay and maintain an underground high tension electric power cable and underground pilot and telephone cables which will traverse ground held under the following mining titles:—

Claims Nos. 366, 377, 1065, 1001, 3163, 1081, and 1104, held by the Consolidated Main Reef Mines and Estates, Limited; freehold owner: Consolidated Main Reef Mines and Estates, Limited.

Portion of Mynpacht No. 431, held by the Consolidated Main Reef Mines and Estates, Limited; freehold owner: Consolidated Main Reef Mines and Estates, Limited.

All the foregoing are situated on the farm Paardekraal No. 42, District of Johannesburg, Mining District of Johannesburg, Transvaal Province, as shown on the plan prepared by Government Land Surveyor W. M. Harries in May, 1923.

The underground high tension electric power cable and underground pilot and telephone cables will intersect in their course the following surface rights:—

1. Concession power line—The Victoria Falls and Transvaal Power Company, Limited.
2. Main Reef Road.
3. Pipe-line—Rand Water Board.
4. Telephone line—Government of the Union of South Africa.

Full particulars of the underground high tension cable and underground pilot and telephone cables may be obtained from a plan lodged in my office by the Applicant.

This application, and any objection thereto, will be considered by me at my office on the 30th day of August, 1923, at 11 o'clock in the forenoon.

All persons having objection to the granting of such rights are hereby required to give notice of the same in writing to me, and to the said A. C. Beer, P.O. Box 2671, Johannesburg, before the 23rd day of August, 1923.

Dated at Johannesburg, this 20th day of July, 1923.

J. P. DU TOIT,
Mining Commissioner, Johannesburg.
M.C.A. 730/23.
8319—27-3-10

NOTICE OF AN APPLICATION.

Notice is hereby given that Henry Alexander van Breda, Secretary, Spes Bona Mines, Limited, of P.O. Box 121, Boksburg, the lessors of Claims Nos. 3699 to 3708, and owners of Claim No. 3711, situated on the farm Doornfontein No. 24, in the Mining District of Johannesburg, has (have) made application for the right to lay a tram-line, electric power-line, and water pipe-line, and erect transformer house for the purpose of mining.

These works will traverse the following Mining Rights: Claims Nos. 3699, 3700, 3701, 3702, 3705, 3708, owned by Edward Jones, and will intersect the following right-of-way: (1) Surface Right Permit No. 94/12 electric power-line owned by Rand Mines Power Supply Co., Ltd.; and (2) pipe-line owned by Rand Water Board.

Full particulars of the proposed works may be obtained on referring to a plan lodged in my office by the applicant. This application, and any objections thereto, will be considered by me on the 28th August, 1923, at 11 o'clock in the forenoon.

All persons having objection to the issue of such right are hereby required to give notice of the same in writing to me and to the said Henry Alexander van Breda before the 21st day of August, 1923.

Dated at Johannesburg, this 17th day of July, 1923.

J. P. DU TOIT,
Mining Commissioner, Johannesburg District.
8298—27-3-10 M.C.A. 262/1922.

GENERAL MINING AND FINANCE CORPORATION, LIMITED

(Incorporated in the Transvaal).

Notice is hereby given that the Twenty-third Ordinary General Meeting of Shareholders of the General Mining and Finance Corporation, Limited, will be held in the Board-room, General Mining Buildings, Johannesburg, on Thursday, the 30th day of August, 1923, at 11 a.m., for the following purposes:—

1. To receive and consider the Balance-sheet and Profit and Loss Account and the Directors' and Auditors' Reports for the year ended 31st December, 1922.

2. To elect a Director in place of Mr. Jacob Freudenthal, who retires in terms of the Articles of Association, but who is eligible and offers himself for re-election.

3. To appoint an Auditor or Auditors for the ensuing year and to fix the remuneration of the retiring Auditors.

4. To transact any other business which ought to be transacted at an Ordinary General Meeting.

The Share Transfer Books of the Corporation will be closed as follows:—

(*a*) At the Head Office from the 27th of August to the 13th of September, 1923, both days inclusive.

(*b*) In London from the 27th of July to the 4th of August, 1923, both days inclusive.

Holders of Share Warrants to Bearer desiring to be present or represented at the meeting should deposit their shares at the places and within the times following:—

Johannesburg: At the Head Office of the Corporation, General Mining Buildings, at least three days before the time appointed for the holding of the meeting; or

London: At the London Office (Transfer Department), Winchester House, Old Broad Street, E.C.;

Paris: At the Bank de l'Union Parisienne, 7 Rue Chauchat;

at least thirty days before the date appointed for the holding of the meeting.

By order of the Board.

H. W. DALTON,
Secretary.

General Mining Buildings,
Johannesburg, 23rd July, 1923.
8323—27

CONSTRUCTION TRADING COMPANY, LIMITED

(In Voluntary Liquidation).

Notice is hereby given that, in terms of Section 162 (1) of the Companies Act, 1909, a meeting of Creditors of the above Company will be held in the offices of the Liquidator on Monday, the 6th August, 1923, at 11 a.m., at 14-15 Third Floor, Trust Buildings, Johannesburg, for the purposes set forth in Section 162 (2) of the Companies Act, 1909.

H. SHERIDAN MOCKFORD,
Liquidator.

11-17 First Floor, 14-15 Third Floor,
Trust Buildings,
Johannesburg, 27th July, 1923.
8327—27

BENGHIAT, LIMITED

(In Liquidation) (C.A. 1009).

Notice is hereby given that a Special Meeting of Creditors will be held before the Magistrate at Standerton, Transvaal, on Tuesday, the 14th day of August, 1923, at 10 o'clock a.m.

THOMAS STERLING,
Liquidator.

Johannesburg, 23rd July, 1923.
8341—27

ADVERTISEMENTS.

LAND AND AGRICULTURAL BANK OF SOUTH AFRICA.

APPOINTMENT OF VALUATORS.

By virtue of Section 45 of Act No. 18 of 1912, the Central Board of the Land and Agricultural Bank of South Africa has appointed GERT JOHANNES ABRAHAM SMIT, of Hoogbult; JOSEPH WRIGHT McKENNA, of Baltimore; JOHANNES PETRUS BOTHA, of Eendvogeldrift; to value properties in the District of Piet Potgietersrust for the purposes of the said Act.

THOS. B. HEROLD,
General Manager.

Land and Agricultural Bank of South Africa, Pretoria, this 20th day of July, 1923. 8245—27

NOTICE.

I, VALERIE BERZINSKY (born WILSON), divorcée, do hereby make known that as and from this date I will be known as VALERIE WILSON.

Dated at Johannesburg, this 20th day of July, 1923.

VALERIE WILSON.

8331—27

In the matter between SIMON BENJAMIN BAYER, of Kimberley, Plaintiff and Petitioning Creditor, and MORRIS BAYER, hotel and store keeper, of Taungs, Defendant.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 1st day of May, 1923, by the Honourable Mr. Justice Howell Jones has been superseded and the petition discharged by Order of the Honourable the Supreme Court dated the 20th day of July, 1923.

H. O. DE VILLIERS,
Assistant Master of the Supreme Court (Griqualand West Provincial Division).

In de zaak tussen SIMON BENJAMIN BAYER, van Kimberley, Klager en Petitionerende Krediteur, en MORRIS BAYER, hotelhouder en winkelier, Verweerder.

Hiermede wordt bekend gemaakt dat de Provisionele Order van Sekwestratie in deze zaak toegestaan op de 1ste Mei 1923 door de Edele heer Rechter Howel Jones opgeheven en de petitie ingetrokken is op last van het Edele Hooggerechtshof, gedateerd 20 Julie 1923.

H. O. DE VILLIERS,
Assistent Meester van het Hooggerechtshof (Griqualand West Provinciale Afdeling).

8308—27

Estate late JOHANNES HENDRIK PIENAAR (177/71/2571/20), De Vlakte, Ceres.

Notice is hereby given that the Third Liquidation and Distribution Account in the above Estate will lie for inspection at the Offices of the Resident Magistrate, Ceres, and the Master of the Supreme Court, Capetown, for a period of three weeks reckoned from the 27th July, 1923.

KRIGE & DE WET,
Agents for the Estate.

8212—27

Estate late HELENA ELIZABETH PIENAAR (born DU PLESSIS) (173/270/2017/20), De Vlakte, Ceres.

Notice is hereby given that the Third Liquidation and Distribution Account in the above Estate will lie for inspection at the Offices of the Resident Magistrate, Ceres, and the Master of the Supreme Court, Capetown, for a period of three weeks reckoned from the 27th July, 1923.

KRIGE & DE WET,
Agents for the Estate.

8213—27

AFRICAN MUTUAL TRUST AND ASSURANCE CO., LIMITED.

Joint Estate of the late CARL CHRISTIAN FREDERICK BROCKER (164/43) and subsequently Deceased Spouse, WILHELMINA FREDERICKA BROCKER (180/34).

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court at Capetown for a period of three weeks reckoned from the 27th July, 1923.

C. BROCKER,
Executor Testamentary.

8276—27

In the Estate of the late CATHARINA SOPHIA WILHELMINA SWART (born KUUN), widow of the late PIETER DANIEL SWART, of Gordon's Bay, Stellenbosch District (No. 337).

All persons having claims against the above Estate or being indebted thereto are requested to file or pay same, as the case may be, to the undersigned within three weeks from publication hereof.

SOLOMON & WELLS BLAKE,
Agents for the Executor Testamentary.

70 Main Street, Somerset West.

8277—27

In the Estate of the late HENRY TRUEMAN PIERS (1180/962).

Notice is hereby given that the First Liquidation and Distribution Account in the above-named Estate will lie for inspection at the Office of the Master of the Supreme Court, Capetown, for a period of twenty-one days reckoned from date of publication hereof.

MATT. H. ELLIOTT,
Executor Testamentary.

15 Markham's Buildings,
Hout Street, Capetown.

8274—27

In the Estate of the late CHARLES ROBERT MUTCH, of Queenstown (No. 368).

Notice is hereby given that the First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court, Capetown, and a duplicate thereof at the Office of the Resident Magistrate, Queenstown, for a period of three weeks reckoned from the 28th day of July, 1923.

Dated at Queenstown, this 20th day of July, 1923.

N. L. GOLDSCHMIDT,
Attorneys for the Executor Testamentary.

8255—27

In the Estate of the late LUCY MYBURGH (born HENDRIKSE) and surviving spouse, JACOBUS JOHANNES MYBURGH, of Observatory, Cape Province (No. 1553, 1923).

All persons claiming to be Creditors in above Estate are hereby required to file their claims at the office of the undersigned within three weeks from the publication of this notice, and all those indebted thereto are required to pay the amounts due by them at the same place and within the same period.

M. VERSFELD,
Agent for Executor Testamentary.

Savings Bank Buildings,
117 St. George's Street,
Capetown, 20th July, 1923. 8279—27

In the Estate of the late SUSANNA HELENA PIENAAR (born PRETORIUS), formerly of Niekerkspoort, District Victoria West (953).

Notice is hereby given that the First and Final Liquidation Account in the above Estate will be open for inspection at the Office of the Master of the Supreme Court, Capetown, and a duplicate thereof at the Office of the Magistrate of Victoria West, for a period of three weeks reckoned from the 30th day of July, 1923.

VINCENT C. CLOETE,
Attorney for Executor Testamentary.

Victoria West, 19th July, 1923.

8281—27

In the Estate of the late CASPARUS (or CASPER) PIETER ABRAHAM ALBERTYN, of Simonstown, Cape (R. 179/183).

Notice is hereby given that the First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court, Capetown, for a period of twenty-one days reckoned from the 1st August, 1923.

Dated at Capetown, this 20th day of July, 1923.

LEROUX & WEGE,
Attorneys for Executor Dative.

114 St. George's Street, Capetown.

8284—27

GENERAL ESTATE AND ORPHAN CHAMBER.

In the Estate of the late MARTHA FREIMOND, who died at Woodstock (1026/23).

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court (Cape of Good Hope Provincial Division), Capetown, for a period of three weeks reckoned from the 31st July, 1923.

W. A. CURREY, Secretary,
Executor Dative.

Chamber Buildings,
134 Adderley Street, Capetown.

3289—27

In the Estate of the late TJAART NICOLAAS KRUGER and surviving spouse, ANNA ALIDA CECILIA KRUGER (born KRUGER), of Postmasburg, in the Division of Hay.

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Assistant Master, Kimberley, and a copy thereof at the Office of the Resident Magistrate, Griquatown, for a period of thirty days reckoned from the 31st day of July, 1923.

A. J. BESTER,
q.q. Executrix Testamentary.

Postmasburg, 20th July, 1923.

8432—27

Estate late DUDLEY STANTON WEBSTER [No. 64/1765 (R. 161/928)].

Notice is hereby given that the First and Final Administration and Liquidation Account in the above Estate will lie at the Office of the Master and a copy thereof at the Office of the Resident Magistrate of Mount Ayliff for inspection for a period of twenty-one days reckoned from the 30th day of July, 1923.

E. G. KENYON,
Agent for Executor Testamentary.

8333—27

GENERAL ESTATE AND ORPHAN CHAMBER.

In the Estate of the late CHARLES AYRES (153/8).

The Fourth Liquidation Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court (Cape of Good Hope Provincial Division), Capetown, for a period of three weeks reckoned from the 31st July, 1923.

E. G. AYRES,
W. A. CURREY,
Secretary,
Executors Testamentary.

Chamber Buildings,
134 Adderley Street, Capetown.

8290—27

In the Estate of the late GOLDE KATZ (born JACOBS), of Steynsburg (No. 180/63).

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection of Creditors in the Office of the Master of the Supreme Court (Cape Division), and a duplicate copy thereof in the Magistrate's Office at Steynsburg, for a period of twenty-one days as from the 30th July, 1923.

Dated at Capetown, this 21st day of July, 1923.

D. J. MICHAU,
Attorney for Executor Testamentary.

5 Church Street, Capetown.

8292—27

ADVERTISEMENTS.

THE BOARD OF EXECUTORS, CAPETOWN.

In the Estate of the late CHRISTINA ELIZABETH DE VILLIERS (born DE BEER), of Observatory, Cape (180/C39).

The First and Final Liquidation and Distribution Account in the above Estate will lie for inspection at the Office of the Master of the Supreme Court, Capetown, for a period of three weeks from Friday, the 27th July, 1923, after the expiration of which, should no objections be raised thereto, same will be acted upon.

H. W. BAUMGARTEN, Secretary,
Agent for Executor Testamentary.

Capetown, 19th July, 1923.

8278—27

SPECIAL MEETING.

Notice is hereby given that a Special Meeting in the Insolvent Estate of DANIEL NICOLAAS HENDRIK VAN DER MERWE, of Dwars-in-de-Weg, in the Division of Piquetberg (94/398), will be held at 10 a.m. on Wednesday, the 8th August, 1923, before the Resident Magistrate, Piquetberg, for the purpose of proving further claims.

LOUIS A. VLOK,
Sole Trustee.

Piquetberg, 19th July, 1923.

8282—27

NOTICE OF ASSIGNMENT TO MASTER
[Section 120 (1)].

Notice is hereby given that JACOB BERMAN, a general dealer, of Malmesbury, has made an assignment of his property in favour of ROBERT MORRIS TELFER, of 80 St. George's Street, Capetown, in trust for the Creditors of the said Jacob Berman, if they accept the same; and that the Schedules of the said Jacob Berman will lie for inspection, and the deed of assignment for inspection and signature by all Creditors entitled to sign, at the Office of the Master of the Supreme Court, Capetown, and at the Office of the Magistrate, Malmesbury, for a period of fourteen days from the 30th day of July, 1923, to the 14th day of August, 1923.

It is further notified that if the said assignment shall be declined, application will be made to the Supreme Court of South Africa (Cape Provincial Division) on Wednesday, the 22nd day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of the said Jacob Berman as insolvent.

JACOB BERMAN.

Capetown, 17th July, 1923. 8265a—27

Insolvent Estate J. P. WATSON, of Middelburg (Cape).

The undersigned will offer for sale by public auction in front of their offices on Saturday, 4th August, 1923, at 10 o'clock—

(*a*) the vested right of the Insolvent in and to one-fifth share of Erf No. 3, Block T, Middelburg;

(*b*) assortment of household furniture.

For further details apply to—

KOCK & KRUGER.

Middelburg (Cape). 8335—27

SALE BY PUBLIC TENDER.

In the Insolvent Estate of JOHANNES GIDEON MORISON, a printer and stationer, trading at Tulbagh under the style of MORISON'S PRINTING WORKS.

Tenders will be received by the undersigned up to noon on Saturday, the 4th August, 1923, for all the machinery, printing plant complete, and all stationery belonging to the above Insolvent Estate, comprising—

1 Gordon platen machine, foolscap folio;
1 Gordon platen, Crown folio;
1 Lever paper-cutting machine;
1 Oil engine;
2 Lots type;
1 Lot printer's pie;
1 Lot wood and metal furniture;
1 Stereo casting-box;
1 Lot stereo metal;
1 New roller composition;
1 Lot other printer's requirements;
1 Lot stationery, etc.

This is a golden opportunity for any energetic man who wishes to build up a large printing business in this part of the country, as he will have the full support of all the surounding places, such as Ceres, Porterville, and Piquetberg.

Tulbagh, this 21st day of July, 1923.

J. G. MULLER,
Joint Trustee.

Box 1,
Tulbagh. 8427—27

COLONIAL ORPHAN CHAMBER AND TRUST COMPANY.

NOTICE TO CREDITORS
(Under Insolvency Ordinance, No. 6 of 1843).

The undermentioned Liquidation and Distribution Accounts will lie for inspection of Creditors for a period of fourteen days from the 31st July, 1923, at the Office of the Master of the Supreme Court, Capetown; should no objection be raised thereto, the Honourable the Supreme Court will be moved to confirm the same and order the distribution thereof:—

ARTHUR LAWRENCE, of Kleinplaats, Jonkershoek, District of Stellenbosch (90/8), Second and Final Liquidation and Distribution Account.

JOHN WILLIAM VIENNINGS and JOHN LEEMHUIS, trading as VIENNINGS & LEEMHUIS, of Capetown (85/111), Third and Final Liquidation and Distribution Account.

A. E. A. WILLIAMSON,
Trustee.

Chamber Buildings,
4 Church Square, Capetown,
19th July, 1923. 8250—27

NOTICE OF ASSIGNMENT.

Notice is hereby given that FRANCOIS JACOBUS JOHANNES DU TOIT, a speculator, of Prince Alfred's Hamlet, Ceres, has made an assignment of his property in favour of CHARLES WOLF NEWMARK, of Ceres, in trust for the Creditors of the said Francois Jacobus Johannes du Toit, if they accept the same; and that the schedules of the said Francois Jacobus Johannes du Toit will lie for inspection, and the deed of assignment for inspection and signature, by all Creditors entitled to sign at the Office of the Master of the Supreme Court, Capetown, and at the Office of the Resident Magistrate of Ceres, for a period of fourteen days from the 31st day of July, 1923, to the 13th day of August, 1923.

It is further notified that if the said assignment shall be declined, application will be made to the Supreme Court (Cape of Good Hope Provincial Division) on Monday, the 20th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of the said Francois Jacobus Johannes du Toit as insolvent.

F. J. J. DU TOIT,
Debtor.

Ceres, 20th July, 1923. 8293—27

In the Insolvent Estate of JAMES ALEXANDER TOMLINSON, of Grahamstown (No. 97/100).

The undersigned, duly instructed thereto, will sell by public auction at his Auction-rooms, Church Square, Grahamstown, on Wednesday, 8th August, 1923, at 12 o'clock noon, the following landed property:—

1. The Insolvent's residence in Market Square, Grahamstown, together with outbuildings, stables, etc.
2. Double-storied building in Bathurst Street, lately known as Tomlinson's Hotel.

HORACE O. DOLD,
Auctioneer and Government Sworn Appraiser.

A. C. Mathieson,
Sole Trustee,
P.O. Box 43,
Grahamstown. 8295—27

NOTICE.

In the Insolvent Estate of MARCUS ZURNAMER, of Worcester (No. 96/710).

SALE OF OUTSTANDINGS.

Mr. J. E. Krige, duly instructed thereto, will sell by public auction on Saturday, 4th August, 1923, at 10:30 a.m., at his office in Worcester, Cape Province, the oustanding accounts of the above Estate.

D. RICHMOND RYALL,
Sole Trustee.

71 Burg Street,
Worcester, 19th July, 1923.

8296—27

In the Insolvent Estate of THOMAS DAVID MORGAN, of Swansea, Wales, England (R. 97/161).

Notice is hereby given that the First and Final Liquidation and Distribution Account in the above Estate will lie for inspection by those concerned at the Office of the Master of the Supreme Court at Capetown for a period of fourteen (14) days reckoned from the date of publication hereof.

Dated at Capetown, this 20th day of July, 1923.

STEER & COMPANY,
Agents for Charles Herbert Harvey, of Swansea, Wales,
Trustee.

1 Burg Street, Capetown.

8275—27

Notice is hereby given, in terms of Section 40 of Act No. 32 of 1916, that a General Meeting of Creditors in the Insolvent Estate of WILLIAM BAIN LANHAM, of Stoneham, Albany, will be held at the Magistrate's Office in Grahamstown at 11 a.m. on Wednesday, the 8th day of August, 1923, to enable the Trustees in the above Estate to receive:—

(*a*) Directions as to the advisability of taking Counsel's opinion and instituting legal proceedings relative to the transaction between Ansley & Co. and the Insolvent.

(*b*) Confirmation of their action in taking Counsel's opinion as to the conditions of sale and the above transaction and in holding a commission.

A. C. MATHIESON,
A. S. WHEELDON,
Joint Trustees.

High Street, Grahamstown. 8231—27

ADVERTISEMENTS.

PUBLIC SALE.

In the Insolvent Estate of the late WILLIAM CROSBIE (R. 2/381).

The undersigned will cause to be sold by public auction at Vryburg on the 14th August, 1923, the landed properties belonging to the above Estate and situate in the Vryburg District.

C. S. SCHOLTZ,
Sole Trustee.

Vryburg, 24th July, 1923.

8416—27

WITHDRAWAL OF NOTICE OF INTENTION TO SURRENDER.

Notice is hereby given, in terms of Section 7 of Act No. 32 of 1916, that the notice of intention to surrender the Estate of ABRAHAM BERNARDUS CLOETE, a baker, of Elliot, published in the *Union Gazette* on the 29th June, 1923, and in the *Tembuland News* on the 22nd June, 1923, is hereby withdrawn.

Capetown, this 19th day of July, 1923.

SYFRET, GODLONTON & LOW,
Applicant's Attorneys.

28 Shortmarket Street, Capetown.

Surrender Estate ABRAHAM BERNARDUS CLOETE, a baker, of Elliot.

It having been made to appear to me that the Notice of Intention to Surrender in this matter was published in good faith, and that there are good and sufficient reasons for the withdrawal thereof, I hereby certify my consent to such withdrawal in terms of Section 7 (2) of Act No. 32 of 1916.

J. P. LE R. ESTERHUIZEN,
For Master of the Supreme Court (Cape of Good Hope Provincial Division).

Master's Office (Insolvency Branch),
Capetown, 18th July, 1923.

8280—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape of Good Hope Provincial Division) on Wednesday, the 22nd day of August, 1923, at 10.30 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of JOHANNES JURIE STEYN (C.'s son), a transport-driver, of Swellendam, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Capetown, and at the Office of the Resident Magistrate of Swellendam, for a period of fourteen days from Tuesday, 31st July, 1923.

Dated at Swellendam, this 21st day of July, 1923

JNO. VAN DER MERWE,
Applicant's Attorney.

Main Street, Swellendam.

8294—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape Provincial Division) at Capetown on Tuesday, the 21st day of August, 1923, at 10 a.m., or so soon thereafter as Counsel can be heard, for the surrender of the Estate of JACOBUS FREDERICK VAN DER MERWE, formerly a speculator, but at present a diamond digger, of Burgerville, District De Aar, as insolvent; and that his schedules will lie for the inspection of Creditors at the Office of the Master of the Supreme Court at Capetown, and at the Office of the Resident Magistrate at De Aar, for a period of fourteen days from the 2nd day of August, 1923, to the 16th day of August, 1923, inclusive.

De Aar, 23rd July, 1923.

RAATH & DE VILLIERS,
Applicant's Attorneys.

8340—27

INTENTION TO SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape of Good Hope Provincial Division) on Friday, 24th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of ISAAC DANIEL BUYS BOTHA, a farmer, of Sprigg Street, Cradock, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Capetown, and at the Office of the Resident Magistrate, Cradock, for a period of fourteen days from the 1st day of August, 1923, to the 15th day of August, 1923.

LEROUX & WEGE.

Selwyn Chambers,
114 St. George's Street,
Capetown, 21st July, 1923. 8310—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape of Good Hope Provincial Division) on the 21st August, 1923, at 10.30 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of SOLOMON WEINBERG and NATHAN CANARD, both of Capetown, farming in partnership as WEINBERG & CANARD, of Knollefontein, Paarl, as insolvent, and that the firm's schedules will lie for inspection at the Office of the Master of the Supreme Court, Capetown, and at the Office of the Magistrate, Paarl, for a period of fourteen days reckoned from 2nd August, 1923.

Dated at Capetown, this 25th day of July, 1923.

WM. KNOX BAXTER,
Applicants' Attorney.

85 St. George's Street,
Capetown. 8415—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape Provincial Division) on Tuesday, the 21st day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of JOHANNES ANDREAS BADENHORST, a farmer, of Gannapan, in the District of Hopetown, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Capetown and at the Office of the Magistrate at Hopetown for a period of fourteen days from the 31st July, 1923.

J. D. G. FOUCHE,
Attorney for Applicant.

Hopetown, 24th July, 1923. 8417—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape Provincial Division) on Wednesday, the 22nd day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of PETRUS JACOBUS VERMAAK, a farmer, of Mimosa Meadows, in the Division of Jansenville; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Capetown, and at the Office of the Magistrate, Jansenville, for a period of fourteen days from the 31st July, 1923, to 14th August, 1923.

Dated at Jansenville, this 23rd July, 1923.

E. B. CAWOOD,
Applicant's Attorney.

8418—27

NOTICE OF INTENTION TO SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Cape of Good Hope Provincial Division) at Capetown on the 16th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of ROBERT CURRIE, manufacturing chemist, 162 Lower Main Road, Observatory, Cape, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Capetown for a period of fourteen days from the 30th day of July, 1923.

W. E. GORDON DAVIS,
Attorney for Applicant.

13 Marais Court,
Capetown, 24th July, 1923.

8411—27

LOST TRANSFER.

Notice is hereby given that I intend applying for a certified copy of Deed of Transfer No. 8638, dated 23rd June, 1903, passed by Harry Whitaker in favour of William Johnson in respect of:—

(1) Certain erf or lot of ground marked No. 151, situate in the Township of Indwe, Division of Wodehouse, measuring 34 square roods and 104 square feet.

(2) Certain erf or lot of ground situate as above and marked No. 152, measuring 34 square roods and 104 square feet.

And all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at Capetown within three weeks from the last publication of this notice.

Dated at Mossel Bay, this 17th day of July, 1923.

JOS. HAVILAND,
Applicant's Attorney.

Mossel Bay. 8227—27

LOST GRANT.

Notice is hereby given that we intend applying for a certified copy of Deed of Grant, dated 24th March, 1884, in favour of the Chairman and Commissioners of the Municipality for the time being of the Town of Beaufort West (Beaufort West Freeholds, Volume 2, No. 44) in respect of certain three pieces of land marked A, B, and C, containing together 30 morgen 537 square roods 8 square feet, situate within the Township of Beaufort West, in the Division of Beaufort West, and forming a portion of the land divided into reservoir erven; and all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds, Capetown, within three weeks from the last publication of this notice.

Dated at Capetown, this 17th day of July, 1923.

SYFRET, GODLONTON & LOW,
Applicant's Solicitors.

28 Shortmarket Street, Capetown.

8246—27

LOST MORTGAGE BOND.

Notice is hereby given that we intend applying for a certified copy of Mortgage Bond No. 2165, dated the 15th day of May, 1897, for the sum of one hundred pounds (£100) sterling, passed by Pieter Godlieb Philippus Pienaar in favour of Johannes Stefanus Theron Hoogendoorn in respect of certain piece of land, redeemed quitrent, situate in the Cape Division at Yzerenplaat on the Koeberg Road, being Lot LaG of the land granted to M. H. Durr on the 24th day of November, 1882, measuring two hundred (200) square roods; and all persons having objection to the issue of such copy are hereby required to lodge same in writing with the Registrar of Deeds within three weeks of the last publication of this notice.

Dated at Capetown, this 19th day of July, 1923.

STENT & SIMPSON,
Attorneys, Notaries Public.

106 Adderley Street, Capetown.

8248—27

ADVERTISEMENTS.

CANCELLATION.

LOST DEED OF HYPOTHECATION.

Notice is hereby given that we intend applying for the cancellation of the entry in the Debt Register relating to a Deed of Hypothecation No. 1877, dated the 8th day of May, 1907, passed by Harry Gray, for the sum of £325, in favour of Isaac Joseph Honikman, in respect of—

Certain piece of land situate at Capetown, in the Municipality of Capetown, Cape Division, being Portion C of the Lots XIV to XVIII, Block E. Estate Bellevue, measuring 48 square roods 74 square feet;

as per Deed of Transfer passed in favour of the said Harry Gray on the 8th May, 1907 (No. 3714), the original whereof has been lost or destroyed; and all persons having objection to such cancellation are hereby required to lodge the same in writing with the Registrar of Deeds at Capetown within three weeks from the last publication of this notice.

Dated at Capetown, this 14th day of July, 1923.

J. & H. REID & NEPHEW,
Applicant's Attorneys.

123 St. George's Street,
Capetown. 8060—20-27

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA, LTD.

Policy No. 285942 for £1,000 on the life of HERMENEGILDO NUNES.

Application having been made for a duplicate of the above policy, the original having been lost, notice is hereby given that, unless the original be produced at this office within three months from this day's date, a duplicate policy will be issued.

By order of the Board.
N. V. DE KOCK,
Manager.

Capetown, 18th July, 1923.
8259—27J-31A-28S

PAARL AFRICAN TRUST CO., LTD.

LOST FIXED DEPOSIT RECEIPT.

Notice is hereby given to whom it may concern that the Fixed Deposit Receipt No. 883/22 for £1,000 issued to P. J. Louw by the above Company on 4th September, 1922, has been lost or destroyed, and that the capital and interest thereof will be paid to the representative of the said P. J. Louw at the expiration of thirty days from the date of publication of this notice, unless legal objections are received.

Paarl, 19th July, 1923.

J. H. HOFMEYR,
Secretary.

8260—27

LOST DEED OF TRANSFER.

Notice is hereby given that I intend applying for a certified copy of Deed of Transfer No. 14933, dated the 10th February, 1919, passed by Augustus Lorenzo Giani in favour of Hassan Essak in respect of certain piece of land situated in the Division of Barkly West, being Lot No. 16, in the Township of Longlands, in extent 25 square roods and 97 square feet; and all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds in Kimberley within three weeks from the last publication of this notice.

Dated at Barkly West, this 19th day of July, 1923.

S. F. STOKES,
Applicant's Attorney.

8264a—27

LOST TRANSFER.

Notice is hereby given that we intend applying for a certified copy of the Deed of Transfer No. 875, dated 18th February, 1908, passed by Jacobus Hendrik Nicolaas Beshoff; Cornelis Jacob Langenhoven; Susanna Isabella Olivier (born Lotz), married to Jan Tielman Olivier; and Pieter Gulhelm Langenhoven; in their capacity as Executors Testamentary of the Estate of Johannes Willem Langenhoven; Jacob Johannes Oosthuizen (Wessel's son); Willem Godlieb Jacob Voigt; and William McIntyre Moodie, as Executor Testamentary in the Estate of Elizabeth Maria Phillipina Voigt (born Langenhoven), in favour of Cornelis Jacob Langenhoven, in respect of:—

Certain piece of perpetual quitrent land situate in the Division of Mossel Bay, being Lot a, comprising portion of Lot F of the farm Moordkuil, *alias* Gonnakraal, and portion of the farm Hamelkop, measuring 152 morgen 348 square roods.

All persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at Capetown within three weeks from the last publication of this notice.

Dated at Capetown, this 21st day of July, 1923.

SYFRET, GODLONTON & LOW,
8439—27 Applicant's Solicitors.

THE NORWICH UNION LIFE INSURANCE SOCIETY.

Policy No. 256415 for £500 on the life of CHARLES FREDERICK MYNHARDT.

Application having been made for a copy of the above policy, the original having been lost, notice is hereby given that unless the original be produced at this office within three months from this date a copy will be issued.

By Order of the Board.

T. ALCOCK DOCKRALL,
General Manager for South Africa.

St. George's Street,
Capetown. 10th July, 1923. 8446—27

SOUTHERN LIFE ASSOCIATION.

LOST POLICY.

Life Policy No. 36658 effected for the sum of £250 on the life of ALBERT GRAHAM DAVIES.

Application having been made for a duplicate of the above policy, the original being lost, notice is hereby given that unless the original policy be produced at this office within three months from date hereof an official copy will be issued.

By Order of the Board.

ERNEST C. THOMAS,
General Manager and Actuary.

Southern Life Buildings,
Capetown, 15th May, 1923.

5917—25-M, 22-J, 27-J.

SOUTHERN LIFE ASSOCIATION.

LOST POLICY.

Life Policy No. 7232, effected for the sum of £500 on the lives of HERBERT HENRY ROBINS and BLANCHE ELIZABETH ROBINS (born HARRISON).

Application having been made for a duplicate of the above policy, the original being lost, notice is hereby given that unless the original policy be produced at this office within three months from date hereof an official copy will be issued.

By Order of the Board.

ERNEST C. THOMAS,
General Manager and Actuary.

Southern Life Buildings,
Capetown, 16th May, 1923.

5947—25-M, 22-J, 27-J.

MESSENGER'S SALE.

IN THE COURT OF THE RESIDENT MAGISTRATE FOR THE DISTRICT OF DURBANVILLE.

In the matters of DEMPERS & VAN RYNEVELD AND THE WESTERN PROVINCE TRADING CO. *versus* GERT VAN DER KUHN.

In pursuance of certain writs of execution dated the 11th June, 1923, and 8th July, 1923, respectively, a sale will be held in front of the Magistrate's Office, Durbanville, on Friday, the 27th day of July, 1923, at 11 a.m., of the following, viz.:—

Certain piece of redeemed quitrent land with iron building thereon, being Lot No. 805, part of Portion C of Lot L.A.O., measuring 34 square roods and 104 square feet, situate in De Villiers Street, Vasco Estate, Goodwood Township, Cape Province, held by Defendant under Transfer No. 8018 dated 6th September, 1922.

The property will be sold to the highest bidder, without reserve, for cash.

All expenses in connection with transfer, etc., to be borne by the purchaser.

A. F. DILLMAN,
Messenger of the Court.

Durbanville, 8th July, 1923. 8155—20-27

SALE OF EXECUTION.

NEL & LAURENCE *versus* J. A. LOUW (M. G.'s son).
(Case No. 418 of 1921.)

In pursuance of a judgment in the Magistrate's Court for the District of Calvinia, held at Calvinia, and warrant of execution, dated 23rd April, 1923, the following landed property has been attached and will be sold on Saturday, the 11th of August, 1923, at 10 o'clock, in front of the Court-house, Calvinia, unless the said judgment be sooner paid:—

Certain piece of land situate in the Division of Calvinia, being Lots Nos. 7 and 8 of the perpetual quitrent farm Akkerendam, measuring 512 square roods 72 square feet.

Conditions of Sale: Terms cash; purchaser to pay costs of transfer, etc.

A. J. STIGLING,
Acting Messenger of the Court,
8195—20-27 Calvinia.

NOTICE UNDER SECTION 46, DEEDS REGISTRIES ACT, 1918.

Notice is hereby given that application has been made to me to amend the Deeds of Transfer herein after mentioned by changing the name of the Transferees thereunder from THE UNITED CONGREGATIONAL AND PRESBYTERIAN CHURCH OF QUEENSTOWN to THE QUEENSTOWN CONGREGATION OF THE PRESBYTERIAN CHURCH OF SOUTH AFRICA, viz.:—

1. Transfer No. 219, dated 20th June, 1865.
2. Transfer No. 220, dated 20th June, 1865.
3. Transfer No. 174, dated 15th June, 1869.
4. Transfer No. 236, dated 18th December, 1889.

All persons having objection to such change of name are hereby required to lodge the same in writing with me at my office in Capetown within seven days from the last publication of this notice.

Dated at Capetown, this 14th day of July, 1923.

GEO. DENOON,
Registrar of Deeds.

8166—20-27-3

ADVERTISEMENTS.

SALE IN EXECUTION.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG, CAPE PROVINCE.

In the matter between JACOB TRAUTMAN, Plaintiff, and ALBERT FRANCIS BATTY, Defendant (Case No. 2190 of 1923, Capetown).

Notice is hereby given that a sale in execution in the above suit will be held in front of the Court-house, Wynberg, on Tuesday, 31st July, at 11 a.m., of the following landed property, viz.:—

Certain piece of ground situate in the City of Capetown at Rondebosch Flats, in the Cape Division, being Lots Nos. 7, 8, and 9, Block E, of the divided Estate Fraserdale, with wood and iron building thereon, measuring 89 square roods 25 square feet.

Terms cash; purchaser to pay any arrear rates and taxes.

W. H. SEFTON,
Messenger of the Court, Wynberg.

12th July, 1923. 7989—20-27

SALE IN EXECUTION.

JOHN TUDOR *versus* LOUIS GESWINT.

Pursuant to a judgment in the Magistrate's Court for the District of Humansdorp and writ of execution dated 23rd June, 1923, I have attached on the 25th June, 1923, certain Erf No. 15, Block D, in the village of Kruisfontein, Humansdorp Division, measuring 300 square roods 190 square feet, which will be sold on Wednesday, 8th August, 1923, at 11 a.m., in front of the Court-house, Humansdorp.

Terms cash. Purchaser to pay all costs of transfer, etc.

Humansdorp, this 14th July, 1923.

H. E. HEYNS,
Messenger of the Court.

P.O. Box 24,
Humansdorp. 8183—20-27

Notice is hereby given, in terms of Section 33, Sub-section (1), of Act No. 32 of 1916, that RUPA SINGH and MUNSHA SINGH, trading as R. & M. SINGH, intend selling the stock-in-trade, fixtures, etc., of the business carried on by them at 246 Albert Road, Woodstock, to MARIA GERTRUDE BURNETT (born VEENENDAL), widow.

Capetown, this 13th day of July, 1923.

D. BLOCK,
Attorney for the parties.

Royal Court,
21 Church Street, Capetown.

8031—20-27

NOTICE OF PRIVATE ASSIGNMENT.

Notice is hereby given that the Estates of PYE NARAN SINGH and UDHAM SINGH, trading as SINGH BROS., general dealers, Main Road, Diep River (both private and partnership estates), have been privately assigned in favour of their Creditors, in terms of a certain deed of assignment agreed upon and to be executed. Messrs. J. F. S. Curtis, E. S. Steytler, and D. W. Stephen, all of Capetown, have been appointed the Assignees under the deed; that the Assignees shall employ the services of one G. P. Thomas to supervise the business of the said Singh Bros. and to act as cashier thereof; that the said Singh Bros. shall have no authority to order goods or pledge their credit during the subsistence of the said deed, and that all orders for goods to be supplied shall be given in writing by the said Thomas, and that the said Thomas shall pay all Creditors out of moneys received.

Further particulars of the said deed of assignment may be obtained from the undersigned.

Dated at Claremont, this 7th day of July, 1923.

A. ASKEW,
Attorney for the said Singh Bros.

Station Road,
Claremont. 8033—20-27

NOTICE.

By the will and express wish of my late cousin, Major Francis Geoffrey Churchill George Kinloch, R.E., who died 25th July, 1912, I have assumed and will be known in future as HENRY CHURCHILL GEORGE KINLOCH instead of HENRY CHURCHILL-GEORGE.

H. GEORGE KINLOCH.

Dated 5th May, 1923, at Demoni Camp, Accra, Gold Coast.

7178—29-6-13-20-27-3 Aug.

SALE IN EXECUTION.

In the Court of the Magistrate, East London, in the Division of East London.

In the matter of EXECUTORS, Testamentary Estate late JAS. CUMMING, Plaintiffs, *versus* BLY. MNIKI and MTUMENI NYEKA, Defendants.

In pursuance of writs of execution dated 8th March, 1923, and 26th June, 1923, in the above matters, a sale will be held in front of the Court-house, East London, Cape Province, on Saturday, 18th day of August, 1923, at 11 a.m., of the following property of Defendants, to wit:—

A certain piece of land, being Division B of Lot No. 11, Farm XII/19 S., situated in Ward No. 7, Division of East London, measuring 45 morgen 584 square roods, held by the Defendants, each the undivided half-share.

CONDITIONS OF SALE.

1. The purchase price to be paid in cash to the Messenger of the Court immediately after the sale.

2. The purchasers to pay all fees and expenses of sale and transfer.

3. All documents in connection with the transfer to be prepared by the seller's conveyancer at the expense of the purchaser.

HENRY N. WILLETTS & SON,
Auctioneers, Government Sworn Appraisers.

W. L. Glass, Messenger of the Court,
East London, 20th July, 1923.

8272—27-3-10

SWORN APPRAISER.

CERTIFICATE OF APPOINTMENT.

By virtue of the authority vested in me by Section 10 of the Administration of Estates Act, 1913, I have appointed GODFREY SHEPHERD, of Taung, B.B., to act as Sworn Appraiser for the District of Taung.

H. O. DE VILLIERS,
Assistant Master of the Supreme Court.

Dated at Kimberley, this 12th day of July, 1923.

8228—27

NOTICE OF FINAL WINDING-UP MEETING

(Pursuant to Section 190 of the Companies Act, 1892, Cape.)

In the matter of ALFRED DIVER, LTD. (in Voluntary Liquidation).

Notice is hereby given that a General Meeting of the above-named Company will be held at the Offices of Messrs. Tayler & Ries, Limited, Strand Street, Port Elizabeth, on Monday, the 27th day of August, 1923, at 10 o'clock in the forenoon, for the purposes set out in Section 190 of the Companies Act, 1892 (Act No. 25 of 1892, Cape Province), and also to pass resolutions as to adopting the Liquidator's Accounts, the disposal of the books, accounts, and documents of the Company, and any further resolutions that may be necessary in connection with the final winding up thereof.

JOHN DINGWALL,
Liquidator.

East London, 18th July, 1923. 8221—27

NOTICE.

Notice is hereby given that all persons holding preferent claims against the STELLENBOSCH THEATRE COMPANY, LIMITED, are called upon to file the same with the first undersigned within fourteen days from the date of publication hereof.

Notice is also given that the Final General Meeting of Shareholders of the Stellenbosch Theatre Company, Limited, will held at the Office of Mr. Paul D. Cluver, 1 Bird Street, Stellenbosch, on Thursday, the 30th August, 1923, at 3 p.m., for the purpose of considering the First and Final Liquidation Account as framed by the Liquidators.

A. H. CLUVER,
A. GELB,
Liquidators.

1 Bird Street, Stellenbosch.

8262—27

NOTICE.

Notice is hereby given that, in terms of Section 33 (1) of Act No. 32 of 1916, that TOMMY DIAMOND, carrying on business as TOMMY DIAMOND, at 33 Baird Street, Uitenhage, Cape Province, as a general dealer, has disposed of the said business to OLGA DIAMOND (born WEINRONK), widow, as and from the 1st July, 1923, and the said business will be carried on by the said OLGA DIAMOND (born WEINRONK), widow, for her own account under the style or firm of OLGA DIAMOND.

CHASE, BURCH, CUNNINGHAM & SELLICK,
Attorneys for the parties.

74 Caledon Street,
Uitenhage, 12th July, 1923.

8219—27-3

SHERIFF'S SALE.

DISTRICT OF KENHARDT.

In the suit between MARCUS ROSE, Plaintiff, and FLORIS PETRUS THIRION, Defendant.

In execution of the judgment of the Supreme Court in the above suit a sale will be held at Omkyk, District Kenhardt, in said district, on Saturday, the 4th day of August, 1923, of the following, viz.:—

388 Sheep and goats, 50 mixed cattle, 10 horses, 1 cart, 1 set wheeler harness.

Sale to commence at 10 o'clock in the forenoon.

C. B. SCHULTZ,
8232—27 Deputy-Sheriff, Kenhardt.

GRAAFF-REINET PRINTING AND PUBLISHING CO., LIMITED, GRAAFF-REINET.

ANNUAL GENERAL MEETING.

Notice is hereby given that the Annual General Meeting of Shareholders of the above Company will be held in the Chamber of Commerce Room, Graaff-Reinet, on Wednesday, 29th August, 1923, at 8 p.m., for the purpose of (1) receiving from the Directors a report and statement of the affairs of the Company for the year ended 30th June, 1923; (2) the election of two Directors in the room of Messrs. J. S. Minnaar and W. Laurie, who retire by rotation; (3) for the election of two Auditors; and (4) general business.

Nominations in writing for filling the vacancies in the Directorate must be lodged with the Secretary on or before 24th August, 1923, and must be signed by at least two Shareholders qualified to vote.

The Company's Share and Transfer Register will be closed for a period of ten days from 26th to 31st August, 1923, inclusive.

H. URQUHART,
Chairman.

Graaff-Reinet, 8th August, 1922.

8266—27

ADVERTISEMENTS.

LAND AND AGRICULTURAL BANK OF SOUTH AFRICA.

APPOINTMENT OF VALUATOR.

By virtue of Section 45 of Act No. 18 of 1912, the Central Board of the Land and Agricultural Bank of South Africa has appointed WILLIAM ARTHUR WALE, of Zondagsfontein No. 801; FREDERICK HENRY WALKER, of Gegund No. 1766; JAN ADRIAAN DU PLESSIS HEYSTEK, of Gemsbokfontein No. 225, to value properties in the District of Waterberg for the purposes of the said Act, in place of T. H. KAHL, who has left the district.

THOS. B. HEROLD,
General Manager.

Land and Agricultural Bank of South Africa,
Pretoria, this 20th day of July, 1923.

8270—27

In the matter of J. V. STANTON & CO., LIMITED
(In Voluntary Liquidation).

Notice is hereby given that, in compliance with Section 168, Sub-section (2), of the Companies Act, 1909, a general meeting of J. V. Stanton & Co., Limited, will be held at 39 Beckett's Buildings, Johannesburg, on Thursday, the 16th day of August, 1923, at 10 a.m., to receive the Liquidator's account of his acts and dealings, and of the conduct of the winding up of the Company during the six months ending 21st July, 1923.

J. V. STANTON.
Liquidator.

P.O. Box 3003,
Johannesburg 17th July, 1923.

8211—27

THE GENERAL REFINERS, LIMITED
(In Liquidation).

Take notice that SAMUEL LAWRENCE HARRIS, the Liquidator of the above Company, intends to apply to the Witwatersrand Local Division in the Supreme Court of South Africa at Johannesburg on Tuesday, the 7th day of August, for an order—

(*a*) finally dissolving the said Company;
(*b*) authorizing the destruction of the books of the Company within six months;
(*c*) releasing the said Samuel Lawrence Harris from the office of Liquidator.

Johannesburg, this 20th day of July, 1923.

ISEDORE ROSENBERG,
Attorney for the Liquidator.

35 City House,
Harrison Street, Johannesburg.

8251—27

NOTICE.

Notice is hereby given, in terms of Section 33 of Act No. 32 of 1916, that ISAAC RICHARD HARRIS intends disposing of his general dealer's and butchery business at Harrisdale to JACOBUS MARTINUS VAN NIEKERK, and that fourteen days after the publication hereof application will be made to the Divisional Council, Barkly West, for a certificate authorizing the issue of a general dealer's and butchery licence to the said JACOBUS MARTINUS VAN NIEKERK.

Dated at Barkly West, this 24th day of July, 1923.

C. E. KEARNS,
Attorney for the parties.

8420—27-3

GENERAL LIFE ASSURANCE COMPANY.

Notice is hereby given that the Head Office for the Cape Province of the above Company is now situate in London Assurance Buildings, 70-72 St. George's Street, Capetown.

L. S. HALLAMORE,
Manager for Cape Province.

23rd July, 1923. 8286—27

SALE IN EXECUTION.

In the matter between C. M. OOSTHUIZEN, Plaintiff, and L. S. BESTER, Defendant.

In execution of judgment of the Magistrate's Court for the District of Heilbron, Orange Free State, a sale will be held in front of the Court-house, De Aar, Cape Province, at 12 o'clock noon, on Monday, the 6th August, 1923, of the following property of the Defendant:—

Certain piece of ground, being Water Erf No. 1, situate in the village of Burgerville, District of De Aar, with substantial burnt brick building thereon, containing 8 rooms and kitchen, large stable and cart-house.

Terms: Cash on day of sale.

GEO. LOURENTZ,
Messenger of the Court.

De Aar,
Cape Province, 21st July, 1923.

8300—27-3

EXTRAORDINARY RESOLUTION.

THE CENTRAL MARKET AND FARMERS' AGENCY, LIMITED
(Passed 21st July, 1923).

At an Extraordinary General Meeting of the Members of the above-named Company duly convened and held within the Company's registered office at 8 Adderley Street, Capetown, on the 21st July, 1923, the following Extraordinary Resolution was duly passed:—

That as the Company, by reason of its liabilities cannot continue its business, it is advisable to wind up the same, and that the Company be and is hereby placed in voluntary liquidation; further, that John Daniel Zeederberg, of 141 Longmarket Street, Capetown, be and he is hereby appointed Liquidator for the purposes of such winding up, and that his remuneration for such services be reckoned at the rate of 5 per cent. upon the proceeds of all the Company's assets sold or realized.

DAVID ARDIS,
H. CATHART NICHOLLS,
Directors.

J. D. Zeederberg
(Whatley & Co.),
141 Longmarket Street,
Capetown. 8419—27

SYFRET'S TRUST COMPANY, LIMITED.

THE AFRICAN FARMERS' CORPORATION, LTD. (in liquidation).

Notice is hereby given that CECIL LOUIS SHORT, of Capetown, was, by Order of the Cape of Good Hope Provincial Division of the Supreme Court of South Africa bearing date 12th of July, 1923, appointed Official Liquidator of the African Farmers' Corporation, Limited, with the powers under Section 149 of Act No. 25 of 1892.

All parties indebted to the said Company so in liquidation are hereby required to pay their indebtedness without delay to the undersigned.

All parties alleging claims against the said Company so in liquidation are hereby required to lodge the same with the undersigned within thirty days of the date hereof.

C. L. SHORT,
Official Liquidator.

119 St. George's Street,
Capetown, 21st July, 1923.

8287—27

THE LONDON ASSURANCE.

Notice is hereby given that the Head Office for South Africa of the above Corporation is now situate London Assurance Buildings, 70-72 St. George's Street, Capetown.

L. S. HALLAMORE,
Manager for South Africa.

23rd July, 1923. 8285—27

NOTICE.

Notice is hereby given that I intend to absent myself from the Union until the 31st August next, and that Mr. HAROLD BERNARD FISK, registered public accountant, of 57, 58, and 55 National Mutual Buildings, Rissik Street, Johannesburg. will act for me during my absence.

THOMAS STERLING.

Johannesburg, 18th July, 1923.

8233—27

Insolvent Estate of BENNI LEVI COHEN, trading as the OVERSEAS MAIL ORDER CO., of 124 West Street, Durban, grocer (No. 861).

Notice is hereby given that a Special Meeting of Creditors will be held before the Magistrate, Durban, on Thursday, the 16th day of August, 1923, at 10 a.m., for the proof of claims against the Estate, for the purpose of receiving the Trustee's Report as to the affairs and conditions of the Estate, and to give the Trustee directions concerning the sale or recovery of any part of the Estate or concerning any matter relating to the administration thereof.

In addition, the Insolvent's following offer of compromise will be placed before the Creditors:—

1. An offer of 5s. in the £1 payable in six equal monthly instalments from the 10th July, 1923, in full discharge of all claims in accordance with the deed of composition already signed by most of the Creditors.
2. Payment of the above composition is guaranteed by Mane Levin, a member of the firm of Ditz & Levin, of Durban, general dealers.
3. The Insolvent to pay the costs of sequestration proceedings and to receive benefit of all moneys collected in the Estate since insolvency.

Dated at Durban, this 23rd day of July, 1923.

A. J. MUNRO,
Trustee.

18 Castle Arcade,
P.O. Box 337, Durban.

8388—27

NOTICE.

Insolvent Estate ANTON K. R. G. LENS, of Utrecht.

The undersigned, duly instructed by the Trustee of above Insolvent Estate, will sell by public auction, subject to confirmation by the Trustee, at their Office in Voor Street, Utrecht:—

1. Erf No. 170, Utrecht, with store buildings lately used by the Trading Company, and portion of building let to the Standard Bank or S.A., Ltd.
2. The farm Rietfontein No. 212, in Ngotshe Division of District Vryheid, in extent 1,412 morgen.
3. 60 head of cattle running on said farm.

Sale to take place on Wednesday, the 15th August next, commencing at 10 a.m.

SHAWE & BOSMAN,
Auctioneers.

Utrecht, 21st July, 1923. 8445—27

ADVERTISEMENTS.

In the Insolvent Estate of EMENER ELIZABETH WHITE (deceased), lately of Estcourt, Natal, hotel proprietress.

In terms of Section 39 (2) of Act No. 32 of 1916, notice is hereby given that the Second Meeting of Creditors in the above Estate will be held at the Magistrate's Office, Estcourt, on Wednesday, the 8th August, 1923, at 10 a.m., for the purpose of receiving the Trustee's report as to the affairs and conditions of the Estate, and of giving the Trustee directions concerning the sale or recovery of any part of the Estate, or concerning any matter relating to the administration thereof.

And in terms of Section 40 of Act No. 32 of 1916, further notice is hereby given that immediately after the Second Meeting a General Meeting of the said Creditors will be held at the said Magistrate's Office, when the Trustee will submit the following resolution:—

1. That the sale effected on or about the 14th June, 1923, of the Insolvent's business, including furniture, stock-in-trade, and other assets, to Jones Bros. be confirmed.
2. That the Trustee be authorized to cancel the lease made by Insolvent with the South African Breweries, Ltd., dated the 17th September and 13th October, 1920, as from the date of the said sale.

Dated at Estcourt, this 26th day of July, 1923.

R. M. DRUMMOND,
Trustee.

8421—27

Insolvent Estate E. S. TIMOL & SONS, of Sinkwazi, storekeeper.

Notice is hereby given that a General Meeting of Creditors in this Estate will be held before the Magistrate, Durban, on Thursday, the 9th August, 1923, at 10 a.m.
Business:—

(*a*) Proof of debts.

(*b*) To accept or reject the following offer of composition made by the Insolvents:—

To pay in full all costs and expenses in connection with the sequestration and administration of the Estate, to pay in full all preferent claims, and to pay a composition of 10s. in the £1 on all concurrent claims that may be proved in the Estate; such amount to be paid as to costs, expenses, and preferent claims in cash immediately on acceptance of the offer and as to 7s. 6d. in the £1 of the composition to concurrent Creditors within twenty-four months by eight equal quarterly payments secured by promissory notes made by Insolvent in favour of the respective Creditors and endorsed as surity and co-principal debtor by Cassim Karodia, of Dordrecht, Cape Province, storekeeper.

The first of such promissory notes to be payable three months after the date of the acceptance of this offer and as to the balance of 2s. 6d. in the £1 of the composition by promissory notes made by Insolvent in favour of the respective Creditors and not endorsed. The first of such promissory notes to be payable three months after the date of the acceptance of this offer and the remaining promissory notes to run concurrently with those endorsed.

In the event of any promissory notes, whether secured or unsecured, not being paid within fourteen days from due date thereof, the whole of the balance of said composition of 10s. in the £1 still to become due shall thereupon immediately become due and payable and the holders of such promissory notes entitled to take immediate action for the recovery of such balance notwithstanding that the due dates of the promissory notes shall not have arrived.

If this offer is accepted all assets in the Estate to be revested in Insolvent's.

Durban, this 24th day of July, 1923.

B. E. SWINBOURN, R.P.A.,
Trustee.

37, 38, and 39 Anglo-African House,
Durban. 8423—27

In the Insolvent Estate of ELIJAH HAZELHURST (No. 115/X111).
(In terms of Section 60 of the Insolvency Law, 1887.)

Notice is hereby given that by order of Court of the 10th July, 1923, BERNARD CRESSY, the Trustee in the Insolvent Estate of Elijah Hazelhurst was removed from office, and that a Meeting will be held before the Magistrate, Eshowe, Zululand, on Thursday, the 9th day of August, 1923, at 10 a.m., for the election of a new Trustee.

F. C. RODD,
Acting Master of the Supreme Court of South Africa (Natal Provincial Division).

Pietermaritzburg, Natal,
19th July, 1923.

In die Insolvente Boedel van ELIJAH HAZELHURST (No. 115/X111).
(In terme van Seksie 60 van die Insolvensie Wet, 1887.)

Kennis geskied hiermee dat op las van die Hof van die 10de Julie 1923 BERNARD CRESSY, die Trustee in die Insolvente Boedel van Elijah Hazelhurst uit die kantoor verwyder is, en dat 'n vergadering voor die Magistraat gehou sal word op Eshowe, Zululand, op Donderdag, die 9de Augustus 1923, om 10 uur voormiddag, om 'n nuwe Trustee te kies.

F. C. RODD,
Waarnemende Meester van die Hooggeregshof van Suidafrika (Natal Provinsiale Afdeling).

Pietermaritzburg, Natal,
19 Julie 1923. 8269—27

In the Insolvent Estate JAN VAN DER MERWE SCHEEPERS, of Weenen, Natal (No. 350).

A Special Meeting of Creditors will be held at the Magistrate's Court, Weenen, on Friday, 10th August, 1923, at 10 a.m., for the proving of claims.

Notice is also given of my intention to apply to the Master of the Supreme Court (Natal Provincial Division) for an extension of time to 31st August, 1923, within which to lodge accounts; any objections thereto to be filed with the Master of the Supreme Court within fourteen days from the date of publication hereof.

ROBT. M. BUCHAN,
Trustee.

Weenen, 20th July, 1923.

8256—27

NOTICE OF TRUSTEE.

[*Pursuant to Section 96, Sub-section (2), of Insolvency Act, 1916.*]

Insolvent Estate of CHARLES HENDERBY MILNER, of Paulpietersburg, Natal, carpenter (No. 786).

Notice is hereby given that the First and Final Liquidation Account and Plan of Distribution in the above Estate will lie open at the Offices of the Master of the Supreme Court, Pietermaritzburg, and the Magistrate, Paulpietersburg, Natal, for a period of fourteen (14) days from the date of publication hereof.

C. A. FREYER,
Trustee, Insolvent Estate C. H. Milner.

Paulpietersburg, 20th July, 1923.

8264—27

I hereby give notice that it is my intention to sell my general dealer's business at Pinetown to A. E. BURTON as from 6th August, 1923.

J. B. SHARE.

Pinetown, 16th July, 1923. 8291—27

In the Intestate Estate of the late KATHLEEN ELIZABETH LAURENCE, wife of ARTHUR LAURENCE, of Overport, in the Province of Natal, dairy farm manager.

Creditors and Debtors in the above Estate are hereby requested to file their claims and pay their debts at the office of the undersigned within fourteen days from the publication of this notice.

O. J. ASKEW,
Executor Dative.

Gardiner Street,
Durban, 23rd July, 1923. 8389—27

SALE IN EXECUTION.

WITHOUT RESERVE.

In the matter of MOULA BUX, of Durban, Plaintiff, and HAJEE HASSAN (also known as SHAIK MADAR), of Overport, Defendant.

In execution of the judgment of the Magistrate's Court for the District of Durban in the above matter, a sale will be held in front of the Law Courts, Durban, on Saturday, the 11th August, 1923, at 10 a.m., of the following immovable property of the Defendant, to wit:—

An undivided one-eighth share of the remainder of Sub-division 12 of Block D in the Overport Estate, in extent 32.84 perches, under Deed of Transfer No. 1237/1921, dated the 6th April, 1921.

Conditions of Sale.

1. Purchase price to be paid in cash immediately after the sale.
2. The purchaser to pay all costs of transfer and transfer dues.
3. The Plaintiff to appoint the Conveyancer for the purposes of sale and transfer.

E. SANDYS,
Messenger of the Court.

Durban, 11th July, 1923.

7955—20-27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Natal Provincial Dviision) at Pietermaritzburg on Thursday, the 16th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of JOACHIM FREDERICK REINHOLD LAUTH, trading as POLLOK & BUTTON, of Durban, wool brokers, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Pietermaritzburg, and at the Office of the Magistrate, Durban, for a period of fourteen days from the 30th day of July, 1923, to the 13th day of August, 1923.

Dated at Durban, this 24th day of July, 1923.

BURNE & BURNE,
Applicant's Attorneys.

Hooper Lane, Durban.

8317—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Natal Provincial Division) at Pietermaritzburg on Thursday, the 30th day of August, 1913, at 10 a.m., or so soon thereafter as Counsel can be heard, for the surrender of the Estate of ARTHUR CROSS, of Endwell, Waschbank, farmer, as insolvent; and his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pietermaritzburg, and at the Magistrate's Office, Dundee, for a period of fourteen days from the 14th day of August, 1923, to the 29th day of August, 1923.

Dated at Dundee, this 24th day of July, 1923.

P. O'HEA,
Applicant's Attorney.

8318—27

ADVERTISEMENTS.

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Natal Provincial Division) sitting at Pietermaritzburg on Friday, the 24th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of THOMAS SCANNELL, of Pietermaritzburg, trading as THE NEW YORK TAILORS AND OUTFITTERS at 177 Church Street, Pietermaritzburg, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pietermaritzburg, for a period of fourteen days from the 3rd August, 1923, to the 22nd August, 1923.

ALFRED LISTER,
Applicant's Attorney.

14 Timber Street,
Pietermaritzburg. 8414—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Natal Provincial Division) on Tuesday the 28th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of MORRIS WOLF, of Pietermaritzburg, Natal, salesman and live stock dealer, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court, Pietermaritzburg, for a period of fourteen days from the 27th day of July, 1923.

Pietermaritzburg, 24th July, 1923.

D. L. McGILLEWIE & CO.,
Applicant's Attorneys.

Pietermaritzburg, Natal.
8444—27

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY.

Policy No. 84800 for £100 (paid up) on the life of FRANCIS FREDRICK BENINGFIELD.

Application having been made for a duplicate of the above policy, the original having been lost, notice is hereby given that unless the original be produced at this office or at the head office of the Society, Capetown, within three months from this day's date a duplicate will be issued.

By order of the Board.
A. A. ANDRIES,
Resident Manager, Natal Branch.

Durban, 19th July, 1923.
8242—27J-31A-28S

SOUTH AFRICAN JUTE COMPANY, LIMITED
(in Voluntary Liquidation).

Notice is hereby given that at a Meeting held on 13th July, 1923, the above Company was placed in voluntary liquidation.

All persons having claims against the Company are hereby requested to file same with the undersigned within three weeks from this date.

By order of the Liquidators.

J. E. DUFF.

339 Smith Street,
Durban, 19th July, 1923. 8433—27

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, under Section 33 of Act No. 32 of 1916, that JOSEPH FLINK intends to sell the business heretofore carried on by him at 166 First Avenue, Durban, to C. O. HAGER as from 1st August, 1923.

Dated at Durban, this 24th day of July, 1923.

W. A. BURNHAM,
Agent for the parties.

Mercury Lane, Durban. 8428—27-3

SALE IN EXECUTION.

WITHOUT RESERVE.

In the matter of ARTHUR MILES, Plaintiff, and SOUTH AFRICAN OIL REFINERIES, LTD. (Defendants).

In execution of the judgment of the Supreme Court of South Africa (Natal Provincial Division), a sale will be held at the premises of the Defendants in Ordnance Road, Durban, on Thursday, the 9th August, 1923, at 10 a.m., of the following property of the Defendants, to wit:—

All the movable property belonging to the within-named Defendants, located in their premises at Ordnance Road, Durban, including the following:—A large number of soap manufacturing implements, office furniture, fixtures, fittings, machinery, hand-cart, etc., etc. All book debts due to the Defendants herein.

E. SANDYS,
Deputy-Sheriff.

Durban, 14th July, 1923. 8076—20-27

NOTICE OF SALE.

IN THE COURT OF THE MAGISTRATE, DIVISION OF DUNDEE.

DUNDEE BUILDING SOCIETY *versus* N. J. FURLONG.

In pursuance of a writ of execution, dated 14th day of June, 1923, the undermentioned will be sold by public auction to the highest bidder for cash, purchaser taking all risks, at the Court-house, Dundee, on Saturday, the 4th day of August, 1923, at 11 o'clock in the forenoon, unless the debt and costs be sooner paid, viz.:—

1. Sub-division A of Erf No. 3, Block V, in extent 1 rood 24 perches 66 square feet.
2. Remainder of Erf No. 3, Block V, in extent 31 decimal 67 perches.

M. C. L. WEST,
Messenger of the Court.

Dundee, 15th June, 1923. 8206c—20-27

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division).

In the matter of an application by CLAUDE HARRY HILLS, of Durban, Candidate Attorney, for admission as Attorney of this Honourable Court.

Notice is hereby given that on Tuesday, the 14th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, application will be made to the Honourable the Supreme Court of South Africa (Natal Provincial Division) on behalf of Claude Harry Hills, of Durban, Candidate Attorney, for his admission as an Attorney of this Honourable Court.

Any objections thereto must be lodged with the Registrar of the Court on or before that date.

Dated at Durban, this 25th day of July, 1923.

STOCKEN & STOCKEN,
Applicant's Attorneys.

392 West Street, Durban.
8431—27

IN FORMA PAUPERIS.

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Circuit Local Division).

NOTICE

To JARVIS ALDHAM, sometime of Durban, Natal, fish packer.

Take notice that on the 10th day of July, 1923, your wife, LOUISA ALDHAM (born JACOBS), obtained an order in the above Honourable Court against you for restitution of conjugal rights to be performed at Durban on or before the 10th day of August, 1923, failing which she be at liberty to apply for a decree of divorce *a vinculo matrimonii*.

Dated at Durban, this 23rd day of July, 1923.

WILLIAM KIRK,
Plaintiff's Solicitor.

63 Field Street, Durban. 8350—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Circuit Local Division).

CITATION

Addressed to BHAGGU (Free Indian No. 42182), formerly of Clare Estate, near Durban, Natal, but whose present address is unknown.

Take notice that by citation issued the 13th day of July, 1923, at the instance of Hava, Mahomed Dawjee Timol, and Ahmed Dawjee Timol, in their capacity as the duly appointed Executrix and Executors Testamentary of the Estate of the late Dawjee Mamoojee Timol, of Durban, Natal, merchant, you are summoned to cause an appearance to be entered with the Registrar of this Honourable Court at Durban on or before the 10th day of September, 1923, to answer the claim of the said Executrix and Executors in their said capacity for—

1. The sum of £225, being the amount due under Mortgage Bond No. 273/1906, dated the 8th day of February, 1906, passed by you in favour of the said late Dawjee Mamoojee Timol, which said bond is now due and payable by reason of the non-payment of interest.
2. The sum of £225, interest thereon from the 8th day of February, 1906, to date at the rate of 10 per cent. per annum.
3. An order declaring the hypothecated property executable.
4. Costs of suit.

Also take notice that you are to cause to be entered with the Registrar of the above-named Court at Durban before the 10th day of September, 1923, an address in Durban for the service there of notices or the like to you, and that in default of your so doing this action will be proceeded with against you without further notice to you.

Dated at Durban, this 9th day of July, 1923.

P. J. BURGER,
Acting Assistant Registrar.

C. P. Robinson & Goulding,
National Bank Chambers,
West Street, Durban,
Plaintiff's Attorneys. 8007—20-27

NOTICE.

Notice is hereby given that on Tuesday, the 14th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, application will be made to the Honourable the Supreme Court of South Africa (Natal Provincial Division) on behalf of ATHELSTAN WYCLIFFE ASKEW, of Durban, in the said Province, for his admission as a Candidate Attorney of the said Court.

Any objection to the said admission must be lodged with the Registrar of the said Court before the day of hearing.

Pietermaritzburg, 17th July, 1923.

ALFRED LISTER,
Applicant's Attorney.

Alfred Lister,
14 Timber Street, Pietermaritzburg.
8220—27

LAND AND AGRICULTURAL BANK OF SOUTH AFRICA.

APPOINTMENT OF VALUATOR.

By virtue of Section 45 of Act No. 18 of 1912, the Central Board of the Land and Agricultural Bank of South Africa has appointed RICHARD BRUCE HARVEY, of Pinetown, to value properties in the District of Pinetown, for the purposes of the said Act, in place of C. S. Stuart, who has left the district.

THOS. B. HEROLD,
General Manager.

Land and Agricultural Bank of South Africa, Pretoria, this 20th day of July, 1923. 8244—27

ADVERTISEMENTS.

NOTICE.

If JOHN ROBERT HENRY MACKENZIE, son of the late Anthony Mackenzie, will communicate with us, he will hear of something to his advantage. Any information of his whereabouts should also be addressed to us.

SHEPSTONE & WYLIE,
Solicitors, etc.

Municipal Buildings,
Durban. 8249—27

IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division, Durban and Coast Circuit Local Division).

CITATION.

Addressed to WILLIAM STEWART MACDOUGALL MORE, of Durban (whose address is unknown), issued in terms of an Order of the Supreme Court of South Africa (Natal Provincial Division, Durban and Coast Circuit Local Division), dated the 17th day of July, 1923, in an action instituted against you by your wife, HILDA MARY MORE (born GUTHRIE), of Durban aforesaid.

Take notice that you, the said William Stewart Macdougall More (herein after called the Defendant), the lawful husband of the said Hilda Mary More (herein after called the Plaintiff) are summoned to appear before the above-mentioned Honourable Court at Durban aforesaid on or before the 31st day of August, 1923, at 10 o'clock in the forenoon, to answer the claim of your wife, the said Hilda Mary More, to whom you were married on the 21st day of November, 1917, for restitution of conjugal rights, failing which a divorce *a vinculo matrimonii* on the ground of desertion, and dissolution of community of property existing between you, all upon grounds to be fully stated in the declaration herein as it is said.

Witness: The Honourable Sir John Carnegie Dove Wilson, Kt., Judge-President of the Natal Provincial Division of our said Supreme Court at Durban, this 20th day of July, 1923.

P. J. BURGER,
Acting Assistant Registrar.

Take notice that you will sufficiently appear for the purposes of this Citation by appointing an Attorney of the Court to act for you, and who shall so act, or by causing to be entered with the Registrar of the above Court an address in Durban for the service there in this action of notices of the like on you. In default of due appearance hereunder on your behalf, this action may be proceeded with without further notice to you.

P. J. BURGER,
Acting Assistant Registrar.

L. G. H. Mayston,
Plaintiff's Attorney,
Birnam Buildings,
406 West Street, Durban.

8265—27-3

NOTICE.

Notice is hereby given, in terms of Act No. 32 of 1916, Section 33, that the business carried on by EDWARD CECIL and HELEN CATHERINE OLIVER as THE VICTORY TEAROOM, 81 West Street, Durban, will be disposed of to WILLIAM VAN LIER as from 1st August, 1923.

Durban, 19th July, 1923.

H. A. GODWIN & CO.,
Agents for the Parties.

Estate Agents and Business Brokers,
339 West Street, Durban. 8267—27-3

NOTICE.

I, SAYED HOOSEN, of Stanger, in the Province of Natal, storekeeper, acting in my capacity as the agent of SAYED AMOD (under general power of attorney, dated the 26th day of February, 1921), the new partner of the business, hereby give notice that on the 20th day of June, 1923, the following change took place in the constitution of the firm registered in the name of SAYED AMOD & COMPANY; that is to say, MAHOMED NOOR MIA retired from the firm and the said SAYED AMOD is now the sole member of the firm.

SAYED AMOD.
SAYED HOOSEN.

Sworn and declared before me at Stanger, this 17th day of July, 1923.

L. M. JACOBS,
8218—27 Commissioner for Oaths.

NOTICE OF CHANGE IN CONSTITUTION OF REGISTERED FIRM.

Notice is hereby given that on the 1st day of July, 1923, the following change took place in the constitution of the firm registered in the name of G. S. DICKS & COMPANY, of Utrecht, retail dealers; that is to say:—

JAMES WATTERS SANGSTER retired from the firm.

Dated at Newcastle, this 23rd day of July, 1923.

ANDERSON & EDMONDS,
Solicitors for the parties.

Scott Street, Newcastle. 8429—27

NOTICE.

Notice is hereby given in terms of Section 33 of Act No. 32, 1916, that HARRY HEARN, of Krantzkop, intends to dispose of the bar and hotel business carried on by him at Krantzkop at the Krantzkop Hotel, and that such business is to be acquired by HEINRICH FREDRICH WILHELM HORMANN, presently of Dalton.

Dated at Greytown, Natal, this 24th day of July, 1923.

NEL & STEVENS,
Solicitors for the parties.

Greytown. 8441—27-3

Notice is hereby given that DAN WOOLFSON intends selling the tobacconist and hairdressing business carried on by him at 137 West Street, Durban, to SYDNEY JOHN LOWRY.

Durban, 14th July, 1923.

BURNE & BURNE,
Attorneys for the parties.

Durban. 8008—20-27

IN FORMA PAUPERIS.

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Circuit Local Division).

NOTICE

To JARVIS ALDHAM, sometime of Durban, Natal, fishpacker.

Take notice that on the 10th day of July, 1923, your wife, LOUISA ALDHAM (born JACOBS), obtained an order in the above Honourable Court against you for restitution of conjugal rights to be performed at Durban on or before the 10th day of August, 1923, failing which she be at liberty to apply for a decree of divorce *a vinculo matrimonii*.

Dated at Durban, this 12th day of July, 1923.

WILLIAM KIRK,
Plaintiff's Solicitor.

63 Field Street,
Durban. 8193—20-27

WET OP PATENTEN, MODELLEN. HANDELSMERKEN EN AUTEURSRECHT
(No. 9 VAN 1916).
PRICE 2s. 6d., POST FREE.
Verkrijgbaar aan de
Goevernementsdrukkerij en Schrijfbehoeftekantoren te Pretoria en Kaapstad

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NOTICE OF ASSIGNMENT.

Notice is hereby given that OTTO HERBST, of Bloemfontein, clerk, has made an assignment of his property in favour of MARK SCHWARTZ, clerk, of Bloemfontein, in trust for the Creditors of the said Otto Herbst if they accept the same; and that his schedules will lie for inspection, and the deed of assignment for inspection and signature by all Creditors entitled to sign, at the Office of the Master of the Supreme Court, Bloemfontein, for a period of fourteen days from the 30th July, 1923, to 13th August, 1923.

It is further notified that if the said assignment shall be declined, application will be made to the Supreme Court of South Africa (Orange Free State Provincial Division) at Bloemfontein on the 20th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of Otto Herbst as insolvent.

KANNEMEYER & JEFFREYS,
Attorneys for the Assignor.

Bloemfontein, 23rd July, 1923.

8309—27

NOTICE.

(1) Assigned Estate of WILLIAM RALPH CHRISTIE, contractor, of Bethlehem.
(2) Insolvent Estate of GERHARD DIRK KOTZE, farmer, of Wolhuterskop, District Bethlehem.
(3) Insolvent Estate of JOHANNES JACOBUS COETZEE, boarding-house keeper, of Bethlehem.

Notice is hereby given that the assets in the above Estates will be sold by public auction by the Auctioneers Messrs. R. van Raalte & Co., of Bethlehem, on Saturday, the 18th day of August, 1923, at 11 a.m.

The sale will take place at Bethlehem.

Bethlehem, this 23rd day of July, 1923.

H. R. ROOD,
Assignee Estate W. R. Christie.

V. H. DUNNINGHAM,
Sole Trustee Insolvent Estates G. D. Kotze and J. J Coetzee.

8313—27

In the Estate of the late MARION BEATRICE MORGENROOD.

Creditors and Debtors in the above Estate are required to file their claims with and pay their debts to the undersigned within a period of twenty-one days from the date of the publication hereof.

Bloemfontein, this 24th day of July, 1923.

GORDON FRASER,
Attorney for the Executrix Dative.

20 Aliwal Street, Bloemfontein.

8412—27

NOTICE TO APPLY FOR REHABILITATION.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Orange Free State Provincial Division) at Bloemfontein on Saturday, the 15th day of September, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the rehabilitation of the Estate of CORNELIUS JACOBUS GREEFF, of Vredefort.

Dated at Bloemfontein, this 24th day of July, 1923.

MARAIS & DE VILLIERS,
Applicant's Attorneys.

Kellner Chambers, Bloemfontein.

8413—27

ADVERTISEMENTS.

In the Insolvent Estate of CHEIM BEILES (X/2375).

A Special Meeting of Creditors will be held in the above Estate in the Magistrate's Court, Heilbron, at 10 a.m., on Wednesday, the 8th August, 1923, for the purpose of proving further claims.

Dated at Heilbron, this 21st day of July, 1923.

J. V. v. D. HEEVER,
Trustee.

8258—27

NOTICE OF SALE.

In the Insolvent Estate of FRANS JOHANNES CHRISTIAAN TRUTER (X/2443), farmer, of Trutersrust, District Kroonstad, I will cause to be sold on the farm Trutersrust, District Kroonstad, on the 17th August, 1923, at 10.30 a.m.:—

(1) The farm Trutersrust No. 1758, District Kroonstad, measuring 400 morgen, with the improvements thereon; and

(2) the loose assets consisting of about 800 bags of mealies, farming implements, and cattle.

Kroonstad, 20th July, 1923.

J. DU RANDT,
Sole Trustee.

P.O. Box 110, Kroonstad. 8273—27

SHERIFF'S NOTICE OF MEETING.

In the matter between JOHANNES HENDRICUS BRAND REITZ, Plaintiff, and PETRUS ARNOLDUS VAN HEERDEN, Defendant.

A Meeting of Mortgagees and of all persons interested in the undermentioned property will be held before the Sheriff of the Orange Free State at his Office, Bloemfontein, on Saturday, the 11th day of August, 1923, at 11 a.m. precisely, for the purpose of determining whether the said property shall be sold, and, if so, to settle the conditions of sale of such property, namely:—

1. Lot No. 147, being portion of the farm Lakeview No. 505, District Bloemfontein, measuring five (5) morgen.

2. Lot No. 156, being portion of the farm Lakeview No. 505, District Bloemfontein, measuring five (5) morgen.

F. MIDGLEY,
Acting Sheriff.

Office of the Sheriff of the Orange Free State, Bloemfontein, 18th July, 1923.

8208—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Orange Free State Provincial Division) at Bloemfontein on Monday, the 27th day of August, 1923, at 10 o'clock in the forenoon, or so soon thereafter as Counsel can be heard, for the surrender of the Estate of DANIEL PETRUS PIENAAR, Sen., mason, of Ladybrand, as insolvent; and that his schedules will lie for inspection at the Office of the Master of the Supreme Court at Bloemfontein, and at the Office of the Magistrate at Ladybrand, for a period of fourteen days from the 4th day of August, 1923.

ALEC. ARCHIBALD,
Applicant's Attorney.

Ladybrand, Orange Free State.

8440—27

NOTICE OF INTENTION TO SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Orange Free State Provincial Division) on Saturday, the 15th day of September, 1923, at 10 a.m. in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of FLORIS JOHANNES STEPHANUS COETZEE, a farmer, residing at Jakhalsfontein, District Bloemfontein; and his schedules will lie for inspection at the Office of the Master of the Supreme Court at Bloemfontein, and at the Office of the Resident Magistrate at Brandfort, for a period of fourteen days reckoned as from the 1st August, 1923.

Brandfort, this 23rd day of July, 1923.

HENDRIKZ & DE VLETTER,
Applicant's Attorneys.

8311—27

NOTICE OF SURRENDER.

Notice is hereby given that application will be made to the Supreme Court of South Africa (Orange Free State Provincial Division) on the 20th day of August, 1923, at 10 o'clock in the forenoon, or as soon thereafter as Counsel can be heard, for the surrender of the Estate of ALFRED JOHN VON HAGEN, mill manager and farmer, of Fouriesburg, as insolvent; and that his schedules will lie for inspection at the office of the Master of the Supreme Court at Bloemfontein, and at the office of the Magistrate at Fouriesburg, for a period of fourteen days from the 30th day of July to the 14th day of August, 1923.

H. R. ROOD,
Applicant's Attorneys.

Bethlehem, 19th July, 1923. 8225—27

LOST DEED OF TRANSFER.

Notice is hereby given that I intend applying for a certified copy of Deed of Transfer No. 23646, dated the 25th April, 1908, passed by Henry Francis Wilson, in his capacity as Colonial Secretary of the Orange River Colony, and as such representing the Government of the said Colony in favour of Jacob Levinsohn, farmer, residing at Loskop, District Kroonstad, in respect of certain farm Levinsohn's Rust No. 1493, District Kroonstad, measuring one hundred and eighty-nine (189) morgen four hundred and one (401) square roods, subject to certain rights to minerals, etc., in favour of the said Government; and all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at Bloemfontein within five weeks from the last publication of this notice.

Dated at Kroonstad, this 13th day of July, 1923.

J. G. VORSTER,
Applicant's Attorney.

7977—20-27-3

NOTICE.

LOST DEED OF GRANT.

Notice is hereby given that I intend applying for a certified copy of a certain Deed of Grant No. 1359, registered on the 18th day of July, 1911, passed to and in favour of the Joint Estate of the late Jan Theodorus Hendrik de Lange (L/1408) and surviving spouse, Salomina Maria Johanna de Lange (born Gouws), in respect of certain farm Holywell No. 42, situate in the District of Wepener.

And all persons having objection to the issue of such copy are hereby required to lodge the same in writing with the Registrar of Deeds at Bloemfontein within five weeks from the last publication of this notice.

Dated at Wepener, this 6th day of July, 1923.

EBEN. POTGIETER, *q.q.*

7752—13-20-27

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY.

Policy No. 94694 for £500 on the Life of JAMES ENGELIUS BERGH.

Application having been made for a duplicate of the above policy, the original having been lost:

Notice is hereby given, that unless the original is produced at this Office within three months from date of the first publication hereof, a duplicate will be issued.

By Order of the Board.

R. VAN SELM,
Resident Secretary.

Bloemfontein.

7160—29 June-27 July-31 Aug.

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY.

Policy No. 37446 paid up for £26. 6s. on the life of WILLIAM ASPINALL.

Application having been made for a duplicate of the above Policy, the original having been lost, notice is hereby given that, unless the original is produced at this office within three months from date of the first publication hereof, a duplicate will be issued.

By order of the Board.

R. VAN SELM,
Resident Secretary.

Mutual Buildings, Market Square,
Bloemfontein, Orange Free State.

8315—27J-31A-28S

SHERIFF'S SALE OF FARM
(DISTRICT FAURESMITH).

In execution of a judgment in the suit of HENRY ROGERS BIGGS *versus* PIETER JOHANNES DU PLESSIS, a sale of the undermentioned property will be held (without reserve) in front of the Office of the Magistrate, Fauresmith, at 11 a.m., on Saturday, 4th August, 1923:—

The farm Leominster No. 796, situate in the District of Fauresmith, in extent 2135 morgen 73 square roods.

The following information has been supplied, but nothing is guaranteed in this respect:—

The farm is well enclosed, one boundary jackal proof, and has two camps, two good windmills, one large dam, three enclosed lands and gardens, two orchards, a large dwelling-house (8 rooms and 2 passages) under loft, good kraals and dipping tank.

Veld: Mountain and flat, with mixed grasses and bush; suitable for all classes of stock; a model farm.

The farm will be sold on the following terms:—

One-quarter of the purchase price to be paid in cash and the balance, in three equal instalments, four, eight, and twelve months after day of sale, bearing interest from the day of sale at 6 per cent. per annum.

F. MIDGLEY,
Acting Sheriff.

Sheriff's Office,
Bloemfontein, 13th July, 1923.

7965—20-27

NOTICE.

Notice is hereby given, in terms of Section 33 (1) of Act No. 32 of 1916, that CORNELIS WILLEM BUKES, carrying on business at Kroonstad under the style or firm of THE FARM IMPLEMENT CO., has this day sold the said business to ALEXANDER FAIRWEATHER, of Kroonstad.

Kroonstad, this 13th July, 1923.

J. G. VORSTER, *q.q.*

7976—20-27

MACKAY BROS., LIMITED.

Notice is hereby given that Mr. JOHN PETER ACLAND BISCHOFF will represent this Company in the Orange Free State as the Principal Officer, and that the address of the above Officer of the Company will be Erf No. 115, Cross Street, Kroonstad.

J. H. MACKAY,
Chairman, Mackay Bros., Ltd.

21st July, 1923. 8261—27

ADVERTISEMENTS.

NOTICE OF DISSOLUTION OF PARTNERSHIP.

Take notice that the partnership hitherto existing between RAMSURUJ KALPEE, of Tongaat, and VEERIAH AMMAYA NAIDOO, of Frosterley, near Verulam, under the style or firm name of R. KALPEE & A. NAIDOO, Frosterley, near Verulam, is hereby dissolved by mutual consent as from the 18th day of July, 1923, and that the said VEERIAH AMMAYA NAIDOO has taken over all the assets and liabilities of the said partnership as from the above-mentioned date.

Dated at Verulam, this 19th day of July, 1923.

STOCKEN & DICKINSON,
Attorneys for the parties.

Verulam. 8268—27

NOTICE.

Notice is hereby given, in terms of Section 33 of Act No. 32 of 1916, that MICHEL GABRIEL BANDO, of Bloemfontein, intends selling his business at 34 Aliwal Street, Bloemfontein, to HARRY WILLIAM FRANCES, of Bloemfontein.

Bloemfontein, this 18th day of July, 1923.

FRASER & SCOTT,
Attorneys for the parties.

8229—27-3

LAND AND AGRICULTURAL BANK OF SOUTH AFRICA

APPOINTMENT OF VALUATOR.

By virtue of Section 45 of Act No. 18 of 1912, the Central Board of the Land and Agricultural Bank of South Africa has appointed THEUNIS LOUIS BOTHA, S.J.P., of Edenville, to value properties in the District of Kroonstad for the purposes of the said Act.

THOS. B. HEROLD,
General Manager.

Land and Agricultural Bank of South Africa, Pretoria, this 19th day of July, 1923. 8243—27

NATURALIZATION NOTICES.

I, LOUIS KENCH, of Johannesburg, 237 Bree Street, hereby give notice that I intend to apply in terms of Sub-section (*a*), Section 4, of the Naturalization of Aliens Act, 1910, for Naturalization under that Act. 8209

I, GEORGE GERVAIS, of 12 Fishery Road, Port Elizabeth, hereby give notice that I intend to apply in terms of Sub-section (*a*), Section 4, of the Naturalization of Aliens Act, 1910, for Naturalization under that Act. 8241

I, STAMATIOS LIMBERIS, of 500 Church Street East, Pretoria, hereby give notice that I intend to apply in terms of Sub-section (*a*), Section 4, of the Naturalization of Aliens Act, 1910, for Naturalization under that Act. 8283

I, MAX KARL HEINRICH PFRETZSCHNER, of Beaulieu, P.O. Box 34, Bergville, hereby give notice that I intend to apply in terms of Sub-section (*a*), Section 4, of the Naturalization of Aliens Act, 1910, for Naturalization under that Act. 8430

I, HEINRICH WILHELM KAMMEIJER, of Bloemfontein, 38 Steyn Street, P.O. Box 249, hereby give notice that I intend to apply in terms of Sub-section (*a*), Section 4, of the Naturalization of Aliens Act, 1910, for Naturalization under that Act. 8434

PUBLISHED BY AUTHORITY.

STATUTES
OF THE
UNION OF SOUTH AFRICA, 1922,
WITH
TABLES OF CONTENTS (ALPHABETICAL AND CHRONOLOGICAL) AND TABLES OF LAWS, ETC., REPEALED AND AMENDED BY THESE STATUTES.

HALF BOUND IN LAW CALF, 12s. 6d.
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Obtainable from the Government Printing and Stationery Offices at Pretoria and Capetown.

GEAUTORISEERDE UITGAVE.

WETTEN
VAN
DE UNIE VAN ZUID-AFRIKA, 1922,
MET
TABELLEN VAN INHOUD (ALFABETIES EN CHRONOLOGIES GEORDEND), EN TABEL VAN WETTEN, ENZ., DOOR DEZE WETTEN HERROEPEN EN GEWIJZIGD.

HALF GEBONDEN IN KALFSLEDEREN BAND 12s. 6d.
(Engels en Hollands in Een Deel.)

Verkrijgbaar aan de Goevernementsdrukkerij en Schrijfbehoeftekantoren, Pretoria en Kaapstad.

UNION OF SOUTH AFRICA.

PUBLIC SERVICE LIST, 1921.

Containing information of the Public Service, as at 31st December, 1920, prepared and published by the Public Service Commission in accordance with the provisions of section 2 (3) (*c*) of the Public Service and Pensions Act, 1912.

Price 5s., Post Free.

Obtainable at the Government Printing and Stationery Offices at Pretoria and Capetown.

UNIE VAN ZUID-AFRIKA.

STAATSDIENSTLIJST, 1921.

Bevattende inlichting met betrekking tot de Staatsdienst als op 31 Desember 1920, opgesteld en gepubliceerd door de Staatsdienstkommissie overeenkomstig de bepalingen van artikel 2 (3) (*c*) van de Staatsdienst en Pensioen Wet, 1912.

Prijs 5s., Postvrij.

Verkrijgbaar aan de Goevernementsdrukkerij en Schrijfbehoeftekantoren te Pretoria en Kaapstad.

ADVERTISEMENTS.

ELECTION OF EXECUTORS AND TUTORS.

The Estates of the persons mentioned in the attached schedule being unrepresented, notice is hereby given to the surviving spouse (if any), next-of-kin, legatees, and creditors, and—in cases where the meeting is convened for the election of Tutors—to the paternal and maternal relatives of the minors, and to all others whom these presents may concern, that meetings will be held in the several Estates at the times, dates, and places specified for the purpose of selecting some person or persons for approval by the Master of the Supreme Court of South Africa (Cape of Good Hope, Natal, Orange Free State, or Transvaal Provincial Division, as the case may be) as fit and proper to be by him appointed Executors or Tutors, as the case may be. Meetings at Capetown, Pietermaritzburg, Bloemfontein, and Pretoria will be held before the Master, in Kimberley before the Assistant Master, in Johannesburg before the Assistant Magistrate (Civil Division), and in other places before the Magistrate.

R. J. BARRY, Master of the Supreme Court, Cape of Good Hope Provincial Division.
UNWIN S. BARRETT, Master of the Supreme Court, Transvaal Provincial Division.
H. G. BOTHA REID, Master of the Supreme Court, Natal Provincial Division.
R. N. HARLEY, Master of the Supreme Court, Orange Free State Provincial Division.
H. O. DE VILLIERS, Assistant Master of the Supreme Court, Kimberley.

VERKIEZING VAN EKSEKUTEURS EN VOOGDEN.

De Boedels van de personen vermeld in de aangehechte lijst niet vertegenwoordigd zijnde, wordt hiermede kennis gegeven aan de nagelatene echtgenoot (indien enige), erfgenamen, legatarissen en krediteuren, en—in gevallen waar de bijeenkomst belegd wordt voor verkiezing van voogden—aan de bloedverwanten der minderjarigen van vaders- en moederszijde, en aan alle anderen die het moge aangaan, dat bijeenkomsten gehouden zullen worden in de verschillende Boedels, op de tijden, datums en plaatsen vermeld, voor het doel een persoon of personen te kiezen voor goedkeuring van de Meester van het Hooggerechtshof van Zuid-Afrika (Kaap de Goede Hoop, Natal, Oranje Vrijstaat of Transvaal Provinciale Afdeling, als het geval mag wezen), als goed en bekwaam om door hem te worden aangesteld als eksekuteuren of voogden, als het geval mag wezen. Bijeenkomsten te Kaapstad, Pietermaritzburg, Bloemfontein en Pretoria zullen gehouden worden voor de Meester, te Kimberley voor de Assistent Meester, te Johannesburg voor de Assistent Magistraat (Civiele Afdeling) en in andere plaatsen voor de Magistraat.

R. J. BARRY, Meester van het Hooggerechtshof, Kaap de Goede Hoop Provinciale Afdeling.
UNWIN S. BARRETT, Meester van het Hooggerechtshof, Transvaal Provinciale Afdeling.
H. G. BOTHA REID, Meester van het Hooggerechtshof, Natal Provinciale Afdeling.
R. N. HARLEY, Meester van het Hooggererhtshof, Oranje Vrijstaat, Provinciale Afdeling.
H. O. DE VILLIERS, Assistent Meester van het Hooggerechtshof, Kimberley.

Registered No. of Estate. *Registratienummer van Boedel.*	Name of the Deceased. *Naam van Overledene.* Surname. *Familienaam.*	Christian Name. *Voornaam.*	Occupation. *Beroep.*	Date and Place of Death. *Datum en Plaats van Overlijden.*	Date and Time of Meeting. *Datum en Tijd van Bijeenkomst.*	Place of Meeting. *Plaats van Bijeenkomst.*	Meeting convened for election of *Bijeenkomst belegd voor verkiezing van.*
CAPE OF GOOD HOPE.—KAAP DE GOEDE HOOP.							
1604	Gray	Edwin George	Farmer	2nd February, 1909, Lourenco Marques	7th August, 1923 10 a.m.	Kingwilliamstown	Executor.
168/118	Bonthuys	Jan	Farmer	30th October, 1918, Uitenhage	20th August, 1923, 10 a.m.	Uitenhage	Executor.
98/768	Van Zyl	Johannes Jacobus	—	7th June, 1892, Grootriet, Namaqualand	12th September, 1923, 10 a.m.	Garies	Executor.
1660	Agenbag (born Lochner)	Maria Dorothea Margaretha	—	22nd April, 1923, Grootriet, Namaqualand			
1706	Buytendag	Henning Petrus Cornelis	—	15th July, 1912, Elliot	17th August, 1923, 10 a.m.	Elliot	Executor.
—	Silverman (born Liman)	Ada	—	18th July, 1923, Capetown	31st July, 1923, 10 a.m.	Capetown	Executor.
1699	Du Plessis (born Hugo)	Catharina Roberts	Farmer	26th June, 1923, Aliwal North	10th August, 1923, 10 a.m.	Aliwal North	Executor.
1012	Theunissen	Mattheus Cornelis	Labourer	27th March, 1923, Capetown	14th August, 1923, 10 a.m.	Capetown	Executor.
160/200	Pietersen (born Damouse)	Sabina Johanna	Housewife	30th January, 1912, Paarl	15th August, 1923, 10 a.m.	Paarl	Executor.
180/932	Uys (born Fourie) and subsequently deceased spouse Uys	Susannah Elizabeth Petrus Johannes	Farmer	23rd November, 1922, Doornboom, Swellendam	13th August, 1923, 10 a.m.	Swellendam	Executor.
61/560	Preston	Samuel	Farmer	20th December, 1875, Exwell, Queenstown	13th August, 1923, 10 a.m.	Cathcart	Executor.
1570	Perrang (born Kotze) and predeceased spouse Perrang	Margaretha Catharina Susanna Frans Gabriel	Housewife	4th June, 1923, Moedverloor, Calvinia	8th August, 1923, 10 a.m.	Calvinia	Executor.
542	Wormald (born Rampf)	Anna Elizabeth	Housewife	4th January, 1921	7th August, 1923, 10 a.m.	Tarkastad	Executor.
1665	Matiwana	Zoudiwe	Agriculturist	Year 1917, Keiskama Hoek	14th August, 1923, 10 a.m.	Keiskama Hoek	Executor.
1467	Heidtmann	Margaret	—	27th May, 1923, Stutterheim	10th August, 1923, 10 a.m.	Stutterheim	Executor.
	Heidtmann	Adam	—	30th March, 1907, Stutterheim			
83	Hall	John	Chemist	30th December, 1922, Fish Hoek	7th August, 1923, 10 a.m.	Capetown	Executor.
179/49	Nobumba	Benjamin	Farmer	1st May, 1922, St. Marks	17th August, 1923, 10 a.m.	Cofimvaba	Executor.
1686	Mountfort	Maria Johanna	—	10th July, 1916, East London	15th August, 1923, 10 a.m.	East London	Executor.
NATAL.							
8478	Yates	Henry Howard	Carpenter	30th June, 1923, Durban	2nd August, 1923, 10 a.m.	Durban	Executor.
7590	Kirk	Elizabeth Ann	—	11th July, 1922, Pinetown	2nd August, 1923, 10 a.m.	Durban	Tutor.
ORANGE FREE STATE.—ORANJE VRIJSTAAT.							
15094	De Villiers	David Stephanus	Farmer	11th December, 1921, Helderfontein, Ficksburg	8th August, 1923, 10 a.m.	Ficksburg	Executor Dative.

ADVERTISEMENTS.

Registered No. of Estate. *Registratienummer van Boedel.*	Name of the Deceased. *Naam van de Overledene.* — Surname. *Familienaam.*	Christian Name. *Voornaam.*	Occupation. *Beroep.*	Date and Place of Death. *Datum en Plaats van Overlijden.*	Date and Time of Meeting. *Datum en Tijd van Bijeenkomst.*	Place of Meeting. *Plaats van Bijeenkomst.*	Meeting convened for election of *Bijeenkomst belegd voor verkiezing van*
TRANSVAAL.							
51749	English	William	—	9th March, 1923, Pretoria	31st July, 1923, 11 a.m.	Johannesburg	Executor.
51787	Becker	Laura Louisa	—	31st March, 1904, Durban	7th August, 1923, 11 a.m.	Johannesburg	Executor.
51821	Caganoff	Samuel	Traveller	18th June, 1923, Springs	7th August, 1923, 11 a.m.	Johannesburg	Executor.
51762	Knipping	Erwin Rudolf Theobald	Meteorologist	22nd November, 1922, Kiel, Germany	31st July, 1923, 11 a.m.	Johannesburg	Executor.
51790	Kobus	John Michael	Labourer (native)	28th December, 1922, Johannesburg	31st July, 1923, 11 a.m.	Johannesburg	Executor.
51808	Herrlich	Emilie	—	5th October, 1914, Hamburg	31st July, 1923, 11 a.m.	Johannesburg	Executor.
51361	De la Porte	Jacobus Petrus	Farmer	2nd April, 1909, Benguela, Angola	8th August, 1923, 10 a.m.	Master's Office, Pretoria	Executor Dative.
51768	Petersen	Emil Carl	Merchant	15th April, 1915, Hamburg, Germany	7th August, 1923, 11 a.m.	Magistrate's Office, Johannesburg	Executor Dative.
51678	Pryce	Francis Louisa	—	18th May, 1923, Norwood, Johannesburg	7th August, 1923, 11 a.m.	Magistrate's Office, Johannesburg	Executor Dative.
51364	Pernis	Christophina Georgina Sigismunda	—	7th June, 1917, Den Haag, Zuid-Holland	8th August, 1923, 10 a.m.	Master's Office, Pretoria	Executor Dative.

NOTICE OF INTENTION TO APPLY FOR REHABILITATION.

Pursuant to Section *one hundred and eight* of the Insolvency Act, 1916.

Notice is hereby given that the insolvents mentioned in the subjoined Schedule will apply for their rehabilitation at the times and places and upon the grounds therein set opposite their respective names.

KENNISGEVINGEN VAN VOORNEMEN OM TE VERZOEKEN OM REHABILITATIE.

Ingevolge Artikel *honderd acht* van de Insolventie Wet, 1916.

Hiermede wordt kennis gegeven dat de insolventen genoemd in de hieronder volgende Bijlage zullen verzoeken om hun rehabilitatie op de tijden en plaatsen en om de redenen daarin opgegeven tegenover hun respektieve namen

FORM NO. 8.—FORMULIER NO. 8. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Full Name and Description of Insolvent. *Volle Naam en Beschrijving van Insolvent.*	Place of Business or Residence. *Plaats van Bezigheid of Woonplaats.*	Date when Estate Sequestrated. *Datum waarop Boedel werd Gesekwestreerd.*	Day, Date, and Hour of Intended Application. *Dag, Datum en Uur van Voorgenomen Applikatie.* — Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*	Division of Court to which Application will be made. *Afdeling van Hof waarbij Applikatie zal worden gemaakt.* — Division. *Afdeling.*	Place. *Plaats.*	Grounds of Application. *Redenen voor Applikatie.*
96/265	Hendrik Frederick Mulder, farmer	Formerly of Bayville, Uitenhage, now of Kandelaars River, Oudtshoorn	14/8/19	Friday	14/9/23	10 a.m.	Cape Provincial	Capetown	Account confirmed 11/8/21. Section 108 (2) of Act No. 32 of 1916.
M/254	Jacob Myers	Dover Estate, Dover, District Heilbron, Orange Free State	4/11/21	Monday	20/8/23	10 a.m.	Orange Free State Provincial	Bloemfontein	Certificate obtained under Section 105 of Act No. 32 of 1921.
S/265	Simon Swerdlow, general dealer (Private Estate)	Ventersburg, Orange Free State	26/4/21	Saturday	15/9/23	10 a.m.	Orange Free State Provincial	Bloemfontein	Account confirmed on the 29/9/22.
X. 1859	Jacob Daniel de Villiers, farmer and boarding-house keeper	Reitz	1/4/22	Saturday	15/9/23	10 a.m.	Orange Free State Provincial	Bloemfontein	First Account confirmed on the 20/1/23.
X. 2055	Charles Hirschman, merchant	Heilbron	1/8/22	Monday	20/8/25	10 a.m.	Orange Free State Provincial	Bloemfontein	Certificate obtained under Section 105 of the Act.
4796	Abe Kessler and Max Kessler, formerly trading in co-partnership in Delmas, as general dealers under the style of Kessler Bros.	Delmas	21/1/15	Tuesday	11/9/23	10 a.m.	Transvaal Provincial	Pretoria	Account confirmed on the 15/10/15.
C/6826	Maria Catharina Amdur, born Germishuizen, general dealer and tailor	Mare Street, Pietersburg, Transvaal	10/5/21	Thursday	13/9/23	10 a.m.	Transvaal Provincial	Pretoria	Account confirmed on the 21/2/22.
X. 2378	Insolvent Estate of Lambertus Daniel Oosthuizen farmer, of Saltpeterpan, District Bloemfontein	First and Final Liquidation and Distribution			30/7/23		Bloemfontein	Brandfort	Period 14 days.
7488	Hassim Dada, Cassim Hassim, Hajee Amod Hassim formerly trading at Standerton as Hassim Dada & Co.	Standerton	19/1/22	Thursday or so soon Counsel	13/9/23 hereafter can be	10 a.m or as heard	Transvaal Provincial	Pretoria	Account confirmed 23/1/23.
4131	Jack Shamosewitz	Johannesburg	30/10/13	Thursday	13/9/23	10 a.m.	Witwatersrand Local	Johannesburg	Account confirmed 21/1/15.
94/390	Petrus Johannes Theron, a farmer	Appelfontein, District of Sutherland	27/4/20	Tuesday	25/9/23	10·30 a.m.	Cape Provincial	Capetown	Terms Section 108 (2) of Act No. 32 of 1916.

ADVERTISEMENTS.

MASTERS' NOTICES.

Pursuant to Section *sixteen*, Sub-section (3), of the Insolvency Act, 1916.

Notice is hereby given that the Estates mentioned in the subjoined Schedule have been placed under sequestration provisionally by Order of the Supreme Court as therein set forth.

R. J. BARRY, Master of the Supreme Court, Cape of Good Hope Provincial Division.
UNWIN S. BARRETT, Master of the Supreme Court, Transvaal Provincial Division.
H. G. BOTHA REID, Master of the Supreme Court, Natal Provincial Division.
R. N. HARLEY, Master of the Supreme Court, Orange Free State Provincial Division.
H. O. DE VILLIERS, Assistant Master of the Supreme Court, Kimberley.

KENNISGEVINGEN VAN DE MEESTER.

Ingevolge artikel *zestien*, subsektie (3), van de Insolventie Wet, 1916.

Hiermede wordt kennis gegeven, dat de in die hieronder volgende Bijlage vermelde Boedels provisioneel zijn gesekwestreerd bij Order van het Hooggerechtshof zoals daarin uiteengezet.

R. J. BARRY, Meester van het Hooggerechtshof, Kaap de Goede Hoop Provinciale Afdeling.
UNWIN S. BARRETT, Meester van het Hooggerechtshof, Transvaal Provinciale Afdeling.
H. G. BOTHA REID, Meester van het Hooggerechtshof, Natal Provinciale Afdeling.
R. N. HARLEY, Meester van het Hooggerechtshof, Oranje Vrijstaat Provinciale Afdeling.
H. O. DE VILLIERS, Assistent Meester van het Hooggerechtshof, Kimberley.

FORM No. 1.—FORMULIER No. 1. SCHEDULE.—BIJLAGE.

No. of Estate. / *No. van Boedel.*	Name and Description of Estate. / *Naam en Beschrijving van Boedel.*	Date upon which and Division of Court by which Order made. / *Datum waarop en Afdeling van Hof waardoor Order gemaakt.*		Upon the Application of. / *Op de Applikatie van.*
		Date of Order. / *Datum van Order.*	Division of Court. / *Afdeling van Hof.*	
473	Voskule Bros.: Johann Gerhard Voskule and Julius Albertus Voskule, trading as the Warrington Stores, of Hermanus, Cape Province, and known as	16/7/23	Cape of Good Hope Provincial Division	Daniel Mills & Sons, Ltd., and William Spilhaus & Co., Ltd.
476	Morgan, Guy Harold, a clerk, of 85 St. George's Street, Capetown	14/7/23	" "	Sydney Carlisle Fichat.
477	Heydenreich, Robert Henry, of Main Road, Simonstown	18/7/23	" "	Simon Cristol.
487	Smith, Mrs. Ellen Charlotte, a public trader, carrying on business as a boarding-house keeper at Holly Lodge, 50 Kloof Road, and 5 Gladstone Street, Capetown	19/7/23	" "	Techiel Louis Nanendale.
488	Garder, Ebrahim, a general dealer, of Somerset Strand, Cape Province	19/7/23	" "	Eaton Robins, Ltd.
491	Boyle, Mary Jane (born Foulds, formerly Carroll), a widow, carrying on business as a butcher in Fort Beaufort	16/7/23	Eastern Districts Local Division	Stanley James Dold.
K.I. 29/23	Ellen Strathearn Barnard, licensed victualler, of Kimberley	18/7/23	Griqualand West Local	The South African Breweries, Ltd., and E. K. Green & Morrison.
897	Jorissen & Jones, of Dargle Road, Natal, contractors	19/7/23	Natal Provincial Division	The Ingersoll Rand Company (South Africa), Ltd.
898	J. A. Patel, of 187 Grey Street and 105 Victoria Street, Durban, storekeeper	20/7/23	" "	Leonard Montagu Harris.
C/9258	Beukes, Hermanus Richard, farmer, Wesselsfort, District Lichtenburg	19/7/23	Transvaal Provincial Division	Johannes Philippus de Klerk.
C/9259	Amod, Cajee, general dealer, Market Street, Heidelberg	19/7/23	" "	I. C. Ashabhai & Co.
C/9263	Levin, S. H., chemist, 95 Derby Road, Bertrams, Johannesburg	19/7/23	Witwatersrand Local Division	Young & Co.
C/9266	Johnson, Leong, general dealer, Vrededorp, Johannesburg	21/7/23	" "	Said Ahmed.
C/9255	Gault, George, miner, 129 Wooten Avenue, Benoni	17/7/23	" "	George Angus.
C/9256	Willergro, Benjamin, 2 Gordon Road, Bertrams, Johannesburg	17/7/23	" "	African Guarantee and Indemnity Co., Ltd.
C/9257	Ismail & Laher (Ebrahim Ismail and Ismail Salejee Laher), trading as Ebrahim Ismail & Co., general dealers, 58A Main Reef Road, Denver, Johannesburg	17/7/23	" "	Garlick & Holdcroft.
C/9260	Uys & Wolfaard: Johannes Marthinus Jurgens Uys and Christoffel Johannes Wolfaard, general dealers, Stand No. 372, Gladstone Avenue, Brakpan, trading as	19/7/23	" "	Willem Pieter Annandale.
C/9261	Uys, Johannes Marthinus Jurgens, partner in Uys & Wolfaard, of Brakpan	19/7/23	" "	Willem Pieter Annandale.
C/9262	Wolfaard, Christoffel Johannes, partner in Uys & Wolfaard, of Brakpan	19/7/23	" "	Willem Pieter Annandale.
C/9249	Patel, Chagan Rama, also known as M. K. Patel, general dealer, 194 Anderson Street, Johannesburg	17/7/23	" "	J. Nunnerley & Co., Ltd.
C/9250	Lorgeet, Salejee Hassan, hawker, 11 Beit Street, Doornfontein, Johannesburg	17/7/23	" "	Henry Thomas.
C/9251	Luzzi, Luigi, plate and glass beveller, 42 Grahamstown Street, City and Suburban Township, Johannesburg	17/7/23	" "	Mabel Lambertina Barry.
C/9252	Rubin, Stanley, trading as Jeppe Toilet Requisite Co., 292A Main Street, Johannesburg	17/7/23	" "	Central News Agency, Ltd., and others.
C/9253	Stirk, Arthur Leslie, clerk, of Standard Bank of S.A., Ltd., Eloff Street, Johannesburg	17/7/23	" "	Eric Greenwood Stirk.
C/9254	Shapiro, Nicholas, general dealer, 13 Saunders Street, Yeoville, Johannesburg	17/7/23	" "	George Rubin.
X/2474	Abraham Jan Christiaan Joubert, a farmer, residing at Groenteplein, District Bloemfontein	18/7/23	Orange Free State	Gordon Henry Smit, as the duly authorized agent of Julius William Lorenzo Ortlepp.
X/2473	Harry Zolla Abrahams, storekeeper, of Station Street, Kroonstad	19/7/23	" "	Linder Bros.

ADVERTISEMENTS.

MASTERS' NOTICES.

Pursuant to Section *sixteen*, Sub-section (3), and Section *thirty-nine*, Sub-section (1), of the Insolvency Act, 1916.

The Estates mentioned in the subjoined Schedule having been placed under sequestration by Order of the Supreme Court as therein set forth, notice is hereby given that a first meeting of creditors will be held in the said Estates on the dates and at the times and places mentioned in the Schedule for the proof of claims and for the election of a trustee. Meetings in a town in which is the office of a Master will be held before the Master; elsewhere they will be held before the Magistrate.

R. J. BARRY, Master of the Supreme Court, Cape of Good Hope Provincial Division.
UNWIN S. BARRETT, Master of the Supreme Court, Transvaal Provincial Division.
H. G. BOTHA REID, Master of the Supreme Court, Natal Provincial Division.
R. N. HARLEY, Master of the Supreme Court, Orange Free State Provincial Division.
H. O. DE VILLIERS, Assistant Master of the Supreme Court, Kimberley.

KENNISGEVINGEN VAN DE MEESTER.

Ingevolge artikel *zestien*, subsektie (3), en artikel *negen-en dertig*, subsektie (1), van de Insolventie Wet, 1916.

Nademaal de Boedels vermeld in de hieronder volgende Bijlage zijn gesekwestreerd bij Order van het Hooggerechtshof, gelijk daarin uiteengezet, wordt hiermede kennis gegeven dat een eerste bijeenkomst van schuldeisers in de gezegde Boedels zal worden gehouden op de datums en de tijden en plaatsen vermeld in de Bijlage voor de bewijzen van vorderingen en het verkiezen van een Kurator. In een stad waarin het kantoor van een Meester is zullen de bijeenkomsten voor de Meester worden gehouden. In andere plaatsen zullen zij voor de Magistraat worden gehouden.

R. J. BARRY, Meester van het Hooggerechtshof, Kaap de Goede Hoop Provinciale Afdeling.
UNWIN S. BARRETT, Meester van het Hooggerechtshof, Transvaal Provinciale Afdeling.
H. G. BOTHA REID, Meester van het Hooggerechtshof, Natal Provinciale Afdeling.
R. N. HARLEY, Meester van het Hooggerechtshof, Oranje Vrijstaat Provinciale Afdeling.
H. O. DE VILLIERS, Assistent Meester van het Hooggerechtshof, Kimberley.

FORM NO. 2.—FORMULIER NO. 2. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Date upon which and Division of Court by which Order made. *Datum waarop en Afdeling van Hof waardoor Order gemaakt.*		Day, Date, and Hour of Meeting. *Dag, Datum en Uur van Bijeenkomst.*			Place of Meeting. *Plaats van Bijeenkomst.*
		Date of Order. *Datum van Order.*	Division of Court. *Afdeling van Hof.*	Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*	
474	Van der Walt, Barend Johannes, of Groenvlei, District of Colesberg	12/7/23	Eastern Districts Local Division	Tuesday	14/8/23	10 a.m.	Colesberg.
475	Dutton, David, a general dealer, of Fort Beaufort	12/7/23	" "	Monday	13/8/23	10 a.m.	Fort Beaufort.
449	Kanes (Joint Estate): The late John Kanes, in his lifetime carrying on business as a farmer and sawyer, of Cwencwe Valley, in District Kingwilliamstown, and his surviving spouse, Maria Johanna Kanes (born Basson), to whom he was married in community of property	12/7/23	" "	Tuesday	14/8/23	10 a.m.	Kingwilliamstown.
478	Van Wyk, Abraham Johannes, a farmer, of Nels Werven, District Calvinia	18/7/23	Cape of Good Hope Provincial Division	Wednesday	15/8/23	10 a.m.	Calvinia.
479	Louw, Johannes Rudolf, an insurance agent, of Middelburg, Cape Province	18/7/23	" "	Tuesday	14/8/23	10 a.m.	Middelburg, Cape Province.
480	Snyman, Esias Petrus Philippus, a farmer, of Thyskraal, in Division of Ladismith	18/7/23	" "	Friday	10/8/23	10 a.m.	Ladismith.
481	Du Plessis, Jan Abraham, a general dealer, of 69 Durban Street, Worcester, Cape Province	18/7/23	" "	Tuesday	14/8/23	10 a.m.	Worcester.
482	Mulder, Gustaf Carel, retired sheep inspector, of Church Street, Beaufort West	18/7/23	" "	Friday	10/8/23	10 a.m.	Beaufort West.
483	Erasmus, Johannes Christoffel, a farmer, of Springs, District Peddie	18/7/23	" "	Wednesday	15/8/23	10 a.m.	Peddie.
484	Goedhals, Hendrik Frederick, a farmer, of Misgund, Longklof, District of Uniondale	18/7/23	" "	Monday	13/8/23	10 a.m.	Uniondale.
485	Le Roux, Johannes Gysbert, a farmer, of Huurkop, in Division of Prieska	18/7/23	" "	Tuesday	14/8/23	10 a.m.	Prieska.
486	Collins, George Andrew, a boarding-house keeper, Ellesmere, Main Road, Sea Point	18/7/23	" "	Friday	10/8/23	10 a.m.	Capetown.
490	Hennig, Jacobus Johannes, a farmer, of Kakamas, District Kenhardt	13/6/23	" "	Wednesday	15/8/23	10 a.m.	Upington.
K.I. 30/23	Titus Bennett, digger	20/7/23	Griqualand West Local Division	Wednesday	15/8/23	10 a.m.	Barkly West.
886	R. S. Maharaj, of Mersey Halt, New Hanover Division, Natal, storekeeper	17/7/23	Natal Provincial Division	Thursday	9/8/23	10 a.m.	New Hanover.
889	Cooposamy Sobiah Naiker, of 16 Bentley Street, Durban, clerk	17/7/23	" "	Thursday	9/8/23	10 a.m.	Durban.
894	Eric Walter Heine, of Winterton, Natal, farmer	17/7/23	" "	Thursday	9/8/23	10 a.m.	Estcourt.
895	Thomas Kelly, of Greytown, Natal, contractor	17/7/23	" "	Thursday	9/8/23	10 a.m.	Greytown.
896	Pieter Jacobus de Waal, of Uitzicht, near Winterton, Natal, farmer	17/7/23	" "	Thursday	9/8/23	10 a.m.	Estcourt.
899	Thomas Morris, of Durban, Natal, insurance agent	20/7/23	Durban and Coast Circuit Local Division	Thursday	9/8/23	10 a.m.	Durban.
C/9121	Reinstorf, Heinrich Christian Wilhelm, farmer, Sulphursprings, Piet Retief	19/7/23	Transvaal Provincial Division	Friday	10/8/23	10 a.m.	Piet Retief.
C/9217	Nortje, H. A. A., farmer, Verweg, Potgietersrust	19/7/23	" "	Friday	10/8/23	10 a.m.	Potgietersrust.
C/9228	Lange, de, A., farmer's assistant, Randklipfontein, Benoni	17/7/23	Witwatersrand Local Division	Wednesday	8/8/23	10 a.m.	Benoni.
C/9229	Castle, A., miner, of Van Ryn Deep Gold Mine, Benoni	17/7/23	" "	Wednesday	8/8/23	10 a.m.	Benoni.
C/9230	McLaren, Duncan Charles, care of Durban Roodepoort Mine, Roodepoort	17/7/23	" "	Friday	10/8/23	10 a.m.	Roodepoort.
C/9231	Feinberg David, chemist and druggist, 82A Op de Bergen Street, Fairview, Johannesburg	17/7/23	" "	Tuesday	7/8/23	11 a.m.	Johannesburg
C/9232	Lewis, Joseph, taxi-driver, 246 Stanton Street, Kenilworth, Johannesburg	17/7/23	" "	Tuesday	7/8/23	11 a.m.	Johannesburg.
C/9264	Rensburg, van, Marthinus Janse, farmer, Biesjesvallei, District Lichtenburg	19/7/23	Transvaal Provincial Division	Friday	10/8/23	10 a.m.	Lichtenburg.
C/9265	Lange, de, Barend Jacobus, farmer, Hartebeestspruit, District Pretoria	19/7/23	" "	Friday	10/8/23	10 a.m.	Pretoria.
C/8755	Tatham, Ralph Heathcote, 37–38 Stock Exchange, Johannesburg	17/7/23	Witwatersrand Local Division	Tuesday	7/8/23	11 a.m.	Johannesburg.
C/9200	Forsyth, Leslie Murdock, X-Ray expert, Caerglow Nursing Home, Benoni	17/7/23	" "	Wednesday	8/8/23	10 a.m.	Benoni.
C/9206	Shimwell, Arthur, trading as Shimwell & Co., cycle agent, Goodman's Buildings, Second Street, Springs	17/7/23	" "	Friday	10/8/23	10 a.m.	Springs.
C/9213	Glasser, Harry, furniture dealer, corner Fox and Joubert Streets, Johannesburg	17/7/23	" "	Tuesday	7/8/23	11 a.m.	Johannesburg.

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NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to Section *ninety-nine*, Sub-section (2), of the Insolvency Act, 1916.

The liquidation accounts and plans of distribution or/and contribution in the Assigned or Sequestrated Estates mentioned in the subjoined Schedule having been confirmed on the dates therein mentioned, notice is hereby given that a dividend is in course of payment or/and a contribution in course of collection in the said Estates as in the Schedule is set forth, and that every creditor liable to contribute is required to pay the trustee or assignee the amount for which he is liable at the address mentioned in the Schedule.

KENNISGEVINGEN VAN KURATORS EN BOEDELREDDERS.

Ingevolge artikel *negen en negentig*, subsektie (2), van de Insolventie Wet, 1916.

Nademaal de likwidatie-rekeningen en plannen van distribute of/en kontributie in de afgestane of gesekwestreerde boedels vermeld in de hieronder volgende bijlage zijn bekrachtigd op de daarin genoemde datums, wordt hiermede kennis gegeven, dat een dividend zal worden uitgekeerd of/en een kontributie zal worden ingezameld in de gezegde boedels, zoals uiteengezet in de bijlage, en dat iedere kontributieplichtige schuldeiser aan de kurator of boedelredder bij het in de bijlage genoemde adres het door hem verschuldigde bedrag moet betalen.

FORM No. 7.—FORMULIER No. 7. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Date when Account Confirmed. *Datum waarop Rekening werd Bekrachtigd.*	Whether a Dividend is being paid, or a Contribution being collected, or both. *Of een Dividend wordt uitgekeerd of een Kontributie wordt ingevorderd, of beide.*	Name of Trustee or Assignee. *Naam van Kurator of Boedelredder.*	Full Address of Trustee or Assignee. *Volledig Adres van Kurator of Boedelredder.*
C/8539	Insolvent Estate Petrus Johannes Scheepers, farmer, of Fonteinplaats, District Pietersburg	16/7/23	Dividend being paid	J. L. Gillett	P.O. Box 217, Pietersburg.
C/6767	McComb, Joseph, provision merchant, Market House, Johannesburg	18/7/23	Second and Final Dividend being paid	W. T. Hall	19–21 Glencairn Buildings, Johannesburg.
C/8548	Mahomed Ismail, general dealer, corner High and Great Britain Streets, Turffontein, Johannesburg	18/7/23	Preferent Dividend only being paid under First Account	John Cameron	20 21 Sacke's Buildings, Joubert Street, Johannesburg.
C/8694	Assigned Estate of Abraham A. Osrin, butcher, of Vereeniging	16/7/23	First Dividend being paid	B. H. Reed	P.O. Box 150, Vereeniging.
C/8533	Insolvent Estate Hassa Amodjee	5/7/23	Dividend being paid	M. J. H. Keet	C/o C. K. Darry, P.O. Box 3, Wakkerstroom.
C/8046	Nathan Sachawitzky and Max Sachawitzky, general dealers, carrying on business at Main Road, Fordsburg, and at the Comet, Boksburg North	16/7/23	First Dividend being paid	W. D. McFarlane	C/o Merchants' Trust, Ltd., Box 2037, Johannesburg.
C/6266	Insolvent Estate of Essop Hassim Laher	18/7/23	Dividend being paid	Thomas Sterling	57–58 National Mutual Buildings, Rissik Street, Johannesburg.
C/8588	Alfred Holmes, caretaker, Recreation Club	18/7/23	First and Final Dividend will be paid	L. Frankel	P.O. Box 368, Benoni, 1 and 2 Benoni Arcade.
94/605	Hyman Touyz, of Rietgat, District Jansenville	13/7/23	Dividend being paid	Audley Gordon Mills Ralph Harvey	P.O. Box 85, Uitenhage. C/o Adolph Mosenthal & Co., Port Elizabeth.
C/8035	Kalman Fein, bootmaker and general dealer, 72B Harrison Street, Johannesburg	18/7/23	Second and Final Dividend being paid	John Cameron	20–21 Sacke's Buildings, Joubert Street, Johannesburg.
94/556	Insolvent Estate David Johannes van der Ryst, a farmer, of Hoekplaats, Willowmore	15/3/23	Contribution being collected	David J. du Plessis	P.O. Box 8, Willowmore, Cape Province.
X/2224	Insolvent Estate Wouter Johannes Steyn, farmer, of Rietfontein, Frankfort	13/7/23	Dividend is being paid and contribution is being collected	E. L. Rademeyer	P.O. Box 15, Frankfort.
X/2134	Insolvent Estate Myer Kresser, storekeeper, at Tweeling, Frankfort	13/7/23	Dividend is being paid and Contribution is being collected	E. L. Rademeyer	P.O. Box 15, Frankfort.
96/465	Insolvent Estate Elias Albertus Briers, a farmer, of Weltevreden, Bellville	30/11/22 and 26/4/23	Dividend paid	H. W. Baumgarten	P.O. Box 86, Capetown.
96/671	Assigned Estate Abraham Isaac Myburgh, general dealer, of Plumstead, C.P.	17/5/23	Dividend paid	H. W. Baumgarten	P.O. Box 86, Capetown.
97/213	Insolvent Estate Kathleen Ottilia Rowe, of 4 Liddle Street, Capetown	25/5/23	Dividend paid	H. W. Baumgarten	P.O. Box 86, Capetown.
X/2270	Insolvent Estate Wijnand Johannes Naude, of Marquard, District Senekal	13/7/23	Dividend is being paid	A. J. Coetzee	Reddersburg, O.F.S.
16	Jacobus Johannes Philander, a general dealer, of 30 Durban Road, Mowbray, Cape	19/7/23	Contribution being collected	Alex. Thal	92 Adderley Street, Capetown.
C/8135	H. Hicks, trading as Newtown Beer Hall, Newtown, Johannesburg	19/7/23	Neither	Benzion Sundel Hersch	C/o Hersch & Halaban, 6–8 Asher's Bldgs., Box 7286, Johannesburg.
X/2151	Andries Hercules du Preez Wessels, of Wesselskop, District Winburg	20/7/23	Dividend being paid	A. M. Baumann	P.O. Box 35, Winburg, O.F.S.
X/2303	Insolvent Estate James Scott Forrest and Kathleen Gardiner Forrest (born Allison), trading as K. Forrest, general dealer, Shannon Valley, District Bloemfontein	13/7/23	First Dividend of 2s. 6d. in the £1 being paid	Myer Pencharz, c/o Simenhoff & Pencharz	Hills Bldgs., 73 Maitland Street, Bloemfontein.
X/2205	Insolvent Estate Max Zabow, general dealer, Bloemfontein	13/7/23	Dividend paid to preferent Creditors only	Myer Pencharz, c/o Simenhoff & Pencharz	Hills Bldgs., 73 Maitland Street, Bloemfontein.
P/179	Insolvent Estate Paul Petrus Johannes Prinsloo, general dealer, of Warden, O.F.S.	13/7/23	Contribution being collected	F. Stewart King	P.O. Box 3, Warden, Orange Free State.
405	Insolvent Estate of Keikashraw Harmasjee Marker, of Little Niagara, Klip River District, storekeeper	25/6/23	First and Final Dividend being paid	Mahomed Ebrahim Seedat	C/o Fred Pearse, Solicitor, P.O. Box 80, Ladysmith, Natal, Solicitor to Trustee.
M/233	Insolvent Estate Frans Engelbertus Ments, a farmer, of Vrede	6/7/23	Dividend is being paid and Contribution is being collected	P. J. Pretorius and G. van Rhyn	P.O. Box 83, Vrede, Greytown, Natal.
C/8648	Albert E. Wardle, trading as the Native Supply Stores, Randfontein	19/7/23	Dividend being paid	S. L. Harris and W. D. MacFarlane	City House, Second Floor, Harrison Street, Johannesburg.
C/8090	Insolvent Estate of Andries Hendrik Johannes Potgieter, a farmer, of Grootspruit, District Pietersburg	5/7/23	Dividend being paid	S. H. du Plessis	P.O. Box 191, Pietersburg.
C/8633	Pieter George Jordaan, a European labourer, employed by the South African Railways, of 176 High Road, Germiston	18/7/23	Contribution being collected	Bertie Charles Sims	22 Goodman's Buildings, Commissioner Street, Johannesburg.
C/8827	Barend Christian Greyling, a police constable, of 49 President Street, Germiston	18/7/23	Contribution being collected	Bertie Charles Sims	22 Goodman's Buildings, Commissioner Street, Johannesburg.
C/8795	Lowrens Arnoldus Toerien, a shunter, employed by the South African Railways, of 65 Willow Road, Germiston	19/7/23	Contribution being collected	Bertie Charles Sims	22 Goodman's Buildings, Commissioner Street, Johannesburg.
C/8727	Walter Wait, a shunter, employed by the South African Railways, of 15 Hatton Street, Germiston	10/7/23	Contribution being collected	Bertie Charles Sims	22 Goodman's Buildings, Commissioner Street, Johannesburg.

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No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Date when Account Confirmed. *Datum waarop Rekening werd Bekrachtigd.*	Whether a Dividend is being paid, or a Contribution being collected, or both. *Of een Dividend wordt uitgekeerd of een kontributie wordt ingevorderd, of beide.*	Name of Trustee or Assignee. *Naam van Kurator of Boedelredder.*	Full Address of Trustee or Assignee. *Volledig Adres van Kurator of Boedelredder.*
C/8728	John Henry Gillespie Schoeman, an engine-cleaner, employed by the South African Railways, of 21A Johns Street, Germiston	19/7/23	Contribution being collected	Bertie Charles Sims	22 Goodman's Buildings, Commissioner Street, Johannesburg.
C/7487	Bessie Camaroff, general dealer, Benoni	18/7/23	Contribution being collected	M. Toker	Central House, Market Avenue, P.O. Box 247, Benoni.
C/8842	Simon Friedlander, general dealer, Pritchard Street, Johannesburg	18/7/23	Dividend paid	L. M. Herman	49, 50, and 51 Sacke's Buildings, P.O. Box 3639, Johannesburg.
C/8807	Harvey Gorshel, general dealer, Benoni	18/7/23	Dividend paid	L. M. Herman	49, 50, and 51 Sacke's Buildings, P.O. Box 3639, Johannesburg.
C/7939	James Andrew Wagner, motor mechanic, Witbank	10/7/23	Contribution being collected	Julius First	P.O. Box 1598, 19–24 Asher's Buildings, corner of Fox and Joubert Streets, Johannesburg.
C/8096	Aleck Dada, merchant, Johannesburg	11/7/23	Dividend being paid	Julius First	P.O. Box 1598, 19–24 Asher's Buildings, corner of Fox and Joubert Streets, Johannesburg.
C/8286	Buda Lala, hawker, Elandsvlei, District Krugersdorp	6/7/23	Contribution being collected	Julius First	P.O. Box 1598, 19–24 Asher's Buildings, corner of Fox and Joubert Streets, Johannesburg.
C/8219	A. Casoojee & Co., general dealers, Grootvlei, District Bethal	9/7/23	Dividend being paid to preferent Creditor only	Julius First	P.O. Box 1598, 19–24 Asher's Buildings, Fox and Joubert Streets, Johannesburg.
C/7883	Mahomed Omar Adam, fruit merchant, Johannesburg	18/7/23	Contribution being collected	Julius First	P.O. Box 1598, 19–24 Asher's Buildings, Fox and Joubert Streets, Johannesburg.
C/8785	Petrus Johannes Venter, a farmer, of Rooipoort No. 571, District Potchefstroom	18/7/23	Dividend being paid	H. C. Dreyer	P.O. Box 80, Ventersdorp.
C/7877	Cornelis Andries Weber, a farmer, of Rooipoort No. 571, District Potchefstroom	19/7/23	Contribution being collected	H. C. Dreyer	P.O. Box 80, Ventersdorp.
96/672	Insolvent Estate of Nicolaas Johannes Jansen Badenhorst, a farmer, of Middelplaats, District Hopetown	12/7/23	Dividend paid and Contribution levied	J. D. Krige	P.O. Box 2, Hopetown.
X/2170	Jacobus Albertus van Zyl, farmer and transport-driver, Kestell	20/7/23	Dividend being paid	Dr. A. B. Theron	P.O. Kestell.
94/711	Johannes Hermanus Cloete and Gert Cloete, farming in partnership at Biesjespoort, District Fraserburg	12/7/23	Dividend being paid	J. E. Louw	P.O. Box 11, Fraserburg.
95/240	Johannes Hermanus Cloete, a farmer, of Biesjespoort, District Fraserburg	12/7/23	Dividend being paid	J. E. Louw	P.O. Box 11, Fraserburg.
95/239	Gert Cloete, a farmer, of Biesjespoort, District Fraserburg	12/7/23	Dividend being paid	J. E. Louw	P.O. Box 11, Fraserburg.
X/2094	Insolvent Estate Joseph Daniel Jordaan, a farmer, of Brakspruit, Winburg	20/7/23	Final Dividend being paid	P. H. van Tonder	P.O. Box 22, Theunissen.
X/2092	Insolvent Estate Sarel Francois Jordaan, a farmer, of Mooivlei, Winburg	20/7/23	Final Dividend being paid	P. H. van Tonder	P.O. Box 22, Theunissen.
96/314	First and Final Liquidation and Distribution Account in the Insolvent Estate of Edward Joseph Ziemann	12/7/23	Dividend being paid	Joseph Poole	East London Board of Executors and Trust Company, Limited, P.O. Box 254, East London.

NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to Section *ninety-four* of the Insolvency Act, 1916.

Notice is hereby given that fourteen days after the date hereof it is the intention of the Trustees or Assignees of the Sequestrated or Assigned Estates mentioned in the subjoined Schedule to apply to the Master for an extension of time, as specified in the Schedule, within which to lodge a liquidation account and plan of distribution or/and contribution.

KENNISGEVINGEN VAN KURATORS OF BOEDELREDDERS.

Ingevolge Artikel *vier en negentig* van de Insolventie Wet, 1916.

Kennis wordt hiermede gegeven, dat de Kurators of Boedelredders van de gesekwestreerde of afgestane Boedels, vermeld in de hieronder volgende Bijlage, voornemens zijn veertien dagen na datum hiervan de Meester te verzoeken om een verlenging van de tijd genoemd in de Bijlage voor de indiening van een likwidatie-rekening en plan van distributie of/en kontributie.

FORM No. 5—FORMULIER No. 5. SCHEDULE—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Name of Trustee or Assignee. *Naam van Kurator of Boedelredder.*	Date of Trustee or Assignee's Appointment. *Datum van Kurators of Boedelredders Aanstelling.*	Date when Account Due. *Datum waarop Rekening moet worden ingediend.*	Period of Extension required. *Tijdperk van Verlenging Benodigd.*	To whom Application will be made. *Bij wie Applikatie zal worden Gemaakt.*
C/7606	Insolvent Estate the late Joseph Carlis, of Potchefstroom and Ermelo	David Jackson and William Meredith	12/5/22	12/5/23	6 months	Master, Pretoria.
C/6857	Adam Ebrahim, Adam Mahomed, and Essop Abramjee trading as Adam Cassim and Co., general dealers at Ventersdop and Potchefstroom	John Cameron, 20/21 Sacke's Buildings, Box 1351, Johannesburg	22/7/21	10/4/23	6 months from 10/8/23	Master, Pretoria.

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NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to Section *ninety-six*, sub-section (2), of the Insolvency Act, 1916.

Notice is hereby given that the liquidation accounts and plans of distribution or/and contribution in the Estates mentioned in the subjoined Schedule will lie open at the offices therein mentioned for a period of fourteen days, or such longer period as is therein stated, from the date mentioned in the Schedule or from the date of publication hereof, whichever may be later, for inspection by creditors.

KENNISGEVING VAN KURATORS EN BOEDELREDDERS.

Ingevolge Artikel *zes en negentig*, subsektie (2) van de Insolventie Wet, 1916.

Kennis wordt hiermede gegeven, dat de likwidatie-rekeningen en plannen van distributie of/en kontributie in de Boedels genoemd in de hierobder volgende Bijlage ter inzage zullen liggen voor inspektie door skuldeisers in de kantoren daarin genoemd, gedurende een tijdvak van veertien dagen of zoveel langer als daarin vermeld van af de datum vermeld in de Bijlage of van af de datum van publikatie hiervan naar gelang welke van de twee later is.

FORM No. 6.—FORMULIER No. 6. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Description of Account. *Beschrijving van Rekening.*	Offices at which Account will lie open. *Kantoren waar Rekening ter Inzage zal liggen.* Master. *Meester.*	Magistrate. *Magistraat.*	Date from which Account will lie open. *Datum van af wanneer Rekening ter Inzage zal liggen.* From. *Van.*	Period, if more than 14 days, for which Account will lie open. *Tijdvak indien meer dan 14 dagen gedurende hetwelk Rekening ter Inzage zal liggen.*
C/6109	Insolvent Estate Strachan, Oswell & Jepson, Inc., New York	Second and Final Liquidation	Pretoria	Johannesburg	27/7/23	14 days.
C/6543	Assigned Estate of the late George Wild, general dealer, of Kareepan	Second and Final Liquidation and Distribution	Pretoria	Wolmaransstad	27/7/23	—
C/8363	Insolvent Estate Tayob Osman, general dealer, of Haenertsburg, Northern Transvaal	First and Final Liquidation and Contribution	Pretoria	Pietersburg	28/7/23	14 days.
96/658	Insolvent Estate Perrington Loxton, a farmer, of Harrison, Queenstown District	First Liquidation and Contribution	Capetown	Queenstown	31/7/23	14 days.
96/725	Henry James Champion	First and Final Liquidation and Contribution	Capetown	Caledon	30/7/23	—
96/42	Wesley William Morris Curle	First and Final Liquidation and Distribution	Capetown	Caledon	30/7/23	—
740	Hyam Joseph Fienberg, trading as Fienberg & Co., West Street, Durban, house furnishers	First and Final Liquidation and Distribution	Pietermaritzburg	Durban	27/7/23	14 days.
R. 2/204	Meyer Lewis, of Matzap, Hay	First and Final Liquidation and Distribution in terms of composition	Kimberley	Griquatown, Hay	1/8/23	14 days.
C/8585	Insolvent Estate of Gert Petrus Stassen, a digger, of Christiana	First and Final Liquidation and Distribution	Pretoria	Christiana	28/7/23	14 days.
C/8014	Nathan Saudler, general dealer, Lucerne, District Zeerust	Second Liquidation and Distribution	Pretoria	Zeerust	27/7/23	—
X/2052	Insolvent Estate Robert Morton and Estate late Walter Gabriel Home, farmers, of Adelaide, District Thaba 'Ncho, trading as R Morton	Second and Final Distribution	Bloemfontein	Thaba 'Ncho	29/7/23	—
779	Insolvent Estate of Lee Rennie Chapson and Samuel Chapson, carrying on business as Chapson & Co., of Durban, Natal, grocers and provision merchants	First and Final Trading, First Liquidation, and First Plan of Distribution	Pietermaritzburg	Durban	27/7/23	14 days.
C/8860	Reginald James Young, general dealer, Krugersdorp	First Liquidation and Distribution	Pretoria	Krugersdorp	27/7/23	—
C/8607	Adam Suliman, trading as Abdulla Sulliman & Co., general dealer, Pietersburg	First and Final Liquidation and Distribution	Pretoria	Pietersburg	27/7/23	—
96/51	Pieter Frederick Greyling. farmer, of Marshill, in the Divison of Wodehouse	First and Final Liquidation and Distribution	Capetown	Dordrecht	30/7/23	14 days.
344	Jurgens, Jacobus Frederick Olivier, a schoolmaster, of Rochester Road School, Capetown	First and Final Liquidation and Distribution	Capetown	—	27/7/23	14 days.
R/260	Ethel Maud Walker (born Reed), married in England to Alfred Cornelius Walker, the marriage being governed by the laws of England, a boarding-house keeper, Aliwal North	First and Final Liquidation and Distribution	Capetown	Aliwal North	30/7/23	14 days.
X/2253	Petrus Christoffel Lourens, farmer, of Verdruk, District Frankfort	First and Final Liquidation, Distribution, and Contribution	Bloemfontein	Frankfort	30/7/23	—
X/2037	Jacobus Johannes Rothman, retired farmer, of Villiers, District Frankfort	First and Final Liquidation and Plan of Contribution	Bloemfontein	Frankfort	28/7/23	14 days.
X/2312	Jacob Mandelstam, retired bottle-store keeper, of Fauresmith, Orange Free State (now deceased)	First and Final Liquidation and Distribution	Bloemfontein	Fauresmith	28/7/23	14 days.
X/2389	Insolvent Estate of Rebecca Loewenthal (born Blomson) married out of community of property to Joseph Loewenthal, trading at Senekal, under the style or firm of Loewenthal's Cheap Store	First and Final Liquidation and Distribution	Bloemfontein	Senekal	30/7/23	14 days.
C/8753	Insolvent Estate Joseph Burgin	First and Final Liquidation and Contribution	Pretoria	Johannesburg	27/7/23	—
X/2298	Petrus Jacobus Kotze, garage proprietor, of Reitz	First and Final Liquidation and Plan of Distribution	Bloemfontein	Reitz	28/7/23	14 days.
177	Albertus Barend Gildenhuys, a farmer, of Februarieskraal, in the Division of Piquetberg	First and Final Liquidation and Distribution	Capetown	Piquetberg	30/7/23	14 days.
178	Hendrik Albertus Gildenhuys, a farmer, of Februarieskraal, in the Division of Piquetberg	First and Final Liquidation and Contribution	Capetown	Piquetberg	30/7/23	14 days.
97/212	Insolvent Estate Margaret Cunningham, trading publicly at Mowbray, Cape, as Mrs. M. Johnson in a dairy business	First and Final Liquidation and Distribution	Capetown	—	1/8/23	14 days.
180	Insolvent Estate James William Clark, a clerk, of High Level Road, Fish Hoek, Cape	First and Final Liquidation and Distribution	Capetown	Simonstown	1/8/23	14 days.
97/141	Insolvent Estate Burgert Christian Krynauw, of Worcester	First and Final Liquidation and Distribution	Capetown	Worcester	30/7/23	14 days.
94/521	Insolvent Estate of Erroll Francis Henry Perks, a farmer, of Rockwood, District of Queenstown	Fifth Liquidation and Plan of Distribution	Capetown	Queenstown	31/7/23	14 days.

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No. of Estate. / *No. van Boedel.*	Name and Description of Estate. / *Naam en Beschrijving van Boedel.*	Description of Account. / *Beschrijving van Rekening.*	Offices at which Account will lie open. / *Kantoren waar Rekening ter Inzake zal liggen.*		Date from which Account will lie open. / *Datum van af wanneer Rekening ter Inzage zal liggen.*	Period, if more than 14 days, for which Account will lie open. / *Tijdvak indien meer dan 14 dagen gedurende hetwelk Rekening ter Inzake zal liggen.*
			Master. / *Meester.*	Magistrate. / *Magistraat.*	From. / *Van.*	
C/8711	Israel Shoot, butcher, of Newlands, Johannesburg	First and Final Liquidation and Distribution	Pretoria	Johannesburg	28/7/23	14 days.
C/8961	George Washington, insurance agent, of Johannesburg	First and Final Liquidation and Contribution	Pretoria	Johannesburg	28/7/23	14 days.
C/8481	Robert Orr Wilson, manufacturers' agent, Johannesburg	First and Final Liquidation and Contribution	Pretoria	Johannesburg	28/7/23	14 days.
C/8506	Pincus Rosenkrantz, hairdresser, Main Reef Road, Denver	Liquidation and Contribution	Pretoria	Johannesburg	27/7/23	14 days.
C/8620	Hayman Lestz, general dealer, 2A Sauer Street, Johannesburg	First and Final Liquidation and Distribution	Pretoria	Johannesburg	27/7/23	—
C/8942	Insolvent Estate of Ismail Moosa, general dealer, Piet Retief District	First and Final Liquidation and Distribution	Pretoria	Piet Retief	27/7/23	14 days.
C/8497	Mrs. M. H. Kettle, trading as Maid of De Koop Store, District Barberton	First and Final	Pretoria	Barberton	27/7/23	14 days.
X/2098	Zwartzberg, Ben, general dealer, Lindley Road	First Liquidation and Distribution	Bloemfontein	Lindley	28/7/23	14 days.
C/7854	Pieter Johannes Badenhorst, general dealer, Germiston	First Liquidation and Distribution	Pretoria	Germiston	27/7/23	14 days.
C/8922	Insolvent Estate of Hendrik Saunders, of Brakpan	First and Final Liquidation and Distribution	Pretoria	Brakpan	27/7/23	14 days.
220	Sarah Susan Elizabeth Butt (born Bester), widow, of Cradock	First and Final	Capetown	Cradock	31/7/23	—
C/6863	Barney Kirschner, shoemaker, 3 Esselen Street, Pretoria	Fourth and Final Liquidation	Pretoria	—	27/7/23	14 days.
C/7702	Insolvente Boedel van Barend Christiaan Lotter, een boer, van Pietzijn Drift, Distrikt Wakkerstroom	Eerste en Finale	Pretoria	Wakkerstroom	27/7/23	14 dagen.
X/2278	Dewald Johannes Maree, farmer, of Kliprand, District Vrede	First and Final Liquidation, Distribution, and Contribution	Bloemfontein	Frankfort	30/7/23	14 days.
C/7608	Abba Varind, general dealer, Middelburg	First and Final Liquidation and Distribution	Pretoria	Middelburg	27/7/23	14 days.
C/8401	Osman Hajee Cassim, general dealer, Lydenburg	First and Final Liquidation and Distribution	Pretoria	Lydenburg	27/7/23	14 days.
C/8306	Osman Hastim, general dealer, Pan Kop	First and Final Liquidation and Distribution	Pretoria	—	27/7/23	14 days.
X/1953	Edwin Douglas Alcock, farmer, of Maidstone, District Harrismith	First and Final Liquidation	Bloemfontein	Harrismith	28/7/23	14 days.
714	Arthur Harold Christian, of 23 London Chambers, Durban, general agent, and also carrying on business as The Pathescope Natal Agency	First and Final Liquidation and Distribution	Pietermaritzburg	Durban	30/7/23	14 days.
C/9074	Solomon Finemel, general dealer, of Johannesburg	First and Final Liquidation, Distribution, and Contribution	Pretoria	Johannesburg	27/7/23	—
753	Robert Brunton Meneaud, retired civil servant, of Durban	First and Final Liquidation	Pietermaritzburg	Durban	27/7/23	14 days.
756	Johannes Jacobus de Lange, bricklayer, of Vryheid	First and Final Liquidation	Pietermaritzburg	Durban	27/7/23	14 days.
96/152	Insolvent Estate of Herbert Francis Rich, a factory manager, of Worcester	First Liquidation and Distribution	Capetown	Worcester	1/8/23	14 days.
96/220	Insolvent Estate of Henry George Jones, a café proprietor, of Worcester	First and Final Liquidation and Distribution	Capetown	Worcester	1/8/23	14 days.
96/704	Insolvent Estate of Reginald Edgar Booth, trading under the style or firm of R. E. Booth & Company, general dealer, of Worcester	First and Final Liquidation and Distribution	Capetown	Worcester	1/8/23	14 days.
92/700	Arthur Isaacson, a general dealer, of Goodwood, Cape	Third Liquidation and Distribution	Capetown	—	30/7/23	14 days.
C/7582	Suliman Essack Mehtar, storekeeper, Rooikrans, District Rustenburg	First and Final Liquidation and Distribution	Pretoria	Rustenburg	28/7/23	—
C/8482	Lucio Serratta, Johannesburg	First and Final Liquidation and Contribution	Pretoria	Johannesburg	28/7/23	—
C/8552	Sheik Mahomed, general dealer, Stand No. 202, New Location, Boksburg	First and Final Liquidation and Distribution	Pretoria	Boksburg	28/7/23	—
C/8318	Willem Hendrik Swart, a farmer, of Roodepan No. 269, District Potchefstroom	Supplementary Liquidation	Pretoria	Ventersdorp	3/8/23	14 days.
C/8556	Insolvent Estate Amod Kader Bakhas	First and Final Liquidation and Distribution	Pretoria	Volksrust	27/7/23	14 days.
X/1903	Jacobus Hermanus Pretorius, farmer, of Mokesdam, District Bloemfontein	First and Final Liquidation and Distribution	Bloemfontein	—	28/7/23	14 days.
X/2329	Insolvent Estate of Fanny Meyers, of Jacobsdal	First and Final	Bloemfontein	Jacob-dal	30/7/23	14 days.
670	James Geils, of Sea View, contractor	First and Final Liquidation and Distribution	Pietermaritzburg	Durban	27/7/23	14 days.
624	S. M. Ballim, of Stanger, storekeeper	First and Final Administration and Distribution	Pietermaritzburg	Stanger	27/7/23	14 days.
773	A. D. Moola, of Durban, storekeeper	First and Final Liquidation and Distribution	Pietermaritzburg	Durban	27/7/23	14 days.
249	Assigned Estate of Thomas Asher Tooth and Victor Henry Tooth, trading as Tooth & Tooth, merchants, Excelsior	Third and Final Liquidation and Distribution	Bloemfontein	Winburg	30/7/23	14 days.
95/84	Insolvent Estate of Charles Peter Meyer, a farmer, of Camdeboo, District Aberdeen	First and Final Liquidation and Distribution	Capetown	Aberdeen	6/7/23	14 days.

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NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to Sections *forty* and *forty-one* of the Insolvency Act, 1916.

Notice is hereby given that a meeting of creditors will be held in the Sequestrated or Assigned Estates mentioned in the subjoined Schedule on the dates, at the times and places, and for the purposes therein set forth.

Meetings in a town in which is the office of a Master or Assistant Master will be held before the Master; elsewhere they will be held before the Magistrate.

KENNISGEVINGEN VAN KURATORS EN BOEDELREDDERS.

Ingevolge Artikels *veertig* en *een en veertig* van de Insolventie Wet, 1916.

Hiermede wordt kennis gegeven, dat een bijeenkomst van schuldeisers zal worden gehouden in de gesekwestreerde of afgestane Boedels vermeld in de hieronder volgende Bijlage op de datums, tijden en plaatsen en voor de doeleinden daarin vermeld.

In steden waar het kantoor van een Meester of een Assistent Meester is zullen de bijeenkomsten voor de Meester worden gehouden en in andere plaatsen voor de Magistraat.

FORM No. 4.—FORMULIER No. 4. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel is Gesekwestreerd of Afgestaan.*	Day, Date, and Hour of Meeting. *Dag, Datum en Uur van Bijeenkomst.*			Place of Meeting. *Plaats van Bijeenkomst.*	Purpose of Meeting. *Doel van Bijeenkomst.*
			Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*		
C/8948	David Herculas Bezuidenhout, post contractor, of Piet Retief	Sequestrated	Tuesday	31/7/23	10 a.m.	Piet Retief	Filing further claims.
X/2304	Charles Joffe and Solomon Karp Joffe, trading as Joffe Bros., general dealers, of Aberfeldy, District Harrismith	Sequestrated	Friday	10/8/23	10 a.m.	Harrismith	Further proof of claims.
X/2264	Insolvent Estate Maurice Modlin general dealer, Vaalbank, District Thaba 'Ncho, Orange Free State	Sequestrated	Wednesday	8/8/23	10 a.m.	Bloemfontein	Proof of claims.
635	Ismail Suliman Karodia, storekeeper, Dundee	Sequestrated	Thursday	9/8/23	10 a.m.	Durban	Proof of debts.
C/9003	H. F. L. Bloomfield, trading as Bloomfield Brothers, contractors, Johannesburg	Assigned	Tuesday	14/8/23	11 a.m.	Johannesburg	Filing claims.
95/547	Henry Robert du Preez, auctioneer and law agent, of Bredasdorp	Sequestrated	Monday	6/8/23	10 a.m.	Bredasdorp	To confirm certain sale entered into between the Insolvent and one J. F. H. Behrens, in respect of certain erf, being Lot No. 4 of Battswood Estate, Wynberg, prior to insolvency.
379	J. M. Conradie, agriculturist	Sequestrated	Wednesday	15/8/23	10 a.m.	Robertson	Special meeting for proof of debt.
X/2083	Insolvent Estate Johannes Jansen Viljoen, farmer, of Drievley, District Kroonstad	Sequestrated	Friday	10/8/23	10 a.m.	Kroonstad	To authorize the Trustee to accept an offer of compromise from the Village Management Board of Viljoenskroon whereby they are to pay the sum of £400 in cash in full settlement of all disputes and/or liabilities to the Estate, or such other directions as creditors may see fit to give hereon.
96/741	Insolvent Estate of William Henry Williams, carrying on business under the style or firm of Acker's Stores, at Sea Point, Cape	Sequestrated	Friday	10/8/23	10 a.m.	Capetown	Proofs of debt.
97/159	Morris Kesler, insolvent	Sequestrated	Wednesday	15/8/23	10 a.m.	Paarl	Special for proof of debt.
214	Norwell Bussio & Co., also trading as Rowland Hill & Co., 17 Waterkant Street, Capetown	Assigned	Friday	10/8/23	10 a.m.	Capetown	Further proof of claims.
96/443	Johannes Petrus Nicolaas Meissenheimer, a farmer, of Redelinghuis, Division of Piquetberg	Sequestrated	Wednesday	15/8/23	10 a.m.	Piquetberg	For election of a Trustee in place of Ernest John Schultz, of Piquetberg, deceased.
R.F. 96/635	Hector McLean McLeod and William Roderick McKenzie McLeod, trading as McLeod & Co., builders and contractors, of 17 Long Street, Capetown	Sequestrated	Friday	10/8/23	10 a.m.	Capetown	Proof of debt.
996/668	Isaac William Noar and Harry Noar, trading as Noar & Co. at 36A Shortmarket Street, Capetown	Sequestrated	Friday	10/8/23	10 a.m.	Capetown	Proof of debt.
X/2047	Benedictus Behrman, general dealer, of Ficksburg	Sequestrated	Monday	13/8/23	11 a.m.	Ficksburg	* See footnote.
—	Philip Behr, of Observatory	Assigned	Friday	10/8/23	10 a.m.	Capetown	1. For proof of claims. 2. To accept an offer from the Assignor of £85 for the assets, etc.
C/7981	† Annie Hannah Rosenberg (born Rabinowitz), butcher, Springs	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	† See footnote.
97/160	Sarah Isabelle Campe (born Cerff), married out of community of property to Ludewig Gustav Adolf Campe, housewife, of the farm Eureka, Stikland, District Belleville, Cape Division	Sequestrated	Friday	10/8/23	10 a.m.	Capetown	Proof of debt.

* To consider the following offer of compromise: – (*a*) That all preferent claims be paid in full as well as full administration costs up to the final confirmation of the account distributing the amount of the compromise; (*b*) the payment in cash to the concurrent creditors on the amount of their proved claims at the rate of 7s. 6d. in the £1; (*c*) upon the compromise being accepted, Insolvent to be reinstated with all the assets in his Estate, including books of account.

† To confirm the following resolutions:—1. That your Trustee's action in allowing Messrs. Genn & Judelow to withdraw their claim and cancel their bond against the above Estate be confirmed on condition that the said Genn & Judelow pay all the costs of the commission and the issue of summons. 2. That the Trustee now draw his Liquidation Account and so close the Estate.

ADVERTISEMENTS.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel is Gesekwestreerd of Afgestaan.*	Day, Date, and Hour of Meeting. *Dag, Datum en Uur van Bijeenkomst.* Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*	Place of Meeting. *Plaats van Bijeenkomst.*	Purpose of Meeting. *Doel van Bijeenkomst.*
C/8590	Insolvent Estate John Andrew	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	(*a*) Further proof of debt. (*b*) To consider an offer of composition made by the Insolvent to pay all Creditors, including preferent Creditors, if any, 1s. in the pound, plus all costs of sequestration and administration, and the return of all assets to the Insolvent.
C/6857	Adam Ebrahim, Adam Mahomed, Essop Abramjee, trading as Adam Cassim & Co., general dealers, Ventersdorp	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	For the purpose of receiving and considering a report by the Trustee on his actions and administration of the Estate to date and to instruct him thereon.
X/2257	Insolvent Estate Harris Etberg, farmer, of Fredadale, District Frankfort	Sequestrated	Wednesday	8/8/23	11 a.m.	Frankfort	For proof of further claims, and, if Insolvent has not by then furnished satisfactory security for his composition of 4s. in the £1, to give the Trustee instructions regarding the sale of the assets.
C/8812	Peter Alexander, trading as Rendezvous Tearoom, of Benoni	Assigned	Wednesday	8/8/23	10 a.m.	Benoni	Further proofs of debts.
C/8376	Benjamin Grolman and David Hirschowitz, merchants, trading as Grolman, Hirschowitz & Co., Market Street, Johannesburg	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	Proof of debt.
C/9079	Bhyat & Co., E. M.: M. I. Bhyat and E. I. Bhyat, storekeepers, Rustenburg, trading as	Sequestrated	Friday	10/8/23	10 a.m.	Rustenburg	* See footnote.
C/8876	John Flink, general dealer, Randfontein	Sequestrated	Tuesday	14/8/23	11 a.m.	Johannesburg	Proof of debt.
C/8702	Solomon Mangelsdorf, general dealer, Coligny	Sequestrated	Tuesday	14/8/23	11 a.m.	Johannesburg	Proof of debt.
C/8769	Isaac Golombick, general dealer, Johannesburg	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	For proof of claims.
805	Insolvent Estate of Charles Spencer Jameson, trading as Jameson & Co., of South Coast Junction, Natal, manufacturer	Sequestrated	Thursday	9/8/23	10 a.m.	Durban	Proof of debts.
C/8964	Israel Morris Goldstein, general dealer, of 90 Knox Street, Germiston	Sequestrated	Friday	10/8/23	10 a.m.	Germiston	To pass the following resolution :—That the Trustee be instructed to dispose of the stock-in-trade and other assets in the Estate by public auction
C/9100	Nechame Josselowitz, a public trader, of 48 Beit Street, Doornfontein, Johannesburg	Assigned	Thursday	9/8/23	11 a.m.	Johannesburg	Proof of claims.
C/8012	Insolvent Estate of Willem Jacobus Stoltz, a farmer, of Cyferbult, District Wolmaransstad	Sequestrated	Thursday	9/8/23	2 p.m.	Wolmaransstad	To instruct the Trustee with reference to certain dispositions of cattle and sheep made by the Insolvent to Pieterses shortly before surrender.
R/2/374	Insolvent Estate of Egidion William Sevoria Mitrovich	Sequestrated	Wednesday	8/8/23	10 a.m.	Vryburg	Proof of debts.
C/7900	Isaac Victor Katz, general dealer, Kaffir eating-house keeper, and butcher, Stand No. 59, farm Turffontein No. 21, Ferreira Deep Gold Mining Co., Johannesburg	Sequestrated	Thursday	9/8/23	11 a.m.	Johannesburg	† See footnote.

* To decide on an offer of composition of 7s. in the £1 net, plus all costs of administration, including premium and stamps on bond, and expenses incurred by Trustee. All preferent claims to be paid in full. Payments to be made as to £200 or more in cash, and balance in 12 promissory notes due monthly from date of acceptance, and secured by Ismail Bhyat & Co., Dundee, and A. M. Suring, of Normandeen. All assets as at date of acceptance except cash to be returned to the Insolvents.

† To prove further claims and to pass the following resolution :—That the Joint Trustees be and are hereby authorized to institute the necessary litigation to recover the "Hochman Bond" forming an asset in this Estate, and to compel Messrs. Sarkin & Friedman to file their claim according to the requirements of the Act, and to authorize the Estate to realize such bond; that the Trustees' action in taking counsel's opinion and making application to the Court be and is hereby ratified and confirmed; that the costs of this litigation be a charge against the Estate, and that the Trustees be and are hereby authorized to recover all expenses arising out of any action taken against Messrs. Sarkin & Friedman, including all costs incurred by the Trustees prior to this meeting; that the deliberations and decisions of the various informal meetings of Creditors held in the offices of the Merchants' Trust, Ltd., be hereby recognized and given statutory confirmation, particularly in respect to the appointment of Committee of Creditors to negotiate with the Joint Trustees in important matters appertaining to the interests of the Creditors and the administration of the Estate; that the special Committee of Creditors appointed at the informal meeting of Creditors be and are hereby recognized as having special executive power on behalf of the main body of Creditors, and their actions to date be and are hereby confirmed; that the Trustees be and are hereby authorized, in consultation with Messrs. J. Holdcroft, M. Franks, and E. O. Hosking, or their alternates, to settle any claim they may have against Messrs. Sarkin & Friedman at such amount or in such manner as they may deem fit; that upon the bond aforementioned falling into the Estate and being subject to being realized or dealt with by the Trustees, that they be and are hereby authorized, in consultation with Messrs. J. Holdcroft, M. Franks, and E. O. Hosking, or their alternates, to sell such bond to "Hochman" or any other party for any price in their discretion, or to agree with "Hochman" to reduce the liability under the bond, and to accept in satisfaction thereof such amount as they may deem reasonable.

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NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to section *sixty-four*, sub-section (3), section *seventy*, and section *thirty-nine*, sub-section (2), of the Insolvency Act, 1916.

Notice is hereby given that the persons mentioned in the subjoined Schedule have been appointed Trustees or Assignees, as the case may be, of the Estates therein mentioned as having been sequestrated or assigned; that their addresses are as therein set forth; and that the persons indebted to the Estates are required to pay their debts at the said addresses within the periods mentioned in the Schedule.

Further, that a meeting of creditors (being the second meeting in such of the said Estates as are under sequestration) will be held in the said Estates on the dates and at the times and places mentioned in the Schedule, for the proof of claims against the Estate, for the purpose of receiving the Trustee's or Assignee's report as to the affairs and condition of the Estate, and of giving the Trustee or Assignee directions concerning the sale or recovery of any part of the Estate, or concerning any matter relating to the administration thereof.

Meetings in a town in which is the Office of a Master will be held before the Master; elsewhere they will be held before the Magistrate.

KENNISGEVINGEN VAN KURATORS EN BOEDELREDDERS.

Ingevolge artikel *vier en zestig*, subsektie (3), artikel *zeventig* en artikel *negen en dertig*, subsektie (2), van de Insolventie Wet, 1916.

Kennis wordt hiermede gegeven dat de personen genoemd in de hieronder volgende Bijlage zijn benoemd als Kurators of Boedelredders, naar het geval mocht zijn, van de Boedels daarin vermeld als gesekwestreerd of afgestaan; dat hun adressen zijn als daarin opgegeven; en dat de personen die aan de boedels geld schulden hun schulden moeten betalen bij de opgegeven adressen binnen de termijnen vermeld in de Bijlage.

Verder dat een bijeenkomst van schuldeisers (zijnde de tweede bijeenkomst in die van de boedels welke gesekwestreerd zijn) zal worden gehouden in de gezegde boedels op de datums en op de tijden en plaatsen vermeld in de Bijlage, voor het bewijzen van aanspraken tegen de boedel, voor het ontvangen van het verslag van de Kurator of van de Boedelredder omtrent de aangelegenheden en de staat van de boedel, alsmede voor het geven van instrukties aan de Kurator of Boedelredder betreffende de verkoop of opvordering van aan de boedel behorende stukken of betreffende aangelegenheden in verband met het beheer daarvan:

In een stad waarin een Kantoor van een Meester is zullen de bijeenkomsten voor de Meester worden gehouden en in andere plaatsen voor de Magistraat.

FORM NO. 3.—FORMULIER NO. 3. SCHEDULE.—BIJLAGE.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel is afgestaan of gesekwestreerd.*	Name of Trustee or Assignee. *Naam van Kurator of Boedelredder.*	Full Address of Trustee or Assignee. *Volledig Adres van Kurator of Boedelredder.*	Day, Date, and Hour of Meeting. *Dag, Datum en Uur van Bijeenkomst.*			Place of Meeting. *Plaats van Bijeenkomst.*	Time within which debts payable. *Tijd binnen welke schuld moet worden betaald.*
					Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*		
C/8941	Johannes Denyssen, farmer, Boskop, Potchefstroom District	Sequestrated	Albert van Ginkel, for Trustee, B. van Ginkel	Fleischack Building, Potchefstroom	Friday	10/8/23	10 a.m	Potchefstroom	—
C/8940	Georgina Denyssen (born Du Preez), married without community of property to Johannes Denyssen, farmer, Boskop, Potchefstroom District	Sequestrated	Albert van Ginkel, for co-Trustees, B. van Ginkel and J. B. Venter	Fleischack Building, Potchefstroom	Friday	10/8/23	10 a.m.	Potchefstroom	—
858/23	Joseph Thomas Rawlins	Sequestrated	James Walter Godfrey	104 Gladstone Street, Dundee	Monday	20/8/23	10 a.m.	Dundee	21 days.
—	Myer Stern, general dealer, Dordrecht	Sequestrated	T. A. George and A. B. Lawton	East London Board of Executors and Trust Co., Ltd., Queenstown	Friday	10/8/23	10 a.m.	Dordrecht	Immediately.
376	Oswald Arthur Thomas Willmers, a tobacconist and hairdresser, of Kingwilliamstown	Sequestrated	W. G. Clement	3 Maclean Street, Kingwilliamstown	Tuesday	7/8/23	10 a.m.	Kingwilliamstown	30 days.
381	Alexander Jacobus Strydom, farmer, of Celickloof, Albert Division	Sequestrated	Henry Percival Farren Gillett	P.O. Box 26, Aliwal North	Thursday	2/8/23	10 a.m	Aliwal North	14 days.
C/9084	Insolvent Estate of Mariam Rasool Khan, trading as M. Bailem, general dealer, of Oppaslaagte, District Lichtenburg	Sequestrated	Johannes Petrus Conradie and Henry Coetzee	P.O. Box 28, Lichtenburg P.O. Box 6, Coligny	Friday	10/8/23	10 a.m.	Lichtenburg	14 days.
C/9106	Josef Daniel Swanepoel	Sequestrated	F. B. Gillett	P.O. Box 47, Ventersdorp	Friday	10/8/23	10 a.m.	Ventersdorp	14 days.
372	Ismail Ebrahim, storekeeper, Pietermaritzburg	Assigned	S. G. Denby	18 Printing Office Street, Pietermaritzburg	Friday	10/8/23	10 a.m.	Pietermaritzburg	14 days.
341	Pieter Daniel Fick, a bookkeeper, of Somerset West	Sequestrated	Henry Allan Fagan	Main Street, Somerset West	Wednesday	8/8/23	10 a.m.	Somerset West	10 days.
392	Herbert Janvrin Vincent, a commercial teacher, of Atkinson's Buildings, Waterkant Street, Capetown	Sequestrated	Henri Bossheau du Toit	Third Floor, Board of Executors Buildings, Wale Street, Capetown	Friday	10/8/23	10 a.m.	Capetown	14 days.
57	Robert Walker Hauman, a medical practitioner, presently residing at 65 Upper Mill Street, Capetown	Sequestrated	Henri Bossheau du Toit	Third Floor, Board of Executors Buildings, Wale Street, Capetown	Friday	10/8/23	10 a.m.	Capetown	14 days.
C/9072	F. W. Edwards, engine-driver, Van Ryn Deep	Sequestrated	F. R. Howard	5 Benoni Arcade, Benoni	Wednesday	15/8/23	10 a.m.	Benoni	14 days.
355	John Beattie and Benjamin Berwald, trading as The Bee Bee Bazaar at 437 Albert Road, Salt River, Cape	Sequestrated	Alex. Thal	92 Adderley Street, Capetown	Friday	10/8/23	10 a.m.	Capetown	14 days.
C/9118	Ismail Ebrahim Bahmjee, Hassin Ebrahim Bahmjee, and Sulman Hassin Bahmjee, carrying on business under the style or firm of I. H. Suliman & Co., of Nylstroom	Sequestrated	Geo. W. Hall	P.O. Box 35, Nylstroom	Wednesday	15/8/23	10 a.m	Nylstroom	14 days.
C/9062	Jan Hendrik van der Merwe, boer, van Oudehoutkloof, Distrikt Wakkerstroom	Gesekwestreerd	H. Sausenthaler	Posbus 2, Wakkerstroom	Vrijdag	24/8/23	10 v.m.	Wakkerstroom	3 weken.
856	Allan Webster Stuart, of Witteklip, Newcastle Division, farmer	Sequestrated	J. J. van Schalkwyk	Scott Street, Newcastle	Thursday	16/8/23	10 a.m.	Newcastle	14 days from publication.
C/8661	Abraham Epstein, general dealer, Geduld Township, Springs	Sequestrated	I. Teron	C/o Teron & Co., 82–84 Exploration Buildings, Commissioner Street, Johannesburg	Friday	10/8/23	10 a.m.	Springs	14 days.

ADVERTISEMENTS.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beschrijving van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel is afgestaan of gesekwestreerd.*	Name of Trustee or Assignee. *Naam van Kurator of Boedelredder.*	Full Address of Trustee or Assignee. *Volledig Adres van Kurator of Boedelredder.*	Day, Date, and Hour of Meeting. *Dag, Datum en Uur van Bijeenkomst.* Day. *Dag.*	Date. *Datum.*	Hour. *Uur.*	Place of Meeting. *Plaats van Bijeenkomst.*	Time within which debts payable. *Tijd binnen welke schulde moet worden betaald.*
X/2440	Jan Hendrik Karel Muller, farmer, of Rietvlei, in the District of Ladybrand	Sequestrated	Henry Wichura	Box 44, Ladybrand	Tuesday	14/8/23	10 a.m.	Ladybrand	21 days.
C/9079	E. M. Bhyat & Co.: M. I. Bhyat and E. I. Bhyat, storekeepers, Rustenburg, trading as	Sequestrated	W. T. Hall	19–21 Glencairn Buildings, Johannesburg	Friday	10/8/23	10 a.m.	Rustenburg	7 days.
C/9068	Joseph Swidler	Assigned	I. Solomon	16 Marlborough House, Eloff Street, Johannesburg	Thursday	16/8/23	11 a.m.	Johannesburg	—
C/9149	Jacobus Lodewicus Coetzee, farmer, formerly Geyerspan, District Rustenburg, now Lichtenburg	Sequestrated	David Francois Naudé	P.O. Box 86, Lichtenburg	Friday	17/8/23	10 a.m.	Lichtenburg	14 days.
C/9150	Johannes Jacobus Boshoff Coetzee, farmer, formerly Geyerspan, District Rustenburg, now Lichtenburg	Sequestrated	David Francois Naudé	P.O. Box 86, Lichtenburg	Friday	17/8/23	10 a.m.	Lichtenburg	14 days.
X/2435	Thomas Graham Smith, bottle-store proprietor, of Springfontein	Sequestrated	Adolf Harris	Springfontein, Orange Free State	Friday	17/8/23	11 a.m.	Springfontein	14 days.
K.I. 25/23	Edward Thomas Knight, a digger	Sequestrated	A. W. Wearn	C/o Griqualand West Board of Executors, Trust and Agency Co., Ltd., Kimberley	Wednesday	15/8/23	10 a.m.	Kimberley	30/8/23.
C/9157	Louis Jacobus van der Merwe, farmer, of Welgevonden, Sub-District Schweizer Reneke	Sequestrated	R. W. van Zijl	Box 6, Schweizer Reneke	Tuesday	7/8/23	10 a.m.	Schweizer Reneke	14 days.
C/9158	Lukas Willem van der Merwe, farmer, of Welgevonden, Sub-District Schweizer Reneke	Sequestrated	R. W. van Zijl	Box 6, Schweizer Reneke	Tuesday	7/8/23	10 a.m.	Schweizer Reneke	14 days.
X/2424	Michael Antonie Hendrik Miller, farmer, of Bluitzicht, District Frankfort	Sequestrated	Thos. M. Rautenbach	Petrus Steyn	Thursday	9/8/23	10 a.m.	Petrus Steyn	14 days.
852	Jooma Ebrahim, of Tongaat, storekeeper	Sequestrated	B. E. Swinbourn, R.P.A.	37, 38, and 39 Anglo-African House, Durban	Thursday	9/8/23	10 a.m.	Durban	14 days.

NOTICE TO CREDITORS.

ESTATES OF DECEASED PERSONS: SECTION *FORTY-SIX*, ACT No. 24 OF 1913.

All persons having claims against the Deceased or his Estate in the Estates specified in the annexed Schedule are called upon to lodge their claims with the Executors concerned within the stated periods calculated from the date of publication hereof.

KENNISGEVING AAN KREDITEUREN.

BOEDELS VAN OVERLEDENE PERSONEN: ARTIKEL *ZES EN VEERTIG*, WET No. 24 VAN 1913.

Alle personen die vorderingen hebben tegen de Overledene of zijn Boedel in de Boedels vermeld in bijgaande Bijlage worden verzocht hun vorderingen in te leveren bij de betrokkene Eksekuteuren binnen de tijdperken zoals vermeld, gerekend van af datum van publikatie hiervan.

SCHEDULE—*BIJLAGE.*

CAPE.

Estate No. *Boedel No.*	Estate late. *Boedel van Wijlen.*	Within a period of *Binnen een tijdperk van*	Name and Address of Executor or authorized Agent. *Naam en Adres van Eksekuteur of gemachtigde Agent.*	What Province *Welke Provincie*
1627	Maria Catharina Momsen (born Relihan).....	30 days.....	Herold & Gie, 10 Wale Street, Capetown, Attorneys for Executor	Cape.
1515/23	Horatio Findlay, of Mervyn, Kenilworth, Capetown....	30 days.....	Findlay & Tait, Attorneys for Executor Dative, 6 Wale Street, Capetown	Cape.
1252/1923	Penelope Dora Kinnear (born Pritchard).....	30 days.....	C. S. Fanner, Pritchard's Buildings, Beaufort West....	Cape.
1593	Carel Christian Montfort, of Woodstock, Cape.....	3 weeks.....	J. N. E. Vercueil, (H.'s son) Secretary, Malmesbury Board of Executors, for Self and Co-Executor Testamentary	Cape.
1497	Helen Edwards, of Wynberg.....	21 days.....	H. B. Edwards, E. D. Edwards, Executor Testamentary, 84 Shortmarket Street, Capetown	Cape.
880	Jane Margaret Philip (born Hughes).....	30 days.....	The Standard Bank of South Africa, Ltd., Burghersdorp.	Cape.
1638	Elizabeth Catharina de Bruin (geboren Pretorius), 4 Cottage, Steynsburg	30 dagen....	A. C. Kruger, Postbus 19, Steynsburg.....	Kaap.
1360	Elizabeth Hinwood (born Loveless), of Somerset East...	3 weeks.....	Scott & Stegmann, Attorneys for Executor Testamentary, P.O. Box 11, Somerset East	Cape.
1074	Maria Margaretha Greeff, of Graaff-Reinet.....	21 days.....	Roelof Andries Jansen, Secretary, Graaff-Reinet Board of Executors, Ltd., Graaff-Reinet	Cape.
181/51/ 3362/22	Annie Goodrick (born Thorne), widow, of 6 Kotze Street, Capetown	30 days.....	Dempers & Van Ryneveld, Attorneys for Executrix Dative, Capetown	Cape.
1460	Magdalena Christina Saayman (born Rheeder), of Calitzdorp	30 days.....	J. J. Nel, Calitzdorp.....	Cape.
1617	Thomas Henry Harrison, of Kingwilliamstown.....	21 days.....	Hutton & Cook, Kingwilliamstown, Attorneys for Executrix Testamentary	Cape.
9/280	Johannes Petrus Christian Mulder en nagelate eggenote Jacoba Margaritha Mulder (gebore Van der Merwe), van Pandam, Distrik Vryburg	21 dae.....	P. J. du Plessis, Posbus 23, Vryburg, Prokureur vir Eksekutriese Testamentêr	Kaap.
1443	William Brener.....	30 days.....	Alexander Page, Manager, Standard Bank of South Africa, Ltd., Queenstown Branch, Executor Testamentary	Cape.
524	Peter Francis Lawlor.....	30 days.....	Meaker & Holmes, Attorneys for Executor Testamentary, Elliotdale	Cape.
180/649/ 2923/22	Fatima Omar (formerly Annie Libenberg, or Leenberg)..	6 weeks.....	Celliers & Home, Solicitors, Worcester.....	Cape.

ADVERTISEMENTS.

Estate No. / *Boedel No.*	Estate late. / *Boedel avn Wijlen.*	Within a Period of / *Binnen een tijdperk van*	Name and Address of Executor or authorized Agent. / *Naam en Adres van Eksekuteur of gemachtigde Agent.*	What Province. / *Welke Provincie.*
973	Antoinetta Helena Petronella Newmark (born Fijks).	30 days.....	Barnard Newmark, Caledon, for Self and Co-Executors..	Cape.
1152	Cecilia Wilhelmina Sophia van Heerden (born Vorster)..	3 weeks.....	Minnaar & De Kock, Attorneys for Executor, P.O. Box 19, Middelburg	Cape.
1390/1923	Vera Estelle de Kock.....	3 weeks.....	Celliers & Home, 42 Church Street, Worcester.....	Cape.
1149	Henry (or Harry) Buck, of Calvinia.....	14 days.....	D. J. Stofberg, Agent for Executors, Stigling Street, Calvinia	Cape.
1647	Thomas Meadows Carpenter, of The Strand.....	4 weeks.....	W. E. E. Dümmer, Attorney for Executor Testamentary, 83 Main Street, Somerset West	Cape.
—	Christian Hermanus Liebetrau, of Somerset West.....	30 days.....	Fagan & Jaffe, Agents for Executor Testamentary, Main Street, Somerset West	Cape.
180/837	Henry George Share.....	30 days.....	Fuller, De Klerk & Osler, Attorneys for Executrix, 3 Bureau Street, Capetown	Cape.
1705	James Matthew Horn (trading as James M. Horn & Co.), of 45 Strand Street, Capetown	3 weeks.....	A. E. A. Williamson, Secretary, Colonial Orphan Chamber and Trust Company, 4 Church Square, Capetown, Executor Testamentary	Cape.
1275	Isabella Leeuwendaal (born Smith) and surviving spouse, George Augustus Leeuwendaal	30 days from 30/7/23	Dichmont & Dichmont, Attorneys for Executrix Dative, Mansion House Chambers, 9 Adderley Street, Capetown	Cape.
180/941/3245/22	Eliza Kilfoil.....	21 days.....	Andrew F. C. Turpin, c/o Dower & Turpin, Bedford, Cape..	Cape.
1487	Johanna Catherina Greyling (born Bezuidenhout) and surviving spouse, Jan Christoffel Jonathan Greyling, of farm Cannon, in the District of Stutterheim	21 days.....	De Beer & De Beer, Agents for Executors Testamentary, P.O. Box 5, Stutterheim	Cape.
1199	Susanna Elizabeth Muller (born Muller) and surviving spouse, Petrus Hendrick Muller	30 days.....	J. J. Albertyn, Secretary, Executor Testamentary, Uitenhage	Cape.
1614	Carl Tiltmann, of East London.....	30 days.....	Giddy & Giddy, Attorneys for Executor Testamentary, 26 Union Street, East London	Cape.
1116	Joseph Richter, a general trader, of Ngqwaru Hills, in the District of St. Mark's, and surviving spouse, Wilhelmina Martha Richter (born Weber)	30 days.....	Eaton & Aitchison, P.O. Box 19, Engcobo, Attorneys for Executors Testamentary	Cape.
1608	Edward George Orsmond.....	21 days.....	Hutton & Cook, Kingwilliamstown, Attorneys for Executrix Testamentary	Cape.
1674	Jan Stephanus Slabbert.....	6 weeks.....	A. P. de Villiers, Richmond.....	Cape.
1622	Maria Magdalena Hoffman (born Smuts).....	21 days from 1/8/23	Faure & Lewis, Main Street, Paarl, Attorneys for the Executrix Testamentary	Cape.
1669	Henry Hereford Hoole and surviving spouse, Jane Amelia Hoole (born Lewis), of Aliwal North	21 days.....	Orsmond & Walker, P.O. Box 11, Aliwal North.....	Cape.
1404	William Maxted Allen, of Grahamstown, lately of Wardens, Fort Beaufort	30 days.....	Hockley & Goldschmidt, Campbell Street, Fort Beaufort, Attorneys for Executors Testamentary	Cape.
1434	Mary Anne Collenette (born Caithness), widow, of Port Elizabeth	30 days.....	McWilliams & Elliott, Attorneys for Executor, 64 Main Street, Port Elizabeth	Cape.
1479	Annie Sarah Maria McKay (born Fleetwood), who died at Uitenhage on 11th April, 1923, and surviving spouse, Johannes Hendrik McKay	6 weeks.....	Mills & De Wet, Attorneys for Executor Testamentary, 80 Caledon Street, Uitenhage	Cape.
1630	Jacobus Arnold Pienaar, of Demizicht, District Mossel Bay, and surviving spouse, Magdalena Elizabeth Pienaar (born Pienaar)	3 weeks.....	J. J. Scholtz, Attorney for Executor, Mossel Bay.....	Cape.
1329	Catharina Elizabeth Maria Bingle (born Van Heerden), of Elandsberg, District Cradock	30 days.....	De Kock & Coetzee, Attorneys for Executor Dative, P.O. Box 53, Cradock	Cape.
1621	John Christian Hops.....	6 weeks.....	Pocock & Bailey, Attorneys for Executrix Testamentary, P.O. Box 58, Oudtshoorn	Cape.
1575	Alexander John Watt Warren.....	6 weeks.....	Pocock & Bailey, Attorneys for Executrix Testamentary, P.O. Box 58, Oudtshoorn	Cape.
176/845/2311/21	Joseph Bainbridge Hartley and subsequently deceased spouse, Letitia Hartley (born Horn)	30 days.....	T. Gordon Bennett, Peddie, Attorney for Executors Testamentary	Cape.
273	Carl Gustav Salzwedel.....	4 weeks.....	E. A. Vercueil, Attorney for Executor, Keiskama Hoek..	Cape.

TRANSVAAL.

51387	Agnes Brophy (formerly Agnes Stokes, born Macmillan).	14 days.....	H. George Woodward, Executor Testamentary, 20 Seventh Avenue, Bezuidenhout Valley, Johannesburg	Transvaal.
51598	Isaac Wise, of 4 Dora Street, Doornfontein, Johannesburg	21 days.....	Andrews & Benjamin, Solicitors for Executors, 3–5 Asher's Buildings, corner of Fox and Joubert Streets, Johannesburg	Transvaal.
51414	Emily Beatrice Bartholomew and surviving spouse, Herbert William Bartholomew	14 days.....	Thomas James Venn, Executor Dative, 33 Chudleigh's Buildings, Johannesburg	Transvaal.
51565	Moritz Metzger, of Frankfurt-on-Main, Germany.....	1 month.....	Van Gorkom & Noonan, Solicitors for the Executor Dative, Standard Bank Chambers, Fox Street, or P.O. Box 636, Johannesburg	Transvaal.
51516	Thomas Henry Prynn Ivey (formerly trading as H. Ivey), Undertaker, of Heidelberg	30 days.....	A. G. Fraser, P.O. Box 93, Heidelberg.....	Transvaal.
49965	Jan Hendrik van Blerk en nagelaten echtgenote Elizabeth Johanna Pieterse van Blerk	21 dagen....	J. B. Hugo, 20 Monumentstraat, Krugersdorp.....	Transvaal.
51429	Susara Aletta van Rooyen (geboren Van Rooyen) en nagelaten echtgenote Johan David van Rooyen	21 dagen....	J. B. Hugo, 20 Monumentstraat, Krugersdorp.....	Transvaal.
51629	Margaretha Francina Botha (geboren Breedt) en nagelaten echtgenoot Johannes Frederik Botha	30 dagen....	J. A. Neser, Postbus 22, Klerksdorp, Prokureur voor de Eksekuteur	Transvaal.
—	Hendrik Petrus Bezuidenhout en overblyvende echtgenote Jacomina Aletta Bezuidenhout, van Carolina	14 dagen....	M. van Enter, Prokureur, Postbus 43, Carolina.....	Transvaal.
47844	Constantine Zordoumis (or Constantin Zordoumis, or Constantine G. Zordoumis)	14 days.....	Hardy, Philip & Anderson, 12, 13, and 20 Corporation Buildings, Johannesburg, Attorneys for Executor Dative	Transvaal.
51468	Edwin John Phear.....	14 days.....	I. Gordon, P.O. Box 1, Wolmaransstad.....	Transvaal.
51706	Alexander Davidson and surviving spouse, Bessie Elsie Laing, Davidson	21 days.....	E. Clayson, P.O. Box 102, Crown Mines, Johannesburg.	Transvaal.
51643	Aaron Manasevetz (also known as Aaron Manashewitz).	30 days.....	Henry Levy, Attorneys for Executor Dative, 20, 30–32 Sauer's Buildings, corner Loveday and Market Streets, Johannesburg	Transvaal.
50796 and 51520	Lukas Mazibuko and predeceased spouse, Martha Mazibuko, of Daggakraal, District Wakkerstroom	15 days.....	C. K. Barry, Executor Dative, P.O. Box 3, Wakkerstroom.	Transvaal.
—	Francina Jacoba Minter (born Van Heerden), of Wakkerstroom	15 days.....	Cyril Kershaw Barry, Authorized Agent, P.O. Box 3, Wakkerstroom	Transvaal.
51333	Petrus Paulus van Dyk and surviving spouse, Jacoba Hendrina van Dyk (born Grobler)	14 days.....	O. M. S. Bergh, Executor Dative, c/o Bergh & Kruger, P.O. Box 3, Louis Trichardt	Transvaal.
51209	Willem Hendrik le Roux.....	14 dagen....	R. H. le Roux, P.K. Nigel.....	Transvaal.
51166	Elisabeth (Elisabetta) Coetzee (geboren Vleimei).....	30 dagen....	Alexander Cyas Petrus Coetzee, p/a T. N. H. Janson, Postbus 19, Dullstroom	Transvaal.
51290	Johanna Petronella Erasmus (born Dippenaar) and surviving spouse, Daniel Elardus Erasmus	14 days.....	H. J. Kroep, P.O. Box 20, Nylstroom.....	Transvaal.
51642	Maria Catharina Glad (born Kichenbrand), widow, of Heidelberg	30 days.....	L. E. Bongers, Solicitor for the Executor Testamentary, Begeman Street, or P.O. Box 96, Heidelberg	Transvaal.

ADVERTISEMENTS.

Estate No. *Boedel No.*	Estate late. *Boedel van wijlen.*	Nature of Account. *Beschrijving van Rekening.*	Date. *Datum.*	Office of the *Kantoor van de* Master. *Meester.*	Office of the *Kantoor van de* Magistrate. *Magistraat.*	Name and Address of Executor or authorized Agent. *Naam en Adres van Eksekuteur of gemachtigde Agent.*
196	Jan Hendrik Petrus Lategan and surviving spouse, Anna Catharina Lategan (born Visser), of Vondeling, in the Division of Piquetberg	First and Final Liquidation and Distribution	30/7/23	Capetown	Piquetberg...	H. J. S. du Toit, Manager, African Mutual Trust and Assurance Company, Ltd., Piquetberg, Executor Testamentary.
176/924	Alwyn Petrus Burger, of Montagu, Cape Province	Sixth.....	27/7/23	Capetown	Montagu.....	Die Montagu Eksekuteurskamer, Bpk.
157/921	Helena Maria Hendrina van der Merwe (born De Wit), of Ladismith, Cape Province	First and Final and Supplementary	27/7/23	Capetown	Ladismith....	Bisset & Hofmeyr, Capetown.
892	Elizabeth Johanna Fenn.....	Administration.....	27/7/23	Capetown	—	Charles Maxwell Fenn, Executor Testamentary, 7 Durham Avenue, Salt River.
671	Martha Johanna Hugo (born Du Plessis) and surviving spouse, Daniel Stephanus Hugo, of Worcester	First and Final Liquidation and Distribution	27/7/23	Capetown	Worcester....	Worcester Board of Executors, Ltd., J. D. Botha, Secretary, Agent.
177/126/ 2643/21	Jacobus Willem de Meyer Marais, of Fonteintje, Philipstown	Third Liquidation and Distribution	27/7/23	Capetown	Philipstown..	S. J. Mostert, Attorney for Estate, Philipstown.
181/54/ 3365/22	Jasper Schreuder van Schalkwyk Lochner, of Bosjes Vlei, Malmesbury Division	First Liquidation and Distribution	31/7/23	Capetown	Malmesbury..	J. N. E. Vercueil (H.'s son), Secretary, Malmesbury Board of Executors and Trust and Fire Assurance Company, Agent for Executrix Testamentary.
157/863/ 179/43	Johannes Andries Spolander and Helen Spolander	First and Final.....	31/7/23	Capetown	—	Du Toit, Dower & Turpin, Attorneys for Executor, P.O. Box 463, Capetown.
180/359/ 2589/22	Johanna Catherina Kotze (born Lambrechts), of Grootkloof, District Piquetberg	First and Final.....	1/8/23	Capetown	Piquetberg...	Vlok & Brown, Attorneys for Executor, P.O. Box 23, Piquetberg.
180/534	Louise Elizabeth Fincham (born Kidwell) and surviving spouse, Francis Pattinger Fincham, of Queenstown	First and Final Liquidation and Distribution	31/7/23	Capetown	Queenstown..	Walker, Jacobsohn & Le Roux, Attorneys for the Executor Testamentary, Lloyd's Building, 58 Burg Street, Capetown.
140/8/ 180/661	Jozef Arends and subsequently deceased spouse, Gertruida Elizabetha Arends (born Van der Westhuizen), of Tambookies Vlei, District Stockenstrom	First and Final Liquidation and Distribution	31/7/23	Capetown	Seymour.....	Walker, Jacobsohn & Le Roux, Attorneys for the Executor Dative, Lloyd's Building, 58 Burg Street, Capetown.
991/ 1923	Oluf Bernhard Olsen, of Somerset West	First and Final Liquidation	30/7/23	Capetown	Somerset West	Walker, Jacobsohn & Le Roux, Attorneys for the Executor Dative, Lloyd's Building, 58 Burg Street, Capetown.
181/7	Jacob Leonard Droomer, of Stellenbosch	First and Final Liquidation	27/7/23	Capetown	Stellenbosch..	A. F. Markotter, Secretary, Stellenbosch Board of Executors, Ltd., P.O. Box 13, Stellenbosch.
492	Alan Gibson Emslie, of Capetown....	First and Final Liquidation and Distribution	31/7/23	Capetown	—	E. E. Murray, c/o Standard Bank, Volksrust, Transvaal, Executor; W. P. Cressey, Agent for the Executor.
176/475/ 1865/21	Herbert Potter (also known as Henry Price and William Price)	Second and Final Liquidation and Distribution	30/7/23	Capetown	Port Elizabeth	Perseverance Building Society, Port Elizabeth, Agents for Executrix Testamentary.
179/584/ 1704/22	George William Pearce, of Bashee Hill.	First Administration and Distribution	27/7/23	Capetown	Idutywa.....	H. A. R. Clark, Idutywa, Agent for Executor.
R/180/ 982	Hadje Rylan (also known as Hadje Eadje Rylan)	First and Final.....	31/7/23	Capetown	—	A. B. Lawton, Esq., Executor Dative, 40 Burg Street, Capetown.
179/785/ 1964/22	Emma Elizabeth Myhill (born Good), widow, of Port Elizabeth	First Liquidation and Distribution	30/7/23	Capetown	Port Elizabeth	McWilliams & Elliott, 64 Main Street, Port Elizabeth, Attorneys for Executor.
179/969	George William Fowler.....	First and Final.....	27/7/23	Capetown	Mossel Bay...	A. M. T. Fowler, P.O. Box 1999, Capetown.
433	James Robert Maitland.....	First and Final.....	30/7/23	Capetown	Port Elizabeth	Port Elizabeth Assurance and Trust Company, Ltd., 25 Main Street, Port Elizabeth.
180/509/ 2736/22	Johannes Henrik Beukes and surviving spouse, Annie Amelia Beukes (born Marmetschki)	First and Final Administration and Distribution	27/7/23	Capetown	Grahamstown	Alex. C. Mathieson, Secretary, Eastern Province Guardian Loan and Investment Company, Grahamstown, Agent for Executrix Testamentary.
R/9/223	Annie de Schmidt van Rensburg and surviving spouse, Nicholas van Rensburg, of Niekerk's Rust, District of Barkly West	First and Final Liquidation and Distribution	7/8/23	Kimberley	Barkly West.	Selwyn F. Stokes, Attorney for Executor, P.O. Box 4, Barkly West.
176/845/ 2311/21	Joseph Bainbridge Hartley and subsequently deceased spouse, Letitia Hartley (born Horn)	Final Administration and Distribution	30/7/23	Capetown	Peddie.....	T. Gordon Bennett, Peddie, Attorney for Executors Testamentary.
R/2/379	Lewis Davis, of Kimberley.....	Second Liquidation and Distribution	14 days from 30/7/23	Kimberley	—	The Griqualand West Board of Executors, Trust and Agency Company, Ltd.

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50927/ 1101	Mary Elizabeth Platt.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Brakpan.....	W. Kerr Haig, Executor Testamentary, c/o Frank Young, P.O. Box 162, Brakpan.
50179/ 2074	Kate Amina Wood (born Swinburne)..	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	M. J. Wood, 74 Fourth Avenue, Melville.
44242/ 659	Charles William Bates.....	Supplementary Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Hayman & Godfrey, Attorneys for Executor Testamentary, Marais Court, Commissioner Street, Johannesburg.
47031/ 781	Mary Bridget McQuirk and surviving spouse, Patrick Bernard McQuirk	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Wertheim, Becker & Leveson, Attorneys for Executor Dative, 5–9 Corporation Buildings, Rissik Street, Johannesburg.
48480	Marko Brajcic, of Johannesburg.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Wertheim, Becker & Leveson, Corporation Buildings, Johannesburg.
49461/ 789	John Henry Brodie.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	—	W. F. Boustred, Agent for Executors Testamentary; Edith Brodie, Harry Cunningham Brodie, Lennox Cunningham Brodie, c/o Findlay, Durham & Brodie, 4 Devonshire Square, Bishopsgate, London.
50592/ 407	Maria Elizabeth Coetzee (geboren Jansen van Rensburg) en langstlevende echtgenoot Jacob Carel Coetzee	Eerste en Finale Likwidatie en Distributie	27/7/23	Pretoria.	Bethal.....	Middelburg Eksekuteurskamer en Voogdij Maatschappij, Bpk., Postbus 13, Middelburg, Transvaal.
49503/ 767	John Henry Durham.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	—	W. F. Boustred, Agent for Executors Testamentary; Thomas Reynolds, Charles Henry Durham, and Edmond Reynolds, c/o Findlay, Durham & Brodie, 4 Devonshire Square, Bishopsgate, London.
47827/ 1959	Wilhelmina Sophia Engelbrecht (born Fritz), widow, Berlin-Steglitz, Berlin, Germany	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Pietersburg..	Naude & Naude, P.O. Box 44, Pietersburg.

ADVERTISEMENTS.

Estate No. / Boedel No.	Estate late. / Boedel van wijlen.	Nature of Account. / Beschrijving van Rekening.	Date. / Datum.	Office of the Kantoor van de: Master. Meester.	Office of the Kantoor van de: Magistrate. Magistraat.	Name and Address of Executor or authorized Agent. / Naam en Adres van Eksekuteur of gemachtigde Agent.
49893	Augusta Maria Rosenthal (born Hauffe)	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Heidelberg...	Robert Rosenthal, 24A Hoofd Street, Boksburg.
49484/332	Sophia Margaretha Swart (born Krige), Ventersdorp	First Administration and Distribution	27/7/23	Pretoria.	Ventersdorp..	W. H. Enslin, Attorney for Estate, P.O. Box 84, Ventersdorp.
50297/1227	William Shapland Western.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Hayman & Godfrey, Marais Court, Commissioner Street, Johannesburg.
1193/49936	Gertrude Freedman.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Hayman & Godfrey, Marais Court, Commissioner Street, Johannesburg.
50963/2191	Joseph van Dijk en nagelaten echtgenote Lea Margaretha van Dijk, van Rondavelskraal, Distrikt Rustenburg	Eerste en Finale.....	27/7/23	Pretoria.	Rustenburg..	Beyers, Brink & Hafner, Alexandra Gebouw, Pretoria.
42964/307	Albert Wood.....	Second and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	C. de G. Canisius, Attorney for Executor Testamentary, 10 Steytler's Buildings, Loveday Street, Johannesburg.
50109/692	Maria Julia Merckel (born Gosling) and surviving spouse, George Merckel	First and Final.....	27/7/23	Pretoria.	Johannesburg	George Merckel, 461 Fifteenth Street, Vrededorp.
45904/549	Nicolaas Tjaart van der Walt and surviving spouse, Anna Magdalena van der Walt	Supplementary.....	28/7/23	Pretoria.	Potchefstroom	H. O. Vos, P.O. Box 5, Parys.
50079/1139	George Kimmelman.....	Administration and Liquidation	27/7/23	Pretoria.	Johannesburg	H. A. Wilford, Attorney for Executrix Testamentary, 5 and 6 Jooste and Bryant's Buildings, Commissioner Street, Johannesburg.
50239/2179	Stewart Edington.....	First Liquidation and Distribution	28/7/23	Pretoria.	Barberton....	C/o J. Rose-Innes, P.O. Box 22, Barberton.
50662/768	Clara Jane Caley (formerly Oliver, born Kent)	First and Final Liquidation and Distribution	28/7/23	Pretoria.	Barberton....	C/o J. Rose-Innes, P.O. Box 22, Barberton.
50270	Cornelis Gerhardus Smit en nagelaten echtgenote Cornelia Geertruida Smit (geboren Van Kraayenburg), van Zevenfontein, Distrikt Carolina	Eerste en Finale Likwidatie en Distributie	28/7/23	Pretoria.	Carolina.....	C. P. Theron, Postbus 32, Machadodorp.
50674/480	Frans Johannes van Dyk en nagelaten echtgenote Theunsina Wilhelmina van Dyk (geboren Du Preez)	Eerste en Finale.....	27/7/23	Pretoria.	Rustenburg..	De Villiers & Henny, Prokureurs voor Eksekutrice, Postbus 4, Zwartruggens.
50091/679	James Murray.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Routledge & Douglas Wilson, P.O. Box 306, Johannesburg.
51241/541	Janet Shaw Howes (born Johnstone).	First and Final.....	27/7/23	Pretoria.	Barberton....	Steytler, Grimmer & Murray, Solicitors for Executor Testamentary, Consolidated Building, Fox Street, Johannesburg.
50590/643	Elizabetha Maria Magrieta Potgieter (gebore Smit) en nagelate eggenoot Andries Hendrik Potgieter, van Tweefontein No. 232, Distrik Pretoria	Eerste en Finale Administrasie en Distribusie	27/7/23	Pretoria.	—	Van Wyk & Marais, Posbus 7, Erasmus.
29529/1246	Henry Donald George Blackmore.....	Supplementary Final Liquidation and Distribution	28/7/23	Pretoria.	Boksburg....	E. H. Blackmore, P.O. Box 14, No. 2 Staff Quarters, E.R.P.M., Ltd., Vogelfontein Plantation, Boksburg.
50303/1499	Edmund Campbell.....	First and Final.....	27/7/23	Pretoria.	Johannesburg	E. F. K. Tucker, Attorney for Executrix Testamentary, 16–18 Permanent Buildings, Johannesburg.
50624/273	Eliza Mary Price, widow of Watford, England	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Reeders & Rosettenstein, Attorneys for Executors Testamentary, Corporation Buildings, Rissik Street, Johannesburg.
47708/344	Louis Miller.....	First and Final.....	27/7/23	Pretoria.	Johannesburg	Marks & Kantor, Attorneys for Executors, P.O. Box 4918, Johannesburg.
50078/1535	Rachel Jacoba Jenkins (born Hauptfleisch) and surviving spouse, Isaac Pearce Jenkins	Final.....	27/7/23	Pretoria.	—	Thos. Jenkins, 555 First Street, Gezina.
50829/951	Johanna Catharina Vegter (born Dijkhof)	First and Final.....	27/7/23	Pretoria.	—	N. M. Vegter, P.O. Box 77, Pretoria.
49344/775	James Fraser.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Johannesburg	Moodie & Robertson, Meischke's Building, Harrison Street, Johannesburg, Solicitors for Executor Dative.
50945/2171	Jan Abraham Ferreira and surviving spouse, Maria Magdalena Ferreira (born Oberholzer)	First and Final Liquidation and Distribution	27/7/23	Pretoria.	Zeerust.....	Stegmann, Oosthuizen & Jackson, *q.q.* Executrix Testamentary, Church Square, Pretoria
51222/1220	Thomas Leslie O'Reilly.....	First and Final Liquidation and Distribution	27/7/23	Pretoria.	—	Stegmann, Oosthuizen & Jackson, Attorneys for Executor Testamentary, Church Square, Pretoria.
50906/1265	Sybrand Adriaan Cornelis van Dyk and surviving spouse, Anna Magdalena van Dyk (born Olivier)	Liquidation and Distribution	28/7/23	Pretoria.	Volksrust.....	G. Maasdorp, P.O. Box 87, Volksrust.
1613/50444	Casper Hendrik Badenhorst, of Palmietfontein No. 86, District Lichtenburg	First and Final Liquidation and Distribution	30/7/23	Pretoria.	Lichtenburg..	H. A. M. du Toit, P.O. Box 3, Coligny, Attorney for Executrix Testamentary.
51302	Henry Hope.....	First and Final.....	25/7/23	Pretoria.	—	Helen M. Hope, 83 Struben Street, Pretoria.

NATAL.

7938	Thomas Hornby Bagwell, of Durban, ambulance dresser	First and Final Liquidation	27/7/23	Pietermaritzburg	Durban.....	Hitchins & Gordon, 3 and 4 Murray Court, Durban, Solicitors for Executor Testamentary.
8035	Thomas Macdonald Owen.....	First and Final Administration and Distribution	27/7/23	Pietermaritzburg	—	J. Fraser & Co., 230 Church Street, Pietermaritzburg, Agent for Executrix Testamentary.
7339	Munien Gunden Gardener, Durban....	First and Final Administration and Plan of Distribution	27/7/23	Pietermaritzburg	Durban.....	H. L. Crockett, c/o Crockett, Hemphill & Co., 306 Smith Street, Durban.
—	Louis Eliseé Lebrasse, married in community, and surviving spouse, M. Valentine Lebrasse	First and Final Administration and Distribution	27/7/23	Pietermaritzburg	Verulam.....	M. Valentine Lebrasse, Louis Elysie Lebrasse, Executors Testamentary, 40 Garnet Road, Durban.
7350	William Thompson.....	First and Final Liquidation and Distribution	27/7/23	Pietermaritzburg	Umzinto.....	G. F. Darwent, 14 Acutt's Arcade, Durban.
7227	Louis Russell.....	First and Final Administration and Amended Distribution	27/7/23	Pietermaritzburg	Durban.....	J. A. Hathorn, 5 Murray Court, Durban.
7493	Elling Salvesen (also known as Erling Salvesen)	First and Final Administration and Distribution	27/7/23	Pietermaritzburg	Durban.....	C. G. Leisegang, Solicitor for Executor Testamentary, 2 Hill's Court, Smith Street, Durban.

PART IV.—OFFENCES (sections *ninety-four to ninety-six*).

PART V.—GENERAL AND SUPPLEMENTARY (sections *ninety-seven* to *one hundred and five*).

PART I.—COURTS.

CHAPTER I.

ESTABLISHMENT AND NATURE OF COURTS.

3. (1) The Governor-General may, by proclamation in the *Gazette*—

(*a*) create districts and declare the name by which any district shall be known;

(*b*) define, increase, or decrease the local limits of any district;

(*c*) annex any district or any portion thereof to another district;

(*d*) establish a court for any district;

(*e*) appoint one or more places within each district for the holding of a court for such district; of which places, if more than one is appointed, one shall be specified as the seat of magistracy;

(*f*) appoint some place or places within any district other than the seat of magistracy as the place or places for the holding of a periodical court, and prescribe the local limits within which such courts shall have jurisdiction and include within those limits any portion of an adjoining district;

(*g*) detach a portion of a district or portions of two or more adjoining districts as a sub-district, to form the area of jurisdiction of a detached court, and declare the name by which such sub-district shall be known and appoint the places where such detached court is to be held;

(*h*) annul or vary any proclamation under this section and abolish any district or sub-district and the court thereof.

(2) All references in any other law to magistrates' courts or courts of resident magistrate shall be read as referring to courts established under this Proclamation.

(3) After the commencement of this Proclamation no new district or sub-district shall be created until a report upon the proposal to create such district or sub-district has been obtained from the public service commission.

4. (1) Every court shall be a court of record.

(2) The courts of the Transkeian Territories existing immediately before the commencement of this Proclamation shall be deemed to have been established thereunder and shall thenceforth be termed courts of magistrates.

(3) Every summons, subpœna, writ, warrant, or other process issued out of any court shall be of force throughout the district, and all such process when endorsed by a judicial officer of any other district (and every judicial officer is hereby required on production to him of any such process to endorse the same) shall be of force throughout the district for which such judicial officer is appointed, and may be served or executed therein through the messenger of such last mentioned district.

5. (1) Subject to the exceptions made in this Proclamation or in any other law, the proceedings in every court in all criminal cases and the trial of all defended civil actions shall be carried on in open court, and not otherwise, and either of the official languages may be used at any stage in such proceedings, and the officer recording the evidence shall do so in the language in which it is given if that is one of the official languages and the officer is competent so to do.

(2) The trial of any child who is, in the opinion of the court, less than sixteen years of age may be held *in camera* and in some other place than an ordinary court-room: Provided that in such case the parent or guardian of such child shall have the right to be present thereat.

(3) The court may in any case, in the interests of good order, public health, or public morals, direct that a trial shall be held with closed doors, or that (with such exceptions as the court may direct) females or minors or the public generally shall not be permitted to be present thereat.

(4) If any person present in court disturbs the peace or order thereof, the court may order that person to be removed and detained in custody until the rising of the court, or, if in the opinion of the court peace cannot be otherwise secured, may order the court-room to be cleared and the doors thereof to be closed to the public.

(5) Except where it is otherwise provided by law, every witness in a criminal case shall deliver his evidence *viva voce* and in open court: Provided that, where any witness is unable on account of ill-health or advanced age to attend the court, his evidence may be taken in the presence of the presiding judicial officer, the prosecutor, the accused person, and the legal representative (if there be such a representative and he chooses to attend) of the accused person at such place as may seem to the court most convenient.

6. (1) The records and proceedings of the magistrates' and native appeal courts shall in all cases be accessible to the public under supervision of the clerk of the court at convenient times and upon payment of such fees as may be prescribed by the rules, and for this purpose and for all other purposes the records and proceedings of any court of magistrate or resident magistrate which has at any time existed within the Transkeian Territories shall be preserved at the seat of magistracy of the district containing the place where such court was held, and shall be deemed to be the records of the court of such district;

Provided that after a period of thirty years has expired from the date of the judgment in such proceedings, the Minister may order the removal of such records and proceedings to a central place of custody.

(2) Every civil judgment entered shall be recorded in a book to be called "The Civil Record Book," which shall be open to public inspection without charge at all convenient times.

AFDELING IV.—OVERTREDINGEN. (Artikels *vier en negentig* tot *zes en negentig.*)

AFDELING V.—ALGEMENE EN AANVULLENDE BEPALINGEN. (Artikels *zeven en negentig* tot *honderd en vijf.*)

AFDELING I.—GERECHTSHOVEN.

HOOFDSTUK I.

OPRICHTING EN SOORT VAN HOVEN.

3. (1) De Goeverneur-generaal kan, bij proklamatie in de *Staatskoerant*—

(*a*) distrikten instellen en de namen vaststellen, waaronder de distrikten bekend zullen staan;

(*b*) de plaatselike grenzen van een distrikt omschrijven, uitstrekken of inperken;

(*c*) een distrikt of een gedeelte daarvan bij een ander distrikt voegen;

(*d*) een hof in enig distrikt instellen;

(*e*) een of meer plekken in ieder distrikt bepalen voor het houden van hofzittingen voor zodanig distrikt; zullende, indien meerdere plekken bepaald worden, een ervan aangewezen worden als de magistraatszetel;

(*f*) een of meer plekken in een distrikt, niet zijnde de magistraatszetel, bepalen als de plek of de plekken voor het houden van periodieke hofzittingen, en de plaatselike grenzen omschrijven, waarin zodanige periodieke hoven jurisdiktie zullen uitoefenen en enig gedeelte van een aangrenzend distrikt binnen die grenzen opnemen;

(*g*) een gedeelte van een distrikt of gedeelten van twee of meer aangrenzende distrikten afzonderen als een subdistrikt om het rechtsgebied te vormen van een afgezonderd hof en de naam vaststellen, waaronder zodanig subdistrikt bekend zal staan en de plekken aanwijzen waar zulk een afgezonderd hof zitting zal houden;

(*h*) enige proklamatie onder dit artikel intrekken of wijzigen en enig distrikt of subdistrikt alsmede het gerechtshof daarvan afschaffen.

(2) Alle verwijzingen in andere wetten naar magistraatshoven of resident-magistraatshoven worden aangemerkt als verwijzingen naar hoven vastgesteld onder deze Proklamatie.

(3) Na de inwerkingtreding van deze Proklamatie wordt geen nieuw distrikt of subdistrikt gevormd totdat een rapport over het voorstel tot vorming van zulk een distrikt of subdistrikt verkregen is van de Publieke Dienst Kommissie.

4. (1) Elk hof zal zijn een hof van rekord.

(2) De hoven van het Transkei-gebied bestaande onmiddellik vóór de inwerkingtreding van deze Proklamatie worden beschouwd daaronder te zijn opgericht en worden voortaan magistraatshoven genoemd

(3) Elke dagvaarding, subpœna, bevelschrift, lastbrief of ander processtuk uitgereikt door het hof, is van kracht in het gehele distrikt en alle zodanige processtukken, die door een rechterlike ambtenaar van een ander distrikt geëndosseerd zijn (zullende elke rechterlike ambtenaar op vertoon van zulk een stuk hetzelve endosseren) is van kracht in het gehele distrikt waarvoor zulk een rechterlike ambtenaar aangesteld is en kan daarna door de bode van laatstgenoemd distrikt worden gediend en ten uitvoer gelegd.

5. (1) Behoudens de uitzonderingen voorzien in deze Proklamatie of in andere wetten, vinden de verrichtingen van het hof in alle kriminele zaken en de behandeling van alle verdedigde civiele zaken plaats in het openbaar en niet anders, zullende elk van de officiële talen bij enig stadium daarin mogen worden gebezigd en de ambtenaar die het getuigenis notuleert zal zulks doen in de taal waarin dit afgelegd wordt, als dit een van de officiële talen is en als de ambtenaar bekwaam is zulks te doen.

(2) De terechtstelling van een kind, dat naar het oordeel van het hof beneden de zestien jaren oud is, kan plaatsvinden *in camera* en op een andere plek dan in een gewone gerechtszaal: Met dien verstande dat in zodanig geval de ouder of voogd van het kind tegenwoordig zal mogen zijn.

(3) Het hof kan, in het belang van de goede orde, openbare gezondheid of van de goede zeden, bevelen dat de zaak met gesloten deuren zal worden behandeld of dat (met zulke uitzonderingen als het hof mag gelasten) vrouwen of minderjarigen of het publiek in 't algemeen niet tegenwoordig zullen zijn.

(4) Wanneer een ter zitting aanwezig persoon de rust en orde verstoort, kan het hof hem doen verwijderen en tot na afloop van de zitting in bewaring stellen of het hof kan, indien naar zijn oordeel de rust niet anders kan worden gehandhaafd, de gerechtszaal doen ontruimen en het publiek buitensluiten.

(5) Voorzover niet bij de wet anders voorzien is, legt elke getuige in een kriminele zaak zijn getuigenis overluid en ter openbare terechtzitting af: Met dien verstande dat de getuigenis van iemand, die wegens slechte gezondheidstoestand of gevorderde leeftijd niet in staat is ter terechtzitting te verschijnen, afgenomen kan worden in tegenwoordigheid van de voorzittende rechterlike ambtenaar, de vervolger, de beschuldigde en de wettelike vertegenwoordiger (als er zulk een wettelike vertegenwoordiger is en hij verkiest tegenwoordig te zijn) van de beschuldigde op zodanige plek als het hof het meest geschikt acht.

6. (1) De stukken en procedures van magistraats- en naturelleappèlhoven liggen in alle zaken op gepaste tijden en tegen betaling van de fooien bij de regels voorgeschreven, ter inzage van het publiek onder toezicht van de klerk van 't hof; en tot dat einde en voor alle andere doeleinden zullen de stukken en notulen van magistraats- of resident-magistraatshoven, die ter eniger tijd in het Transkei-gebied bestoden, worden bewaard ter plaatse, waar de magistraatszetel van het distrikt gevestigd is, waarin de zittingen van de hoven voormeld gehouden werden, zullende dezelve geacht worden stukken van het hof van zodanig distrikt te zijn;

Met dien verstande dat na afloop van een tijdvak van dertig jaren na de datum van het vonnis in zodanige procedures, de Minister kan gelasten dat de stukken en procedures naar een hoofdplaats van bewaring zullen worden overgebracht.

(2) Van alle civiele vonnissen wordt aantekening gehouden in het "Civiele Vonnissen Boek," hetwelk door het publiek op gepaste tijden kosteloos kan worden ingezien.

CHAPTER II.

JUDICIAL OFFICERS.

7. Every court held under this Proclamation shall be held by and before a judicial officer appointed in the manner provided by this Proclamation.

8. Subject to the provisions of the next succeeding section, the Governor-General may appoint for any district or sub-district a person to be the magistrate of that district or sub-district one or more persons to be additional magistrates for that district or sub-district and one or more persons to be assistant magistrates for that district or sub-district.

9. Subject to the provisions of any law relating to the public service and of the next succeeding section—

(*a*) a person who has not before the commencement of this Proclamation held a substantive appointment as magistrate shall not hold such an appointment and a person who has not before the commencement of this Proclamation held a substantive appointment as assistant magistrate shall not hold such an appointment, unless in either case he has passed the civil service lower law examination or an examination declared by the Governor-General to be equivalent thereto;

(*b*) in recommending any person for appointment as a magistrate, additional magistrate, or assistant magistrate, the Public Service Commission may give preference to a person who holds a degree in law of a university in South Africa, or has passed an examination the subjects whereof are similar to those of the examination for such a degree, or has passed the civil service higher law examination or an examination declared by the Governor-General to be equivalent to any such examination.

10. (1) At the commencement of this Proclamation all resident magistrates, additional magistrates, and assistant magistrates shall become magistrates, additional magistrates, and assistant magistrates respectively as if they had been appointed under this Proclamation.

(2) All references in any other law to resident magistrates shall be read as referring to magistrates appointed under this Proclamation.

(3) All such references to additional magistrates, assistant resident magistrates, or to assistant magistrates shall be read as referring to additional magistrates and assistant magistrates respectively appointed under this Proclamation.

11. (1) A magistrate—

(*a*) may hold a court;

(*b*) shall possess the powers and perform the duties conferred or imposed upon magistrates by any law for the time being in force within the Transkeian Territories.

(2) An additional magistrate or an assistant magistrate—

(*a*) may hold a court;

(*b*) shall possess such judicial powers and perform such judicial duties conferred or imposed upon magistrates as he is not expressly prohibited from exercising either by the Minister or by the magistrate of the district.

(3) An acting magistrate, additional magistrate, or assistant magistrate, respectively, shall possess the powers and jurisdiction and perform the duties of the magistrate, additional magistrate, or assistant magistrate in whose place he is appointed to act for the particular case or during the time or in the circumstances for which he is appointed to act.

(4) Every additional magistrate and every assistant magistrate shall, in each district for which he has been appointed, be subject to the administrative directions of the magistrate; and the magistrate shall allocate the work among the additional magistrates and assistant magistrates.

CHAPTER III.

OFFICERS OF THE COURT.

12. (1) The magistrate of every district shall assign to a member of his staff the duties of clerk of the court.

(2) The chief magistrate shall appoint an officer to perform the duties of clerk of the Native Appeal Court.

(3) A refusal by the clerk of the Native Appeal Court or by the clerk of the court to do any act which he is empowered by this Proclamation to do shall be subject to review by the chief magistrate in the case of the Native Appeal Court and by the court in all other cases on application either *ex parte* or on notice, as the circumstances may require.

13. (1) The Minister may appoint for every court a messenger of the court subject to such conditions as to status, title, remuneration and tenure of office as the Minister may determine.

(2) A messenger may, with the prior approval in writing of the magistrate, appoint one or more deputy-messengers, for whom he shall be responsible.

(3) No messenger or deputy-messenger may, during the tenure of his appointment as such, practise as an attorney or law agent or be in the employ of an attorney or law agent or carry on the business of a labour agent or runner.

(4) Whenever in any matter objection is made to the service or execution of process by the messenger or his deputy by reason of the interest of either of them in such matter or of the relation of either of them to a party to such matter or of any other good cause of challenge, or whenever, by reason of the illness or absence of the messenger, it is necessary to appoint an acting messenger, the magistrate may appoint a person so to act.

14. (1) Whenever process of the court in a civil case is to be served and executed and no messenger or deputy-messenger has been appointed at the place where the court is held or whenever process of any court in a criminal case is to be served a member of any police force shall, subject to the rules, be as qualified to serve and execute all such process and all other documents in such a case as if he had been duly appointed deputy-messenger. The fees payable in respect of or in connection with any such service to a messenger shall in any such case be chargeable, but shall be paid into the Consolidated Revenue Fund.

HOOFDSTUK II.

RECHTERLIKE AMBTENAREN.

7. De zittingen van het hof onder deze Proklamatie worden gehouden door en voor een rechterlike ambtenaar aangesteld op de wijze voorzien bij deze Proklamatie.

8. Met inachtneming van de bepalingen van het eerstvolgend artikel, kan de Goeverneur-generaal voor een of ander distrikt of subdistrikt, iemand aanstellen als magistraat van dat distrikt of subdistrikt, een of meer personen als additionele magistraten voor dat distrikt of subdistrikt en een of meer personen als assistent-magistraten voor dat distrikt of subdistrikt.

9. Met inachtneming van de bepalingen van de wet op de Staatsdienst en van het eerstvolgend artikel—

(*a*) zal niemand die niet voor de inwerktreding van deze Proklamatie een substantieve betrekking als magistraat bekleed heeft, zulk een betrekking mogen bekleden en zal niemand die niet voor de inwerkingtreding van deze Proklamatie een substantieve betrekking als assistent-magistraat bekleed heeft zulk een betrekking mogen bekleden, tenzij in een of ander geval hij het Staatsdienst Lager Wetseksamen afgelegd heeft of een eksamen dat door de Goeverneur-generaal verklaard wordt daarmee gelijk te staan;

(*b*) kan de Publieke Dienst Kommissie bij het doen van een aanbeveling voor de betrekking van magistraat, additionele magistraat, assistent magistraat de voorkeur geven aan iemand die een rechtsgeleerde graad van een universiteit in Zuid-Afrika bezit of die een eksamen afgelegd heeft, waarvan de onderwerpen gelijk zijn met die van het eksamen voor zulk een graad, of die het Staatsdienst Hoger Wetseksamen afgelegd heeft of een eksamen dat door de Goeverneur-generaal verklaard wordt gelijk te staan met enig zodanig eksamen.

10. (1) Bij de invoering van deze Proklamatie worden alle resident-magistraten, additionele magistraten en assistent magistraten, magistraten, additionele magistraten en assistent magistraten alsof zij onder deze Proklamatie aangesteld waren.

(2) Alle verwijzingen in andere wetten naar resident-magistraten worden geacht te slaan op magistraten aangesteld onder deze Proklamatie.

(3) Alle verwijzingen naar additionele magistraten, assistent resident-magistraten of naar assistent-magistraten worden geacht te slaan op additionele magistraten en assistent-magistraten aangesteld onder deze Proklamatie.

11. (1) Een magistraat—

(*a*) kan terechtzittingen houden;

(*b*) oefent de bevoegdheden en plichten uit, aan magistraten toegekend of opgelegd bij de Wet geldende in het Transkeigebied.

(2) Een additionele magistraat of een assistent-magistraat—

(*a*) kan terechtzittingen houden;

(*b*) oefent alle rechtelike bevoegdheden en plichten uit, die aan magistraten toegekend of opgelegd zijn, voorzover de uitoefening van zodanige bevoegdheden of plichten hem niet door de Minister of door de magistraat van het distrikt uitdrukkelik ontzegd zijn;

(3) Een waarnemende magistraat, additionele magistraat of assistent-magistraat respektievelik bezit de bevoegdheden en jurisdiktie en oefent de plichten uit van de magistraat, additionele magistraat of assistent-magistraat, in wiens plaats hij aangesteld is voor de bepaalde zaak of gedurende de tijd of in de omstandigheden waarvoor hij aangesteld is.

(4) Iedere additionele magistraat en assistent-magistraat is in elk distrik, waarvoor hij aangesteld is, onderworpen aan de administratieve voorschriften van de magistraat. De magistraat verdeelt het werk onder de additionele magistraten en assistent-magistraten.

HOOFDSTUK III.

BEAMBTEN VAN 'T HOF.

12. (1) De magistraat van een distrikt kan aan een zijner klerken de plichten van klerk van het hof toewijzen.

(2) De hoofdmagistraat kan een van zijn klerken aanstellen om de plichten van klerk van het Naturelle Appèlhof uit te voeren.

(3) Weigert de klerk van 't Naturelle Appèlhof of de klerk van het hof een handeling te verrichten, waartoe hij volgens deze Proklamatie bevoegd is, dan is zodanige weigering onderhevig aan herziening door de hoofdmagistraat in het geval van het Naturelle Appèlhof en door het hof op applikatie gedaan, hetzij *ex parte*, hetzij na kennisgeving, naar gelang van omstandigheden.

13. (1) De Minister kan voor elk hof een gerechtsbode aanstellen, onder zulke voorwaarden betreffende zijn status, titel, bezoldiging en ambtsduur als de Minister mocht bepalen.

(2) De gerechtsbode kan, met vooraf verkregen goedkeuring van de magistraat, een of meer adjunkt-boden aanstellen, voor wie hij verantwoordelik zal zijn.

(3) Geen gerechtsbode of adjunkt-gerechtsbode mag gedurende het termijn van zijn aanstelling als zulks praktizeren als prokureur of wetsagent, of in dienst zijn van 'n prokureur of agent, of 'n bezigheid drijven als aanwervingsagent of loper.

(4) Wanneer in enige zaak bezwaar gemaakt wordt tegen de diening of tenuitvoerlegging van een bevelschrift door de gerechtsbode of door zijn adjunkt, uit hoofde van hun belang in de zaak of wegens hun verwantschap met een van de partijen tot de zaak of om andere gegronde redenen van wraking, of zo dikwels, uit hoofde van de ziekte of afwezigheid van de gerechtsbode, de aanstelling van een waarnemende gerechtsbode nodig is, kan de magistraat een ander als zodanig aanstellen.

14. (1) Wanneer een gerechtelik bevelschrift in een civiele zaak gediend moet worden en geen bode of adjunkt-bode is aangesteld ter plaatse waar het hof zitting houdt of wanneer een gerechtelik bevelschrift van enig hof in een kriminele zaak gediend moet worden, zal een lid van enige politiemacht, met inachtneming van de regels, even bevoegd zijn om alle zodanige bevelschriften en alle andere stukken in zulk een zaak te dienen alsof hij behoorlik als adjunkt-bode aangesteld was. De fooien die ten aanzien van of in verband met zodanige diening aan een bode betaalbaar zijn, zullen in elk zodanig geval in rekening worden gebracht, doch zullen in het Gekonsolideerd Inkomstefonds worden gestort.

(2) Whenever under any law a public body has the right to prosecute privately in respect of any offence and any fine imposed on conviction thereof is to be paid into the revenue of that public body, the process of the court and all other documents in the case in which such prosecution takes place shall be served either by a person duly authorized in writing by such public body or by a member of the police force. If the service is made by a member of the police force, fees in accordance with the scale set out in table B, or any amendment thereof of the second annexure of the Second Schedule to this Proclamation, shall be paid by the public body, or such compounded amount in respect of service of all such process and other documents in any year as may be agreed between the said public body and the Minister. Such fees or such amount shall be paid into the Consolidated Revenue Fund of the Union.

15. The messenger shall receive and cause to be detained in gaol all persons arrested by any order, writ, or judgment of the court or committed to the custody of such messenger by the court.

16. The return of a messenger or of any person authorized to perform any of the functions of a messenger to any process of the court shall be prima facie evidence of the matters therein stated.

17. A messenger who is alleged to have been negligent or dilatory in the service or execution of process, or to have knowingly and wilfully demanded payment of more than his proper fees or expenses, or to have made a false return, or in any other manner to have misconducted himself in connection with his duties, may, pending investigation, be suspended from office and profit by the magistrate, who may appoint a person to act in his place during the period of suspension. The magistrate shall forthwith report to the chief magistrate any action he has taken under this section and the Minister may, after investigation, set aside the order of suspension or may confirm it and may also dismiss from his office the messenger who has been so suspended.

18. Every officer of the court holding office immediately prior to the commencement of this Proclamation shall be deemed to be duly appointed under this Proclamation, and shall be invested with power, duties, and authority accordingly.

CHAPTER IV.

Practitioners.

19. Every advocate of any division of the Supreme Court exercising jurisdiction within the Transkeian Territories may appear and plead in any action or proceeding in any court therein.

20. Every attorney of any division of the Supreme Court exercising jurisdiction within the Transkeian Territories may practise in any court therein.

21. Every person who, immediately prior to the commencement of this Proclamation, was entitled to practise as an agent in any court may practise in any court in which he was so entitled but in no other court; save that any such person shall be entitled to be enrolled and to practise in any other court in which he would have been entitled to be enrolled if this Proclamation had not been issued, but in no other court.

22. (1) The Cape Provincial Division and the Eastern Districts Local Division of the Supreme Court shall possess in respect of any such agent the same powers as they possess in respect of attorneys of the Supreme Court.

(2) The Council of the Incorporated Law Society of the Cape Province may bring to the notice of the Supreme Court any facts regarding the conduct of any such agent which, in the opinion of the said Council, ought to be brought to the notice of the Supreme Court, in the same manner as if such agent were an attorney of the Supreme Court.

(3) Whenever in the opinion of a judicial officer a practitioner has been guilty of misconduct or dishonourable practice he shall report the fact to the Incorporated Law Society of the Cape Province.

CHAPTER V.

Rules of Court.

23. The rules regulating the practice, procedure, fees, costs, and charges of magistrates' courts shall, subject to the provisions of sections *twenty-four* and *twenty five*, be the rules contained in the Second Schedule to this Proclamation; and all such rules and all rules made under the two last-named sections shall have the same force and effect as if they had been contained in this Proclamation.

24. (1) There shall be a Rules Board with power to make rules upon the subjects mentioned in the next succeeding section.

(2) Such Board shall consist of the chief magistrate of the Transkeian Territories or in his absence the assistant chief magistrate, and three magistrates and three attorneys of or practising in the Transkeian Territories approved of by the Governor-General during pleasure.

(3) The chief magistrate, or in his absence the assistant chief magistrate, shall preside over the proceedings of the Board and have a deliberative and a casting vote.

(4) Three members of the Board shall form a quorum.

25. (1) Subject to the provisions of this section, the Rules Board may make, alter, or rescind rules on any of the matters contained in the Second Schedule to this Proclamation and also on any of the following matters in respect of magistrates' courts and the native appeal court:—

(*a*) The manner and form of procedure;
(*b*) the manner and form of procuring evidence;
(*c*) the manner of service;
(*d*) the granting of summary judgment;
(*e*) the records to be kept;
(*f*) when and how security shall be given;
(*g*) the discovery of documents;
(*h*) payment into court, whether as a tender or as an offer of settlement or to abide the result of interpleader proceedings;

(2) Wanneer onder enige wet een publiek lichaam het recht bezit privaat te vervolgen in verband met enige misdaad en indien bij veroordeling een boete wordt opgelegd die in de kas van dat publieke lichaam moet gestort worden, zullen de bevelschriften en alle andere stukken in de zaak waarin zodanige vervolging plaats vindt, gediend worden, òf door iemand daartoe in geschrifte behoorlik door zodanig publiek lichaam gemachtigd òf door een lid van de politiemacht. Indien de diening plaats vindt door een lid van de politiemacht, zullen fooien, in overeenstemming met het tarief uiteengezet in Tabel B, of enige wijziging daarvan in het tweede aanhangsel van de Tweede Bijlage tot deze Proklamatie, door het publieke lichaam betaald worden, of zodanig saamgesteld bedrag ten opzichte van de diening van alle zodanige bevelschriften en andere stukken in enig jaar zoals tussen het gezegd publieke lichaam en de Minister mag overeengekomen zijn. Zodanige fooien of zodanig bedrag wordt gestort in het Gekonsolideerd Inkomstefonds van de Unie.

15. De gerechtsbode moet alle personen, die krachtens een order, bevelschrift of vonnis van het hof gearresteerd of door het hof onder zijn bewaring gesteld zijn, ontvangen en in de gevangenis doen aanhouden.

16. Het relaas op een gerechtelike akte, gemaakt door de gerechtsbode of door iemand die bevoegd is de dienst van een gerechtsbode te verrichten, levert prima facie bewijs op van het daarin verklaarde.

17. De gerechtsbode, die beschuldigd wordt van nalatigheid of traagheid in het dienen of tenuitvoerleggen van gerechtelike akten of van willens en wetens betaling te hebben gevraagd van meer fooien en uitgaven, dan hem toekomen of van een vals relaas te hebben gemaakt, of van enig ander wangedrag, in verband met zijn plichten, kan, hangende onderzoek, door de magistraat in zijn ambt en winst worden geschorst, zullende de magistraat een ander aanstellen om gedurende de tijd van schorsing als gerechtsbode op te treden. De magistraat deelt dadelik aan de hoofdmagistraat mede hetgeen door hem onder dit artikel verricht is, zullende de Minister na onderzoek de order van schorsing opheffen of bekrachtigen en tevens de geschorste gerechtsbode uit zijn ambt mogen ontstaan.

18. Alle beambten van het hof, die onmiddellik vóór de invoering van deze Proklamatie in dienst zijn, worden geacht onder deze Proklamatie te zijn aangesteld. Zij genieten en oefenen hun bevoegdheden, plichten en autoriteit dienovereenkomstig uit.

HOOFDSTUK IV.

Rechtspraktizijns.

19. Advokaten van enige afdeling van het Hooggerechtshof dat jurisdiktie uitoefent in het Transkei-gebied, kunnen in akties of procedures in enig hof daarin verschijnen en pleiten.

20. Prokureurs van enige afdeling van het Hooggerechtshof dat jurisdiktie uitoefent in het Transkei-gebied, kunnen in enig hof daarin praktizeren.

21. Personen, die onmiddellik vóór de invoering van deze Proklamatie gerechtigd waren als wetsagenten in enig hof te praktizeren, zullen in het hof, waarin zij alzo gerechtigd waren, mogen praktizeren, doch in geen ander hof. Zulk een persoon is bovendien gerechtigd om te worden ingeschreven en te praktizeren in enig ander hof, waarin hij gerechtigd zou zijn geweest om ingeschreven te worden indien deze Proklamatie niet afgekondigd was, doch in geen ander hof.

22. (1) De Kaapse Provinciale Afdeling en de Oostelike Distrikten Lokale Afdeling van het Hooggerechtshof bezitten ten opzichte van zodanige wetsagenten dezelfde bevoegdheden, die zij hebben ten aanzien van prokureurs van het Hooggerechtshof.

(2) De Raad van de Ingelijfde Vereniging van Rechtspraktizijns van de Kaap Provincie kan ter kennis van 't Hooggerechtshof alle feiten betreffende het gedrag van zodanige agenten brengen welke, naar 't oordeel van de Raad ter kennis van het Hooggerechtshof dienen te worden gebracht, op dezelfde wijze alsof zodanig agent een prokureur was van 't Hooggerechtshof.

(3) Wanneer volgens de mening van een rechterlik ambtenaar, een rechtspraktizijn zich schuldig maakt aan wangedrag of oneerbare praktijk, zal hij het geval moeten rapporteren aan de Ingelijfde Vereniging van Rechtspraktizijns van de Kaap Provincie.

HOOFDSTUK V.

Regels van 't Hof.

23. De regels tot regeling van de praktijk, de procedure, fooien, kosten en onkosten van magistraatshoven zijn, met inachtneming van artikels *vier en twintig* en *vijf en twintig*, vervat in de Tweede Bijlage tot deze Proklamatie. Alle regels voormeld alsmede alle regels vastgesteld ingevolge de twee laatstgenoemde artikels hebben dezelfde kracht als waren zij vervat in deze Proklamatie.

24. (1) Er zal zijn een Regelingsraad belast met de vaststelling van regels betreffende de onderwerpen genoemd in het eerstvolgend artikel.

(2) Zodanige Raad bestaat uit de Hoofdmagistraat van het Transkei-gebied of bij zijn afwezigheid de assistent-hoofdmagistraat en drie magistraten en drie prokureurs van of praktizerende in het Transkei-gebied goedgekeurd door de Goeverneur-generaal tot wederopzeggens.

(3) De hoofdmagistraat of bij zijn afwezigheid de assistent-hoofdmagistraat presideert bij de verrichtingen van de Raad en heeft een beraadslagende en een beslissende stem.

(4) Drie leden van de Raad maken 'n quorum uit.

25. (1) Behoudens de bepalingen van dit artikel kan de Regelingsraad regels in verband met enige zaken vervat in de Tweede Bijlage tot deze Proklamatie veranderen of wijzigen alsook de regeling van de volgende onderwerpen betreffende magistraatshoven en het Naturelle Appèlhof—

(*a*) de wijze en vorm van procedure;
(*b*) de wijze en vorm van bewijslevering;
(*c*) de wijze van diening;
(*d*) de verlening van summier vonnis;
(*e*) de akten, die gehouden moeten worden;
(*f*) wanneer en hoe zekerheid gesteld moet worden;
(*g*) de openlegging van dokumenten;
(*h*) gerechtelike inbetaling, hetzij als aanbod van betaling of bij wijze van schikking of hangende de uitslag van een tussenpleitgeding;

(*i*) the manner of executing judgments;
(*j*) the manner of proceeding in appeals;
(*k*) the appointment of assessors and the definition of their functions;
(*l*) dismissal for want of prosecution;
(*m*) the duties of officers of the court;
(*n*) taxation of bills of costs;
(*o*) the forms to be used;
(*p*) the conditions, as to payment of costs, fees, and charges, and otherwise, upon which persons may be allowed to sue and defend as paupers; and
(*q*) generally in regard to all the matters dealt with in the Second Schedule to this Proclamation and for giving full effect to the jurisdiction conferred upon magistrates' courts and the Native Appeal Court by any law now or hereafter in force.

(2) Different rules may be made as to different classes of cases.

(3) Every rule made and the alteration or rescission of every rule shall be subject to the approval of the Governor-General which shall be notified by publication in two successive ordinary issues of the *Government Gazette*, and shall take effect from some day prescribed in such notice not less than one month from the date of second publication.

PART II.—CIVIL MATTERS.

CHAPTER VI.

Civil Jurisdiction.

26. (1) Except where it is otherwise by law provided, the area of jurisdiction appertaining to any court shall be the district or sub-district for which such court is established.

(2) Where in any district a sub-district has been created, the court of the district shall have no jurisdiction in the sub-district.

27. The jurisdiction of a periodical court within the area for which it has been appointed shall be subject to the following provisions:—

(*a*) The court of a district within which the said area or any part thereof is situate shall retain concurrent jurisdiction with the periodical court within such portions of such area as shall be situate within such district; and
(*b*) no person shall, without his own consent, be liable to appear as a party before any periodical court to answer any claim unless he resides nearer to the place where the periodical court is held than to the seat of magistracy of the district.

28. (1) Saving any other jurisdiction assigned to any courts by this Proclamation or any other law, the persons in respect of whom the court shall have jurisdiction shall be—

(*a*) any person who resides, carries on business or is employed within the district;
(*b*) any partnership whose business premises are situated or any member whereof resides within the district;
(*c*) any person whatever, in respect of any proceedings incidental to any action or proceeding instituted in the court by such person himself;
(*d*) any person, whether or not he resides, carries on business or is employed within the Union, if the cause of action arose wholly within the district;
(*e*) any party to interpleader proceedings, if—
(i) the execution creditor and every claimant to the subject matter of the proceedings reside, carry on business, or are employed within the district;
(ii) the subject-matter of the proceedings has been attached within the district;
(*f*) any defendant (whether in convention or reconvention) who appears and takes no objection to the jurisdiction of the court.

(2) "Person" or "defendant" in this section includes the Government of the Union, the South African Railways and Harbours, and the Cape Provincial Administration.

29. Subject to the provisions of this Proclamation and sub-section (2), section *six* of Union Proclamation No. 142 of 1910, the jurisdiction of the court shall embrace all civil suits and proceedings.

30. (1) Subject to the limits of jurisdiction prescribed by this Proclamation, the court may grant against persons and things orders for arrest *tanquam suspectus de fuga*, attachments, interdicts and *mandamenten van spolie*.

(2) Confirmation by the court of any such attachment or interdict in the judgment in the action shall operate as an extension of the attachment or interdict until execution or further order of the court.

(3) No order of personal arrest *tanquam suspectus de fuga* shall be made unless the following conditions are complied with:—i.e. unless—

(*a*) the cause of action appears to amount, exclusive of costs, to at least fifteen pounds; and
(*b*) the applicant appears to have no security for the debt or only security falling short of the amount of the debt by at least fifteen pounds; and
(*c*) it appears that the respondent is about to remove from the Union.

31. (1) When a summons is issued in which is claimed the rent of any house, land, or premises, the plaintiff may include in such summons a notice prohibiting any person from removing any of the furniture or other effects therein or thereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the court.

(2) Such notice shall operate to interdict any person having knowledge thereof from removing any such furniture or effects.

(3) Any person affected by such notice may apply to the court to have the same set aside.

32. (1) Upon an affidavit by or on behalf of the landlord of any house, land or premises situate within the district that an amount of rent is due and in arrear in regard to the said house, land, or premises, and that the said rent has been demanded in writing for the space of seven days and upwards, or, if not so

(*i*) de wijze van tenuitvoerlegging van vonnissen;
(*j*) de wijze van procederen en appèl;
(*k*) de aanstelling van assessoren en de omschrijving van hun funkties;
(*l*) afwijzing van de zaak wegens niet-vervolging;
(*m*) de werkkring van beambten van het hof;
(*n*) taksatie van kosterekeningen;
(*o*) de te gebruiken formulieren;
(*p*) de voorwaarden, betreffende de betaling van kosten, fooien en onkosten, en anderszins, waarop personen als behoeftigen eisend of verwerend in rechten mogen optreden; en
(*q*) in 't algemeen betreffende alle aangelegenheden behandeld in de Tweede Bijlage tot deze Proklamatie en ten einde aan de jurisdiktie bij enige tans of hierna geldende wet aan magistraatshoven toegekend, de volle werking te verzekeren.

(2) Verschillende regels kunnen worden vastgesteld voor verschillende soorten van zaken.

(3) Elke regel opgesteld en enige verandering of wijziging van elke regel is onderworpen aan de goedkeuring van de Goeverneur-generaal waaromtrent kennis gegeven zal worden door publikatie in twee achtereenvolgende gewone uitgaven van de *Staatskoerant*, en zal in werking treden van af 'n dag in zodanige kennisgeving vermeldt, niet minder dan een maand na datum van de tweede publikatie.

AFDELING II.—CIVIELE ZAKEN.

HOOFDSTUK VI.

Civiele Jurisdiktie.

26. (1) Voorzover wettelik niet anders voorzien is, strekt het rechtsgebied van een hof zich uit over het distrikt of subdistrikt, waarvoor het hof ingesteld is.

(2) Is in een distrikt een subdistrikt ingesteld, dan heeft het hof van het distrikt geen jurisdiktie in het subdistrikt.

27. Ten aanzien van de jurisdiktie van een periodiek hof binnen het gebied waarvoor het ingesteld is, gelden de volgende bepalingen:—

(*a*) Het hof van een distrikt, waarin voormeld gebied of enig deel daarvan gelegen is, behoudt naast het periodiek hof konkurrente jurisdiktie binnen die gedeelten van dat gebied, welke in zodanig distrikt gelegen zijn; en
(*b*) niemand kan, buiten zijn toestemming als verweerder voor een periodiek hof worden betrokken, tenzij hij dichter bij de plaats woont waar het periodiek hof zitting houdt dan waar de magistraatszetel van het distrikt gevestigd is.

28. (1) Behoudens enige andere jurisdiktie bij deze Proklamatie of een andree wet aan hoven verleend, is het hof bevoegd te oordelen over de volgende personen—

(*a*) ieder persoon, die in het distrikt woont, bezigheid drijft of in dienstbetrekking is;
(*b*) iedere vennootschap, waarvan een bezigheidsperceel gelegen is of een lid woont in het distrikt;
(*c*) ieder persoon hoegenaamd, ten aanzien van procedures in verband met een aktie of procedure door zodanig persoon zelf in het hof ingesteld;
(*d*) ieder persoon, al dan niet in de Unie wonende, bezigheid drijvende of in dienstbetrekking zijnde, indien de schuldoorzaak geheel en al in het distrikt ontstond;
(*e*) iedere partij in een tussenpleitgeding, indien—
(i) de eksekutie-schuldeiser en elke reklamant van het onderwerp van het geding woont, bezigheid drijft of in dienstbetrekking is in het distrikt; of
(ii) het onderwerp van het geding gerechtelik in beslag genomen is in het distrikt.
(*f*) iedere verweerder (hetzij in konventie of rekonventie) die verschijnt en geen bezwaar maakt tegen de bevoegdheid van het hof.

(2) Onder "persoon" en "verweerder" in dit artikel is begrepen het Goevernement van de Unie, de Zuidafrikaanse Spoorwegen en Havens en de Kaapse Provinciale Administratie.

29. Behoudens de bepalingen van deze Proklamatie en subartikel (2) van artikel *zes* van Unie Proklamatie No. 142 van 1910, behelst de jurisdiktie van het hof alle civiele gedingen en vervolgingen.

30. (1) Het hof kan, binnen de grenzen van de bevoegdheid aan hetzelve bij deze Proklamatie toegekend, tegen personen en zaken order van arrest *tanquam suspectus de fuga*, beslagleggingen, interdikten en mandamenten van spolie verlenen.

(2) De bekrachtiging van zulk een beslaglegging of interdikt door het hof bij het vonnis in de aktie uitgesproken heeft tot gevolg dat de beslaglegging of het interdikt van kracht blijft totdat de tenuitvoerlegging geschiedt is of tot nadere order van 't hof.

(3) Geen order voor persoonlik arrest *tanquam suspectus de fuga* wordt verleend tenzij aan de volgende voorwaarden voldaan is; te weten, tenzij—

(*a*) de schuldoorzaak een bedrag, met uitsluiting van kosten van ten minste £15 blijkt te belopen; en
(*b*) de applikant geen zekerheid voor de schuld blijkt te hebben of slechts zekerheid, die de schuld voor een bedrag van ten minste £15 niet dekt; en
(*c*) het blijkt dat de respondent voornemens is het Transkeigebied te verlaten.

31. (1) Wordt een dagvaarding uitgereikt waarin de huurgelden van een huis, stuk grond of perceel geëist worden, dan kan de eiser, in de dagvaarding een kennisgeving stellen, waarbij aan een iegelik verboden wordt de meubelen of andere effekten daarop of daarin, die aan eisers huurverband onderhevig zijn, te verwijderen, totdat een desbetreffende order door het hof verleend is.

(2) Zodanige kennisgeving werkt als een interdikt aan ieder die daarvan kennis draagt, om de meubelen of effekten te verwijderen.

(3) Ieder wiens rechten door zodanige kennisgeving verkort worden, kan het hof om terzijdestelling daarvan verzoeken.

32. (1) Op grond van een schriftelik beëdigde verklaring door of van wege de verhuurder van een huis, stuk grond of perceel gelegen binnen het distrikt, dat een bedrag aan huurgelden achterstallig en verschuldigd is ten opzichte van het huis, het stuk grond of het perceel en dat tot betaling van de huurgelden voormeld sedert zeven dagen of langer in geschrifte aangemaand is of bij gebreke van zodanige aanmaning, dat de deponent gelooft dat

demanded, that the deponent believes that the tenant is about to remove the movable property in and upon the said premises, in order to defeat and avoid the payment of the rent so due and in arrear, and upon security being given to the satisfaction of the clerk of the court to pay and satisfy all damages, costs, and charges which the tenant of such house, land, or premises, or any other person, may sustain or incur by reason of the seizure or arrest herein after mentioned, if the said seizure and arrest are thereafter set aside, the court may, upon application, issue an order to the messenger authorizing and requiring him to seize and arrest so much of the movable property in or upon the house, land, or premises in question, and subject to the landlord's hypothec for rent as may be sufficient to satisfy the amount of rent due and in arrear, together with the costs of such application and of any action for the said rent.

(2) Any person affected by such order may apply to have it set aside.

(3) A respondent whose property has been so attached may by notice in writing to the clerk of the court admit that such property is subject to the landlord's hypothec for an amount to be specified in such notice and may consent that such property be sold in satisfaction of such amount and costs; and such notice shall have the same effect as a consent to judgment for the amount specified.

33. The court may appoint a curator *ad litem* in any case in which such a curator is required or allowed by law for a party to any proceedings brought or to be brought before the court.

34. In any action the court may of its own motion or upon the application of either party, summon to its assistance one or more persons of skill and experience in the matter to which the action relates who may be willing to sit and act as assessors in an advisory capacity.

35. (1) An action or proceeding may, with the consent of all the parties thereto, or upon the application of any party thereto, and upon its being made to appear that the trial of such action or proceeding in the court wherein summons has been issued may result in undue expense or inconvenience to such party, be transferred by the court to any other court.

(2) An interpleader action may, at the discretion of the court, be remitted for trial to the court in which the judgment was given.

(3) An action commenced in a periodical court may, at the discretion of the court, be transferred to the court of the district, or vice versa.

(4) "Action," "claim," and "summons" include "claim in reconvention," and "plaintiff" and "defendant" include "plaintiff in reconvention" and "defendant in reconvention" respectively.

36. (1) The court may rescind or vary any judgment granted by it in the absence of the party against whom that judgment was granted.

(2) The court may rescind or vary any judgment granted by it which was void *ab origine* or was obtained by fraud or by mistake common to the parties.

(3) The court may correct patent errors in any judgment in respect of which no appeal is pending.

(4) The court may rescind or vary any judgment in respect of which no appeal lies.

37. A magistrate's court shall have no jurisdiction in matters—

(*a*) in which the status of a person in respect of mental capacity is sought to be affected;
(*b*) in which is sought a decree of perpetual silence;
(*c*) in which *namptissement* is sought; or
(*d*) in which the validity or interpretation of a will or other testamentary document is in question.

38. The court may, as the result of the trial of an action, grant—

(*a*) judgment for the plaintiff in respect of his claim in so far as he has proved the same;
(*b*) judgment for the defendant in respect of his defence in so far as he has proved the same;
(*c*) absolution from the instance, if it appears to the court that the evidence does not justify the court in giving judgment for either party;
(*d*) such judgment as to costs as may be just.

39. (1) Any action in which the amount of the claim exceeds one hundred pounds, exclusive of interest and costs, may, upon application to the court by the defendant, or if there is more than one defendant, by any defendant, be removed to the provincial or local division having jurisdiction where the court is held, subject to the following conditions and provisions:—

(*a*) Notice of intention to make such application shall be given to the plaintiff, and to other defendants (if any) before the date on which the action is set down for hearing;
(*b*) the notice shall state that the applicant objects to the action being tried by the court or any magistrate's court;
(*c*) the applicant shall give such security as the court may determine and approve, for payment of the amount claimed and such further amount to be determined by the court not exceeding one hundred pounds, for costs already incurred in the action and which may be incurred in the said provincial or local division.

Upon compliance by the applicant with those conditions and provisions, all proceedings in the action in the court shall be stayed, and the action and all proceedings therein shall, if the plaintiff so requires, be as to the defendant or defendants, forthwith removed from the court into the provincial or local division aforesaid having jurisdiction. Upon the removal, the summons in the court shall, as to the defendant or defendants, stand as the summons in the division to which the action is removed, the return date thereof being the date of the order of removal in an action other than one founded on a liquid document, and, in an action founded on a liquid document, being such convenient day on which the said division sits for the hearing of provisional sentence cases, as the court may order:

de huurder op het punt staat de losse goederen in en op het betrokken perceel te verwijderen, ten einde de betaling van de verschuldigde en achterstallige huurgelden te verijdelen en te ontduiken, en mits ten genoegen van de klerk van 't hof zekerheid gesteld worde voor alle schade, kosten en onkosten, die de huurder van het huis, stuk grond of perceel of enig ander persoon mocht lijden ten gevolge van de na te melden inbeslagneming, indien zodanige inbeslagneming later ter zijde gezet mocht worden, kan het hof, op applikatie daartoe, bij order de bode gelasten een genoegzame hoeveelheid van de losse goederen, die aan verhuurders verband voor huurgelden onderhevig zijn, in of op het betrokken huis, het stuk grond of het perceel in beslag te nemen, om het bedrag van de verschuldigde en achterstallige huurgelden, tezamen met de kosten van zodanige applikatie en van enige aktie voor de huurgelden voormeld te dekken.

(2) Ieder wiens rechten door zodanige order verkort worden, kan de terzijdestelling daarvan verzoeken.

(3) De respondent wiens goederen alzo in beslag genomen zijn, kan bij schriftelike kennisgeving aan de klerk van 't hof erkennen, dat zodanige goederen aan het verband van verhuurder onderhevig zijn voor een in de kennisgeving te noemen bedrag en kan zijn toestemming geven dat de betrokken goederen ter voldoening van zodanig bedrag en de kosten verkocht worden. Deze kennisgeving heeft hetzelfde gevolg als een toestemming tot vonnis voor het bepaald bedrag.

33. Het hof kan een kurator *ad litem* in enig geval aanstellen waarin partijen in een zaak, die bij het hof aangebracht is of zal worden, rechtens zodanige kurator nodig hebben of mogen hebben.

34. In iedere aktie kan het hof van zijn eigen motie of op applikatie van een van de partijen, de hulp inroepen van een of meer personen die in de zaak, waarop de aktie betrekking heeft, kundig en ervaren en tevens bereid zijn als assessoren in 'n raadgevende hoedanigheid zitting te nemen.

35. (1) Een aktie of procedure kan, met onderling goedvinden van alle partijen, of op applikatie van een van de partijen, en nadat aangetoond is dat het verhoor van zodanige aktie in het hof waarin dagvaarding is uitgereikt zodanige partij onrechtmatige kosten of ongerief kan veroorzaken, door het hof naar een ander hof worden overgebracht.

(2) Tussenpleitdagvaardingen kunnen, ter beoordeling van het hof, ter behandeling worden verwezen naar het hof waarin het vonnis gegeven werd.

(3) Akties aangevangen in een periodiek hof kunnen, ter beoordeling van het hof, worden overgebracht naar het hof van 't distrikt, of omgekeerd.

(4) "Aktie," "eis" en "dagvaarding" bevatten "eis in rekonventie" en "eiser" en "verweerder" bevatten "eiser in rekonventie" en "verweerder in rekonventie" respektievelik.

36. (1) Het hof kan een vonnis, door hetzelve in 't afwezen van de veroordeelde partij gegeven, te niet doen of wijzigen.

(2) Het hof kan een door hetzelve gewezen vonnis te niet doen of wijzigen, indien dat vonnis van aanvang aan nietig was of verkregen werd door bedrog of ten gevolge van een aan partijen gemene dwaling.

(3) Het hof kan klaarblijkelike misslagen herstellen in vonissen ten aanzien waarvan geen appèl aanhangig is.

(4) Het hof kan een vonnis, dat niet aan appèl onderhevig is, te niet doen of wijzigen.

37. Een magistraatshof heeft geen jurisdiktie in zaken—

(*a*) rakende de staat van 'n persoon ten opzichte van geestelike bekwaamheid;
(*b*) waarin een dekreet van eeuwigdurend stilzwijgen gevorderd wordt;
(*c*) waarin handvulling (*namptissement*) gevorderd wordt

38. Het hof kan, op de aktie uitspraak doende—

(*a*) vonnis ten gunste van eiser geven ten aanzien van zijn vordering, voorzover hij dezelve bewezen heeft;
(*b*) vonnis ten gunste van verweerder geven ten aanzien van zijn verdediging voorzover hij dezelve bewezen heeft;
(*c*) absolutie van de instantie verlenen, wanneer blijkt dat de getuigenis van dien aard is, dat het niet gewettigd zou zijn vonnis ten gunste van de een of de andere partij te geven;
(*d*) zodanig vonnis geven betreffende de kosten als billik mocht zijn.

39. (1) Elke aktie waarin het bedrag van de vordering, rente en kosten niet inbegrepen, de som van honderd pond te boven gaat, kan op applikatie aan het hof gedaan door de verweerder, of indien er meer dan één verweerder is, door enige verweerder, worden overgebracht naar de bevoegde provinciale of plaatselike afdeling waar het hof zit, onderworpen aan de volgende voorwaarden en voorzieningen:—

(*a*) Kennis van het voornemen om zodanige applikatie te maken moet aan de eiser en aan andere verweerders (indien er zijn) worden gegeven vóór de datum waarop de aktie voor verhoor op de rol geplaatst is;
(*b*) de kennisgeving moet verklaren dat de applikant zich er tegen verzet dat de aktie gehoord wordt door het hof of door enig magistraatshof;
(*c*) de applikant moet zodanige zekerheid stellen als het hof mocht bepalen en goedkeuren voor de betaling van het gevorderde bedrag en zodanig verder door het hof te bepalen bedrag van ten hoogste honderd pond voor de kosten die reeds in de aktie gemaakt zijn en die in bedoelde provinciale of plaatselike afdeling mochten worden gemaakt.

Zodra door de applikant aan voormelde voorwaarden en voorzieningen voldaan is, worden alle gerechtelike verrichtingen in de aktie in het hof gestaakt, zullende de aktie en alle verrichtingen daarin, indien de eiser zulks verlangt, wat betreft de verweerder of verweerders, onverwijld uit het hof worden overgebracht naar de bevoegde provinciale of plaatselike afdeling voormeld. Na de overbrenging zal de dagvaarding in het hof, wat betreft de verweerder of verweerders, standhouden als de dagvaarding in de afdeling waarheen de aktie overgebracht is, zullende de dag van inlevering daarvan zijn de datum van de order van overbrenging in alle akties die niet gegrond zijn op een likwiede dokument, en in een aktie gegrond op een likwiede dokument zulk een geriefelike dag waarop voormelde afdeling zit voor het horen van zaken voor provisioneel vonnis, als het hof mocht bevelen:

Provided that the plaintiff in the action may, instead of requiring the action to be so removed, issue a fresh summons against the defendant or defendants in any competent court and the costs already incurred by the parties to the action shall be costs in the cause.

(2) If the plaintiff is successful in an action so removed to a provincial or local division, he may be awarded costs as between attorney and client.

CHAPTER VII.

Witnesses and Evidence.

40. (1) Any party to any civil action or other proceeding where the attendance of witnesses is required may procure the attendance of any witness (whether residing or for the time being within the district or not) in the manner in the rules provided.

(2) (*a*) If any person, being duly subpœnaed to give evidence or to produce any books, papers, or documents in his possession or under his control, which the party requiring his attendance desires to show in evidence, fails, without lawful excuse, to attend or to give evidence or to produce those books, papers, or documents according to the subpœna or, unless duly excused, fails to remain in attendance throughout the trial, the court may, upon being satisfied upon oath or by the return of the messenger that such person has been duly subpœnaed and that his reasonable expenses have been paid or offered to him, impose upon the said person a fine, not exceeding twenty-five pounds, for his default, and in default of payment imprisonment for a period not exceeding one month, whether or not such person is otherwise subject to the jurisdiction of the court.

(*b*) If any person so subpœnaed shall fail to appear or, unless duly excused, to remain in attendance throughout the trial the court may also, upon being satisfied as aforesaid and in case no lawful excuse for such failure shall seem to the court to exist, issue a warrant for his apprehension in order that he may be brought up to give his evidence and to be otherwise dealt with according to law, whether or not such person is otherwise subject to the jurisdiction of the court.

(*c*) The court may, on cause shown, remit the whole or any part of any fine or imprisonment which it may have imposed under this sub-section.

(*d*) The court may order the costs of any postponement or adjournment occasioned by the default of a witness or any portion of such costs to be paid out of any fine imposed upon such witness.

41. (1) Whenever a party or witness resides or is in a district other than that wherein the case is being heard, the court may, if it appears to be consistent with the ends of justice, upon the application of either party approve of such interrogatories as either party shall desire to have put to such party or witness and shall transmit the same, together with any further interrogatories framed by the court, to the court of the district within which such witness resides or is.

(2) The last-mentioned court shall thereupon subpœna such party or witness to appear and upon his appearance shall take his evidence in manner and form as if he were a party or witness in a case pending before that court, and shall put to the party or witness the said interrogatories and such other questions as may seem to it necessary to obtain full and true answers to the interrogatories and shall record the evidence of the party or witness and shall transmit such record to the court in which such case is pending. The said record shall (subject to all lawful objections) be received as evidence in that case.

(3) Every party or witness so subpœnaed to appear shall be liable to the like penalties in case of non-attendance or failure to give evidence or to produce books, papers, or documents as if he had been subpœnaed to give evidence in the court of the district in which he resides or is.

42. (1) The court may in any case which is pending before it, where it may be necessary or expedient and consistent with the ends of justice so to do, appoint a person to be a commissioner to take the evidence of any witness, whether within the Union or elsewhere, upon the request of one of the parties to such case and after due notice to the other party.

(2) The person so appointed shall put to such witness such questions as have been transmitted to him on agreement between the parties, or otherwise shall allow the parties to examine such witness, and shall be permitted himself to examine such witness as if the witness were being examined in court, and shall record the evidence or cause it to be recorded, whereupon the evidence taken down shall be read over to the witness and shall be signed by him.

(3) The said record shall (subject to all lawful objections) be received as evidence in the case.

CHAPTER VIII.

Execution.

43. Any court which has jurisdiction to try any action against any party thereto shall have jurisdiction to issue against any party thereto any form of process in execution of its judgment in such action.

44. (1) A judgment shall become superannuated by the lapse of three years from the day on which it was pronounced, and execution against property may not thereafter be issued upon it; but it may be revived for the purpose of the issue of such execution on the application and at the expense of the judgment creditor, after due notice to the judgment debtor to show cause why it should not be revived either in the Court in which judgment was pronounced or in any court having jurisdiction in respect of the judgment debtor.

(2) The period of superannuation of a decree of civil imprisonment shall run from the date of the last payment made thereunder or, if no payment has been made thereunder, from the date of the decree, but it may be revived in the same manner as a judgment.

(3) A warrant of execution once issued shall remain of force until the judgment on account of which it was issued has been satisfied.

Met dien verstande dat de eiser in de aktie, in plaats van overbrenging van de aktie als voormeld te vorderen, een nieuwe dagvaarding tegen de verweerder of verweerders in een bevoegd hof kan uitnemen, zullende de kosten reeds door de partijen tot de aktie belopen kosten zijn van het geding.

(2) Wanneer een alzo naar een provinciale of plaatselike afdeling overgebrachte aktie ten gunste van de eiser beslist wordt, kunnen hem de kosten worden toegewezen tussen prokureur en kliënt.

HOOFDSTUK VII.

Getuigen en Bewijslevering.

40. (1) Iedere partij in een civiele aktie of andere zaak, waar de verschijning van getuigen vereist is, kan de verschijning van een getuige (hetzij al dan niet in het distrikt wonende of tijdelik verblijf houdende) verkrijgen op de wijze voorzien in de regels.

(2) (*a*) Wanneer iemand, behoorlik gedagvaard zijnde om getuigenis af te leggen of boeken, geschriften of dokumenten onder zijn berusting of beschikking voor te leggen welke de partij die zijn aanwezigheid verlangt als bewijsstukken wenst te tonen, zonder geldige reden verzuimt te verschijnen of getuigenis af te leggen of de boeken, geschriften of dokumenten overeenkomstig de subpœna voor te leggen of, zonder behoorlik verschoond te zijn, niet gedurende de gehele terechtzitting aanwezig blijft, kan het hof, wanneer aan hetzelve bij verklaring onder ede of, uit relaas van de bode blijkt, dat de betrokken persoon behoorlik gedagvaard is en zijn redelike uitgaven aan hem betaald of aangeboden zijn, hem wegens zijn verzuim beboeten met een som van ten hoogste vijf en twintig pond of bij wanbetaling gevangenisstraf opleggen van ten hoogste een maand, onverschillig of zodanig persoon overigens aan de jurisdiktie van het hof onderworpen is.

(*b*) Wanneer iemand, die alzo als getuige gedagvaard is verzuimt te verschijnen of, zonder behoorlik verschoond te zijn, gedurende de gehele terechtzitting aanwezig te blijven, kan het hof ook, na bewijs als voormeld en mits er geen geldige reden voor het verzuim schijnt te zijn, een lastbrief voor zijn gevangenneming uitreiken, ten einde hem voor het hof te brengen om getuigenis af te leggen en om anderszins volgens wet te worden behandeld, hetzij zodanig persoon al dan niet onderworpen is aan de jurisdiktie van het hof.

(*c*) Het hof kan, wanneer gegronde redenen aangevoerd worden, een boete of gevangenisstraf onder dit subartikel opgelegd, geheel of ten dele vrijschelden.

(*d*) Het hof kan bevelen dat de kosten van een uitstel of verdaging, die het gevolg is van het verzuim van een getuige, geheel of ten dele zullen worden betaald uit de boete, die aan getuige opgelegd mocht zijn.

41. (1) Wanneer een partij of getuige woont of zich bevindt in een ander distrikt dan dat waarin de zaak gehoord wordt, kan het hof, indien zijns inziens het rechtsbelang daardoor gediend zou zijn, op verzoek van een van de partijen, zodanige vraagpunten goedkeuren als waarop de betrokken partij de partij of getuige verhoord wenst te hebben, zullende dezelve, tezamen met enige verdere door het hof gestelde vraagpunten worden overgemaakt aan het hof van 't distrikt waarin de getuige woont of zich bevindt.

(2) Laatstgenoemd hof dagvaardt daarop de betrokken partij of getuige voor zich en verhoort hem op de wijze en in de vorm waarop partij of getuigen in een voor dat hof aanhangige zaak ondervraagd worden. Het verhoort hem op de vraagpunten voormeld en op andere punten die kunnen strekken om volledige en ware antwoorden op de vraagpunten te verkrijgen. De verklaringen van de partij of getuigen worden door hetzelve in schrift gebracht en aan het hof gezonden waarin de zaak dient. Het verslag van deze verklaringen wordt behoudens alle wettige objekties als getuigenis in de zaak aangenomen.

(3) Een partij of getuige die gedagvaard is als voorzegd, is wegens niet verschijning of bij verzuim van getuigenis af te leggen of boeken, geschriften, of dokumenten voor te leggen onderworpen aan dezelfde straffen, die toepasselik zouden zijn, indien hij als getuige gedagvaard was in het hof van 't distrikt waarin hij woont of zich bevindt.

42. (1) Het hof kan in een daarin hangende zaak, wanneer zulks nodig of wenselik is en het rechtsbelang daardoor gediend zou zijn, iemand als kommissaris aanstellen om op daartoe strekkend verzoek van een van de partijen tot de zaak en na behoorlike kennisgeving aan de andere partij, binnen de Unie of elders getuigeverklaringen af te nemen.

(2) De alzo aangestelde kommissaris stelt aan de getuigen zulke vragen als aan hem met onderling goedvinden van de partijen toegezonden zijn, of geeft aan de partijen verlof om de getuige te verhoren. Hij is tevens bevoegd zelf de getuige te ondervragen alsof dezelve op een terechtzitting verschenen was. De door de getuige afgelegde verklaringen moet hij in schrift brengen of doen brengen, waarna de opgeschreven getuigenis aan de getuige voorgelezen en door deze getekend wordt.

(3) Het verslag van de verklaringen wordt behoudens alle wettige objekties als getuigenis in de zaak aangenomen.

HOOFDSTUK VIII.

Tenuitvoerlegging van Vonnis.

43. Ieder hof dat bevoegd is kennis te nemen van een aktie is tevens bevoegd, ter uitvoering van het vonnis in de aktie gewezen, een lastbrief tot exekutie uit te reiken.

44. (1) Een vonnis verjaart door verloop van drie jaren vanaf de dag waarop het gegeven is, zullende daarna uit hoofde daarvan geen lastbrief tot exekutie tegen goederen mogen worden uitgereikt. Zodanig vonnis kan echter, ten einde een lastbrief als voormeld te mogen uitreiken, op applikatie en op kosten van de vonnis-schuldeiser worden hernieuwd, nadat de vonnis-schuldenaar behoorlik aangezegd is, om redenen aan te voeren, waarom het vonnis niet zal worden hernieuwd, hetzij in het hof waarin het gegeven is of in een ander hof dat jurisdiktie heeft over de vonnis-schuldenaar.

(2) De verjaringstermijn van een bevel tot gijzeling loopt van de dag waarop de laatste betaling uit hoofde daarvan gedaan is, of wanneer geen betaling daaronder gedaan is dan van de dag van het bevel, zullende dit op dezelfde wijze als een vonnis kunnen worden hernieuwd.

(3) Een lastbrief tot exekutie, eens uitgereikt, blijft van kracht totdat het vonnis ter zake waarvan hij uitgereikt is, voldaan is.

45. The court may, on good cause shown, stay or set aside any warrant of execution or arrest issued by such court.

46. Any person who has, either by cession or by operation of law, become entitled to the benefit of a judgment debt may, after notice to the judgment creditor and the judgment debtor, be substituted on the record for the judgment creditor and may obtain execution or process in aid and in the manner provided for judgment creditors.

47. (1) Whenever a court gives judgment for the payment of money the amount shall be recoverable, in case of failure to pay the same forthwith or at the time or times and in the manner ordered by the court, by execution against the movable property and, if there be not found sufficient movable property to satisfy the judgment, then against the immovable property of the party against whom such judgment has been given.

(2) Where it is required that immovable property subject to any claim ranking in priority to that of the judgment creditor be sold in execution, such property shall be sold only through the sheriff after process in aid to that end shall have been granted by a superior court having jurisdiction.

48. In respect of any process of execution issued out of any court the following property shall be protected from seizure, and shall not be attached or sold, to wit:—

(*a*) The necessary beds, bedding, and wearing apparel of the person against whose property execution is levied, and of his family;

(*b*) the necessary furniture and household utensils in so far as the same do not exceed in value the sum of fifteen pounds;

(*c*) the supply of food and drink in the house sufficient for the needs of such person and of his family during one month;

(*d*) tools and implements of trade, and tools necessarily used in the cultivation of land, in so far as any such tools or implements do not exceed in value the sum of twenty pounds;

(*e*) professional books, documents, or instruments, necessarily used by such person in his profession, in so far as the same do not exceed in value the sum of twenty pounds;

(*f*) such arms and ammunition as the person in respect of whose property execution has been issued is required by law, regulation, or disciplinary order to have in his possession as part of his equipment.

49. (1) The messenger executing any process of execution against movable property may, by virtue of such process, also seize and take any money or bank-notes, and may seize, take and sell in execution cheques, bills of exchange, promissory notes, bonds, or securities for money belonging to any person against whom any such execution shall have been issued as aforesaid.

(2) The messenger may also hold any cheques, bills of exchange, promissory notes, bonds, or securities for money which shall have been seized or taken, as security for the benefit of the execution creditor for the amount directed to be levied by the execution so far as it is still unsatisfied; and the execution creditor may, when the time of payment shall have arrived, sue in the name of the execution debtor, or in the name of any person in whose name the execution debtor might have sued, for the recovery of the sum secured or made payable thereby.

(3) The messenger may also under any process of execution against movable property attach and sell in execution the interest of the execution debtor in any movable property belonging to him and pledged or sold under a suspensive condition to a third person, and may also sell the interest of the execution debtor in property movable or immovable leased to the execution debtor or sold to him under any hire purchase contract or under a suspensive condition.

(4) Whenever, if the sale had not been in execution, it would have been necessary for the execution debtor to endorse a document or to execute a cession in order to pass the property to a purchaser, the messenger may so endorse the document or execute the cession, as to any property sold by him in execution.

(5) The messenger may also, as to immovable property sold by him in execution, do anything necessary to effect registration of transfer. Anything done by the messenger under this sub-section or sub-section (4) shall be as valid and effectual as if he were the execution debtor.

(6) Where judgment is given against a member of a partnership or syndicate in an action in which he individually was plaintiff or defendant, his interest in the partnership or syndicate may be attached and sold in execution.

50. (1) Where any person, not being the judgment debtor makes any claim to or in respect of any property attached or about to be attached in execution under the process of any court, or to the proceeds of such property sold in execution, his claims shall be adjudicated upon after issue of a summons in the manner provided by the rules.

(2) Upon the issue of such summons any action which may have been brought in any court whatsoever in respect of such claim shall be stayed and the court in which such action has been brought or any judge or judicial officer thereof may, on proof of the issue of such summons, order the party bringing such action to pay the costs of all the proceedings in such action after the issue of the aforesaid summons, and such action shall abide the result of the proceedings taken upon such summons.

51. A sale in execution by the messenger shall not, in the case of movable property after delivery thereof or in the case of immovable property after registration of transfer, be liable to be impeached as against a purchaser in good faith and without notice of any defect.

52. If, after a sale in execution, there remains any surplus in the hands of the messenger, it shall be liable to attachment for any other unsatisfied judgment debt.

53. (1) The court may order the attachment of any debt, salary, or wages actually due to a judgment debtor by any other person residing, carrying on business, or employed within the district to the amount necessary to satisfy the judgment and the costs of the proceedings for attachment, whether such judgment

45. Het hof kan, wanneer gegronde redenen aangevoerd worden, een lastbrief tot exekutie of arrest, door hetzelve uitgereikt, opschorten of te niet doen.

46. Ieder die hetzij door cessie hetzij uit krachte van de wet een vonnisvordering verworven heeft, kan, na kennisgeving aan de vonnis-schuldeiser en de vonnis-schuldenaar, op de rol in de plaats worden gesteld van de vonnis-schuldeiser en is tot een lastbrief tot exekutie of tot rechtshulp gerechtigd op de wijze voorzien voor vonnis-schuldeisers.

47. (1) Wanneer een hof vonnis geeft voor de betaling van geld, kan het toegewezen bedrag, in geval van niet-betaling daarvan, hetzij dadelik hetzij op de tijd of tijden en op de wijze bij het hof bepaald, bij eksekutie worden verhaald op de losse goederen, en, ingeval dezelve niet toereikend zijn om het vonnis te voldoen, op de vaste goederen van de partij, tegen welke het vonnis gegeven is.

(2) Vastgoed, hetwelk onderworpen aan een vordering, die voorrang heeft boven die van de vonnis-schuldeiser, verkocht moet worden, kan slechts door de baljuw worden verkocht, nadat tot dat einde rechtshulp door een bevoegd hoger hof verleend is.

48. De volgende goederen, mogen niet uit krachte van een lastbrief van eksekutie worden in beslag genomen of verkocht, namelik—

(*a*) de nodige bedden en kleren, alsmede het nodige beddegoed behorende aan de persoon, tegen wie het beslag gedaan wordt, en diens huisgezin;

(*b*) de nodige meubelen en huisgereedschappen voor zover dezelve de waarde van vijftien pond niet te boven gaan;

(*c*) een voldoende hoeveelheid drank en voedsel in het huis, dienende tot de behoefte van voormeld persoon en diens huisgezin gedurende een maand;

(*d*) de ambachts-werktuigen en gereedschappen, alsmede de werktuigen noodzakelik gebruikt in het landbouwbedrijf, voorzover zodanige werktuigen of gereedschappen de waarde van twintig pond niet te boven gaan;

(*e*) de professionele boeken, dokumenten of instrumenten, door de betrokken persoon noodzakelik gebruikt in zijn beroep voorzover dezelve de waarde van twintig pond niet te boven gaan;

(*f*) de wapenen en ammunitie, die de persoon tegen wie het beslag gedaan wordt, volgens wet, regulatie of disciplinaire order, als uitrustingstuk in zijn bezit moet hebben.

49. (1) De bode, die een lastbrief van eksekutie tegen losse goederen ten uitvoer legt kan, uit krachte van de lastbrief, geld en banknoten, alsmede cheques, wissel-brieven, promessen, obligaties of sekuriteiten voor geld, behorende aan de geëksekuteerde in beslag nemen en verkopen.

(2) De bode kan eveneens in beslag genomen cheques, wisselbrieven, promessen, obligaties of sekuriteiten voor geld, ten behoeve van de eksekutie-schuldeiser, als waarborg onder zich houden voor het bij eksekutie te verhalen bedrag, voorzover hetzelve nog onvoldaan is. De eksekutie-schuldeiser kan, wanneer de tijd van betaling komt, ten name van de eksekutie-schuldenaar dagvaarden of ten name van enig persoon in wiens naam de eksekutie-schuldenaar mocht hebben gedagvaard tot verhaal van de daarbij verzekerde of betaalbaar gestelde som.

(3) De bode kan eveneens uit krachte van een lastbrief van eksekutie tegen losse goederen, het belang in beslag nemen en in eksekutie verkopen, dat de eksekutie-schuldenaar heeft in aan hem behorende losse goederen, die aan een derde verpand of onder een opschortende voorwaarde verkocht zijn en kan tevens het belang verkopen, dat de eksekutie-schuldenaar heeft in los- of vastgoed aan deze verhuurd of aan deze verkocht onder een kontrakt van huurkoop of onder een opschortende voorwaarde.

(4) Wanneer, zo de verkoop niet een eksekutoriale verkoop was, het voor de eksekutie-schuldenaar nodig zou zijn geweest een dokument te endosseren of cessie te geven ten einde de eigendom aan een koper over te dragen, kan de bode het dokument endosseren of cessie geven ten aanzien van enige zaak door hem in eksekutie verkocht.

(5) De bode kan eveneens, ten aanzien van vaste goederen, die door hem in eksekutie verkocht zijn, het nodige verrichten om de registratie van transport te bewerkstellingen. Hetgeen door de bode uit krachte van dit subartikel of van subartikel (4) verricht is, heeft rechtens dezelfde kracht als was hij de eksekutie-schuldenaar.

(6) Wanneer tegen een lid van een vennootschap of syndikaat vonnis gegeven is in een aktie, waarin hij afzonderlik eiser of verweerder was, kan zijn belang in de vennootschap of het syndikaat worden in beslag genomen en in eksekutie worden verkocht.

50. (1) Wanneer een ander dan de vonnis-schuldenaar op of ter aanzien van goederen, die uit krachte van een lastbrief van enig hof in beslag genomen zijn of zullen worden, of op de opbrengst van in eksekutie verkochte goederen enige aanspraak doet gelden dan wordt over zodanige aanspraak beslist na uitreiking van een dagvaarding op de wijze voorzien bij de regels.

(2) Is een dagvaarding als voormeld uitgereikt, dan wordt elke aktie gestaakt, die in enig hof hoegenaamd ter zake van zodanige aanspraak aangebracht is. Het hof waarin de aktie gebracht is of een rechter of rechterlike ambtenaar daarvan kan, indien bewezen wordt, dat zulk een dagvaarding uitgereikt is, de partij, die de aktie ingesteld heeft, veroordelen in de kosten van alle verrichtingen in de zaak, die na de uitreiking van bedoelde dagvaarding plaatsgevonden hebben, zullende de aktie worden aangehouden in afwachting van de uitslag van procedures, waartoe zodanige dagvaarding geleid heeft.

51. Een door de bode gedane verkoop in eksekutie kan, in het geval van losse goederen na aflevering daarvan of in het geval van vaste goederen na de registratie van transport, niet worden aangevallen ten aanzien van een koper te goedertrouw en zonder kennis van een gebrek.

52. Enig overschot van de opbrengst dat na de verkoop in eksekutie in handen van de bode mocht overblijven, kan wegens andere onvoldane vonnis-schulden in beslag worden genomen.

53. (1) Het hof kan de inbeslagneming bevelen van een schuldvordering die, of van salaris of arbeidsloon dat aan een vonnisschuldenaar werkelik verschuldigd is door een ander persoon, die binnen het distrikt woont, bezigheid drijft of in dienstbetrekking is, en wel tot een voldoend bedrag om het vonnis en de kosten van de beslagprocedures te dekken, hetzij het vonnis in dat hof of in een ander magistraatshof gegeven is. Het hof kan zodanige

has been obtained in such court or in any other magistrates' court, and may order such other person (herein after called the "garnishee") to pay to the messenger of the court so much of the debt, salary, or wages appearing at the time of making the order to be due and payable as may be sufficient to satisfy the said judgment and costs, and may enforce the order as if it were a judgment of the court.

(2) No such order in respect of salary or wages shall be granted unless the court is satisfied upon sworn information that sufficient means will, after satisfaction of the order, be left to the judgment debtor to maintain himself and those dependent on him.

(3) If, after any such order in respect of salary or wages has been granted, it is shown to the satisfaction of the court that sufficient means to maintain himself and those dependent upon him will not, after satisfaction of such order, be left to the judgment debtor, the court shall vary or set aside such order in such manner that such order will only affect the balance of such salary or wages over and above such sufficient means.

54. (1) Nothing in this Proclamation contained shall be construed as authorizing the attachment of future or accruing earnings otherwise than with the consent in writing or in open court of the judgment debtor; but upon such consent being given the court, if satisfied upon sworn information that sufficient means will, after satisfaction of the order, be left to the judgment debtor to maintain himself and those dependent on him, may grant a garnishee order in respect of such earnings as if they were actually payable.

(2) Such an order may require the garnishee to pay periodically to the messenger definite amounts out of the earnings of the judgment debtor.

(3) The provisions of sub-section (3) of the last preceding section shall apply to any order made under this section only if the judgment debtor proves to the satisfaction of the court that, after he gave such consent as aforesaid, his financial position changed substantially for the worse otherwise than by his own serious and wilful default.

55. (1) If the garnishee disputes that the debt sought to be attached is owing or accruing or alleges that it is subject to a set-off or belongs to or is subject to a claim by some third person, the court may determine the rights and liabilities of all the parties and may declare the claim of that third person to be barred, provided that the claim or value of the matter in dispute is otherwise within the jurisdiction of the court.

(2) If it be proved that such third person neither resides nor carries on business nor is employed within the Union and that he has a prima facie claim to the debt, the court shall not have jurisdiction under this section.

56. Payment made by or execution levied upon the garnishee under the provisions of this Proclamation shall be a valid discharge of the debt or amount of salary or wages due from him to the judgment debtor to the extent of the amount paid or levied.

57. Nothing in this Proclamation contained shall be construed as authorizing the attachment of any debt, salary or wages, or any moneys or property specially declared by any law not to be liable to attachment.

58. (1) The court may, upon the application of any judgment debtor and if convinced that the debtor is unable to satisfy the judgment in full at once, but is able to pay periodical instalments towards satisfaction of the judgment, suspend execution against that debtor in respect of any household furniture of the value of twenty-five pounds or less (in addition to the goods mentioned in section *forty-eight* for so long as the debtor continues to pay the debt by such instalments and at such periods as the court may fix: Provided that at the time of suspending execution the court may make against that debtor a decree of civil imprisonment, which shall be suspended as long as the instalments are duly paid.

(2) Nothing in this section contained shall be construed as authorizing the court to suspend the execution of a judgment upon goods subject to a bypothec for the judgment debt existing irrespective of attachment in execution.

59. Where an appeal has been noted or an application to rescind, correct or vary a judgment has been made, the court may direct either that the judgment shall be carried into execution or that execution thereof shall be suspended pending the decision upon the appeal or application. The direction shall be made upon such terms, if any, as the court may determine as to security for the due performance of any judgment which may be given upon the appeal or application.

CHAPTER IX.

Civil Imprisonment.

60. (1) Whenever it appears either that a judgment has remained unsatisfied for seven clear days or, from the admission in writing or in open court of any judgment debtor or by the return of the messenger to any process of execution, that such judgment debtor has not sufficient property liable to be attached in execution to satisfy the judgment debt and costs, the judgment creditor may take out a summons calling upon the judgment debtor to show cause why a decree of civil imprisonment should not be made against him.

(2) Such summons may be taken out either in the court wherein the original judgment was given or in the court of any district wherein the judgment debtor is for the time being residing, carrying on business or employed.

(3) Where it appears from the return of such summons that service was effected elsewhere than within the district of the court from which such summons was issued, the proceedings shall, unless the judgment debtor appears, be stayed until the court is satisfied that the judgment debtor has been paid or tendered the sum which would have been payable to him if he had been subpœnaed as a witness.

61. The court may, upon the return of the summons and whether the judgment debtor appears or not, make a decree of civil imprisonment against such judgment debtor and authorize the issue of a warrant for his arrest and detention in any gaol named in such warrant: Provided that—

(1) the court may at any time suspend the execution of or altogether discharge any such decree or warrant upon such terms as may appear to the court to be fair and reasonable;

andere persoon (hieronder genoemd de "derde-schuldenaar") gelasten om aan de bode van 't hof een genoegzaam bedrag van de schuldvordering, het salaris of het arbeidsloon te betalen, dat ten tijde van de verlening van de order verschuldigd en opeisbaar mocht zijn, om het vonnis en de kosten voormeld te voldoen en kan de order op dezelfde wijze ten uitvoer doen leggen als een vonnis van 't hof.

(2) Zodanige order betreffende salaris of arbeidsloon kan niet worden verleend tenzij het hof overtuigd is op grond van een beedigde verklaring, dat de vonnis-schuldenaar na voldoening aan de order, genoegzame middelen zal hebben om zich en zijn aanhorigen te onderhouden.

(3) Wanneer, na de verlening van zulk een order betreffende salaris of arbeidsloon, ten genoegen van het hof bewezen wordt, dat de vonnis-schuldenaar, na voldoening van de order, geen genoegzame middelen zal hebben om zich en zijn aanhorigen te onderhouden, kan het hof de order zó wijzigen of ter zijde zetten, dat zij slechts betreft het saldo van zodanig salaris of werkloon boven het bedrag van zodanige genoegzame middelen.

54. (1) Deze Proklamatie verleent geen bevoegdheid om toekomstige of opkomende verdiensten anders in beslag te nemen dan met de toestemming in geschrifte of ter openbare terechtzitting van de vonnis-schuldenaar. Is zodanige toestemming echter gegeven, dan kan het hof, indien overtuigd op grond van een beëdigde verklaring dat de vonnis-schuldenaar, na voldoening aan de order, genoegzame middelen zal hebben om zich en zijn aanhorigen te onderhouden, een schuldbeslagorder ten aanzien van zulke verdiensten verlenen, alsof zij dadelik opeisbaar waren.

(2) Bij zodanige order kan de derde-schuldenaar worden bevolen aan de bode op gezette tijden uit de verdiensten van de vonnis-schuldenaar bepaalde sommen te betalen

(3) Het bepaalde in subartikel (3) van 't voorgaande artikel is slechts dan van toepassing op een order verleend uit krachte van dit artikel, indien de vonnis-schuldenaar ten genoegen van het hof bewijst dat zijn geldelike toestand, zonder eigen grove en opzettelike nalatigheid, merkelik slechter geworden is.

55. (1) Wanneer de derde-schuldenaar ontkent dat de in beslag te nemen schuldvordering opeisbaar of opkomend is of beweert dat dezelve aan schuldvergelijking onderhevig is of aan een derde toekomt of dat een derde recht daarop heeft, dan kan het hof de rechten en verbintenissen van al de partijen vaststellen en het recht van bedoelde derde persoon vervallen verklaren, mits het recht of de waarde van de zaak in geschil overigens tot de kennisneming van het hof behoort.

(2) Wanneer bewezen wordt dat de derde persoon niet in de Unie woont noch daarin bezigheid drijft of in dienstbetrekking is en dat hij een prima facie recht heeft op de schuldvordering, heeft het hof geen jurisdiktie onder dit artikel.

56. De betaling gedaan door, of het verhaal bij, eksekutie op de derde schuldenaar ingevolge het bepaalde in deze Proklamatie, is tot het bedrag van hetgeen betaald of verhaald is, een rechtsgeldige betaling van de schuldvordering of het salaris of arbeidsloon, door hem aan de vonnis-schuldenaar verschuldigd.

57. Deze Proklamatie verleent geen bevoegdheid om beslag te leggen op schuldvorderingen, salarissen of arbeidslonen, of gelden of goederen, die uit krachte van enige wetsbepaling uitdrukkelik aan beslagneming onttrokken zijn.

58. (1) Het hof kan, op verzoek van een vonnis-schuldenaar en mits overtuigd zijnde dat de schuldenaar niet bij machte is de vonnisschuld dadelik ten volle te voldoen, maar wel in staat is dezelve in paaiementen te betalen, de tenuitvoerlegging van het vonnis op de huismeubelen van de schuldenaar ter waarde van vijf en twintig pond of minder boven en behalve de goederen genoemd in artikel *acht en veertig* schorsen, zolang de schuldenaar met de betaling van de paaiementen op de door het hof vast te stellen tijdstippen voortgaat: Met dien verstande dat het hof, wanneer het de tenuitvoerlegging schorst, tevens een bevel tot gijzeling kan verlenen, hetwelk opgeschort zal blijven zolang de paaiementen behoorlik betaald worden.

(2) Het hof heeft geen bevoegdheid, om uit krachte van dit artikel de tenuitvoerlegging te schorsen van een vonnis op goederen, die ter zake van de vonnisschuld bezwaard zijn met een verband, dat bestaat onafhankelik van het eksekutoriaal beslag.

59. Ingeval appèl aangetekend is of applikatie gemaakt is om een vonnis ter zijde te stellen, te verbeteren of te wijzigen, kan het hof òf bevelen dat het vonnis ten uitvoer zal worden gelegd òf dat hangende het appèl op de applikatie, de tenuitvoerlegging zal worden geschorst.

HOOFDSTUK IX.

Gijzeling.

60. (1) Wanneer het blijkt òf dat een vonnis gedurende zeven vrije dagen onvoldaan gebleven is òf, volgens de erkentenis in geschrifte of ter terechtzitting van een vonnis-schuldenaar of volgens het relaas van de bode op een lastbrief tot eksekutie, dat de vonnis-schuldenaar geen voor beslag vatbare goederen in voldoende hoeveelheid bezit om de vonnis-schuld en de kosten te voldoen, dan kan de vonnis-schuldeiser bij dagvaarding de vonnis-schuldenaar oproepen om redenen aan te tonen waarom geen bevel tot gijzeling tegen hem zal worden verleend.

(2) De dagvaarding voormeld kan worden uitgenomen òf in het hof, waarin het oorspronkelik vonnis gegeven werd, òf in het hof van het distrikt waarin de vonnis-schuldenaar op het ogenblik woont, bezigheid drijft of in dienstbetrekking is.

(3) Wanneer uit het relaas op zodanige dagvaarding blijkt, dat de diening elders bewerkstelligd werd dan binnen het distrikt van het hof, door hetwelk de dagvaarding uitgereikt is, worden alle verdere verrichtingen gestaakt, totdat aan het hof blijkt dat aan de vonnis-schuldenaar de som betaald of aangeboden is, die aan hem betaalbaar zou geweest zijn, indien hij als een getuige gedagvaard was.

61. Het hof kan bij inlevering van de dagvaarding en hetzij de vonnis-schuldenaar al dan niet verschenen is, een bevel tot gijzeling tegen de vonnis-schuldenaar alsmede machtiging verlenen tot uitreiking van een lastbrief tot arrest en aanhouding in een gevangenis genoemd in de lastbrief: Met dien verstande:—

(1) Het hof kan te eniger tijd, op zulke voorwaarden als het billik acht, de tenuitvoerlegging van zodanig bevel of lastbrief schorsen of het bevel of de lastbrief te niet doen.

(2) no such decree shall be pronounced and no such warrant shall be issued if the judgment debtor prove to the satisfaction of the court that he has no means of satisfying the judgment debt, either wholly or in part and either out of present means or out of future earnings or income, unless it appears that the judgment debtor either—

(*a*) has wilfully made away with any property in order to defeat or delay payment of the judgment debt; or

(*b*) is able to earn sufficient to satisfy the judgment debt by instalments or otherwise to settle the same, but in order to defeat or delay payment of the judgment debt neglects or refuses to do so;

(*c*) is squandering his money or is apparently living beyond his means;

(3) in computing the degree to which the debtor can satisfy such debt the court shall take into consideration the conditions under which he obtains his income and the amount of his necessary expenses and those of the persons dependent on him.

62. When, on the hearing of a summons for civil imprisonment, the judgment debtor satisfies the court that he has property capable of being attached in execution by the messenger and sufficient to satisfy the judgment debt and costs, the court shall either dismiss the summons or adjourn the further hearing thereof until the said property has been sold in execution.

63. The period of civil imprisonment shall be decided by the court, but shall not in any case exceed three months, and, where the judgment debt and costs, so far as the same are unsatisfied, amount to less than five pounds, shall not exceed one month.

64. (1) Unless it appears to the court upon the hearing of any proceedings for civil imprisonment that the debtor has, within four days after having notice of the judgment upon which such proceedings are founded, made to the judgment creditor an offer to satisfy the debt by instalments which the court judges to be reasonable, or notified the creditor that he is unable to make an offer and the court finds this to be true, the court may order the debtor to pay the costs of such proceedings; but if it appears that the judgment creditor has refused such offer, the court may order the creditor to pay those costs.

(2) Upon any proceedings for the discharge or suspension of any decree, warrant or order for civil imprisonment, the court may order the judgment debtor to pay the costs of such proceedings, unless it appears that the proceedings were due to some fault or omission on the part of the judgment creditor.

(3) Nothing in this section contained shall be construed as depriving the court of its discretion to make such order as to costs as may be just.

65. The keeper of any prison or gaol thereto authorized by warrant or order shall receive into his custody and detain in such gaol the judgment debtor named in such warrant or order in accordance with the tenor of such warrant and the provisions of Chapter III of the Prisons and Reformatories Act, 1911; but, notwithstanding the provisions of section *fourteen* of that Act, it shall be sufficient for him to keep the certified copy of the warrant or order of civil imprisonment, and it shall not be necessary for him to keep the warrant or order itself throughout the period during which the judgment debtor is in his custody.

66. The keeper of the gaol shall forthwith discharge the judgment debtor from imprisonment—

(1) upon expiry of the time for which such judgment debtor was imprisoned;

(2) when the judgment creditor gives his written consent to such discharge;

(3) when the judgment creditor or the messenger certifies in writing that the amount of the judgment debt and costs mentioned in the warrant and of any maintenance money that may have been paid by him for the unexpired portion of the period of imprisonment has been satisfied; and upon such satisfaction the judgment creditor or the messenger shall so certify to the said keeper;

(4) when such amount is paid to the said keeper by or on behalf of the judgment debtor;

(5) upon an order given by a judge of the Supreme Court or by any judicial officer of the district where the decree of civil imprisonment was pronounced against the judgment debtor or of the district wherein the gaol is; or

(6) in the case provided for by section *nineteen* of the Prisons and Reformatories Act, 1911.

67. No judgment debtor who has been once lawfully discharged from imprisonment (except a debtor discharged by an order of court suspending such imprisonment) shall ever again be liable to be arrested for the same debt or cause of action; but no arrest or imprisonment or discharge therefrom shall be deemed to be a satisfaction of the judgment debt, or of any part thereof, so as to prevent the judgment creditor from having further execution against the property of the said debtor.

68. The court of any district wherein a judgment debtor is arrested shall have the same jurisdiction as the court from which the warrant was issued to suspend such warrant and may cancel or vary any order of suspension made by itself; but such first-mentioned court may not discharge altogether any warrant issued out of any other court.

CHAPTER X.

Costs.

69. (1) The stamps, fees, costs, and charges in connection with any civil proceedings in magistrates' courts and the Native Appeal Court shall, as between party and party, be payable in accordance with the scales prescribed by the rules.

(2) As between attorney and client, the same scales shall apply; but the clerk of the court may in his discretion (subject to the review herein after mentioned) allow, at rates based so far as may be upon such scales, additional costs and charges for services reasonably performed by the attorney at the request of the client for which no remuneration is prescribed as between party and party.

(2) Geen zodanig bevel of lastbrief wordt onderscheidenlik verleend of uitgereikt, indien de vonnis-schuldenaar ten genoegen van het hof bewijst, dat hij geen middelen bezit om de vonnis-schuld te betalen, hetzij geheel of ten dele en hetzij uit zijn tegenwoordige middelen of uit zijn toekomstige verdiensten of inkomsten, tenzij blijkt dat de vonnis-schuldenaar òf—

(*a*) opzettelik zijn goederen weggemaakt heeft ten einde de betaling van de vonnis-schuld te verijdelen of te vertragen; òf

(*b*) in staat is genoeg te verdienen om de vonnis-schuld in paaiementen te voldoen of anderszins dezelve af te doen, maar opzettelik weigert zulks te doen ten einde de betaling van de vonnis-schuld na te laten of te vertragen; òf

(*c*) zijn geld verkwist of klaarblijkelik boven zijn inkomsten leeft.

(3) Bij het bepalen van het vermogen van de schuldenaar om de vonnis-schuld te voldoen, slaat het hof acht op de omstandigheden, waaronder hij zijn inkomen verkrijgt, alsmede op het bedrag van zijn noodzakelike uitgaven en die van zijn aanhorigen.

62. Wanneer de vonnis-schuldenaar bij de behandeling van een dagvaarding tot gijzeling ten genoegen van het hof bewijst dat hij goederen bezit, die door de bode in beslag kunnen worden genomen en genoegzaam zijn om de vonnisschuld met de kosten te voldoen, kan het hof òf de dagvaarding afwijzen òf de verdere behandeling daarvan uitstellen totdat bedoelde goederen in eksekutie verkocht zijn.

63. De duur van de gijzeling wordt door het hof bepaald, doch gaat in geen geval drie maanden te boven. Wanneer de vonnis-dan vijf pond, duurt zij niet langer dan een maand.

64. (1) Tenzij bij de behandeling van een zaak voor in gijzelingstelling blijkt dat de schuldenaar, binnen vier dagen na kennis te hebben gekregen van het vonnis, waarop de zaak gegrond is, aan de vonnis-schuldeiser aanbood om de schuldvordering in paaiementen te betalen, welk aanbod het hof redelik vindt, of aan de schuldeiser kennis gaf dat hij niet in staat is een aanbod te maken en het hof vindt dat zulks het geval is dan kan het hof de schuldenaar in de kosten verwijzen. Blijkt daarentegen dat de vonnis-schuldeiser het aanbod geweigerd heeft, dan kan het hof hem in de kosten veroordelen.

(2) In zaken betreffende de opheffing of schorsing van een dekreet, lastbrief of order tot gijzeling, kan het hof de vonnis-schuldenaar in de kosten van de zaak verwijzen, tenzij blijkt dat de zaak te wijten is aan de schuld of nalating van de vonnis-schuldeiser.

(3) Het bepaalde in dit artikel belet het hof geenzins om te zijner beoordeling zodanige order betreffende de kosten te maken als het billik oordeelt.

65. De cipier van een gevangenis of tronk is gehouden, op grond van een lastbrief of order, de in de lastbrief of order genoemde vonnis-schuldenaar in bewaring te nemen en in de gevangenis aan te houden overeenkomstig de inhoud van de lastbrief en de voorschriften van Hoofdstuk III van de Wet op de Gevangenissen en Verbetergestichten, 1911. Niettegenstaande het bepaalde in artikel *veertien* van evengenoemde wet, kan hij echter volstaan met het houden van een gecertificeerd afschrift van de lastbrief of order tot gijzeling, zullende hij niet verplicht zijn de lastbrief of order zelve gedurende de tijd van gevangenzetting van de vonnis-schuldenaar onder zich te houden.

66. De cipier van de gevangenis moet de vonnis-schuldenaar dadelik uit de gijzeling ontslaan—

(1) bij afloop van de termijn van gijzeling;

(2) wanneer de vonnis-schuldeiser schriftelik zijn toestemming geeft tot zodanig ontslag;

(3) wanneer de vonnis-schuldeiser of de bode schriftelik verklaart dat het bedrag van de vonnis-schuld met de kosten opgenoemd in de lastbrief alsmede van het onderhoudsgeld dat door hem betaald mocht zijn voor het onverstreken gedeelte van de termijn van gijzeling voldaan zijn. De vonnis-schuldeiser of de bode is gehouden, zodanige verklaring aan de cipier af te geven, indien als voorzegd voldaan is;

(4) wanneer zodanig bedrag aan de cipier betaald is door of van wege de vonnis-schuldenaar;

(5) op een order verleend door een rechter van het Hooggerechtshof of door een rechterlike ambtenaar van het distrikt, waar het bevel tot gijzeling tegen de vonnis-schuldenaar verleend werd of van het distrikt waarin de gevangenis zich bevindt; of

(6) in het geval voorzien bij artikel *negentien* van de Wet op de Gevangenissen en Verbetergestichten, 1911.

67. Geen vonnis-schuldenaar die eenmaal wettig uit de gijzeling ontslagen is (behalve een schuldenaar, die ontslagen is op grond van een order van het hof waarbij de gijzeling geschorst werd) kan ooit weer ter zake van dezelfde schuldvordering of schuldoorzaak worden gearresteerd. Arrest, in gijzelingstelling of ontslag uit de gijzeling wordt echter niet aangemerkt als een voldoening van de vonnis-schuld en belet de vonnis-schuldeiser niet om de goederen van de vonnis-schuldenaar verder in eksekutie te nemen.

68. Het hof van een distrikt waarin een vonnis-schuldenaar gearresteerd is, heeft dezelfde bevoegdheid als het hof dat de lastbrief uitgereikt heeft, om zodanige lastbrief te schorsen, zullende het zijn eigen orders van schorsing mogen te niet doen of wijzigen. Eerstbedoeld hof is echter niet bevoegd een lastbrief die door een ander hof uitgereikt is, geheel en al ter zijde te zetten.

HOOFDSTUK X.

Kosten.

69. (1) De zegels, fooien, kosten en onkosten in verband met civiele zaken in magistraatshoven worden, tussen partij en partij, berekend volgens de schalen voorgeschreven bij de regels.

(2) Dezelfde schalen gelden tussen prokureur en kliënt; maar de klerk van 't hof kan, te zijner beoordeling (behoudens de herziening hieronder vermeld) en op de grondslag zover doenlik van zodanige schalen, additionele kosten en onkosten toestaan voor diensten redelikerwijze door de prokureur op verzoek van de kliënt verricht, waarvoor geen beloning tussen partij en partij vastgesteld is.

(3) Payment of costs awarded by the court (otherwise than by a judgment in default of the defendant's appearance to defend or on the defendant's consent to judgment before the time for such appearance has expired) may not be enforced until they have been taxed by the clerk of the court.

(4) Any person who is liable to pay or who is sued for costs of any proceedings in a court otherwise than under an award by the court or under a special agreement may require that those costs shall be taxed by the clerk of the court as between attorney and client; and thereupon any action for the recovery of those costs shall be stayed pending the taxation.

(5) The costs of and incident to such a taxation shall be borne, if not more than one-sixth of such costs is disallowed on taxation, by the person requiring the taxation and if more than one-sixth is so disallowed, by the person claiming the costs.

70. (1) Taxation by the clerk of the court shall be subject to review free of charge by a judicial officer of the district; and the decision of such judicial officer may at any time within one month thereafter be brought in review before a judge of the court of appeal.

(2) Taxation by the clerk of the Native Appeal Court shall be subject to review free of charge by the chief magistrate.

CHAPTER XI.

Appeal and Review.

71. No appeal shall lie from the decision of a Court if, before the hearing is commenced, the parties lodge with the Court an agreement in writing that the decision of the Court shall be final.

72. (1) There shall be a court of appeal styled the Native Appeal Court for the hearing of appeals in civil suits or proceedings between natives.

(2) The Court shall consist of—

(*a*) The Chief Magistrate, Assistant Chief Magistrate, or in the absence of both, some officer specially appointed for the occasion by the Governor-General as president; and

(*b*) two assessors appointed by the Minister.

(3) The Court shall have power to call such native assessors as it may deem desirable.

(4) The Court shall sit at such times and places and conduct its proceedings in such manner as may be prescribed by the rules.

(5) The Court shall at the hearing of any appeal have all the powers of the Supreme Court as a court of review.

(6) The judgment of the President shall be the judgment of the Court, but each assessor under sub-section (2) (*b*) hereof shall have the right to state his opinion in open court and such opinion shall be recorded.

73. Subject to the provisions of section *seventy-one* of this Proclamation, a party to any civil suit or proceeding may appeal—

(i) when natives or other persons provided for in section *seventy-two*, sub-section (1) are parties to this suit or proceeding, to the Native Appeal Court and to no other; and

(ii) in all other cases to the Cape Provincial or Eastern Districts Local Division of the Supreme Court against—

(*a*) any judgment of the nature described in section *thirty-eight*;

(*b*) any rule or order made in such suit or proceeding and having the effect of a final and definitive sentence, including any order as to costs;

(*c*) any decision overruling an exception when the parties concerned consent to such an appeal before proceeding further in an action or when it is appealed from in conjunction with the principal case.

74. Every party so appealing shall do so within the period and in the manner prescribed by the rules; but the court of appeal may in any case extend such period.

75. A party shall not lose the right to appeal through satisfying or offering to satisfy the judgment in respect of which he appeals or any part thereof or by accepting any benefit from such judgment, decree, or order.

76. (1) The respondent to an appeal may by notice in writing abandon the whole or any part of the judgment against which appeal is noted.

(2) Where the party so abandoning was the plaintiff, or applicant, judgment in respect of the part abandoned shall be entered for the defendant or respondent with costs to date of abandonment.

(3) Where the party so abandoning was the defendant or respondent, judgment in respect of the part abandoned shall be entered for the plaintiff or applicant in terms of the claim in the summons or application with costs to date of abandonment.

(4) A judgment so entered shall have the same effect in all respects as if it had been the judgment originally pronounced by the court in the action or matter.

77. The court of appeal may—

(*a*) confirm, vary, or reverse the judgment appealed from, as justice may require;

(*b*) if the record does not furnish sufficient evidence or information for the determination of the appeal, remit the matter to the court from which the appeal is brought, with instructions in regard to the taking of further evidence or the setting out of further information;

(*c*) order the parties or either of them to produce at some convenient time in the court of appeal such further proof as shall to it seem necessary or desirable; or

(*d*) take any other course which may lead to the just, speedy, and, as much as may be, inexpensive settlement of the case; and

(*e*) make such order as to costs as justice may require.

(3) Betaling van kosten door het hof toegewezen (niet zijnde bij verstekvonnis wegens verweerders niet-verschijning om te verdedigen of op grond van verweerders toestemming tot veroordeling vóór het verstrijken van de termijn van verschijning) kan niet in rechten worden gevorderd voordat de kosten door de klerk van 't hof getakseerd zijn.

(4) Ieder die gehouden is tot betaling van, of gedagvaard is wegens de kosten van een gerechtelike procedure, niet zijnde ingevolge een scheidsrechterlike uitspraak van 't hof of ingevolge een biezondere overeenkomst, kan verlangen dat de kosten door de klerk van 't hof, als tussen prokureur en kliënt, zullen worden getakseerd; zullende alsdan elke procedure tot verhaal van zodanige kosten hangende de taksatie worden gestaakt.

(5) De kosten van en voortvloeiende uit zulk een taksatie komen, indien niet meer dan een zesde van zodanige kosten afgetakseerd wordt, ten laste van de persoon, die de taksatie verzocht heeft, en, indien meer dan een zesde afgetakseerd wordt, ten laste van de persoon, die de kosten vordert.

70. (1) De taksatie door de klerk van 't hof verricht is onderhevig aan kosteloze herziening door een rechterlike ambtenaar van het distrikt. De beslissing van zulk een rechterlike ambtenaar kan te eniger tijd binnen een maand daarna in herziening worden gebracht voor een rechter van het hof van appèl.

(2) Taksatie door de klerk van het Naturelle Appèl Hof is onderhevig aan vrije herziening door de Hoofdmagistraat.

HOOFDSTUK XI.

Appél en Herziening.

71. Van de uitspraak van 'n hof kan niet in appèl worden gekomen indien de partijen, voor de behandeling van de zaak, in het hof 'n schriftelike overeenkomst indienen waarbij zij verklaren dat de uitspraak van het hof finaal zal zijn.

72. (1) Er zal 'n Appèl Hof zijn onder de naam van het Naturelle Appèl Hof voor het verhoren van appèl zaken in civiele gedingen of vervolgingen tussen naturellen.

(2) Het hof bestaat uit—

(*a*) de Hoofdmagistraat, de Asistent Hoofdmagistraat of bij afwezigheid van beiden 'n ambtenaar speciaal aangesteld voor de gelegenheid door de Goeverneur-generaal als President; en

(*b*) twee assessoren aangesteld door de Minister.

(3) Het Hof is bevoegd zodanige naturelle assessoren te benoemen als hij wenselik acht.

(4) Het Hof zal zitting houden op zodanige tijden en plaatsen en zijn zaken op zodanige wijzen beheren als bij regels voorgeschreven zijn.

(5) Het Hof zal bij het verhoren van 'n appèlzaak al de bevoegdheid hebben van het Hooggerechtshof als 'n Hof van herziening.

(6) De uitspraak van de President zal de uitspraak van het Hof zijn, doch iedere assessor zal onder subartikel (2) (*b*) hiervan het recht hebben zijn opinie in het open Hof te geven en zodanige opinie zal aangetekend worden.

73. Behoudens de bepalingen van artikel *een en zeventig* van deze Proklamatie kan 'n partij tot 'n civiele geding of vervolging appèl aantekenen—

(i) wanneer naturellen of andere personen als voorzien in artikel *twee en zeventig*, subartikel (1), partijen zijn tot het geding of de vervolging, naar het Naturelle Appèlhof en geen ander; en

(ii) in alle andere gevallen naar de Kaapse Provinciale of Oostelike Distrikten Lokale Afdeling het Hooggerechtshof:

(*a*) tegen elk vonnis van de aard genoemd in artikel *acht en dertig*;

(*b*) elke beschikking of order gemaakt in zodanige zaak; of procedure, die de uitwerking heeft van een finaal en definitief vonnis, met insluiting van een order betreffenden kosten;

(*c*) elke beslissing waarbij een ekseptie afgewezen wordt, wanneer de betrokken partijen in zodanig appèl toestemmen alvorens verder bij aktie te procederen of wanneer tegen de beslissing geappeleerd wordt in verband met de hoofdzaak.

74. De in appèl komende partij moet zulks doen binnen de termijn en op de wijze voorzien bij de regels, zullende het hof van appèl echter in elk geval zodanige termijn mogen verlengen.

75. Een partij verliest haar recht van appèl niet door de voldoening, of door een aanbod van voldoening, van het vonnis ten opzichte waarvan hij in appèl komt of enig gedeelte daarvan of door enig voordeel ter zake van zodanig vonnis, dekreet of order aan te nemen.

76. (1) De respondent in een appèlzaak kan bij kennisgeving in geschrifte, geheel of ten dele afstand doen van het vonnis, waartegen geappelleerd wordt.

(2) Wanneer de partij, die alzo afstand doet, de eiser was of applikant, wordt ten opzichte van het afgestaan gedeelte ten gunste van de verweerder of respondent vonnis met kosten tot datum van afstand gewezen.

(3) Wanneer de partij, die alzo afstand doet, de verweerder of respondent was, wordt ten opzichte van het afgestaan gedeelte ten gunste van de eiser of applikant vonnis met kosten tot datum van afstand gewezen overeenkomstig de eis in de dagvaarding of applikatie.

(4) Een alzo gewezen vonnis heeft in alle opzichten hetzelfde gevolg alsof het vonnis oorspronkelik door het hof in de aktie of zaak gewezen was.

77. Het hof van appèl kan—

(*a*) het vonnis, waarvan geappelleerd wordt, bekrachtigen, wijzigen of te niet doen, naar gelang de billikheid vereist;

(*b*) wanneer de stukken geen voldoende getuigenis of informatie verstrekken voor de beslissing van het appèl, de zaak terugverwijzen naar het hof, van welks beslissing geappelleerd wordt, met instrukties betreffende het horen van verdere getuigenis of het verstrekken van nadere informatie;

(*c*) bevelen dat de partijen of een van de partijen op een geschikte tijd in het hof van appèl zulke verdere bewijzen bijbrengen als het hof nodig of wenselik acht; of

(*d*) enige andere beschikking maken, die kan leiden tot de rechtvaardige, spoedige en zo goedkoop mogelike afdoening van de zaak; en

(*e*) zodanige order betreffende de kosten maken als billik mocht zijn.

78. The judgment of the court of appeal shall be recorded in the court appealed from, and may be enforced as if it had been given in such last-mentioned court.

PART III.—CRIMINAL MATTERS.

CHAPTER XII.

Criminal Jurisdiction.

79. The court shall have jurisdiction over all offences except treason, murder, and rape.

80. (1) Subject to the provisions of the last preceding section, any person charged with any offence committed within any district may be tried by the court of that district.

(2) When any person is charged with any offence—

(*a*) committed within the distance of two miles beyond the boundary of the district; or

(*b*) committed in or upon any vessel or vehicle employed on a voyage or journey any part whereof was performed within the distance of two miles of the district; or

(*c*) begun or completed within the district;

such person may be tried by the court of the district as if such person had been charged with an offence committed within the district.

(3) Where it is uncertain in which of several jurisdictions an offence has been committed, it may be tried in any of such jurisdictions.

(4) A person charged with any offence may be tried by the court of any district wherein any act or omission or event which is an element of the offence took place.

(5) A person charged with theft of any property or with obtaining by any offence any property or with any offence which involves the receiving of any property by him may also be tried by the court of any district wherein he has or had any part of the property in his possession.

(6) A person charged with kidnapping, child-stealing, or abduction may be tried by the court of the district in which this took place or of any district through or in which he conveyed or concealed or detained the person kidnapped, stolen, or abducted.

(7) Where by any special provision of law a magistrate's court has jurisdiction in respect of any offence committed beyond the local limits of the district, such court shall not be deprived of such jurisdiction by any of the provisions of this section.

81. The jurisdiction of the periodical court in criminal matters shall be subject, *mutatis mutandis*, to the provisions contained in section *twenty-seven* and in sub-section (3) of section *thirty-five*.

82. (1) Subject to the provisions of this Proclamation and of Chapters VI and VII of the Prisons and Reformatories Act, 1911, the court may on summary trial or on remittal punish any person convicted of any offence in the following manner and (save as specially provided by this Proclamation or any other law) in no other or more severe manner, that is to say, by—

(*a*) imprisonment for a period not exceeding twelve months with or without hard labour, and with or without solitary confinement and with or without spare diet;

(*b*) fine not exceeding one hundred pounds or in default of payment such period of imprisonment as aforesaid;

(*c*) whipping, subject to the provisions herein after contained, not exceeding fifteen strokes.

(2) Any person convicted of any offence may be punished by both such fine and such imprisonment or by both such imprisonment and such whipping, but the offender shall not for the same offence be punished both by fine and by whipping.

(3) The punishment of whipping shall only be imposed—

(*a*) in the case of a first conviction for—

(i) assault of an aggravated or indecent nature or with intent to do grievous bodily harm or with intent to commit any other offence;

(ii) robbery, bestiality, or an act of gross indecency committed by one male person with another or any attempt to commit any such offence; or

(iii) any statutory offence for which whipping may be imposed as a punishment, unless it is expressly provided that whipping shall only be imposed as a punishment on a second or subsequent conviction;

(*b*) in the case of a second or subsequent conviction for an offence committed within a period of three years after the former conviction;

and every punishment of whipping shall be carried out privately in a convict prison or gaol.

83. (1) Where any law provides that for any offence there may be imposed any forfeiture or confiscation, the court before which such offence is prosecuted may impose such forfeiture or confiscation in addition to any other penalty.

83. (2) Nothing in the preceding section contained shall be construed as authorizing a court to impose for any offence a punishment greater than may by law be imposed for such offence or as preventing a court from imposing, as often as it is specially authorized by any law so to do, any other or more severe punishment than the punishments mentioned in sub-section (1) of the preceding section.

84. When in the course of any trial it appears that the offence under trial is from its nature or magnitude only subject to the jurisdiction or more proper for the cognizance of a superior court, or when the public prosecutor so requests, the presiding judicial officer shall stop the trial, and the proceedings shall thereupon be those of a preparatory examination.

CHAPTER XIII.

Remittal.

85. Where any case has been remitted for trial the court shall proceed to try the same in all respects as if no preparatory examination had been previously taken, in manner and form as by the Criminal Procedure and Evidence Act, 1917, prescribed.

78. Het vonnis van het hof van appèl wordt in het hof, van welks beslissing geappelleerd is, genotuleerd en kan worden ten uitvoer gelegd, alsof het door laatstgenoemd hof gewezen was.

AFDELING III.—KRIMINELE ZAKEN.

HOOFDSTUK XII.

Kriminele Jurisdiktie.

79. Het hof is bevoegd over alle overtredingen te oordelen behalve hoogverraad, moord en verkrachting.

80. (1) Behoudens het bepaalde in het voorgaand artikel kan ieder die beschuldigd staat van een overtreding begaan binnen een distrikt, worden terechtgesteld voor het hof van dat distrikt.

(2) Iemand die beschuldigd staat van een overtreding—

(*a*) begaan binnen de afstand van twee mijl over de grens van het distrikt; of

(*b*) begaan in of op een vaar- of voertuig gedurende een reis, waarvan ieder deel afgelegd werd binnen de afstand van twee mijl van het distrikt; of

(*c*) begonnen of voltooid binnen het distrikt;

kan worden terechtgesteld voor het hof van het distrikt, alsof hem een overtreding begaan binnen het distrikt te laste gelegd was.

(3) Ingeval het onzeker is in welk van verscheidene rechtsgebieden een overtreding begaan is, kan dezelve in elk van die rechtsgebieden worden verhoord.

(4) Iemand die van een overtreding beschuldigd staat kan worden terechtgesteld voor het hof van elk distrikt, waarin een handeling of nalating die, of voorval plaatsgreep, dat een bestanddeel vormt van de overtreding.

(5) Iemand die beschuldigd staat van diefstal van enige zaak, of van het verkrijgen van een zaak door middel van een overtreding of van heling kan ook worden terechtgesteld voor het hof van een distrikt waarin hij enig deel van de zaken in zijn bezit heeft of had.

(6) Iemand die beschuldigd staat van ontvoering, kinderdiefstal of schaking kan worden terechtgesteld voor het hof van het distrikt waarin de overtreding begaan werd of voor het hof van enig distrikt door of in hetwelk de ontvoerde, gestolen of geschaakte persoon door hem vervoerd, verborgen of vastgehouden werd.

(7) Waar ingevolge speciale wetsbepaling een magistraatshof jurisdiktie heeft ten aanzien van een overtreding begaan buiten de plaatselike grenzen van het distrikt, wordt zodanige jurisdiktie door de bepaling van dit artikel niet aan het hof ontnomen.

81. De jurisdiktie van het periodiek hof in kriminele azken is *mutatis mutandis* onderworpen aan de voorschriften van artikel *zeven en twintig* en van subartikel (3) van artikel *vijf en dertig*.

82. (1) Behoudens de bepalingen van deze Proklamatie en van Hoofdstukken VI en VII van de Wet op Gevangenissen en Verbetergestichten, 1911, kan het hof bij summier verhoor of terugverwijzing een persoon, die wegens een overtreding veroordeeld is, straffen op de volgende wijze en (voorzover bij deze of een andere wet niet uitdrukkelik anders voorzien is) op geen andere of zwaardere wijze, namelik met—

(*a*) gevangenisstraf van ten hoogste twaalf maanden met of zonder harde arbeid en met of zonder eenzame opsluiting en met of zonder schrale kost;

(*b*) geldboete van ten hoogste honderd pond of bij wanbetaling met gevangenisstraf als voorzegd;

(*c*) geseling, met inachtneming van de ondervolgende bepalingen, van ten hoogste vijftien slagen

(2) Ieder wegens een overtreding veroordeelde kan met beide zodanige geldboete en gevangenisstraf of met beide zodanige gevangenisstraf en geseling worden gestraft, doch niet, wegens dezelfde overtreding, met beide geldboete en geseling.

(3) Geselstraf kan slechts worden opgelegd—

(*a*) in het geval van een eerste veroordeling wegens—

(i) aanranding van zware of onzedelike aard of met het oogmerk om ernstig lichamelik leed toe te brengen of met het oogmerk om een andere overtreding te begaan;

(ii) roof, bestialiteit of een daad van grove onzedelikheid begaan door een mannelik persoon met een ander of een poging daartoe; of

(iii) een bij wetsbepaling vastgestelde overtreding, waarvoor geselstraf kan worden opgelegd, tenzij uitdrukkelik voorzien is dat de geselstraf slechts zal kunnen worden opgelegd ingeval van een tweede of verdere veroordeling;

(*b*) ingeval van een tweede of volgende veroordeling wegens een overtreding begaan binnen een tijdvak van drie jaren na de vroegere veroordeling;

zullende elke geselstraf in een bandietegevangenis of tronk in afzondering worden ten uitvoer gelegd

83. (1) Waar volgens wetsbepaling wegens een overtreding verbeurdverklaring of konfiskatie kan worden uitgesproken, kan het hof, dat van de overtreding kennis neemt, zodanige verbeurdverklaring of konfiskatie uitspreken boven en behalve enige andere straf.

(2) Door het bepaalde in het voorgaande artikel wordt aan een hof geen bevoegdheid verleend wegens een overtreding een zwaardere straf op te leggen, dan wettelik deswege opgelegd kan worden, noch wordt het belet om, zo de bevoegdheid daartoe uitdrukkelik bij de wet toegekend is, een andere of zwaardere straf op te leggen dan de straffen opgenoemd in subartikel (1) van het voorgaande artikel.

84. Blijkt in de loop van een verhoor van een zaak, dat de overtreding, naar haar aard of omvang, slechts onderworpen is aan, of gevoegliker behoort tot de kennisneming van een hoger hof, of wanneer de publieke vervolger zulks verzoekt, dan kan de voorzittende rechter het verhoor staken, zullende de verdere verrichtingen van de zaak zijn als in een voorlopig onderzoek.

HOOFDSTUK XIII.

Terugverwijzing.

85. Wanneer 'n zaak ter verhoor terugverwezen is, zal het hof voortgaan de zaak in alle opzichten in verhoor te nemen alsof er geen voorlopig onderzoek vooraf was, op de wijze en vorm voorgeschreven bij de Wet op Kriminele Precedure en Bewijslevering, 1917.

CHAPTER XIV.

Review as of Course.

86. All sentences in criminal cases in which the punishment awarded is imprisonment (including detention in a reformatory, industrial school, inebriate reformatory, farm colony, work colony, refuge, rescue home, or other similar institution) for any period exceeding three months or a fine of or exceeding twenty-five pounds, whipping (save in any case in which a male child under the age of sixteen years has been sentenced under the Criminal Procedure and Evidence Act, 1917) shall be subject in ordinary course to review by the court of appeal or one of the judges thereof; without prejudice to the right of appeal against such sentence whether before or after confirmation of the sentence by the judge or court reviewing the same.

87. Whenever a court imposes upon any person convicted of an offence any such punishment as in the last preceding section mentioned, the clerk of the court shall transmit to the registrar of the court of appeal, not later than one week next after the determination of the case, the record of the proceedings in the case together with such remarks, if any, as the presiding judicial officer may desire to append thereto, and with any written statements or arguments which the accused may within three days after the sentence supply to the Clerk of the court, and such registrar shall, with all convenient speed, lay the same before one of the judges of the court of appeal in chambers, for his consideration.

88. (1) If, upon considering the proceedings in the last preceding section mentioned and any further information or evidence which may, by the direction of the judge, be supplied or taken by the magistrate's court, it appears to the judge that they are in accordance with justice, he shall endorse his certificate to that effect upon the record thereof; and the said record shall then, by the registrar aforesaid, be returned to the court from which the same was transmitted.

(2) If, upon considering the proceedings aforesaid, it shall appear to the judge that the same are not in accordance with justice or that doubts exist whether or not they are in such accordance, then such judge shall lay the same before the court of appeal for its consideration; and the said Court at any sitting thereof may affirm, alter, or reverse the conviction, or affirm, reduce, or vary the sentence of the magistrate's court and may set aside or correct the proceedings thereof, and when it appears necessary or proper so to do may remit such case to the magistrate's court with such instructions relative to the taking of further evidence and generally to the further proceedings to be had in such case as the said court thinks fit, and may make such order touching the suspension of the execution of any sentence against the person convicted or the admitting such person to bail, or, generally, touching any matter or thing connected with such person or the proceedings in regard to him as to the said court seems calculated to promote the ends of justice.

(3) If in any case the court of appeal desires to have any question of law or fact arising in any such case argued at the bar, it may direct the same to be argued by the Attorney-General and by such other advocate as the said court may appoint.

89. (1) Every court imposing a sentence which, under section *eighty-six*, is subject to review shall thereupon inform the person convicted that the record will be transmitted within seven days; and such person or his lawful representative may inspect, and take a copy of such record before transmission or whilst in the possession of the court of appeal, and may set down the case for argument before the court of appeal in like manner as if the record had been returned or transmitted to the court of appeal in obedience to any order made by it for the purpose of bringing in review the proceedings of an inferior court.

(2) Whenever such a case is so set down, whether the offence has been prosecuted at the public instance or at the instance of a private party, a written notice shall be served by or on behalf of the person convicted, upon the Attorney-General at his office not less than seven days before the day appointed for the argument, setting forth the name and number of the case, the court before which it was tried, the date for which the case has been set down for argument, and the grounds or reasons upon which the judgment is sought to be reversed or altered.

(3) Whether such judgment be confirmed or reversed or altered, no costs shall in respect of the proceedings in review be payable by the prosecutor to the person convicted or by the person convicted to the prosecutor.

CHAPTER XV.

Execution of Sentences.

90. (1) Any person sentenced to undergo the punishment of imprisonment shall be committed to the gaol of the district for the purpose of punishment by a warrant under the hand of a judicial officer specifying any punishment to which the accused has been sentenced.

(2) Such warrant may be signed either by the judicial officer who passed the sentence or by any other judicial officer for the same district.

91. (1) The execution of any sentence of fine or of imprisonment, whether with or without hard labour, shall not be suspended by the transmission of or the obligation to transmit the record for review unless the person sentenced shall give sufficient bail to pay the fine imposed upon him or to surrender himself in order to undergo such imprisonment (as the case may be) in case the proceedings in the case shall be approved as aforesaid and in case a written notice to pay or to surrender (as the case may be), signed by the clerk of the court, shall be served upon or for such person at some place to be mentioned in the bail bond or recognizance.

(2) Every such notice requiring the payment of the fine or the surrender of such person (as the case may be) shall be served in like manner as is prescribed by the rules in regard to the service of the summons in a criminal case.

HOOFDSTUK XIV.

Herziening in de Gewone Loop van Zaken.

86. Alle vonnissen in kriminele zaken, waarin de opgelegde straf is gevangenis (met inbegrip van opsluiting in een verbetergesticht, nijverheidschool, verbetergesticht voor dronkaards, boerderijkolonie, werkkolonie, toevlucht, reddingshuis of andere dergelijke inrichting) van ten hoogste drie maanden of geldboete van ten hoogste vijf en twintig pond of geseling (uitgezonderd het geval waar een mannelik kind beneden de leeftijd van zestien jaren gevonnist wordt onder de Kriminele Procedure en Bewijsleverings Wet, 1917), zijn, in de gewone loop van zaken, onderhevig aan herziening door het hof van appèl of van een van de rechters daarvan; onverminderd het recht van appèl tegen zodanig vonnis hetzij vóór of na de bekrachtiging van het vonnis door de rechter die het hof dat het vonnis in herziening neemt.

87. Wanneer een hof aan een wegens een overtreding veroordeelde een straf bedoeld in het voorgaand artikel oplegt, moet de klerk van 't hof aan de griffier van 't hof van appèl, niet later dan een week na de uitwijzing van de zaak, de stukken van de zaak toezenden, tezamen met zodanige opmerkingen, als de voorzittende rechterlike ambtenaar er mocht bijvoegen, en met alle schriftelike verklaringen of bewijsgronden die de beschuldigde binnen drie dagen na het vonnis bij de klerk van het hof mocht inzenden. De griffier is gehouden de stukken voormeld, met bekwame spoed, aan een van de rechters van het hof van appèl in kamers ter overweging voor te leggen.

88. (1) Wanneer op grond van de stukken vermeld in het voorgaand artikel alsmede op grond van verdere informatie of getuigenis die op verlangen van de rechter door het magistraatshof verstrekt of afgenomen is, de rechter van oordeel is dat behoorlik recht gedaan is, dan certificeert hij zulks op de stukken van de zaak; zullende de stukken alsdan door de griffier voormeld worden teruggezonden aan het hof, van hetwelk zij afkomstig zijn.

(2) Blijkt op grond van de stukken voormeld aan de rechter dat niet behoorlik recht gedaan is of dat er twijfel bestaat, of al dan niet behoorlik recht gedaan is, dan legt hij dezelve voor het hof van appèl ter overweging, zullende dat hof op enige zitting daarvan de veroordeling van 't magistraatshof mogen bekrachtigen, veranderen of te niet doen of het vonnis van het magistraatshof mogen bekrachtigen, verminderen of wijzigen, en de verrichtingen daarvan ter zijde zetten of verbeteren. Indien het hof zulks nodig of voegzaam oordeelt, kan het de zaak naar het magistraatshof terugverwijzen, met zodanige instrukties betreffende het inwinnen van verdere getuigenis en in 't algemeen betreffende verdere in de zaak te verrichten handelingen als het hof raadzaam acht, zullende het zodanige order maken betreffende de opschorting van de tenuitvoerlegging van het vonnis tegen de veroordeelde persoon of de toelating van zodanig persoon tot borgtocht, of, in 't algemeen, betreffende enige aangelegenheid in verband met zodanig persoon of de verrichtingen ten aanzien van hem als voornoemd hof in 't belang van de rechtspraak nodig acht.

(3) Wanneer in enig geval het hof van appèl het wenselik acht dat een rechtsvraag of feitelike vraag, die in zulk een zaak mocht rijzen, ter terechtzitting bepleit worde, kan het bevelen dat dezelve bepleit worde door de Prokureur-generaal en door zodanige andere advokaat als genoemd hof mocht aanwijzen.

89. (1) Elk hof dat een vonnis oplegt hetwelk onder artikel *zes en tachtig* aan herziening onderhevig is, moet aan de veroordeelde mededelen, dat de stukken van de zaak binnen zeven dagen opgezonden zullen worden. Zodanig persoon of zijn wettige vertegenwoordiger kan de stukken vóór hun opzending of terwijl zij onder berusting zijn van het hof van appèl, inzien en daarvan afschriften maken en kan de zaak ter bepleiting voor het hof van appèl op de rol zetten op dezelfde wijze alsof de stukken aan het hof van appèl teruggezonden of opgezonden waren ingevolge een order door hetzelve gemaakt teneinde de verrichtingen van een lager hof in herziening te brengen.

(2) Wanneer zulk een zaak alzo op de rol geplaatst is, hetzij de overtreding van overheidswege of ten verzoeke van een private partij vervolgd is, wordt een schriftelike kennisgeving door of ten behoeve van de veroordeelde, op de Prokureur-generaal te zijnen kantore gediend ten minste zeven dagen vóór de dag bepaald voor de bepleiting, onder opgave van de naam en het nummer van de zaak, het hof waarvoor dezelve gediend heeft, de datum waarvoor de zaak ter bepleiting op de rol geplaatst is, en de gronden of redenen waarop tenietdoening of verandering van het vonnis gevraagd wordt.

(3) Wanneer het vonnis bekrachtigd, tenietgedaan of veranderd wordt, zijn geen kosten ten aanzien van de herzieningsprocedure betaalbaar door de vervolger aan de veroordeelde of door de veroordeelde aan de vervolger.

HOOFDSTUK XV.

Tenuitvoerlegging van Vonnissen.

90. (1) Iedere tot gevangenisstraf gevonniste persoon wordt tot het ondergaan van zijn straftijd in de gevangenis van het distrikt geplaatst uit krachte van een lastbrief onder de hand van een rechterlike ambtenaar vermeldende elke straf, waartoe de beschuldigde gevonnist is.

(2) Zodanige lastbrief kan worden getekend hetzij door de rechterlike ambtenaar, die het vonnis gegeven heeft, hetzij door een andere rechtelike ambtenaar voor hetzelfde distrikt.

91. (1) De tenuitvoerlegging van een vonnis, waarbij iemand tot geldboete of tot gevangenisstraf met of zonder harde arbeid veroordeeld is, wordt niet opgeschort door de opzending, of de verplichting tot opzending van de stukken ter herziening, tenzij de gevonniste voldoende borgtocht stelt dat hij de opgelegde boete zal betalen of respektievelik dat hij zich zal overgeven om de gevangenisstraf te ondergaan ingeval de verrichtingen in de zaak als voorzegd goedgekeurd worden en ingeval een schriftelike aanmaning respektievelik om te betalen of zich over te geven, getekend door de klerk, gediend wordt op of voor zodanig persoon op een in de akte van borgtocht of verbintenis genoemde plek.

(2) Elke zodanige aanmaning aan voormelde persoon om òf de boete te betalen òf zich over te geven wordt op gelijke wijze gediend als bij de regels voorgeschreven is ten aanzien van de diening van de dagvaarding op de verweerder in een kriminele zaak.

92. (1) The punishment of whipping shall in no case (except where a male child under the age of sixteen years has been sentenced under the Criminal Procedure and Evidence Act, 1917), be inflicted until either the proceedings in the case have been returned with a judge's certificate or the court of appeal has affirmed the sentence of the magistrate's court.

(2) If in any case a person sentenced to receive any number of strokes shall not be also condemned to be imprisoned for such a period as shall allow time for the judge's certificate to be received before inflicting the said strokes such person, in case he shall not give sufficient bail to appear after being served at some place to be mentioned in the bail bond or recognizance with a written notice signed by the clerk of the court requiring him so to do, shall be detained in custody until either the proceedings in the case have been returned as aforesaid, or the sentence has been affirmed as aforesaid.

(3) In every case in which any person sentenced as aforesaid shall give bail as aforesaid, the judicial officer (should he so think fit) may take bail also for the cost and charge of serving such notice as aforesaid (if necessary) which cost and charge shall be the same as that of serving a summons in a civil case against the same person at the same place.

CHAPTER XVI.

Criminal Appeals.

93. (1) Any person convicted of any offence by the judgment of any magistrate's court (including a person discharged after conviction under any provision of the Criminal Procedure and Evidence Act, 1917), may appeal against any such conviction and against any sentence or order of the court following thereupon to the Eastern Districts Local Division of the Supreme Court.

(2) Whenever a criminal summons or charge is dismissed at any stage of the proceedings on exception or on the ground that it is bad in law or that it discloses no offence, the Attorney-General of the Province or the Solicitor-General may in like manner appeal against such dismissal.

(3) Any such appeal shall be noted and prosecuted within the period and in the manner prescribed by the rules; but the court of appeal may in any case extend such period.

(4) The court of appeal shall thereupon have the powers set out in sub-section (2) of section *eighty-eight;* Provided that, notwithstanding that such court is of opinion that any point raised might be decided in favour of the appellant, no conviction or sentence shall be reversed or altered by reason of any irregularity or defect in the record or proceedings unless it appears to the court of appeal that a failure of justice has in fact resulted therefrom or that the accused has been prejudiced thereby.

(5) When an appeal under this section is noted the provisions of sections *ninety-one* and *ninety-two* shall apply *mutatis mutandis* to the sentence appealed against.

(6) Notwithstanding anything in this section contained, whenever any person has been convicted by any magistrate's court of an offence and is undergoing imprisonment for that or any other offence, he shall not be entitled to prosecute in person any appeal which he has noted against the conviction, unless a judge of the court of appeal has certified that there are reasonable grounds for appeal.

PART IV.

Offences.

94. Any person wilfully disobeying or neglecting to comply with any order of the Native Appeal Court or of a magistrate's court or with a notice lawfully endorsed on a summons for rent prohibiting the removal of any furniture or effects shall be guilty of a contempt of court and shall, upon conviction, be liable to a fine not exceeding fifty pounds sterling or in default of payment to imprisonment with or without hard labour for a period not exceeding three months or to such imprisonment without the option of a fine.

95. Any person who—

(1) obstructs a messenger or deputy-messenger in the execution of his duty whether by escape or otherwise;

(2) being aware that goods are under arrest, interdict, or attachment by the court, makes away with or disposes of those goods in any manner not authorized by law or knowingly permits those goods, if in his possession or under his control, to be made away with or disposed of in any such manner;

(3) being a judgment debtor and being required by a messenger or deputy-messenger to point out property to satisfy any warrant issued in execution of judgment against such person, either—

(*a*) falsely declares to that messenger or deputy-messenger that he possesses no property or not sufficient property to satisfy the warrant; or

(*b*) although owning such property neglects or refuses to point out the same; or

(4) being a judgment debtor refuses or neglects to comply with any requirement of a messenger or deputy-messenger in regard to the delivery of documents in his possession or under his control relating to the title of the immovable property under execution,

shall be liable upon conviction to a fine not exceeding fifty pounds or, in default of payment, to imprisonment for a period not exceeding three months or to such imprisonment without the option of a fine.

96. (1) If any person, whether in custody or not, wilfully insults any judicial officer during his sitting or any clerk or messenger or other officer during his attendance at such sitting, or wilfully interrupts the proceedings of the court or otherwise

92. (1) (Uitgezonderd het geval waar een mannelik kind beneden de leeftijd van zestien jaren onder de Wet op Kriminele Procedure en Bewijslevering, 1917, veroordeeld wordt), mag de geselstraf in geen geval worden uitgevoerd, tenzij òf de stukken in de zaak teruggezonden zijn vergezeld van een certifikaat van de rechter òf het hof van appèl het vonnis van het magistraatshof bekrachtigd heeft.

(2) Wanneer in enig geval een tot katsslagen gevonnist persoon niet tevens veroordeeld wordt tot gevangenisstraf van zodanige duur, dat het mogelik is om het rechterlik certifikaat intijds vóór de toediening van de katsslagen te verkrijgen, wordt zodanig persoon, ingeval hij niet voldoende borgtocht stelt om te verschijnen nadat op hem op een in de akte van borgtocht of verbintenis genoemde plek een schriftelike door de klerk van 't hof getekende aanmaning om zulks te doen gediend is, in verzekerde bewaring gehouden totdat òf de stukken in de zaak als voorzegd teruggezonden zijn òf het vonnis als voorzegd bekrachtigd is.

(3) In ieder geval waar een als voormeld gevonnist persoon borgtocht als voorzegd gesteld heeft, kan de rechterlike ambtenaar desgeraden tevens borgtocht vragen voor de kosten en onkosten van diening van vorenbedoelde aanmaning (zo nodig), zullende de kosten en onkosten dezelfde zijn als die van diening van een dagvaarding in een civiele zaak tegen dezelfde persoon op dezelfde plaats.

HOOFDSTUK XVI.

Kriminele Appels.

93. (1) Ieder die bij uitspraak van een magistraatshof wegens een overtreding schuldig verklaard is (daaronder begrepen een persoon die na zijn schuldigverklaring onder een bepaling van de Wet op de Kriminele Procedure en Bewijslevering, 1917, ontslagen is) kan van zodanige schuldigverklaring en tegen enig daarop volgend vonnis of order van het hof in appèl komen bij de oostelike distrikten plaatselike afdeling van het Hooggerechtshof.

(2) Wanneer een kriminele dagvaarding of aanklacht in enige stand van het geding van de hand gewezen wordt op ekseptie of op grond dat dezelve rechtens ondeugdelik is of geen misdaad oplevert, kan de Prokureur-generaal van de Provincie of de Soliciteur-generaal op gelijke wijze tegen zodanige afwijzing in appèl komen.

(3) Zodanig appèl moet binnen de termijn en op de wijze bepaald bij de regels worden aangetekend. Het hof van appèl is echter in ieder geval bevoegd de termijn van appèl te verlengen.

(4) Het hof van appèl heeft alsdan de bevoegdheden vermeld in subartikel (2) van artikel *acht en tachtig*; met dien verstande dat, niettegenstaande zodanig hof van oordeel is dat het een of ander opgeworpen vraagpunt ten gunste van de appellant mocht worden beslist, geen schuldigverklaring of vonnis vernietigd of veranderd zal worden op grond van een onregelmatigheid of gebrek in de stukken van 't geding of de procedures, tenzij aan het hof van appèl blijkt dat een rechtschending het feitelik gevolg daarvan is geweest of dat de beschuldigde daardoor benadeeld is.

(5) Wanneer ingevolge dit artikel appèl aangetekend is, zijn de bepalingen van artikels *een en negentig* en *twee en negentig mutatis mutandis* van toepassing op het vonnis waartegen geappelleerd wordt.

(6) Niettegenstaande het bepaalde in dit artikel is een persoon, die door een magistraatshof wegens een overtreding veroordeeld is en wegens zodanige of een andere overtreding gevangenisstraf ondergaat, niet gerechtigd in persoon het appèl te vervolgen door hem tegen de veroordeling ingesteld, tenzij een rechter van het hof van appèl gecertificeerd heeft dat er redelike gronden van appèl zijn.

AFDELING IV.

Overtredingen.

94. Ieder die opzettelik niet gehoorzaamt, of nalaat te voldoen aan een order van het Naturelle Appèl Hof of van een magistraatshof of aan een kennisgeving die wettig geëndosseerd is op een dagvaarding voor huurgeld, waarbij de verwijdering van meubelen en effekten verboden wordt, is schuldig aan minachting van het hof en wordt, bij veroordeling, gestraft met geldboete van ten hoogste vijftig pond of bij wanbetaling met gevangenisstraf met of zonder harde arbeid van ten hoogste drie maanden of tot zodanige gevangenisstraf zonder de keuze van boete.

95. Ieder die—

(1) een bode of adjunkt-bode in de uitvoering van zijn plicht belemmert, hetzij door ontvluchting of op een andere wijze;

(2) wetende dat goederen door het hof onder arrest, interdikt of beslaglegging geplaatst zijn, die goederen wegmaakt of van de hand zet op een wettelik ongeoorloofde wijze of desbewust toelaat dat die goederen, indien ze in zijn bezit of onder zijn toezicht zijn, aldus weggemaakt of van de hand gezet worden;

(3) een vonnis-schuldenaar zijnde en door de bode of adjunkt-bode verzocht zijnde goederen aan te wijzen ter voldoening aan een lastbrief uitgereikt ter uitvoering van een vonnis tegen die persoon, hetzij—

(*a*) valselik aan die bode of adjunkt-bode verklaart, dat hij geen goederen bezit of geen voldoende goederen om aan de lastbrief te voldoen; of

(*b*) nietegestaande hij zodanige goederen bezit, nalaat of weigert dezelve aan te wijzen; of

(4) een vonnis-schuldenaar zijnde weigert of nalaat aan een verlangen van een bode of adjunkt-bode te voldoen; ten opzichte van de aflevering van dokumenten in zijn bezit of onder zijn beheer betreffende de titel van het vastgoed onder eksekutie,

wordt bij veroordeling gestraft met een boete van ten hoogste vijftig pond of bij wanbetaling met gevangenisstraf van ten hoogste drie maanden of met gevangenisstraf zonder de keuze van boete.

96. (1) Iemand, al dan niet in verzekerde bewaring zijnde, die moedwillig een rechterlike ambtenaar gedurende zijn hofzitting of een klerk of bode of andere beambte, die bij die zitting tegenwoordig is, beledigt, of die moedwillig de verrichtingen van het

misbehaves himself in the place where such court is held, he shall [in addition to his liability to being removed and detained as in sub-section (4) of section *five* provided] be liable to imprisonment for any period not exceeding one month or to pay a fine not exceeding twenty pounds for every such offence or, in default of payment, to such imprisonment.

(2) In any case in which the court commits or fines any person under the provisions of this section, the judicial officer shall without delay transmit to the registrar of the court of appeal for the consideration and review of a judge in chambers, a statement, certified by such judicial officer to be true and correct, of the grounds and reasons of his proceedings, and shall also furnish to the party committed a copy of such statement.

PART V.

General and Supplementary.

97. Every judicial officer, clerk of the court, messenger and deputy-messenger of the court shall upon assuming office take the oath or oaths prescribed respectively in the Third Schedule to this Proclamation.

98. No magistrate's court shall be competent to pronounce upon the validity of a Provincial Ordinance or of a statutory proclamation of the Governor-General and every such court shall assume that every such Ordinance or proclamation is valid; but every such court shall be competent to pronounce upon the validity of any statutory regulation, order, or by-law.

99. (1) In any proceedings, whether civil or criminal, the court may, at any time before judgment, amend any summons or other document forming part of the record: Provided that no amendment shall be made by which any party other than the party applying for such amendment may (notwithstanding adjournment) be prejudiced in the conduct of his action, prosecution, or defence.

(2) In civil proceedings an amendment may be made upon such terms as to costs and otherwise as the court may judge reasonable.

(3) No misnomer in regard to the name of any person or place shall vitiate any proceeding of the court if the person or place be described so as to be commonly known.

100. (1) Whenever a decision is given by a magistrate's court in a criminal case on a matter of law, and the Attorney-General is dissatisfied with such decision, such Attorney-General may seek the ruling thereon of the provincial division of the Supreme Court, and such division shall appoint the matter to be argued before any three judges thereof; and its ruling thereon shall thereafter, unless and until a different ruling be given by the appellate division of the Supreme Court, be deemed to be the true decision on the said matter of law.

(2) Whenever the right of prosecution is possessed by any person or public body under any law in respect of particular offences, the powers conferred on the Attorney-General by sub-section (1) may be exercised by such body or person and the provisions of that sub-section shall thereupon apply.

101. (1) Nothing in this Proclamation shall be construed as affecting the operation of the Criminal Procedure and Evidence Act, 1917.

(2) Nothing in this Proclamation contained shall be construed as depriving any superior court of any power to review and correct the proceedings of any magistrate's court.

(3) Nothing in this Proclamation contained shall be construed as affecting the provisions of section *one hundred and five* of the South Africa Act, 1909, relating to appeals to the appellate division.

(4) For the purpose of the endorsement and service of all process as provided for in sub-section (2) of section *four* of the Magistrates' Court Act, 1917, and sub-section (3), section *four*, of this Proclamation, the said latter sub-section shall be read as an extension of sub-section (2) of section *four* of the said Act, and for the said purpose of endorsement and service and for the trial of all cases in which process is so issued and endorsed magistrates' courts in the Transkeian Territories shall be regarded as one with the magistrates' courts in the rest of the Union.

102. (1) Nothing in this Proclamation shall affect proceedings pending at the commencement of this Proclamation; and such proceedings shall be continued and concluded in every respect as if this Proclamation had not been issued.

(2) Proceedings shall, for the purposes of this section, be deemed to be pending if, at the commencement of this Proclamation, summons had been issued or the accused had pleaded but judgment had not been given; and to be concluded when judgment is given.

(3) At the expiration of one year from the commencement of this Proclamation, sub-section (1) of this section shall cease to have effect; and any cases pending at the commencement of this Proclamation and not concluded within one year thereafter shall become subject to the provisions of this Proclamation.

103. In this Proclamation, unless inconsistent with the context—

"Annexation Acts" means Acts of the Cape of Good Hope Nos. 38 of 1877, 35 of 1884, 3 of 1885, 37 of 1886, 45 of 1887, and 5 of 1894;

"Attorney-General" includes, in relation to matters within his jurisdiction, the Solicitor-General of the Eastern Districts of the Province of the Cape of Good Hope;

"Chief Magistrate" and "Assistant Chief Magistrate" mean respectively the Chief Magistrate of the Transkeian Territories and the Assistant Chief Magistrate of the Transkeian Territories;

"court" means a magistrate's court;

"court of appeal" means the provincial or local division of the Supreme Court to which an appeal lies from the magistrate's court or the Native Appeal Court provided for by section *seventy-two*, as the case may be;

hof stoort of zich op andere wijze misdraagt in de plek waar die hofzitting plaats vindt, wordt (buiten en behalve dat hij volgens de bepalingen van subartikel (4) van artikel *vijf* kan worden verwijderd en gevangengezet) gestraft met gevangenisstraf van ten hoogste een maand of met boete van ten hoogste twintig pond voor elke zodanige overtreding of bij wanbetaling met zodanige gevangenisstraf.

(2) In ieder geval wanneer het hof iemand krachtens de bepalingen van dit artikel naar de gevangenis verwijst of beboet, zendt de rechterlike ambtenaar onverwijld aan de griffier van het appèlhof ter overweging en herziening van een rechter *in camera*, een door die rechterlike ambtenaar als waar en korrekt gecertificeerde opgave, vermeldende de grond en redenen van zijn uitspraak, zullende hij tevens een afschrift van die opgave aan de naar de gevangenis gezonden partij verstrekken.

AFDELING V.

Algemene en Aanvullende Bepalingen.

97. Elk rechtelike ambtenaar, klerk van het hof, bode en adjunkt bode van het hof zullen bij indiensttreding de eed of eden afleggen welke respektievelik voorgeschreven zijn in de Derde Bijlage tot deze Proklamatie.

98. Geen magistraatshof is gerechtigd om een oordeel uit te spreken over de rechtsgeldigheid van een Provinciale Ordonantie of een wettig voorgeschreven proklamatie van de Goeverneur-generaal en elk zodanig hof moet aannemen dat elke zodanige ordonantie of proklamatie rechtsgeldig is; doch elk zodanig hof is bevoegd een oordeel uit te spreken over de rechtsgeldigheid van een wettig voorgeschreven regulatie, order of verordening.

99. (1) In alle civiele of kriminele zaken kan het hof te eniger tijd vóórdat vonnis geveld is, een dagvaarding of ander dokument dat deel uitmaakt van de processtukken verbeteren: Mits geen verbetering gemaakt worde waarbij een partij, niet zijnde de partij welke de verbetering aanvraagt (niettegenstaande verdaging) zou kunnen worden benadeeld in zijn aktie, vervolging of verdediging.

(2) In civiele zaken kan een verbetering gemaakt worden op zodanige voorwaarden, ten aanzien van kosten en anderszins, als het hof redelik mocht achten.

(3) Geen verkeerde benaming van een persoon of plaats, maakt de verrichtingen van het hof nietig, als de persoon of plek beschreven is zoals dezelve algemeen bekend staat.

100. (1) Wanneer in een Provincie een magistraatshof een beslissing gegeven heeft in een kriminele zaak omtrent een rechtspunt en de Prokureur-generaal van die Provincie ontevreden is met die beslissing, kan die Prokureur-generaal de beslissing van de provinciale afdeling van het Hooggerechtshof daaromtrent inroepen, zullende zodanige afdeling bevelen dat het punt bepleit worde voor drie rechters daarvan. Hun beslissing op dat punt wordt daarna, tenzij en totdat de afdeling van appèl van het Hooggerechtshof een andere beslissing geeft, geacht de juiste beslissing van dat rechtspunt te zijn.

(2) Wanneer een persoon of openbaar lichaam ingevolge een wet het recht tot vervolging bezit ten aanzien van bepaalde overtredingen, kunnen de bevoegdheden verleend aan de Prokureur-generaal door subartikel (1) door zodanig lichaam of zodanige persoon worden uitgeoefend, zullende de bepalingen van dit subartikel alsdan van toepassing zijn.

101. (1) Het bepaalde in deze Proklamatie heeft geen invloed op de werking van de Wet op de Kriminele Procedure en Bewijslevering, 1917.

(2) Het bepaalde in deze Proklamatie laat ongerept de bevoegdheid van een hoger hof om de verrichtingen van een magistraatshof te verbeteren en te herzien.

(3) Het bepaalde in deze Proklamatie heeft geen invloed op de voorzieningen van artikel *honderd en vijf* van de Zuid-Afrika Wet, 1909, betreffende het recht van appèl naar de afdeling van appèl.

(4) Voor het doel van het endossement en de dienst van alle processtukken als voorzien in subartikel (2) van artikel *vier* van de Magistraatshoven Wet, 1917, en subartikel (3), artikel *vier* van deze Proklamatie, zal het laatstgenoemde subartikel gelezen worden als 'n uitbreiding van subartikel (2) van artikel *vier* van de Wet voormeld, en voor het genoemde doel van endossement en dienst en voor het verhoor van alle zaken waarvoor proces alzo uitgevaardigd en geëndosseerd zijn zullen Magistraatshoven in het Transkei-gebied beschouwd worden als een met de Magistraatshoven in de rest van de Unie.

102. (1) De bepalingen van deze Proklamatie hebben geen invloed op zaken, die bij de invoering van deze Proklamatie aanhangig waren, zullende zodanige zaken in alle opzichten worden voortgezet en beslist alsof deze Proklamatie niet afgekondigd was.

(2) Voor de toepassing van dit artikel worden zaken geacht aanhangig te zijn, indien bij de invoering van deze Proklamatie een dagvaarding uitgereikt was of de beschuldigde gepleit had, doch geen uitspraak gegeven was; en beslist te zijn wanneer uitspraak gegeven is.

(3) Na afloop van een jaar na de invoering van deze Proklamatie, treedt subartikel (1) van dit artikel buiten werking, zullende alle bij de invoering van deze Proklamatie aanhangige zaken, die niet beslist zijn binnen een jaar daarna, aan de bepalingen van deze Proklamatie onderworpen worden.

103. In deze Proklamatie wordt, zo het verband geen andere zin aanwijst—

onder "Anneksatie Wetten" begrepen Wetten van de Kaap de Goede Hoop Nos. 38 van 1877, 35 van 1884, 3 van 1885, 37 van 1886, 45 van 1887 en 5 van 1894;

onder "Prokreur-generaal" begrepen, wat betreft aangelegenheden binnen zijn rechtsbevoegdheid, de Soliciteur-generaal van de Oostelike Distrikten van de Provincie de Kaap de Goede Hoop;

onder "Hoofdmagistraat" en "Assistent-hoofdmagistraat," respektievelik, verstaan de Hoofdmagistraat van het Transkei-gebied en de Assistent Hoofdmagistraat van het Transkei-gebied;

onder "hof" verstaan een magistraatshof;

onder "appèlhof" verstaan de provinciale of plaatselike afdeling van het Hooggerechtshof naar hetwelk een appèl aangetekend kan worden van het magistraatshof of het Naturellen Appèlhof als voorzien in artikel *twee en zeventig* naar het geval mocht zijn;

"judgment," in civil cases, includes a sentence, decree, rule, or order;

"judicial officer" includes magistrate, additional magistrate, and assistant magistrate;

"magistrate" does not include "additional magistrate" or assistant magistrate";

"Minister" means the "Minister of Native Affairs";

"native" means any member of the aboriginal races or tribes of Africa south of the equator, including Griquas and Hottentots and also any person who is in possession of an allotment of land under the provisions of Cape Proclamation No. 227 of 1898, Union Proclamations Nos. 241 of 1911, 143 of 1919, or 174 of 1921;

"suits or proceedings between natives" includes cases in which either suitor is a person other than a native suing or sued in his representative capacity on behalf of a native or a native estate;

"offence" means an act or omission punishable by law or by a regulation, order, or by-law lawfully made and in force under any statute;

"the court" if used in relation to any district, sub-district, or area, means the magistrate's court having jurisdiction within that district, sub-district, or area;

"the district," if used in relation to any court, means the district, sub-district, or area within which that court has jurisdiction;

"the rules" means the orders, rules, and annexures contained in the Second Schedule to this Proclamation or otherwise made under this Proclamation;

"this Proclamation" includes the Schedules thereto and any rules made thereunder.

104. (1) Notwithstanding the provisions of the Annexation Acts it shall be in the discretion of the court in civil suits or proceedings between natives involving questions of customs followed by natives to decide such questions according to the native law applying to such customs except in so far as it shall have been repealed or modified by Act of Parliament or Governor's or Governor-General's Proclamation.

(2) Where the parties to a suit reside in areas where different native laws are in operation the native law, if any, to be applied by the court shall be that prevailing in the place of residence of the defendant.

105. Whenever in this Proclamation any appellation, differing from that by which any person or thing was known before the commencement of this Proclamation, is given to such person or thing, no act or proceeding of any kind whatsoever shall be invalid for the reason merely that through inadvertence or error such person or thing is styled by the appellation by which such person or thing was known before the commencement of this Proclamation.

FIRST SCHEDULE.

LAWS REPEALED.

Act or Proclamation.	*Extent of Repeal.*
Cape Proclamation No. 110 of 1879	Sections 2 to 6, 8 to 29, 71, and Schedule A.
Cape Proclamation No. 112 of 1879	Sections 2 to 6, 8 to 29, 71, and Schedule A.
Cape Government Notice No. 80 of 1880	The whole.
Cape Government Notice No. 176 of 1880	The whole.
Cape Act No. 40 of 1882.....	Sections 19 and 20.
Cape Government Notice No. 137 of 1885	The whole.
Cape Proclamation No. 140 of 1885	Sections 2 to 6, 8 to 28, 70, and Schedule A.
Cape Act No. 24 of 1886.....	Sections 248 to 250, 260, 262, 264, 265, 267, and 268
Cape Proclamation No. 201 of 1886	The whole.
Cape Proclamation No. 116 of 1889	The whole.
Cape Proclamation No. 80 of 1890	In so far as it affects the operation of Section 6, Act No. 8 of 1879 and Section 9, Act No. 46 of 1882 in Magistrates' Courts.
Cape Act No. 26 of 1894.....	The whole.
Cape Proclamation No. 391 of 1894	The whole.
Cape Proclamation No. 280 of 1895	The proviso to the Proclamation.
Cape Proclamation No. 13 of 1899	In so far as it enforces Act No. 43 of 1898, Schedule II, Tariff 5.
Cape Proclamation No. 307 of 1899	The whole.
Cape Proclamation No. 87 of 1900	The whole.
Cape Proclamation No. 88 of 1900	The whole.
Cape Proclamation No. 102 of 1900	The whole.
Cape Proclamation No. 130 of 1900	The whole.
Cape Proclamation No. 20 of 1901	In so far as it affects the operations of Sections 12 and 13 of Cape Act No. 17 of 1886.
Cape Proclamation No. 31 of 1902	The whole.
Cape Proclamation No. 90 of 1903	From the beginning to the end of the first occurrence of the words "the Schedule hereto".
Cape Act No. 35 of 1904.....	Section 9.
Cape Proclamation No. 310 of 1904	In so far as it extends, Section 26, Act No. 37 of 1904.

onder "vonnis," in civiele zaken, begrepen een uitspraak, dekreet, regel of order;

onder "rechterlike ambtenaar" begrepen een magistraat, additionele magistraat en assistent-magistraat;

onder "magistraat" niet begrepen additionele magistraat of assistent-magistraat;

onder "Minister" verstaan de Minister van Naturellezaken.

onder "naturel" 'n oorspronkelike inwoner van Zuid-Afrika ten zuiden van de Equator, insluitende Grikwas en Hottentots, alsook 'n persoon die in bezit is van 'n hoeve krachtens de bepalingen van Kaapse Proklamatie No. 227 van 1898. Unie Proklamaties Nos. 241 van 1911, 143 van 1919 of 174 van 1921;

onder "zaken en procedures tussen naturellen" verstaan zaken waarin een van beide eisers een ander persoon is dan een naturel die vervolgt of vervolgd wordt in ziin hoedanigheid als vertegenwoordiger van een naturel of een naturelleboedel;

onder "overtreding" verstaan een handeling of nalating waarop volgens wet of bij een krachtens wetsbepaling wettig vastgestelde en geldende regulatie, order of verordening, straf gesteld is;

onder "het hof" verstaan, wanneer die uitdrukking gebruikt wordt in toepassing op een distrikt, subdistrikt of kring, het magistraatshof dat bevoegd is in dat distrikt, subdistrikt of die kring;

onder "het distrikt" verstaan, wanneer de uitdrukking gebruikt wordt in toepassing op een hof, het distrikt, subdistrikt of de kring waarin dat hof bevoegd is;

onder "de regels" verstaan de orders, regels en aanhangsels in de Tweede Bijlage tot deze Proklamatie of anderszins krachtens deze Proklamatie vastgesteld;

onder "deze Proklamatie" begrepen de Bijlagen daartoe en alle krachtens dezelve vastgestelde regels.

104. (1) Ondanks de bepalingen van de Annexatie Wetten, kan het hof in civiele zaken en procedures onder naturellen, waarbij kwesties van naturellegebruik te pas komen, zijn diskretie gebruiken met de beslissing van zodanige zaken in overeenstemming met de naturellewet, die bij zodanige zaken van kracht is, uitgezonderd in zover die door een wet van de Volksraad of een Goeverneurs, of een Goeverneur-generaals Proklamatie herroepen of gewijzigd werd.

(2) Wanneer de partijen tot een geding in streken wonen waar verschillende naturellewetten van kracht zijn, zal de wet (indien er een zodanig is), door het hof te worden toegepast, die zijn welke van kracht is in de woonplaats van de verweerder.

105. Wanneer in deze Proklamatie aan een persoon of zaak een benaming gegeven wordt, welke verschilt van die waaronder die persoon of zaak vóór de invoering van deze Proklamatie bekend stond, is geen handeling of verrichting, van welke aard ook, ongeldig, om reden alleen dat door nalatigheid of dwaling aan die persoon of zaak de benaming gegeven is, waaronder die persoon of zaak vóór de invoering van deze Proklamatie bekend stond.

EERSTE BIJLAGE.

HERROEPEN WETTEN.

Wet of Proklamatie.	*Omvang van Herroeping.*
Kaapse Proklamatie No. 110 van 1879	Artikels 2 tot 6, 8 tot 29, 71 en Bijlage A.
Kaapse Proklamatie No. 112 van 1879	Artikels 2 tot 6, 8 tot 29, 71 en Bijlage A.
Kaapse Goevernements Kennisgeving No. 80 van 1880	't Geheel.
Kaapse Goevernements Kennisgeving No. 176 van 1880	't Geheel.
Kaapse Wet No. 40 van 1882....	Artikels 19 en 20.
Kaapse Goevernements Kennisgeving No. 137 van 1885	't Geheel.
Kaapse Proklamatie No. 140 van 1885	Artikels 2 tot 6, 8 tot 28, 70 en Bijlage A.
Kaapse Wet No. 24 van 1886....	Artikels 248 tot 250, 260, 262, 264, 265, 267 en 268.
Kaapse Proklamatie No. 201 van 1886	't Geheel.
Kaapse Proklamatie No. 116 van 1889	't Geheel.
Kaapse Proklamatie No. 80 van 1890	In zoverre het de toepassing beinvloedt van Artikel 6, Wet No. 8 van 1879 en Artikel 9 van Wet No. 46 van 1882 in Magistraatshoven.
Kaapse Wet No. 26 van 1894 ...	't Geheel.
Kaapse Proklamatie No. 391 van 1894	't Geheel.
Kaapse Proklamatie No. 280 van 1895	De voorbehoudsbepaling tot de Proklamatie.
Kaapse Proklamatie No. 13 van 1899	In zoverre het de Wet No. 43 van 1898, Bijlage II, Tarief 5, in werking stelt.
Kaapse Proklamatie No. 307 van 1899	't Geheel.
Kaapse Proklamatie No. 87 van 1900	't Geheel.
Kaapse Proklamatie No. 88 van 1900	't Geheel.
Kaapse Proklamatie No. 102 van 1900	't Geheel.
Kaapse Proklamatie No. 130 van 1900	't Geheel.
Kaapse Proklamatie No. 20 van 1901	't Geheel, in zoverre het de toepassing beïnvloedt van artikels 12 en 13 van de Kaapse Wet No. 17 van 1886.
Kaapse Proklamatie No. 31 van 1902	't Geheel.
Kaapse Proklamatie No. 90 van 1903	Van af 't begin tot het einde van de eerste vermelding van de woorden "de bijlage hiertoe".
Kaapse Wet No. 35 van 1904.....	Artikel 9.
Kaapse Proklamatie No. 310 van 1904	In zoverre het Artikel 26 van Wet No. 37 van 1904 uitbreidt.

Act or Proclamation.	*Extent of Repeal.*
Cape Proclamation No. 332 of 1905	The whole.
Cape Proclamation No. 244 of 1906	The whole
Cape Proclamation No. 3 of 1907	The whole.
Cape Proclamation No. 428 of 1907	The whole.
Cape Proclamation No. 528 of 1907	The whole.
Cape Government Notice No. 1481 of 1907	The whole.
Cape Proclamation No. 430 of 1908	In so far as it extends, Section 8, Act No. 23 of 1908.
Cape Proclamation No. 497 of 1908	The whole.
Cape Proclamation No. 548 of 1909	Section 12, Sub-sections (2) and (3).
Cape Proclamation No. 69 of 1910	The whole.
Union Proclamation No. 158 of 1910	The whole.
Proclamation No. 25 of 1911 ...	The whole.
Proclamation No. 154 of 1911 ...	The whole.
Proclamation No. 160 of 1911 ...	The whole.
Government Notice No. 1316 of 1911	The whole.
Proclamation No. 277 of 1911 ...	The whole.
Proclamation No. 144 of 1915 ...	The whole.
Proclamation No. 74 of 1916 ...	In so far as it enforces Section 42, Act No. 36 of 1902.
Proclamation No. 144 of 1918 ...	The whole.
Proclamation No. 91 of 1919 ...	The whole.
Proclamation No. 120 of 1920 ...	The whole.

SECOND SCHEDULE.

RULES.

INDEX.

ORDERS.

No. I. Application and Interpretation.

No. II. Messenger of the Court.

CIVIL.	CRIMINAL.
No.	No.
III. Clerk of the Court.	XXXIII. Clerk of the Court.
IV. Representation of Parties.	XXXIV. Appeals.
V. *Pro Deo* Applicants.	
VI. Service of Process, Notices, etc.	
VII. Summons commencing Action.	
VIII. Claims in Reconvention and Appearance to Defend.	
IX. Judgment by Consent or Default.	
X. Further Particulars.	
XI. Payment into Court.	
XII. Objections, Exceptions, and Special Defences.	
XIII. Summary Judgment.	
XIV. Plea.	
XV. Reply.	
XVI. Discovery of Documents.	
XVII. Trial.	
XVIII. Withdrawal and Dismissal.	
XIX. Records of Proceedings.	
XX. Applications.	
XXI. Arrests, Interdicts, Attachments, and *Mandamenten van Spolie.*	
XXII. Subpœnas.	
XXIII. Interest.	
XXIV. Execution.	
XXV. Interpleader.	
XXVI. Civil Imprisonment.	
XXVII. Garnishee Orders.	
XXVIII. Review of Judgments and Orders.	
XXIX. Appeals.	
XXX. Assessors.	
XXXI. Costs and Messengers' Fees.	
XXXII. General.	

Order No. I.

APPLICATION AND INTERPRETATION.

1. Unless the context shall otherwise require:—

(i) Orders I and II of these rules shall apply to all matters, whether civil or criminal;

(ii) Orders III to XXXII inclusive shall apply only to civil matters;

(iii) Orders XXXIII and XXXIV shall apply only to criminal matters.

2. (1) The provisions contained in Orders XIV to XVII inclusive of these rules shall be applicable only if—

(i) the plaintiff shall not apply for summary judgment; or

(ii) the plaintiff having applied for summary judgment, an order has been made giving the defendant leave to defend.

Wet of Proklamatie.	*Omvang van Herroeping.*
Kaapse Proklamatie No. 332 van 1905	't Geheel.
Kaapse Proklamatie No. 244 van 1906	't Geheel.
Kaapse Proklamatie No. 3 van 1907	't Geheel.
Kaapse Proklamatie No. 428 van 1907	't Geheel.
Kaapse Proklamatie No. 528 van 1907	't Geheel.
Kaapse Goevernements Kennisgeving No. 1481 van 1907	't Geheel.
Kaapse Proklamatie No. 430 van 1908	In zoverre het Artikel 8, Wet No. 23 van 1908 uitbreidt.
Kaapse Proklamatie No. 497 van 1908	't Geheel.
Kaapse Proklamatie No. 545 van 1909	Artikel, 12, subartikels (2) en (3).
Kaapse Proklamatie No. 69 van 1910	't Geheel.
Unie Proklamatie No. 158 van 1910	't Geheel.
Proklamatie No. 25 van 1911 ...	't Geheel.
Proklamatie No. 154 van 1911 ...	't Geheel.
Proklamatie No. 160 van 1911 ...	't Geheel.
Goevernements Kennisgeving No. 1316 van 1911	't Geheel.
Proklamatie No. 277 van 1911 ...	't Geheel.
Proklamatie No. 144 van 1915 ...	't Geheel.
Proklamatie No. 74 van 1916 ...	In zoverre het Artikel 42 van Wet No. 36 van 1902 in werking stelt.
Proklamatie No. 144 van 1918 ...	't Geheel.
Proklamatie No. 91 van 1919 ...	't Geheel.
Proklamatie No. 120 van 1920 ...	't Geheel.

TWEEDE BIJLAGE.

REGELS.

INDEX.

ORDERS.

No. I. Toepassing en Uitlegging.

No. II. De Gerechtsbode.

CIVIELE ORDERS.	KRIMINELE ORDERS.
No.	No.
III. De Klerk van 't Hof.	XXXIII. Klerk van 't Hof.
IV. Vertegenwoordiging van Partijen.	XXXIV. Appèl.
V. *Pro Deo* Applikanten.	
VI. Diening van bevelschriften, kennisgevingen, enz.	
VII. Dagvaarding waarbij zaak aanhangig gemaakt wordt.	
VIII. Eis in Rekonventie en verschijning tot verdediging.	
IX. Vonnis met toestemming of bij verstek.	
X. Verdere biezonderheden.	
XI. Gerechtelike Inbetaling.	
XII. Objekties, Excepties en SpecialeVerweermiddelen.	
XIII. Summiere Veroordeling.	
XIV. Antwoord.	
XV. Repliek.	
XVI. Openlegging van Stukken.	
XVII. Behandeling van de zaak.	
XVIII. Intrekking en Afwijzing van Aktie.	
XIX. Notulen van Verrichtingen.	
XX. Applikaties.	
XXI. Arresten, Interdikten, Beslaglegging en Mandamenten van Spolie	
XXII. Dagvaarding van Getuigen.	
XXIII. Rente.	
XXIV. Tenuitvoerlegging van Vonnis.	
XXV. Tussenpleitgeding.	
XXVI. Gijzeling.	
XXVII. Orders tot Beslag onder Derden.	
XXVIII. Herziening van Vonnissen en Orders.	
XXIX. Appèl.	
XXX. Assessoren.	
XXXI. Kosten en Bodelonen.	
XXXII. Algemene Bepalingen.	

Order No. I.

TOEPASSING EN UITLEGGING.

1. Tenzij het verband anders vereist:—

(i) zijn Orders I en II van deze regels toepasselik op alle zaken, civiele zowel als kriminele;

(ii) zijn Orders III tot en met XXXII slechts toepasselik op civiele zaken;

(iii) zijn Orders XXXIII en XXXIV slechts toepasselik op kriminele zaken.

2. (1) De voorzieningen vervat in Orders XIV tot en met XVII van deze regels zijn slechts dan van toepassing wanneer—

(i) de eiser geen summier vonnis verzoekt; of

(ii) de eiser summier vonnis verzocht heeft, doch een order verleend is waarbij aan verweerder verlof gegeven wordt de zaak te verdedigen.

(2) (*a*) The forms contained in the First Annexure to these rules may, where applicable, be used with such variations as circumstances may require; but non-compliance with this rule shall not in itself be a ground of objection or exception.

(*b*) All process of the court for service or execution and all documents or copies to be filed of record shall be on foolscap paper.

(*c*) All process sued out or notices or documents delivered shall be endorsed with the name and address of the party suing out or delivering the same.

(*d*) The clerk of the court may, before issuing any process which is not substantially in the form required by these rules, refer the same to the judicial officer, who may direct him either to issue or to refuse to issue such process. Provided that this shall not apply to any matter as to which the opposite party may object or except under these rules, and in particular shall not apply to endorsements of particulars of claim under Order VII, rule 3 (1), otherwise than as to costs, fees, and charges.

(3) These rules shall come into operation on the commencement of the Proclamation.

3. (1) In these rules and in the forms thereto annexed any word to which a meaning has been assigned in the body of the Proclamation shall bear that meaning, and the several words herein aftermentioned shall have and include the meanings following, unless the rules otherwise direct or another meaning clearly appears from the context:—

"attorney" includes a law agent instructed by a party to act on his behalf and legally entitled to so act.

"clerk of the court" includes any assistant clerk and any person appointed to act as such clerk or assistant.

"company" means an incorporated or registered company.

"copy" means a true and correct copy.

"default judgment" means a judgment given in the absence of the party against whom it is made.

"deliver" (except in Order VI) means to file of record with the clerk of the court and to serve a copy on the opposite party.

"delivery" means such filing and service.

"give security" means to give security to the satisfaction of the clerk of the court either by payment into court of the amount in question or by the giving of a security bond therefor either by a party with some one as his surety who is approved by the clerk of the court or by two or more persons who are so approved.

"messenger" means the messenger of the court or (except in Order II) his lawful deputy, and includes any person specially approved of by the court to effect any particular service.

"money" includes all coined money, whether current in the Union or not, and all bank-notes, bank-drafts, cheques, orders, warrants, or authorities for the payment of money.

"notice" means notice in writing.

"owner" and other like terms, when used with reference to property or acts, include corporations of all kinds and any other associations of persons capable of owning or holding property; they also, when relating to Crown property, include His Majesty.

"party" means any person who is a party to the proceedings.

"pending case" means a case in which summons has been issued and which has not been withdrawn, discontinued or dismissed and in which judgment has not been given.

"plaintiff," "defendant," "applicant," "respondent," and "party" include, for the purpose of service, notice, appearance, endorsement, and signature, the attorney appearing for any such party.

"property" includes everything animate or inanimate, corporeal or incorporeal, capable of being the subject of ownership.

"superior court" means any division of the Supreme Court, whether it is the appellate division or a provincial or local division.

"the Proclamation" means this Proclamation.

"valuable security" includes any document which is the property of any person and which is the evidence of the ownership of any property or of the right to recover or receive any property.

(2) Where anything is required by these rules to be done within a particular number of days or hours, a Sunday or public holiday shall not be reckoned as part of such period.

(3) All distances shall be calculated over the shortest route reasonably available in the circumstances.

Order No. II.

MESSENGER OF THE COURT.

1. Every messenger of the court shall give security to the satisfaction of the magistrate of the district for the due fulfilment of the duties of his office and for the due and punctual payment by him to the parties entitled thereto of all moneys which shall come into his hands by virtue of his office.

2. Except as otherwise provided in these rules, the process of the court shall be served or executed, as the case may be, through the messenger.

3. Service or execution of process of the court shall be effected without any avoidable delay, and the messenger shall, in any case where resistance to the due service or execution of the process of the court has been met with or is reasonably anticipated, have power to call upon any officer or member of the police force to render aid to himself or his deputy.

(2) (*a*) De formulieren opgenomen in het Eerste Aanhangsel tot deze regels mogen, waar zij te pas komen, gebruikt worden met zodanige wijzigingen als de omstandigheden vereisen; niet voldoening aan deze regel levert echter op zichzelve geen grond op tot objektie of exceptie.

(*b*) Alle voor diening of tenuitvoerlegging bestemde bevelschriften van 't hof alsmede alle ter notulering ingediende dokumenten of afschriften moeten op foolscap-papier gesteld zijn.

(*c*) Alle uitgereikte bevelschriften of ingeleverde kennisgevingen of dokumenten moeten voorzien zijn van de naam en het adres van de partij, door welke de uitreiking aangevraagd is of de inlevering geschiedt.

(*d*) De klerk van 't hof moet, alvorens een gerechtelike akte uit te reiken, die niet in hoofdzaak voldoet aan de vorm bij deze regels vereist, dezelve verwijzen naar de rechterlike ambtenaar, die hem kan gelasten de akte òf uit te reiken òf de uitreiking daarvan te weigeren: Met dien verstande dat zulks niet van toepassing zal zijn op enige zaak, ten aanzien waarvan de wederpartij ingevolge deze regels mag objekteren of excipiëren en inzonderheid niet van toepassing zal zijn op endossementen van biezonderheden van eis onder Order VII, regel 3 (1), behalve voorzover zij kosten, fooien en onkosten betreffen.

(3) Deze regels treden bij de invoering van de Proklamatie in werking.

3. (1) In deze regels en in de daaraan gehechte formulieren heeft elk woord, waaraan een bepaalde betekenis in het lichaam van de Proklamatie toegekend is, de daaraan toegekende betekenis, zullende de hieronder opgenoemde woorden de volgende daaraan gegeven betekenis hebben en insluiten, tenzij de regels anders bepalen of een andere betekenis duidelik uit het verband volgt—

"prokureur" sluit in een wetsagent door een partij belast om namens haar te handelen en wettelik bevoegd om alzo te handelen;

"klerk van 't hof" sluit in een assistent-klerk alsmede een ieder, die aangesteld is om als zodanige klerk of assistent te handelen

"maatschappij" betekent een ingelijfde of geregistreerde maatschappij;

"afschrift" betekent een getrouw en juist afschrift;

"verstekvonnis" betekent een vonnis geveld in 't afwezen van de partij, tegen wie het verleend is;

"inleveren" (uitgezonderd in Order VI) betekent bij de klerk van 't hof ter notulering indienen en een afschrift op de weder partij dienen;

"inlevering" betekent zodanige indiening en diening;

"zekerheid stellen" betekent ten genoegen van de klerk van 't hof zekerheid stellen hetzij door gerechtelike inbetaling van het betrokken bedrag of door het geven van een borgakte daarvoor hetzij door de partij te zamen met een door de klerk van 't hof goedgekeurde borg hetzij door twee of meer alzo goedgekeurde personen;

"bode" betekent de gerechtsbode of (behalve in Order II), zijn wettige plaatsvervanger, en sluit in ieder persoon, met uitdrukkelike goedkeuring van het hof belast met het doen van een bepaalde diening;

"geld" sluit in gemunt geld, al dan niet gangbaar zijnde in de Unie, alsmede alle bankbiljetten, bankwissels, cheques, orders, volmachten of aanwijzingen tot betaling van geld;

"kennisgeving" betekent schriftelike kennisgeving;

"eigenaar" en andere soortgelijke termen, in toepassing op goederen en handelingen, sluiten in korporaties van enige soort, alsmede alle andere verenigingen van personen, die bekwaam zijn om goederen te bezitten of 'n eigendom te hebben; wanneer de termen krooneigendom betreffen, sluiten zij ook Zijn Majesteit in;

"partij" betekent ieder, die partij is bij de rechtzaak;

"hangende zaak" betekent een zaak, waarin een dagvaarding uitgereikt is, die niet teruggetrokken, prijsgegeven of onontvankelik verklaard is en waarin geen vonnis geveld is;

"eiser," "verweerder," "applikant," "respondent" en "partij" sluiten, ten behoeve van diening, kennisgeving, verschijning, endossement en ondertekening, de prokureur in, die namens de betrokken partij verschijnt;

"goederen" sluit in alle zaken, hetzij levende of levenloze, lichamelike of onlichamelike, die het voorwerp van eigendom kunnen zijn.

"hoger hof" betekent een van de afdelingen van het Hooggerechtshof, hetzij dezelfde is de afdeling van appèl of een provinciale of plaatselike afdeling;

"de Proklamatie" betekent deze Proklamatie;

"sekuriteit van waarde" sluit in elk dokument, aan iemand in eigendom toebehorende en dienende tot bewijs van de eigendom van enig goed òf van het recht om enig goed op te eisen of te ontvangen.

(2) Wanneer ingevolge deze regels iets gedaan moet worden binnen een bepaald aantal dagen of uren, wordt een Zondag of openbare feestdag niet gerekend als deel van zodanig tijdvak.

(3) Alle afstanden worden berekend over de kortste route redelik beschikbaar onder omstandigheden.

Order No. II.

DE GERECHTSBODE.

1. De gerechtsbode moet ten genoegen van de magistraat van het distrikt zekerheid stellen voor de behoorlike vervulling van zijn dienst en voor de behoorlike en stipte betaling aan de rechthebbenden van alle gelden door hem uit hoofde van zijn bediening ontvangen.

2. Voorzover in deze regels niet anders voorzien is worden alle bevelschriften van 't hof door de bode onderscheidenlik gediend of ten uitvoer gelegd.

3. De diening of tenuitvoerlegging van gerechtelike akten moet zonder vermijdbaar verzuim geschieden, en in enig geval waar weerstand aan de behoorlike diening of uitvoering van de gerechtelike akten tegengekomen is of redelikerwijze verwacht wordt, heeft de bode de macht enige beambte of lid van de politiemacht op te roepen om hem òf zijn plaatsvervanger hulp te verlenen.

4. (1) The messenger shall endorse on or annex to all process entrusted to him for service or execution a return showing the date and manner of service or the result of execution; and shall then forthwith return the said process to the clerk of the court of origin.

(2) If the process is served by a deputy he shall make and sign the return of service.

5. The messenger shall, as to process entrusted to him for service, notify by post or otherwise in writing to the party who sued out the process and as soon as may be, either—

(1) that service has been duly effected and the date thereof; or

(2) that he has been unable to effect service.

CIVIL.

Order No. III.

CLERK OF THE COURT.

1. The clerk of the court shall keep a book to be called the Civil Record Book and shall enter therein forthwith at each successive stage of the action—

(*a*) the number of the action;

(*b*) the names and addresses of the parties and their attorneys, if any;

(*c*) the date of issue of summons;

(*d*) the date on which defendant's time to enter appearance expires;

(*e*) the date on which the defendant enters appearance;

(*f*) the nature of the claim;

(*g*) the dates of hearing;

(*h*) the judgment;

(*i*) any remarks required by these rules or by the special circumstances of the case.

2. (1) The summons or other first document filed in a case or on an application not relating to a then pending case shall be numbered by him with a consecutive number for the year; and the action or application shall be entered by him in the Civil Record Book under that number.

(2) Every document afterwards served or delivered in such case or application, or in any subsequent case in continuation of any such application shall be marked with such number by or on behalf of the party delivering it, and shall not be received by the clerk of the court until so marked.

3. (1) All documents delivered to him to be filed of record and all minutes made by the court shall be filed of record under the number of the respective action or application.

(2) Copies of such records shall, upon prepayment of the prescribed fees, be made and issued by the clerk of the court to any person applying therefor and entitled thereto, or such copies may be made by such person in the presence of the clerk.

4. It shall also be the duty of the clerk of the court—

(1) to sign and issue all such process of the court as may be sued out by any person entitled thereto;

(2) to notify the plaintiff forthwith by post or otherwise of the defendant's consent to judgment, payment into court of the amount claimed or any part thereof, or of an application for a judgment by default having been refused.

(3) to write out, upon the request of any party and on payment of the following court fees, any process of the court, plea, or other document which any party requests him to write out, viz.:—

Summons, defence or counterclaim	5s.
Application or security bond	2s. 6d.
Subpoena, warrant of execution, or other process or document	1s.

The above fees shall be for the clerk's services and in addition to the fees laid down in Table C of the second annexure to these rules.

5. All fines imposed by the court shall be paid to the clerk of the court or some other officer to whom the magistrate may assign the duty, and, subject to the provisions of these rules, he shall pay over and account therefor as the Minister may from time to time direct.

6. Any act required to be done by the clerk of the court may be done by a judicial officer, except that a judicial officer shall in no case write out any affidavit, pleading, or process for any party, otherwise than in open court.

7. He shall also when so directed by the Minister keep a cash-book and shall enter therein short particulars of all payments into and out of court, and shall take a receipt from each party to whom money is paid out of court.

Order No. IV.

REPRESENTATION OF PARTIES.

1. (1) A party may appear and conduct his case either

(*a*) in person;

(*b*) by an attorney;

(*c*) by an advocate duly instructed by an attorney;

(*d*) with the leave of the court for good cause shown by any other person who is duly authorized by power of attorney; provided that such a power of attorney shall not be required if it is proved that it could not reasonably be obtained in time.

(2) Any local authority or similar body may in addition appear by its mayor, chairman, town clerk, secretary or similar officer nominated by it for the purpose.

(3) No person other than an attorney appearing in virtue of the powers conferred by Rule No. 1 (1) (*a*) and (*d*) or (2) shall be entitled to recover for so appearing any costs other than necessary disbursements.

4. (1) De bode moet op of aan alle hem ter diening of tenuitvoerlegging toevertrouwde gerechtelike akten een relaas stellen of hechten, houdende de datum en wijze van diening of de uitslag van de tenuitvoerlegging, zullende hij alsdan de gerechtelike akte aan de klerk van 't hof van herkomst terugbezorgen.

(2) Als het bevelschrift gediend is door 'n plaatsvervanger zal hij het retoerneren van de diening maken en ondertekenen.

5. De bode moet, ten aanzien van gerechtelike akten hem ter diening toevertrouwd, zodra doenlik aan de partij, die de gerechtelike akte uitgenomen heeft, per post of anderszins in geschrifte kennis geven, hetzij—

(1) dat de diening behoorlik geschiedt is onder opgave van de datum daarvan; of

(2) dat hij de diening niet heeft kunnen bewerkstelligen.

CIVIELE BEPALINGEN.

Order No. III.

DE KLERK VAN 'T HOF.

1. (1) De klerk van 't hof houdt een boek genaamd het "Civiele Zaken Boek," waarin hij dadelik in elke opeenvolgende stand van 't geding in 't kort moet vermelden—

(*a*) het nummer van de zaak;

(*b*) de namen en adressen van de partijen en van hun prokureurs, zo zij die hebben;

(*c*) de datum van uitreiking van de dagvaarding;

(*d*) de datum waarop de termijn verstrijkt binnen welke de verweerder verschijning moet aantekenen;

(*e*) de datum waarop de verweerder verschijning aantekent;

(*f*) de aard van de eis;

(*g*) de datums van verhoor;

(*h*) de uitspraak;

(*i*) zodanige opmerkingen als deze regels of de biezondere omstandigheden van de zaak vereisen.

2. (1) De dagvaarding of het andere eerste dokument, ingediend in een zaak of in verband met een applikatie, die geen betrekking heeft op een alsdan hangende zaak, moet door hem met een volgnummer voor het jaar worden genummerd; de aktie of applikatie wordt door hem in het Civiele Zaken Boek onder dat nummer ingeschreven.

(2) Elk dokument dat daarna in zodanige zaak of applikatie gediend of ingeleverd wordt of in een volgende uit zodanige applikatie voortvloeiende zaak, moet door of ten behoeve van de partij, die het inlevert, met zodanig nummer worden gemerkt, zullende de klerk van het hof het niet mogen aannemen, voordat het alzo gemerkt is.

3. (1) Alle aan hem ter boeking afgegeven dokumenten alsmede alle door het hof gehouden notulen moeten onder het nummer van de betrokken aktie of applikatie worden geboekt.

(2) Afschriften van zodanige stukken moeten, tegen vooruitbetaling van de voorgeschreven fooien, door de klerk van 't hof worden gemaakt en uitgereikt aan elke rechthebbende, die daarom aanvrage doet, of zulke afschriften kunnen door zodanig persoon in het bijzijn van de klerk worden gemaakt.

4. De klerk van 't hof is verplicht—

(1) alle gerechtelike akten, die door een daartoe gerechtigde mogen worden uitgenomen, te tekenen en uit te reiken;

(2) de eiser dadelik per post of anderszins kennis te geven van verweerders toestemming tot de veroordeling van de gerechtelike inbetaling door deze van het geëist bedrag of enig deel daarvan of van 'n aanzoek voor vonnis bij verstek dat van de hand gewezen werd.

(3) op verzoek van een partij en tegen betaling van de volgende hofgelden enige gerechtelike akte uit te schrijven, namelik:

Dagvaarding, verdediging of tegeneis	5s.
Applikatie of borgakte	2s. 6d.
Subpœna, lastbrief tot eksekutie of ander bevelschrift of dokument	1s.

(4) De bovengemelde fooien zijn voor de diensten van de klerk, alsook de fooien neergelegd in Tabel C van het Tweede Aanhangsel tot deze regels.

5. Alle door het hof opgelegde boeten moeten aan de klerk van 't hof of aan een ander ambtenaar, aan wie de magistraat de dienst kan opdragen worden betaald, zullende hij dezelve, met inachtneming van de voorschriften van deze regels, overbetalen en verrekenen, zoals de Minister van tijd tot tijd mocht bepalen.

6. Elke door de klerk van 't hof te verrichten handeling kan door een rechterlike ambtenaar worden verricht, uitgezonderd dat een rechterlike ambtenaar in geen geval een beëdigde verklaring, pleidooi of gerechtelike akte mag uitschrijven, anders dan in het open hof.

7. Wanneer alzo door de Minister bepaald zal hij ook een Kassa Boek aanhouden en daarin zal hij aantekenen korte biezonderheden van alle betalingen aan of door het hof gedaan, en zal van iedereen aan wie door het hof geld betaald wordt een kwitantie nemen.

Order No. IV.

VERTEGENWOORDIGING VAN PARTIJEN.

1. (1) Een partij kan verschijnen en haar zaak waarnemen hetzij—

(*a*) in persoon;

(*b*) door een prokureur;

(*c*) door een advokaat behoorlik daartoe geïnstrueerd door een prokureur;

(*d*) met verlof van het hof en om gegronde redenen, door een ander, behoorlik daartoe bij volmacht belast; met dien verstande dat geen volmacht nodig zal zijn, indien bewezen wordt, dat dezelve redelikerwijze niet tijdig verkregen kan worden.

(2) Ieder plaatselik bestuur of soortgelijk lichaam kan bovendien verschijnen door zijn burgemeester, voorzitter, stadsklerk, sekretaris of soortgelijke beambte door hetzelve daartoe aangewezen.

(3) Niemand anders dan een prokureur verschijnend uit hoofde van de bevoegdheden verleend door regel 1 (1) (*a*) en (*d*) of (2) zal, ter zake van zodanige verschijning enige andere vergoeding mogen eisen dan zijn noodzakelike uitgaven.

(4) It shall not be necessary for any person [other than such a person as is in rule 1 (1) (*d*) of this Order mentioned] to file a power of attorney to appear; but the authority of any person appearing for a party may be challenged by the other party within forty-eight hours after he has notice that such person is so appearing; and thereupon such person may not, without the leave of the court, so appear further until he shall satisfy the court that he has authority so to appear; and the court may adjourn the hearing of the action or application to enable him to do so.

2. (1) If a party dies or becomes incompetent to continue an action, the action shall thereby be stayed until such time as an heir who has succeeded or an executor, trustee, guardian, or other competent person has been constituted or appointed in his place or until such incompetence shall cease to exist.

(2) Where an heir has succeeded or an executor, trustee, guardian, or other competent person has been so constituted or appointed, the court may, on application, order that he be substituted in the place of the party who has so died or become incompetent.

Order No. V.

Pro Deo Applicants.

1. Any person desiring to sue or defend as a pauper may apply to the court *ex parte* and either in writing or *viva voce* for leave to do so.

2. The court may upon any such application

(*a*) examine the applicant on oath as to whether he has a prima facie right of action or defence, and as to his means;

(*b*) require the applicant to call further evidence with reference to either question;

(*c*) refer any such application to an attorney for investigation and report as to the applicant's means and whether he has a prima facie right of action or defence, as the case may be; and

(*d*) require the applicant to give notice of the application to the opposite party.

3. If the court is thereafter satisfied that the applicant has a prima facie right of action or of defence, and is not possessed of means or earnings sufficient to enable him to pay the court fees and messenger's charges, the court may order

(*a*) that the process of the court shall issue and be served free of charge to the applicant other than for the disbursements of the messenger; and

(*b*) that an attorney shall be appointed to act for such applicant; or

(*c*) that the clerk of the court shall, without charge, write out such process, affidavits, notices, and other documents as may be required to comply with these rules;

provided that an order shall not be made in the terms of paragraph (*b*) of this rule, unless the applicant shall either produce the written consent of an attorney to so act, or shall satisfy the court that he is illiterate or is for some other good reason unable to conduct his case in person.

4. (1) If the pauper succeeds and is awarded costs against his opponent he shall, subject to taxation, be entitled to include and recover in such costs his attorney's costs and also the fees and charges so remitted; and if he shall recover either for principal, interest, or costs he shall first pay and make good thereout pro rata all such costs, fees, and charges.

(2) If the pauper shall not succeed or shall not recover upon a judgment in his favour no fees shall be taken from him by the attorney so appointed to act for him.

5. An order made under this order—

(*a*) shall not exempt the applicant from liability to be adjudged to pay adverse costs; and

(*b*) may, on application at any time before judgment by any person affected thereby, be reviewed and rescinded or varied by the court for good cause shown.

Order No. VI.

Service of Process, Notices, etc.

1. Any party requiring service of any process, notice, or other document to be made by the messenger shall deliver to him the original of such process, notice, or document, together with as many copies thereof as there are persons to be served.

2. Except as herein after provided and in the case of service by post, process and notice may not be served on a Sunday or public holiday, or between 8 p.m. and 6 a.m., and no such service shall be valid.

3. (1) Where the application to the court is for an order affecting the liberty of the respondent, the process therefor shall be served by delivery of a copy thereof to the respondent personally, unless the court shall for good cause shown give leave for such process to be served in some other specified manner.

(2) All other process shall, subject to the provisions of this Order, be served upon the person affected thereby by delivery of a copy thereof in one or other of the following manners:—

(*a*) to the said person personally or to his duly authorized agent;

(*b*) at his residence or place of business or employment to some person apparently not less than sixteen years of age and apparently residing at or employed there;

(*c*) if the person to be served has chosen a *domicilium citandi* at the domicile so chosen;

(*d*) in the case of a corporation or company at its local office or in any other manner specially provided by law;

(*e*) where service has been effected in the manner prescribed by paragraph (*c*) of this sub-rule, the court may, if it sees reason to doubt whether the process served has come to the actual knowledge of the person to be served, treat such service as invalid.

(4) Geen volmacht om te verschijnen behoeft te worden ingediend, behalve door een persoon bedoeld in regel 1 (1) (*d*) van deze Order. De bevoegdheid echter van een persoon om namens een partij te verschijnen, kan door de wederpartij worden betwist binnen acht en veertig uren nadat hij kennis draagt, dat zodanig persoon alzo verschijnt, als wanneer laatstgenoemde zonder verlof van het hof niet verder mag optreden, tenzij hij ten genoegen van het hof heeft doen blijken van zijn bevoegdheid om alzo te verschijnen. Ten einde hem daartoe de gelegenheid te geven, kan het hof het verder verhoor van de aktie of applikatie uitstellen.

2. (1) Ingeval een van de partijen komt te sterven of tot voortzetting van een aktie onbekwaam wordt, dan wordt de aktie daardoor geschorst tot tijd en wijle een erfgenaam die opgevolgd is of een eksekuteur, kurator, voogd of ander bevoegd persoon in haar plaats benoemd of aangesteld is of totdat de onbekwaamheid heeft opgehouden te bestaan.

(2) Wanneer een erfgenaam opgevolgd is of een eksekuteur, kurator, voogd of ander bevoegd persoon alzo benoemd of aangesteld is, kan het hof op applikatie bevelen, dat hij gesteld worde in de plaats van de overleden of onbekwaam geworden partij.

Order No. V.

Pro Deo Applikanten.

1. Ieder die hetzij eisend of verwerend een rechtsgeding als behoeftige wenst te voeren, kan bij het hof *ex parte* en hetzij schriftelik of mondeling daartoe verzoek doen.

2. Het hof kan naar aanleiding van dat verzoek—

(*a*) de verzoeker onder ede ondervragen, ten einde uit te maken of hij een *prima facie* recht van aktie of verdediging heeft, en ten aanzien van zijn gegoedheid;

(*b*) verlangen dat de verzoeker beide punten door nader bewijs stave;

(*c*) zodanig verzoek verwijzen naar een prokureur voor onderzoek en rapport aangaande de middelen van de verzoeker en de vraag of hij een *prima facie* recht van aktie of verdediging onderscheidenlik heeft, en

(*d*) verlangen dat de verzoeker kennis geeft van het aanzoek aan de tegenpartij.

3. Wanneer het hof vervolgens overtuigd is dat de verzoeker een *prima facie* recht van aktie of verdediging heeft en geen voldoende middelen of verdiensten bezit om de hoffooien en bodelonen te betalen, kan het bevelen—

(*a*) dat alle gerechtelike akten vrij van kosten voor de verzoeker uitgereikt en gediend zullen worden, uitgezonderd de onkosten van de bode; en

(*b*) dat een prokureur aangesteld worde om namens de verzoeker te handelen; of

(*c*) dat de klerk van 't hof alle bevelschriften, beëdigde verklaringen, kennisgevingen en andere dokumenten, die volgens deze regels vereist zijn, kosteloos zal uitschrijven:

Met dien verstande dat geen order onder paragraaf (*b*) van deze regel zal worden verleend, tenzij de verzoeker òf de schriftelike verklaring overlegt van een prokureur dat hij bereid is om zo te handelen òf ten genoege van het hof bewijst dat hij lezen noch schrijven kan of op andere goede gronden niet in staat is zijn zaak persoonlik te voeren.

4. (1) Wanneer de behoeftige in 't gelijk gesteld wordt onder toewijzing van kosten tegen de verweerder, is hij, behoudens taksatie, gerechtigd in zodanige kosten de onkosten van zijn prokureur alsmede de alzo kwijtgescholden fooien en lonen te begrijpen en te verhalen, zullende hij gehouden zijn uit de hoofdsom, rente of kosten, die hij mocht verhalen, allereerst alle zodanige onkosten, fooien en lonen pro rata te betalen en te vergoeden.

(2) Wanneer de behoeftige in 't ongelijk gesteld wordt of op het te zijnen gunste gegeven vonnis niets verhaald heeft, zullen geen fooien door de hem toegewezen prokureur in rekening worden gebracht.

5. Een order ingevolge deze Order verleend—

(*a*) vrijwaart de verzoeker niet tegen verwijzing bij rechterlik vonnis in de kosten van de wederpartij; en

(*b*) kan te eniger tijd vóór het geven van vonnis op verzoek van een daarbij betrokken partij, door 't hof om geldige redenen worden herzien en ter zijde gezet of gewijzigd.

Order No. VI.

Diening van Bevelschriften, Kennisgevingen, enz.

1. De partij, die een bevelschrift, kennisgeving of ander dokument door de bode wil doen dienen, moet aan hem het origineel van het bevelschrift, de kennisgeving of het dokument ter hand stellen, tezamen met zovele afschriften daarvan als er te bedienen prsonen zijn.

2. Voorzover hieronder niet anders bepaald is en in het geval van diening over de post, mogen geen bevelschriften en kennisgevingen op een Zondag of openbare feestdag, of tussen 8 n.m. en 6 v.m. worden gediend. Zodanige diening is ongeldig.

3. (1) Wanneer bij het hof applikatie gemaakt wordt voor een order, die de vrijheid betreft van de respondent, dan wordt het desbetrekkelik bevelschrift gediend door afgifte van een afschrift daarvan aan de respondent in persoon, tenzij het hof om geldige redenen mocht toestaan dat het bevelschrift op een andere bepaalde wijze gediend worde.

(2) Alle andere gerechtelike akten worden, met inachtneming van deze Order, op de betrokken persoon gediend door afgifte van een afschrift daarvan op een van de volgende wijzen:—

(*a*) Aan de persoon zelf of aan zijn behoorlik geakkrediteerde agent;

(*b*) aan zijn woning of plaats van bezigheid of dienstbetrekking aan iemand die op het oog ten minste zestien jaren oud is en blijkbaar aldaar woont of in dienst is;

(*c*) ingeval de te bedienen persoon *domicilium citandi* gekozen heeft, aan zijn gekozen woonplaats;

(*d*) in het geval van een rechtspersoon, aan het plaatselik kantoor daarvan of op enige andere uitdrukkelik bij de wet bepaalde wijze.

(*e*) Wanneer de diening geschiedt is op de wijze bepaald bij paragraaf (*c*) van deze subregel, kan het hof, indien het gegrond vermoeden heeft dat het gediend stuk niet ter kennisse van de betrokken personen gekomen is, de diening als ongeldig behandelen.

(3) The messenger shall explain the nature and exigency of the process to the person upon or against whom process is served, and shall exhibit to him, on demand, the original of such process.

4. (1) Where the person to be served keeps his residence or place of business closed, and thus prevents the messenger from serving the process, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(2) Where the messenger is unable after diligent search to find at the residence of the person to be served either that person or such a person as is described in (2) (*b*) of the last preceding rule, it shall be sufficient service to affix a copy of the process to the outer or principal door of such residence or to some other conspicuous part of the premises.

5. (1) Service of process in an action where no relief (other than costs) is claimed save an order for ejectment from certain premises or a judgment for the rent thereof may, if it cannot otherwise be effected, be made by affixing a copy thereof to the outer or principal door or on some other conspicuous part of the premises in question.

(2) Service of an interpleader summons where claim is made to any property attached in execution under process of the court may be made upon the attorney of record (if any) of the party to be served.

6. Where two or more persons are to be served with the same process, service shall be effected upon each, except—

(1) in the case of married persons not separated *a mensa et thoro*, or in respect of their goods, when service may be effected by delivery to either in any of the manners herein before stated;

(2) in the case of a partnership, when service may be effected by delivery at the office or place of business of such partnership, or if there be none such, then by service on any member of such partnership in any of the manners herein before stated;

(3) in the case of two or more persons sued in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators, or guardians, when service may be effected by delivery to any one of them in any of the manners herein before stated;

(4) in the case of a syndicate, unincorporated company, club, society, church, public institution, or public body, when service may be effected by delivery at the local office or place of business of such body or, if there be none such, by service on the chairman or secretary or similar officer thereof in any of the manners herein before stated.

7. (1) Service of a subpœna requiring the attendance of a witness may be effected in any of the manners in rules 3 or 4 of this Order prescribed, at a reasonable time before attendance is required.

(2) (*a*) Service of any notice, request, statement, or other document which is not process of the court may be effected by delivery by hand at the address for service given in the summons or appearance to defend (as the case may be), or by sending by registered post to the postal address so given.

(*b*) An address for service or postal address so given may be changed by the delivery (as defined in Order I, Rule 3) of notice of a new address, and thereafter service may be effected as aforesaid at such new address.

(*c*) Service by registered post shall be deemed, until the contrary appear, to have been effected at 10 a.m. on the next day but six after the postmarked date upon the receipt for registration.

(3) Service under this rule need not be effected through the messenger.

8. (1) Where service cannot be effected in any manner herein before prescribed, the court may, upon evidence of that fact and that the action is within the jurisdiction of the court, make an order allowing service to be effected in such manner as may be stated in such order, including notice by advertisement in substitution for or in addition to service.

(2) Unless the summons commencing the action has been served upon the defendant personally or the defendant has appeared thereto or notice of attachment has been given to the defendant personally—

(*a*) the execution creditor shall, if any property, corporeal or incorporeal, is attached in execution, within four days after attachment give security for twice the gross amount which may be realized under such attachment as unliquidated damages should such judgment be reversed, unless the execution debtor shall endorse on the writ of execution that he dispenses with such security; and if such security is not so given or dispensed with, the execution shall be withdrawn;

(*b*) if moneys are received by the messenger under any form of execution, such moneys shall not be paid over to the judgment creditor until he has given security for the restitution, should such judgment be reversed, of the full amount received by the messenger, or until the judgment debtor shall endorse on the order or writ of execution that he dispenses with such security;

(*c*) the prescribed fee for security given under this rule shall without taxation be allowed therefor to the attorney of the judgment creditor, and shall be recoverable as part of the costs of execution;

(*d*) any order or writ of execution shall bear on its face the following statement in writing:—

"Security for restitution to be required, unless it is dispensed with by the judgment debtor or notice of attachment is given to him personally";

(*e*) any such security may, if the judgment in question is reversed or varied, be sued on by the judgment debtor without any cession thereof to him.

(3) De bode moet de aard en noodzakelikheid van de gerechtelike akte aan de persoon op of tegen wie een gerechtelike akte gediend word verduideliken, en op verlangen het origineel van de akte vertonen.

4. (1) Houdt de te bedienen persoon zijn woning of bezigheidsplaats gesloten en belet aldus de diening van de gerechtelike akte door de bode dan kan de diening geschieden door een afschrift daarvan aan de buiten- of hoofddeur van de woning of van de bezigheidsplaats te hechten.

(2) Wanneer de bode niet in staat is, na vlijtig onderzoek aan de woning van de te bedienen persoon, hetzij die persoon of zodanig persoon te vinden, zoals in (2) (*b*) van de laatst voorafgaande regel voorschreven, is de diening voldoende wanneer een afschrift van de gerechtelike akte aan de buiten of hoofddeur van zodanige woning of 'n zichtbaar gedeelte van 't eigendom aangehecht wordt.

5. (1) In een aktie, waarin, met uitzondering van kosten, geen andere voorziening geëist wordt, dan een order tot ontruiming van een bepaald perceel of een vonnis voor de huurprijs daarvan, kan de diening van het bevelschrift, zo een andere wijze van diening niet mogelik is, geschieden door aanhechting van een afschrift daarvan aan de buiten- of hoofddeur of aan enig ander in 't oog vallend deel van het betrokken perceel.

(2) Een tussenpleit-dagvaarding, tot opvordering van goederen, waarop bij gerechtelik bevelschrift eksekutoriaal beslag gelegd is, kan worden gediend op de prokureur ter rolle (zo er een aangesteld is) van de te bedienen partij.

6. Moet dezelfde gerechtelike akte op twee of meer personen gediend worden, dan geschiedt de diening op elk van hen, behalve in de volgende gevallen:—

(1) ten aanzien van echtgenoten, die niet van tafel en bed gescheiden zijn, of ten aanzien van hun goederen, kan de diening gescheiden door afgifte aan enig hunner op een van de wijzen voormeld;

(2) ten aanzien van een vennootschap, kan de diening geschieden door afgifte ten kantore of aan de bezigheidsplaats van de vennootschap, of, bij gebreke daarvan, door diening op enig lid van de vennootschap op een van de wijzen voormeld;

(3) ten aanzien van twee of meer personen die gedagvaard zijn in hun hoedanigheid van kurators van een insolvente boedel, vereffenaars van een maatschappij, eksekuteurs, kurators of voogden, kan de diening geschieden door afgifte aan een van hen op een van de wijzen voormeld;

(4) ten aanzien van een syndikaat, niet-ingelijfde maatschappij, klub, vereniging, kerk, openbare instelling of openbaar lichaam, kan de diening geschieden door afgifte aan het plaatselik kantoor of de bezigheidsplaats van zodanig lichaam of, bij gebreke van zulk een kantoor, door diening op de voorzitter of sekretaris of soortgelijke beambte daarvan op een van de wijzen voormeld.

7. (1) De diening van een subpœna op een getuige kan geschieden op een van de wijzen bepaald in regels 3 of 4 van deze Order, op een redelike tijd voordat zijn verschijning vereist is.

(2) (*a*) De diening van een kennisgeving, verzoek, verklaring of ander dokument, dat geen bevelschrift is, kan geschieden door overhandiging aan het adres van diening opgegeven in de dagvaarding of verschijning om te verdedigen respektievelik of door toezending per aangetekende brief aan het alzo opgegeven postadres.

(*b*) Een alzo opgegeven adres van diening of postadres kan worden veranderd door inlevering (in de zin bepaald in Order I, Regel 3), van een kennisgeving houdende een nieuw adres, zullende de diening als voormeld aan dat nieuwe adres, mogen geschieden.

(*c*) Diening over de post per geregistreerde brief wordt, behoudens tegenbewijs, geacht geschied te zijn te 10 uur des voormiddags op de zevende dag na de postdatum op het ontvangbewijs voor registratie.

(3) De diening onder deze regel kan, doch behoeft niet, door de bode te geschieden.

8. (1) Wanneer de diening niet op een van de hiervorengenoemde wijzen kan geschieden, dan kan het hof, op bewijs van voormeld feit en dat de aktie tot de kennisneming van het hof behoort, bij order vergunnen dat de diening geschiede op een zodanige in de order aangegeven wijze, daaronder begrepen kennisgeving bij advertentie in plaats van of benevens diening.

(2) Tenzij de dagvaarding waarbij de aktie aangevangen wordt, persoonlik op de verweerder gediend is of tenzij de verweerder op de dagvaarding verschenen is of kennis van beslaglegging aan de verweerder persoonlik gegeven is—

(*a*) moet de eksekutie-schuldeiser, indien eksekutoriaal beslag op goederen, hetzij lichamelike of onlichamelike gelegd is, binnen vier dagen na de beslaglegging, zekerheid stellen voor tweemaal het bruto-bedrag van hetgeen de goederen bij verkoop ingevolge zodanig beslag mochten opbrengen bij wijze van ongelikwideerde schadevergoeding ingeval van vernietiging van 't gewezen vonnis, tenzij de eksekutie-schuldenaar op de lastbrief tot eksekutie verklaart dat hij van zodanige zekerheidstelling afziet. Wordt deze zekerheid niet gesteld of is niet daarvan afgezien, dan moet de eksekutie teruggetrokken worden;

(*b*) wanneer er gelden onder enige vorm van eksekutie ingevolge daarvan door de bode ontvangen zijn, mogen deze gelden niet aan de vonnis-schuldeiser worden betaald, vóórdat hij zekerheid gesteld heeft voor het volle door de bode ontvangen bedrag, ingeval het vonnis vernietigd mocht worden of tenzij de vonnis-schuldenaar op de order of de lastbrief tot eksekutie verklaard heeft dat hij van zodanige zekerheidstelling afziet;

(*c*) moet de voorgeschreven fooi daarvoor zonder taksatie aan de prokureur van de vonnis-schuldeiser worden toegestaan, zullende dezelve als deel van de kosten van eksekutie worden verhaald;

(*d*) moet op de voorzijde van de order of lastbrief tot eksekutie, de volgende schriftelike verklaring gesteld zijn:—
"Zekerheidstelling voor teruggave vereist, tenzij de vonnisschuldenaar daarvan afziet òf kennis van de beslaglegging persoonlik aan hem gegeven is";

(*e*) kan de vonnis-schuldenaar, indien het betrokken vonnis vernietigd of gewijzigd mocht worden de zekerheidstelling voormeld in rechten doen gelden, zonder dat cessie daarvan aan hem nodig zal zijn.

9. (1) Where the service to be effected is that of—

(*a*) a summons for civil imprisonment;

(*b*) an order made *ex parte* which calls upon the respondent to show cause at a time stated or limited in the order;

(*c*) an interpleader summons; or

(*d*) notice to a judgment debtor under Order XXVII, Rule 5 (2),

service shall be effected at least three days plus one additional day for each ten miles distance of the place of service from the court-house not exceeding twenty-one days in all before the time stated or limited therein for the appearance of the party served.

(2) Except where otherwise provided, notice of application to the court shall be served at least three days before the time appointed for the hearing of the application.

10. (1) Where the messenger is instructed by the plaintiff to serve any such document as is referred to in Rule 7 (2) of this order by registered post, service may be effected by the sending of the said document prepaid registered letter to the address, other than a post office box, of the party to be served.

(2) Every such letter shall have on the envelope a printed notice in the following terms:—

"If delivery of this letter cannot be made within.....days it is to be returned to the sender."

Order No. VII.

SUMMONS COMMENCING ACTION.

1. The process of the court for commencing an action shall be by summons calling upon the defendant to enter an appearance on or before a day, date, and hour to be fixed by the clerk of the court (which shall not be less than three days after service, plus one additional day for each ten miles distance of the place of service from the court-house, but not to exceed twenty-one days in all) to answer the claim of the plaintiff and warning the defendant of the consequences of failure to do so; and shall be signed by the clerk of the court, and shall bear the date of issue by him.

2. (1) The summons shall before issue be endorsed with—

(*a*) particulars of claim;

(*b*) forms of—

(i) consent to judgment; and

(ii) appearance to defend.

(2) The endorsement (*a*) shall be signed by the plaintiff or by his attorney, and the full address where the plaintiff will accept service of process in the action (which address shall not be more than three miles distant from the court-house) and also the postal address of the person so signing shall be given thereon.

3. (1) The particulars of claim shall show the nature and amount of the claim, the rate of interest and the amount thereof claimed up to the date of the summons, and the amount which, if the action is undefended, is claimed for attorney's costs and court fees. The messenger shall endorse the amount of his charges on the summons on service thereof.

(2) Where the summons contains more than one claim, the particulars of each claim and the relief sought in respect of each claim shall be stated separately.

(3) Where the particulars contain more than 100 words, they may be contained in an annexure served with the summons, which annexure shall be taken to be part of the summons.

(4) The clerk of the court may refuse to issue a summons in which an excessive amount is claimed for attorney's costs or court fees.

4. The summons shall also show—

(*a*) the surname of the defendant by which he is known to the plaintiff, his residence or place of business, and, where known, his christian name or initials and his occupation; and, if defendant is sued in a representative capacity, the capacity in which he is so sued;

(*b*) the christian name and the surname, occupation, and residence or place of business of the plaintiff;

(*c*) where the plaintiff sues as cessionary, the name, address, and description of the cedent at the date of the cession, and the date of the cession;

(*d*) where the plaintiff sues in a representative capacity, the capacity in which he sues;

(*e*) where the plaintiff sues upon an instrument presentment whereof was necessary, the fact and date of presentment.

5. More claims than one may be made in a summons, either alternatively or otherwise, so long as the claims are not mutually inconsistent or based upon inconsistent allegations of fact; the court may, on application, strike out any inconsistent claim.

6. (1) Any two or more persons claiming or being sued as co-partners may sue or be sued in the name of the firm, of which such persons were co-partners at the time of the accruing of the cause of action; and, in any such case, any party may by notice require from the party so suing or sued a statement of the names and places of residence of the persons who were at the time of the accruing of the cause of action co-partners in any such firm.

(2) The party receiving such notice shall, within three days after receipt thereof, furnish the statement required.

(3) When the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named in the summons; but all the proceedings shall nevertheless continue in the name of the firm.

(4) Any person carrying on business in a name or style other than his own name may sue or be sued in such name or style as if it were a firm name; and so far as the nature of the case will permit all the provisions of this rule relating to proceedings against firms shall apply.

(5) The provisions of this rule shall also apply *mutatis mutandis* to an unincorporated company, syndicate, or association.

9. (1) Wanneer de diening, die bewerkstelligd moet worden, betreft—

(*a*) een dagvaarding tot ingijzelingstelling;

(*b*) een order verleend *ex parte*, waarbij de respondent opgeroepen wordt om op of binnen een in de order bepaalde tijd redenen aan te tonen;

(*c*) een dagvaarding in een tussenpleitgeding; of

(*d*) een kennisgeving aan een vonnis-schuldenaar onder Order XXVII, Regel 5 (2);

moet voor elke afstand van 10 mijl waarop de plaats van diening van het gerechtshof gelegen is, de diening geschieden ten minste drie dagen plus een verdere dag, in het geheel geen een en twintig dagen te bovengaande, vóór de tijd of termijn, daarin vastgesteld voor de verschijning van de bediende partij.

(2) Voorzover niet anders bepaald is moet de kennisgeving van een aan 't hof te maken applikatie ten minste 3 dagen vóór de tijd bepaald voor het horen van de applikatie worden gediend.

10. (1) Waar de bode door de eiser gelast is zodanig dokument als waarheen in Regel 7 (2) van deze order verwezen wordt, per aangetekende brief te dienen, kan de diening van gezegd dokument geschieden door een vooruitbetaalde aangetekende brief te zenden aan het adres, niet zijnde een postbus, van de te bedienen partij.

(2) Op de enveloppe van elke zodanige brief moet de volgende gedrukte kennisgeving gesteld zijn:—

"Indien deze brief niet binnen.....dagen besteld kan worden, moet hij aan de zender worden teruggezonden."

Order No. VII.

DAGVAARDING WAARBIJ ZAAK AANHANGIG GEMAAKT WORDT.

1. Een zaak wordt aanhangig gemaakt door een dagvaarding, waarbij de verweerder opgeroepen wordt om zijn verschijning te maken op of vóór een dag, datum en uur door de klerk van het hof vast te stellen (hetgeen niet minder zal zijn dan drie dagen na diening, plus een additionele dag voor ieder tien mijlen afstand van de plaats van diening van het gerechtshof, doch in het geheel geen een en twintig dagen te bovengaande) ten einde op eisers eis te antwoorden, en waarbij de verweerder gewaarschuwd wordt tegen de gevolgen van niet-voldoening daaraan. De dagvaarding wordt door de klerk van het hof getekend en voorzien van de datum, waarop hij door hem uitgereikt is.

2. (1) Op de dagvaarding moet worden geëndosseerd—

(*a*) de biezonderheden van eis;

(*b*) formulieren van—

(i) toestemming tot veroordeling; en

(ii) verschijning om te verdedigen.

(2) Het endossement (*a*) moet door de eiser of zijn prokureur worden getekend en moet bevatten het volledig adres waar de eiser de diening van de processtukken zal aannemen (zullende zodanig adres ten hoogste drie mijlen van 't gerechtshof gelegen zijn), alsmede het postadres van de persoon, die als voormeld ondertekent.

3. (1) De biezonderheden van eis moeten vermelden het onderwerp en het bedrag van de eis, de rentevoet en het bedrag van de geëiste rente tot op de datum van de dagvaarding alsmede zo de aktie onverdedigd is, het bedrag dat bij wijze van prokureurskosten en hofgelden gevorderd wordt. De bode van het hof zal bij diening van die dagvaarding het bedrag van zijn lonen daarop endosseren.

(2) Wanneer de dagvaarding meer dan een eis bevat, moeten de biezonderheden van elke eis en de voorziening ten opzichte van elke eis gevraagd, afzonderlik worden opgegeven.

(3) Wanneer de biezonderheden meer dan 100 woorden bevatten kunnen zij als aanhangsel met de dagvaarding worden gediend; het aanhangsel wordt aangemerkt als deel van de dagvaarding.

(4) De klerk van 't hof kan de uitreiking weigeren van een dagvaarding waarin een buitensporig bedrag gevorderd wordt als prokureurskosten of hofgelden.

4. De dagvaarding moet tevens vermelden—

(*a*) de geslachtsnaam van de verweerder, waaronder hij aan de eiser bekend is, zijn woonplaats of bezigheidsplek, en, indien bekend, zijn voornaam of voorletters en zijn beroep, en indien de verweerder gedagvaard wordt in een vertegenwoordigende hoedanigheid, de hoedanigheid waarin hij gedagvaard wordt;

(*b*) de voornaam en gelachtsnaam, het beroep en de woonplaats of bezigheidsplek van de eiser;

(*c*) wanneer de eiser als cessionaris dagvaardt, de naam, het adres en de hoedanigheid van de cedent ten tijde van de cessie, alsmede de datum van de cessie;

(*d*) wanneer de eiser in een vertegenwoordigende hoedanigheid dagvaardt, de hoedanigheid waarin hij dagvaardt;

(*e*) wanneer de eiser dagvaardt op een geschrift, waarvan vertoning nodig is, het feit en de datum van vertoon.

5. Twee of meer eisen kunnen in één dagvaarding worden gesteld hetzij alternatief of anderszins, mits de eisen niet met elkaar in strijd zijn of gegrond zijn op tegenstrijdige feitelike beweringen. Tegenstrijdige eisen kunnen op daartoe strekkend verzoek door het hof worden geschrapt.

6. (1) Twee of meer personen, die als medevennoten eisend of verwerend in rechten optreden, kunnen dagvaarden of gedagvaard worden ten name van de firma, waarvan zij medevennoten waren ten tijde van het ontstaan van de schuldoorzaak. In zodanig geval kan iedere partij bij kennisgeving van de dagvaardende of gedagvaarde partij opgave verlangen van de namen en woonplaatsen van de personen, die ten tijde van het ontstaan van de schuldoorzaak medevennoten waren van zodanige firma.

(2) De aangezochte partij moet binnen 3 dagen na de ontvangst van de kennisgeving voormeld de verlangde opgave verstrekken.

(3) Zijn de namen van de vennoten alzo medegedeeld, dan gaat de aktie op dezelfde wijze voort en treden in alle opzichten dezelfde gevolgen in, alsof zij in de dagvaarding genoemd waren; alle procedures echter zullen desniettegenstaande ten name van de firma voortgezet worden.

(4) Ieder die bezigheid drijft onder een andere naam of stijl dan zijn eigen naam, kan onder zodanige naam of stijl dagvaarden of gedagvaard worden alsof de naam die van een firma was. Voorzover de aard van de zaak zulks toelaat, gelden alle voorschriften van deze regel betreffende procedures tegen firma's.

(5) De voorschriften van deze regel zijn eveneens *mutatis mutandis* toepasselik op niet-ingelijfde maatschappijen, syndikaten of verenigingen.

7. (1) Subject to the provisions of this Order, a summons may, before service, be amended by the plaintiff as he shall think fit.

(2) Any alteration or amendment of a summons before service, and whether before or after issue, shall, before the summons is served, be initialed by the clerk of the court in the original summons, and, until so initialed, such alterations and amendments shall have no effect.

(3) A summons may, after service, be amended with the leave of the court either on application on notice or at the hearing subject to such order as to adjournment and costs as shall be just; and the court shall take into consideration whether adequate prior notice of intention to apply for such amendment has been served upon the other party affected.

Order No. VIII.

CLAIMS IN RECONVENTION AND APPEARANCE TO DEFEND.

1. The provisions of these Orders shall *mutatis mutandis* apply to claims in reconvention except that it shall not be necessary to enter an appearance to defend, and that all times which, in the case of a claim in convention, run from the date of appearance shall, in the case of a claim in reconvention, run from the date of delivery of the claim.

2. A claim in reconvention shall be made by the delivery within seven clear days after appearance of a statement in writing giving such particulars of the claim in reconvention as are required as to claims in convention.

3. A defendant may set up by a claim in reconvention any right or claim of any amount which he may allege against the plaintiff, whether liquid or illiquid, whether liquidated or unliquidated, whether or not it arises out of or is connected with the subject matter of the claim in convention; and such claim (if within the jurisdiction of the court) shall have the same effect as a cross-action, so as to enable the court to pronounce a final judgment in the same action both on the claim in convention and on the claim in reconvention.

4. A claim in reconvention shall not prejudice the right of the plaintiff in convention to apply for summary judgment.

5. Where both the claim in convention and the claim in reconvention proceed to trial under Order XVII of these rules, each action may be tried separately, but judgment shall be given on both *pari passu*.

6. A claim in reconvention may not be made by a defendant in reconvention.

7. Where an action is withdrawn, stayed, discontinued, or dismissed, it shall nevertheless be competent to proceed separately with the claim in reconvention, if any.

8. (1) A defendant intending to defend shall, within three clear days after service of the summons, plus one additional day for each ten miles distance of the place of service from the court-house, not exceeding twenty-one days in all, or within the period limited by the summons, whichever shall be the longer, enter an appearance to defend by delivery of a memorandum in writing that he intends to defend.

(2) In actions against any Government Department, including Provincial and Railway Administrations, appearance to defend may be entered at any time within twenty-one days after service.

9. Such memorandum shall be signed by the defendant, and shall state the full address for service (which address, except in places where there are fewer than three attorneys or firms of attorneys practising independently of one another, shall be not more than three miles distance from the court-house) and also the postal address of the person who has so signed.

10. The clerk of the court shall, at the request of an illiterate defendant who does not employ an attorney, enter an appearance for him.

11. The entry of an appearance shall be without prejudice to any objection or exception which the defendant may have.

Order No. IX.

JUDGMENT BY CONSENT OR DEFAULT.

1. (1) A defendant may consent to judgment by—

(*a*) signing the form of consent endorsed on the original summons;

(*b*) lodging with the clerk of the court a consent in a similar form duly signed by him and by two witnesses whose addresses are also given; or

(*c*) lodging with the clerk of the court the copy of the summons served upon him with the form of consent endorsed thereon duly signed by him.

(2) Where a defendant so consents before instructions for service have been given to the messenger, it shall not be necessary to serve the summons, and he shall not be chargeable with fees for service.

(3) A defendant so consenting at least 24 hours before the expiration of the time limited for appearance shall not be chargeable with judgment charges.

(4) If the defendant's consent is for less than the amount claimed in the summons, he may appear to defend or may continue his defence as to the balance of the claim; and, notwithstanding a judgment upon such consent, the action may proceed as to such balance, and it shall in that event be in all subsequent respects an action for such balance.

2. Where a defendant has failed to enter an appearance to defend and has not consented to judgment, the plaintiff may lodge with the clerk of the court a written request to have judgment entered with costs against such defendant for any sum not exceeding the amount claimed in the summons, together with interest from the date of the summons to the date of judgment at the rate specified in the summons or if no rate be specified, then at the rate of six per cent. per annum.

3. (1) Where a defendant so consents to judgment, or where he has failed to enter an appearance, and the plaintiff has so requested judgment, the clerk of the court shall at such hour or

7. (1) Behoudens het bepaalde in deze Order kan de dagvaarding, vóór de diening ervan, door de eiser naar goeddunken worden verbeterd.

(2) Elke verandering of verbetering van de dagvaarding, vóór de diening, en hetzij vóór of na de uitreiking ervan, moet voordat de dagvaarding gediend wordt, door de klerk van 't hof van zijn initialen worden voorzien in de oorspronkelike dagvaarding. Veranderingen en verbeteringen, niet aldus geïnitialeerd, zijn van onwaarde.

(3) De dagvaarding kan na de diening met verlof van het hof worden verbeterd, hetzij op applikatie na voorafgaande kennisgeving of ter terechtzitting en behoudens zodanige order betreffende verdaging en kosten als billik mocht zijn. Het hof neemt daarbij in aanmerking of de betrokken wederpartij op genoegzame wijze van te voren in kennis gesteld was van het voornemen om zodanige verbetering aan te vragen.

Order No. VIII.

EIS IN REKONVENTIE EN VERSCHIJNING TOT VERDEDIGING.

1. De bepalingen van deze Orders gelden *mutatis mutandis* voor een eis in rekonventie, met deze uitzondering dat de verweerder in rekonventie geen verschijning tot verdediging behoeft aan te tekenen en dat alle termijnen die, in het geval van een eis in konventie, lopen van de datum van verschijning, in het geval van een eis in rekonventie, lopen van de datum van inlevering van de eis.

2. Eis in rekonventie wordt gedaan door inlevering binnen zeven volle dagen na verschijning van een schriftelike verklaring houdende zulke biezonderheden van de eis in rekonventie als ten aanzien van een eis in konventie gevorderd worden.

3. De verweerder kan in zijn eis van rekonventie tegen de eiser doen gelden enig beweerd recht of vordering tot welk bedrag ook, onverschillig of het recht of de vordering is likwied of illikwied, gelikwideerd of ongelikwideerd of al dan niet voortvloeit uit of in verband staat met het onderwerp van de eis in konventie. Zodanige eis (mits behorende tot de kennisneming van het hof) heeft, gelijk een kruisgeding (cross action), tot gevolg dat het hof in een en hetzelfde geding de zaken in konventie en in rekonventie bij eindvonnis kan beslissen.

4. Door een eis in rekonventie verliest de eiser in konventie het recht niet om summier vonnis te vragen.

5. Wanneer de eis in konventie en de eis in rekonventie onder Order XVII van deze regels gebracht worden, kan elke zaak afzonderlik worden behandeld, doch worden beide bij een en hetzelfde vonnis beslist.

6. Verweerder in rekonventie kan geen eis in rekonventie doen.

7. Wordt een aktie teruggetrokken, gestaakt, prijsgegeven of afgewezen, dan kan niettemin met de eis in rekonventie, die gedaan mocht zijn, afzonderlik worden voortgegaan.

8. (1) Een gedaagde, die zich verdedigen wil, moet binnen drie vrije dagen na de diening van de dagvaarding, plus een verdere dag voor elke afstand van tien mijlen van de plaats van diening van het gerechtshof, geen een en twintig dagen te bovengaande, of binnen de termijn gesteld in de dagvaarding, naar gelang welke termijn de langste is, verdediging aantekenen, door aan de klerk van het hof schriftelik mede te delen, dat hij voornemens is de zaak te verdedigen.

(2) In zaken tegen enig Goevernementsdepartement, insluitende Provinciaal- en Spoorwegadministraties, kan verschijning tot verdediging te eniger tijd binnen een en twintig dagen na diening aangetekend worden.

9. Zodanig geschrift wordt door de verweerder getekend en moet het volledig adres van diening inhouden (dat niet verder dan drie mijlen van het gerechtshof gelegen mag zijn uitgezonderd op plekken waar daar minder dan drie prokureurs of prokureurs firma's zijn, welke onafhankelik van elkander praktizeren) alsmede het postadres van de ondertekenaar.

10. De klerk van het hof zal op verzoek van een verweerder, die niet kan schrijven en zich niet van een prokureur bedient, aantekening van verschijning voor hem doen.

11. De aantekening van verschijning heeft geen invloed op enige objektie of ekseptie, die de verweerder mocht hebben.

Order No. IX.

VONNIS MET TOESTEMMING OF BIJ VERSTEK.

1. (1) De verweerder kan in de veroordeling toestemmen—

(*a*) door het formulier van toestemming op de oorspronkelike dagvaarding te ondertekenen;

(*b*) door bij de klerk van 't hof een soortgelijk formulier van toestemming in te dienen, ondertekend door hem en door twee getuigen, wier adressen opgegeven zijn;

(*c*) door bij de klerk van het hof een kopie te deponeren van de op hem gediende dagvaarding met het formulier van toestemming daarop door hem geëndosseerd en getekend.

(2) Stemt de verweerder toe in de veroordeling, voordat aan de bode opdracht tot diening gegeven is, dan blijft de dagvaarding achterwege en kunnen aan de verweerder geen onkosten van diening worden berekend.

(3) Stemt de verweerder toe in de verordeling ten minste 24 uur vóór afloop van de termijn van verschijning, dan kunnen hem geen vonnisonkosten worden berekend.

(4) Stemt de verweerder toe in de veroordeling tot een kleiner bedrag dan waarvoor hij gedagvaard is, dan kan hij verschijnen om ten aanzien van de belansvordering zich te verdedigen of om zijn verdediging voort te zetten. Niettegenstaande vonnis op zodanige toestemming gegeven is, kan ten aanzien van de balansvordering worden voortgeprocedeerd, zullende in dat geval de aktie in alle verdere opzichten zijn een aktie voor zodanige balans.

2. Wanneer de verweerder niet tot verdediging verschenen heeft en ook niet in de veroordeding toegestemd heeft, dan kan de eiser, bij de klerk van 't hof een schriftelik verzoek indienen, dat vonnis met de kosten tegen de verweerder aangetekend worde voor een som niet te bovengaande het bedrag waarvoor hij gedagvaard is, onder bijvoeging van rente van de datum van de dagvaarding tot de datum van het vonnis, tegen de rentevoet vermeld in de dagvaarding, of, bij gebreke van zodanige vermelding, tegen zes percent in 't jaar.

3. (1) Wanneer de verweerder in de veroordeling toegestemd heeft of wanneer hij niet verschenen heeft en de eiser vonnis verzocht heeft, moet de klerk van 't hof, op zodanig uur of uren van de

hours of the day (if any) as the magistrate may fix, enter judgment in the terms, as the case may be, of the defendant's consent or of the plaintiff's request for judgment; provided that if the action be on a liquid document the plaintiff shall first file of record the original of such document duly stamped; provided also, that if the action be one for damages, the plaintiff shall furnish to the court proof of the nature and extent of such damages, and in such case judgment shall be entered only for the amount of the damages allowed by the court; and provided further that the clerk of the court may refer any claim to the magistrate for judgment, who may thereupon—

(*a*) call upon the plaintiff to produce such evidence, either written or oral, in support of his claim, as he may deem necessary; or

(*b*) order judgment to be entered as requested or otherwise; or

(*c*) refuse judgment; or

(*d*) make such other order as he may deem fit.

(2) Where there are several defendants of whom one or more consent to judgment, or fail to appear to defend, and another or others appear to defend, the clerk of the court may enter judgment against such as have so consented or failed to appear, and the plaintiff may proceed on such judgment without prejudice to his right to continue the action against such as have so appeared to defend.

4. On the day and at the hour fixed in the summons, unless the defendant shall sooner have entered an appearance, his name shall be called, and on his failure then to respond he shall be regarded as having failed to enter an appearance.

Order No. X.

FURTHER PARTICULARS

1. (1) A defendant may at any time after service and before delivery of the plea apply to the plaintiff by notice for copies of all or any of the accounts or documents upon which the action is founded; and such copies shall be furnished to him by the plaintiff within four days after receipt of such notice.

(2) If the plaintiff fails so to furnish such copies, the action may, on application, be dismissed with costs.

(3) The plaintiff shall, on notice, forthwith allow the defendant to inspect the originals of such accounts or documents.

2. (1) Any party may, by notice delivered not more than four days after appearance in the case of a summons or four days after the delivery of any other pleading, require the party delivering such pleading to deliver such further information as is reasonably necessary as to any specified matters arising upon such pleading.

(2) The party delivering such pleading shall, within four days after receipt of such notice, deliver the information reasonably required.

(3) For the purposes of this rule, the word "pleading" shall include summons, counterclaim, plea, reply, and the schedule of documents prescribed by Order XVI.

Order No. XI.

PAYMENT INTO COURT.

1. (1) A defendant may at any time pay into court unconditionally the amount claimed in the summons, and thereupon all further proceedings in the action shall be stayed, save as to any costs not included in such payment.

(2) If such payment is made at least twenty-four hours before the expiration of the time limited for appearance, the defendant may deduct from the amount of the costs claimed the amount of the judgment charges.

2. (1) A defendant may, without prejudice, pay an amount into court by way of offer in settlement of the plaintiff's claim.

(2) The plaintiff may, within three days after notice thereof, take an order for payment out to him of the amount so paid in with his costs up to date, which order shall operate as a stay of proceedings save as to costs.

(3) If the plaintiff fails to take such an order within three days after notice, he shall be liable for all costs thereafter incurred, unless on the trial of the action he obtains judgment for a greater amount (exclusive of costs) than the amount so paid.

3. Where money has been paid into court as an offer of settlement, and the court finds on a trial of the action that, exclusive of costs, there is not more due to the plaintiff than the amount so paid in, the court shall first order payment out to the plaintiff of so much thereof as may be awarded to him (but subject to any order or judgment against him in the action for the defendant's costs or on a claim in reconvention) and shall then give judgment for the defendant, and shall make such order as to costs as may be just.

4. (1) Whenever money is paid into court under this order, the clerk of the court shall forthwith lodge the amount with the magistrate, with the necessary particulars, and shall obtain a receipt for the amount in favour of the party paying it in. Whenever any amount so paid in has to be withdrawn from the deposit account, the clerk of the court shall obtain from the magistrate a warrant voucher in favour of the party entitled to the amount; provided that this rule shall not apply where the Minister has issued instructions in terms of Rule 7 of Order III.

(2) Moneys paid into court unconditionally may be paid out by him to the party entitled thereto or to his attorney of record.

dag als de magistraat eventueel mocht vaststellen, vonnis aantekenen overeenkomstig onderscheidenlik verweerders toestemming of eisers verzoek om vonnis: Met dien verstande dat, zo de zaak gegrond is op een likwied dokument, de eiser eerst het behoorlik gezegeld origineel van dat dokument moet indienen: verder met dien verstande dat, zo de zaak een is voor schadevergoeding, de eiser zodanig bewijs van de aard en omvang van zodanige schadevergoeding aan het hof zal voorleggen, in welk geval vonnis geveld wordt slechts voor het bedrag van de schadevergoeding door het hof toegestaan: en verder met dien verstande dat de klerk van het hof enige eis om vonnis naar de magistraat kan verwijzen, die dan—

(*a*) van de eiser zodanige geschreven of mondelinge getuigenis kan eisen tot bewijs van zijn eis, als hij mag nodig oordelen; of

(*b*) bevelen kan dat vonnis volgens verzoek aangetekend wordt of niet; of

(*c*) vonnis weigeren kan; of

(*d*) zodanig ander order uitvaardigen kan naardien hij goed oordeelt.

(2) Wanneer er verscheiden verweerders zijn, van wie een of meer in het vonnis toegestemd hebben of geen verdediging aangetekend hebben, terwijl een of meer andere wel verschijning aangetekend hebben, kan de klerk van 't hof vonnis aantekenn tegen hen die alzo toegestemd hebben of niet verschenen zijn, zullende de eiser op zodanig vonnis mogen voortprocederen onverminderd zijn recht om tegen hen, die verschijning aangetekend hebben, de aktie voort te zetten.

4. Op de dag en op het uur in de dagvaarding vastgesteld, tenzij verweerder reeds verschijning aangetekend heeft, zal zijn naam uitgeroepen worden en blijft hij in gebreke met te antwoorden, dan wordt beschouwd dat hij niet voor verschijning aangetekend had.

Order No. X.

NADERE BIEZONDERHEDEN.

1. (1) De verweerder kan te eniger tijd na de diening en vóór de inlevering van het verweerschrift, bij kennisgeving aan de eiser, afschriften aanvragen van rekeningen of dokumenten, waarop de eis gegrond is. Eiser is gehouden zodanige afschriften aan verweerder te verstrekken binnen vier dagen na de ontvangst van zodanige kennisgeving.

(2) Verzuimt de eiser zodanige afschriften te verstrekken, dan kan de eis op applikatie daartoe worden afgewezen met veroordeling in de kosten.

(3) Eiser moet, na kennisgeving, aan verweerder de inzage toestaan van het origineel van zodanige rekeningen of dokumenten.

2. (1) Elke partij kan, bij kennisgeving ingeleverd niet later dan vier dagen na de aantekening van verschijning in het geval van een dagvaarding of vier dagen na de inlevering van een ander pleidooi, de partij die dat pleidooi inlevert, aanzeggen om zulke nadere gegevens in te leveren als redelikerwijze nodig zijn ten aanzien van bepaaldelik opgenoemde en uit zodanig pleidooi voortvloeiende punten.

(2) De partij die dat pleidooi ingeleverd heeft is gehouden binnen vier dagen na de ontvangst van de kennisgeving voormeld, de redelikerwijze vereiste gegevens in te leveren.

(3) Voor de toepassing van deze regel wordt onder "pleidooi" begrepen dagvaarding, wedereis, antwoord, repliek en de lijst van stukken voorgeschreven bij Order XVI.

Order No. XI.

GERECHTELIKE INBETALING.

1. (1) De verweerder kan te eniger tijd het in de dagvaarding geëist bedrag onvoorwaardelik gerechtelik inbetalen. Alle verdere verrichtingen in het geding worden alsdan gestuit, met uitzondering van dezulke, die onkosten betreffen, welke niet in zodanige betaling begrepen zijn.

(2) Is de inbetaling geschiedt ten minste 24 uren vóór het verstrijken van de termijn van verschijning, dan kan de verweerder van het bedrag van de geëiste onkosten het bedrag van de kosten van het vonnis aftrekken.

2. (1) De verweerder kan, zonder prejudice, een bedrag gerechtelik inbetalen bij wijze van aanbod tot voldoening van eisers eis.

(2) De eiser kan, binnen drie dagen na kennisgeving daarvan, een order uitnemen tot uitbetaling aan hem van het alzo inbetaald bedrag met zijn tot dato gemaakte onkosten. Deze order stuit alle verdere niet tot onkosten betrekkelike verrichtingen.

(3) De eiser, die zodanige order niet binnen drie dagen na kennisgeving uitneemt, is aansprakelik voor alle daarna gemaakte onkosten, tenzij hem, na behandeling van de zaak, een groter bedrag (met uitsluiting van kosten) bij vonnis toegewezen wordt dan het inbetaald bedrag.

3. Wanneer geld gerechtelik inbetaald is, bij wijze van aanbod tot voldoening, en het hof bevindt bij de behandeling van de zaak dat, met uitzondering van kosten, aan de eiser niet meer verschuldigd is dan het inbetaald bedrag, dan gelast het eerst de uitbetaling aan eiser van zoveel daarvan als hem toegewezen mocht worden, maar behoudens enige order of vonnis, waarbij hij verwezen wordt tot betaling van verweerders onkosten in de zaak of gewezen op een wedereis, zullende het hof alsdan uitspraak ten gunste van verweerder geven, en zodanige order betreffende kosten maken als het voegzaam oordeelt.

4. (1) Wanneer gerechtelike gelden onder deze order inbetaald zijn, moet de klerk van het hof onverwijld het bedrag met de nodige biezonderheden bij de magistraat inleveren en een ontvangbewijs ten faveure van de partij ontvangen, die het inbetaald. Wanneer zodanige inbetaald bedrag aan de depositorekening moet onttrokken worden, zal de klerk van het hof van de magistraat een schatkistorder voor het bedrag ten faveure van de daartoe gerechtigde partij ontvangen, mits deze regel niet toegepast wordt waar de Minister instrukties uitgevaardigd heeft in termen van regel 7 van Order III.

(2) Onvoorwaardelik gerechtelik inbetaalde gelden mogen door hem aan de rechthebbende partij of diens prokureur te rolle worden uitbetaald.

(3) Moneys paid into court conditionally shall only be paid out [except under rule 2 (2) of this Order] upon a judgment declaring who is entitled thereto or upon the written consent of the parties.

Order No. XII.

OBJECTIONS, EXCEPTIONS, AND SPECIAL DEFENCES.

1. (1) A defendant shall, within seven days after entering appearance, deliver particulars of any exception or objection he may take to the proceedings.

(2) If a defendant fail to deliver such particulars within such period, he may not thereafter raise any exception or objection; provided that, if the facts upon which an objection is founded actually only came to his knowledge after the expiration of such period, the court may allow such objections to be raised subject to such postponement and order as to costs as may seem just.

2. (1) The only exceptions that may be taken by a defendant are—

(*a*) that the summons does not disclose a cause of action;
(*b*) that the summons is vague and embarrassing;
(*c*) that the summons is contradictory;
(*d*) that the summons does not comply with the requirements of Order VII of these rules.

(2) The only objections that may be taken are—

(*a*) that the summons has not been properly served;
(*b*) that the court sued in has no jurisdiction;
(*c*) that the copy of the summons served upon defendant differs so materially from the original as to prejudice him in his defence;
(*d*) that the person upon whom the summons has been served is not the defendant;
(*e*) mis-joinder or non-joinder;
(*f*) *res judicata*;
(*g*) prescription;
(*h*) *non locus standi in judicio*, e.g. by reason of minority or marriage in community of property;
(*i*) that the defendant is a surety and the principal debtor has not yet been excussed;
(*j*) *ultra vires*;
(*k*) discharge or suspension of action by statute;
(*l*) that a demand was necessary before action, and was not made;
(*m*) *lis pendens;*
(*n*) that the parties have agreed to refer the dispute to arbitration;
(*o*) that taxed costs in a previous action between the same parties for the same cause of action remain unpaid after demand;
(*p*) release;
(*q*) *pactum de non petendo.*

(3) The court may order the proceedings to be stayed, and if thereafter the ground of stay is removed, it may, on application, discharge the stay.

3. (1) A defendant alleging any such exception or objection shall in his particulars state concisely and succinctly the facts upon which it is based.

(2) Where a defendant raises the objection of minority, he shall also state as far as possible the date and place of his birth and of baptism (if any).

(3) Where a female defendant raises the objection of immunity as a married woman, she shall also state the date and place of her subsisting marriage, the date and place of her antenuptial or other contract (if any) governing her marriage relationship, and the christian names, surname, address, and description of her husband as far as known to her.

4. (1) All such exceptions or objections shall be heard and disposed of at the same time as the plaintiff's application for summary judgment is made; and if no such application is made then either party may, on three days' notice, set them down for hearing.

(2) Each party may call evidence in support of or in reply to any such exception or objection.

Order No. XIII.

SUMMARY JUDGMENT.

1. (1) Where a defendant has entered an appearance to defend the plaintiff in convention may apply to the court for summary judgment if the claim is only—

(*a*) on a liquid document;
(*b*) for a liquidated amount in money;
(*c*) for the delivery of specified movable property;
(*d*) for ejectment; or
(*e*) for any two or more such matters as are described in (*a*), (*b*), (*c*), or (*d*);

in addition to costs.

(2) Such an application shall be made on not less than forty-eight hours' notice delivered not more than four days after the date of the defendant's appearance to defend; and the plaintiff shall deliver with such notice—

(*a*) if the claim is illiquid, a copy of an affidavit, made by himself or by any other person who can swear positively to the facts, verifying the cause of action and the amount claimed, if any, and stating that in his belief there is not a bona fide defence to the action and that appearance has been entered solely for the purpose of delay;
(*b*) if the claim is liquid, a copy of the liquid document on which the claim is founded.

2. (1) Upon the hearing of an application for summary judgment, the defendant may—

(*a*) pay into court to abide the result of the action the sum sued for, together with such sum for costs as the court may determine;

(3) Voorwaardelik gerechtelik inbetaalde gelden kunnen [behoudens de uitzondering van regel 2 (2) van deze Order] slechts worden uitbetaald ingevolge een vonnis, waarbij de rechthebbende aangewezen wordt, of ingevolge de schriftelike toestemming van de partijen.

Order No. XII.

OBJEKTIES, EXCEPTIÉS EN SPECIALE VERWEERMIDDELEN.

1. (1) De verweerder moet binnen zeven dagen na aantekening van verschijning, biezonderheden inleveren van elke objektie of exceptie, die hij tegen de zaak mocht willen inbrengen.

(2) De verweerder, die zodanige biezonderheden niet binnen het gestelde tijdperk inlevert, kan daarna geen objektie of exceptie inbrengen, mits dat, indien de feiten waarop een objektie gegrond is hem wezenlik ter kennis gekomen waren slechts nadat het gestelde tijdperk verstreken was, het hof het voorbrengen van zodanige objekties kan toelaten onderworpen aan zodanig uitstel en order aangaande kosten, als het voegzaam oordeelt.

2. (1) De enige ekcepties, die door de verweerder kunnen worden ingebracht, zijn—

(*a*) dag de dagvaarding geen grond van aktie aanwijst;
(*b*) dat de dagvaarding vaag en verwarrend is;
(*c*) dat de dagvaarding tegenstrijdig is;
(*d*) dat de dagvaarding niet voldoet aan de eisen gesteld onder Order VII van deze regels.

(2) Slechts de volgende objekties kunnen door de verweerder worden ingebracht, nl.:—

(*a*) dat de dagvaarding niet behoorlik gediend is;
(*b*) dat het hof waarvoor hij gedagvaard is, onbevoegd is;
(*c*) dat het op hem gediend afschrift van de dagvaarding zo wezenlik verschilt van het origineel dat hij in zijn verdediging benadeeld is;
(*d*) dat de persoon op wie de dagvaarding gediend is, niet de verweerder is;
(*e*) wanvoeging of niet-voeging;
(*f*) gewijsde zaak (*res judicata*);
(*g*) verjaring;
(*h*) onbevoegdheid om in rechten te staan (*non locus standi in judicio*) b.v wegens minderjarigheid of huwelik in gemeenschap van goederen;
(*i*) dat de verweerder een borg is en dat de hoofdschuldenaar nog niet uitgewonnen is;
(*j*) *ultra vires;*
(*k*) opheffing of schorsing van de aktie door wetsbepaling;
(*l*) dat de instelling van de aktie moest zijn voorafgegaan door een aanmaning, die echter niet gedaan werd;
(*m*) hangende zaak (*lis pendens*);
(*n*) dat partijen overeengekomen zijn het geschil aan arbitrage te onderwerpen;
(*o*) dat de getakseerde kosten van een vorige zaak tussen dezelfde partijen ter zake van dezelfde schuldoorzaak nog onvoldaan zijn niettegenstaande aanmaning.
(*p*) schuldbevrijding;
(*q*) *pactum de non petendo.*

(3) Het hof kan bevelen om rechtsvordering te stuiten en indien daarna de grond van stuiting vervallen is, kan het hof op aanvrage daartoe de stuiting opheffen.

3. (1) De verweerder, die zulk een ekseptie of objektie, inroept, moet in de verstrekte biezonderheden kort en bondig de feiten vermelden, waarop dezlve gegrond is.

(2) De verweerder, die zijn minderjarigheid inroept, moet tevens, voorzover hij daartoe in staat is, vermelden de datum en plaats van zijn geboorte alsmede, indien hij gedoopt is, de datum en plaats van doop.

(3) Een verweerderesse, die haar voorrecht van gehuwde staat inroept, moet tevens vermelden de datum en plaats van haar tegenwoordig huwelik, de datum en plaats van haar huweliks- of ander kontrakt, indien er zulk een kontrakt is, waardoor haar huwelijksbetrekking beheerd wordt, de naam en voornamen, het adres en de hoedanigheid van haar echtgenoot, voorzoveel die aan haar bekend zijn.

4. (1) Deze excepties en objekties worden alle tegelijk met eisers applikatie voor summier vonnis gehoord en beslist. Wordt geen zodanige applikatie gemaakt, dan kunnen zij, na kennisgeving van drie dagen door een van beide partijen, verhoord worden.

(2) Elke partij kan tot staving of in antwoord op zulk een exceptie of objektie, bewijs bijbrengen.

Order No. XIII.

SUMMIERE VEROORDELING.

1. (1) Wanneer verweerder verschijning tot verdediging aangetekend heeft, kan eiser in konventie bij het hof applikatie maken voor summier vonnis, indien de eis slechts is—

(*a*) op een likwied dokument;
(*b*) voor een gelikwideerde geldsom;
(*c*) voor de levering van bepaald aangewezen losse goederen;
(*d*) voor ontruiming; of
(*e*) voor een of meer van de onderwerpen, opgenoemd in (*a*), (*b*), (*c*) of (*d*),

benevens de kosten.

(2) Zodanige applikatie wordt gemaakt na een kennisgeving van niet minder dan 48 uren, afgeleverd niet langer dan vier dagen na de datum van verweerders verschijning tot verdediging. Tegelijk met de kennisgeving moet eiser inleveren—

(*a*) wanneer de eis illikwiede is, een afschrift van een, door hem of door een ander, die de feiten stellig kan bezweren, afgelegde beëdigde verklaring betreffende de deugdelikheid van de schuldoorzaak en het eventueel geëist bedrag en houdende dat er naar zijn mening geen bona fide verdediging tegen de aktie bestaat en dat verschijning slechts aangetekend is om de zaak te vertragen;
(*b*) wanneer de eis likwiede is, een afschrift van het likwied dokument, waarop de eis gegrond is.

2. (1) Bij 't verhoor van de applikatie voor summier vonnis, kan de verweerder—

(*a*) de som waarvoor hij gedagvaard is, in afwachting van de uitslag van de aktie, gerechtelik inbetalen, tezamen met zodanig bedrag bij wijze van kosten, als waartoe hij door 't hof verwezen mocht worden;

(*b*) give security to satisfy any judgment which may be given against him in the action; or

(*c*) satisfy the court by affidavit then filed, which may be supported by viva voce evidence or otherwise, that he has a good prima facie defence to the action.

(2) No evidence may be adduced by the plaintiff otherwise than by the affidavit of which a copy was delivered with the notice or by production without evidence of the liquid document sued upon; nor may either party cross-examine any person who gives evidence either viva voce or by affidavit; but any person who gives viva voce evidence may be examined by the court and re-examined by the defendant.

3. (1) Subject to Order XII of these rules, if the defendant does not so either pay into court or find security or satisfy the court, the court may enter summary judgment for the plaintiff.

(2) If the defendant so pays into court or finds security or so satisfies the court, the court shall give leave to defend, and the action shall proceed as if no application under this Order had been made.

4. Where leave to defend is given under Rule 3 (2) of this Order, the evidence given on the hearing of the application for summary judgment shall not, at any subsequent hearing, be admissible (except by consent) in favour of the party on whose behalf it was given, except in so far as the respective deponents and witnesses are produced at such subsequent hearing for cross-examination.

5. If, on the hearing of an application made under this Order, it appears (*a*) that a defendant is entitled to leave to defend and another defendant is not so entitled, or (*b*) that a defendant is entitled to leave to defend as to part only of the claim, the court may—

(*a*) give leave to defend to a defendant so entitled thereto and enter judgment against a defendant not so entitled; or

(*b*) give leave to defend to the defendant as to such part of the claim and enter judgment against the defendant as to the balance of the claim; or

(*c*) make both orders mentioned in (*a*) and (*b*).

Order No. XIV.

Plea.

1. (1) The defendant shall within seven days after appearance or after the further particulars in terms of Order X have been supplied, or if an application for summary judgment is made, within seven days after the making of the order giving leave to defend, or if an exception or objection be raised in terms of Rule 2, Order XII, and specially set down for hearing in terms of Rule 4 (1) of that order, then within seven days after the court's decision upon such exception or objection, deliver a statement in writing, to be called a plea, setting forth concisely and succinctly—

(*a*) the nature of his defence; and

(*b*) particulars of the ground upon which such defence is pleaded;

provided that if an appeal is noted against an order giving leave to defend or against a decision or an exception or objection; or if such proceedings are brought under review, such plea shall be filed within such time as may have been directed by the Court of Appeal or summarily directed by the magistrate's court on application.

(2) If the defendant be any Department of the Union Government, or the South African Railways and Harbours, or any Provincial Administration, and the summons has been served elsewhere than at the permanent head office of the defendant department, seven days shall be added in each case to the number of days prescribed in rule 1 (1) of this order.

(3) The plea shall be signed by the defendant or his attorney.

(4) If a plea is not so delivered the clerk of the court may, on request of the plantiff *ex parte*, enter a default judgment against the defendant in the same manner as if the defendant had failed to enter an appearance to defend.

2. The plea shall also be subject to the following provisions:—

(1) A bare denial of liability or a defence of general issue shall not be admissible; but the defendant may, either as a sole defence, or in combination with any other defence not inconsistent therewith, deny all or any of the allegations in the summons.

(2) Defences which are mutually contradictory shall not be admissible; and the court may, on application, strike out any contradictory defence.

(3) Where the defendant pleads that a contract alleged by the plaintiff has not been properly or fully performed on the part of the plaintiff, he shall state the grounds upon which he so pleads.

(4) Where the defence is not a denial of allegations of fact made by the plaintiff, but is that upon further facts the defendant is not liable, the plea shall state shortly and concisely the nature of such further facts.

(5) The following defences shall, if relied upon, be specially pleaded and the grounds upon which they are alleged shall be concisely and succinctly stated:—

(*a*) That at the date of issue of the summons the right of action alleged had not yet accrued;
(*b*) payment (including compensation);
(*c*) tender;
(*d*) novation;
(*e*) settlement;
(*f*) fraud;
(*g*) illegality of contract;
(*h*) *lœsio enormis*;
(*i*) agency;
(*j*) privilege;
(*k*) justification;
(*l*) contributory negligence;
(*m*) payment into court;
(*n*) *rixa*;

(*b*) zekerheid stellen voor de voldoening van 't vonnis, dat tegen hem in de aktie gewezen mocht worden; of

(*c*) bij een alsdan ingediende beëdigde verklaring, die door mondelinge getuigenis of anderszins gestaafd mag worden, ten genoegen van het hof bewijzen dat hij een goede prima facie verdediging tegen de ingestelde eis heeft.

(2) De eiser kan geen bewijs leveren dan door middel van de beëdigde verklaring, waarvan een afschrift met de kennisgeving ingeleverd werd, of door overlegging, zonder nader bewijs, van het likwied dokument waarop gedagvaard is. Evenmin kunnen de partijen een persoon kruisvragen, die hetzij mondeling hetzij bij beëdigde verklaring getuigenis aflegt, zullende evenwel een persoon, die mondeling getuigt, door het hof mogen worden ondervraagd en door de verweerder worden herondervraagd.

3. (1) Behoudens Order XII van deze regels kan het hof summier vonnis ten gunste van eiser wijzen, indien verweerder niet als voormeld gerechtelik inbetaalt, zekerheid stelt of ten genoegen van 't hof bewijst.

(2) Indien de verweerder alzo gerechtelik inbetaalt of zekerheid stelt of als voormeld ten genoegen van 't hof bewijst, verleent het hof verlof tot verdediging, zullende de zaak voortgang hebben alsof geen applikatie onder deze Order gemaakt was.

4. Is onder Regel 3 (2) van deze Order verlof tot verdediging gegeven, dan is de getuigenis bij het horen van de applikatie voor summier vonnis afgelegd, bij een volgende behandeling van de zaak niet toelaatbaar (uitgezonderd met toestemming) ten gunste van de partij te wier behoeve zij gegeven is, behalve voorzover de respektieve deklaranten en getuigen bij zodanige volgende behandeling voor kruisverhoor voorgebracht zijn.

5. Blijkt bij de behandeling van een applikatie gemaakt onder deze Order (*a*) dat een verweerder recht heeft op verlof tot verdediging terwijl een andere verweerder zodanig recht niet heeft, of (*b*) dat een verweerder slechts recht heeft op verlof tot verdediging van een gedeelte van de eis, dan kan het hof—

(*a*) aan de daartoe gerechtigde verweerder verlof verlenen tot verdediging en tegen de niet daartoe gerechtigde verweerder vonnis wijzen; of

(*b*) aan de verweerder verlof verlenen tot verdediging ten aanzien van zodanig gedeelte van de eis en hem veroordelen ten aanzien van het overige gedeelte van de eis; of

(*c*) beide orders vermeld in (*a*) en (*b*) verlenen.

Order No. XIV.

Antwoord.

1. (1) Verweerder moet binnen zeven dagen na zijn verschijning, of nadat verdere biezonderheden in termen van Order X ingediend zijn, of indien summier vonnis verzocht is, binnen zeven dagen na verlening van de order waarbij verlof tot verdediging verleend is, of indien een exceptie of objektie gemaakt wordt in termen van regel 2, Order XII en speciaal voor verhoor in termen van regel 4 (1) van die order opgegeven wordt, dan binnen zeven dagen na beslissing van het hof van zodanige exceptie of objektie een verklaring in geschrifte, genaamd het antwoord, inleveren, kort en bondig vermeldende—

(*a*) het onderwerp van zijn verdediging; en

(*b*) biezonderheden omtrent de gronden, waarop zijn verdediging steunt;

mits dat, indien appèl aangetekend wordt tegen een order verlof tot verdediging verlenende of tegen een beslissing of exceptie of objektie; indien zodanige procedures in revisie komen, zodanig antwoord aangetekend wordt binnen zodanige door het Hof van Appèl bepaalde tijd, of summier op verzoek door het magistraatshof bepaald.

(2) Indien verweerder een Departement van de Unie Regering, van de Zuidafrikaanse Spoorwegen en Havens, of enige Provinciale Administratie is en de dagvaarding op een ander plek gediend werd dan aan het permanente hoofdkantoor van het verwerende departement, zullen in ieder geval zeven dagen bijgevoegd worden tot het aantal dagen in regel 1 (1) van deze order neergelegd.

(3) Het antwoord moet zijn getekend door de verweerder of zijn prokureur.

(4) Wordt het antwoord niet als voormeld ingeleverd, dan kan de klerk van 't hof, op *ex parte* verzoek van eiser, tegen de verweerder vonnis bij verstek aantekenen op dezelfde wijze alsof hij tot verdediging niet verschenen is.

2. De volgende bepalingen zijn voorts op het antwoord van toepassing;

(1) Een blote ontkenning van aansprakelikheid of de algemene ontkenning is niet geoorloofd; doch verweerder kan, hetzij als uitsluitende verdediging, hetzij in vereniging met andere niet daarmee strijdige verdedigingsmiddelen, alle of een of meer van de beweringen in de dagvaarding ontkennen.

(2) Verdedigingen, die onderling tegenstrijdig zijn, zijn niet geoorloofd. Het hof kan, op daartoe strekkend verzoek, een tegenstrijdige verdediging schrappen.

(3) De verweerder, die pleit dat de overeenkomst door eiser ingeroepen, niet behoorlik of niet ten volle door eiser nagekomen is, moet de gronden vermelden waarop zijn pleit steunt.

(4) Wanneer de verdediging niet is een ontkenning van door eiser gemaakte feitelike beweringen, maar strekt dat verweerder op grond van andere feiten niet aansprakelik is, dan moet het antwoord kort en bondig de aard van deze andere feiten vermelden.

(5) De volgende middelen van verdediging moeten uitdrukkelik worden gepleit en de gronden waarop zij steunen, kort en bondig worden vermeld:—

(*a*) dat op de datum van uitreiking van de dagvaarding het beweerd recht van aktie nog niet ontstaan was;
(*b*) betaling (daaronder begrepen schuldvergelijking);
(*c*) aanbod van betaling;
(*d*) schuldvernieuwing (novatie);
(*e*) voldoening;
(*f*) bedrog;
(*g*) onwettigheid van overeenkomst;
(*h*) verkorting over de helft (*laesio enormis*);
(*i*) lastgeving;
(*j*) privilegie;
(*k*) rechtvaardiging;
(*l*) medewerkende nalatigheid;
(*m*) gerechtelike inbetaling;
(*n*) ruzie (*rixa*);

(*c*) any statutory defence not included in rule 2 of Order XII.

(6) Where the defendant pleads compensation, the plea shall contain particulars of the amount, nature, and ground of such alleged compensation.

(7) (*a*) Where a tender is pleaded as to part of the amount claimed, the plea shall specify the items of the plaintiff's claim to which the tender relates.

(*b*) A plea of tender shall not be admissible unless the amount of the alleged tender is paid into court on the delivery of the plea, if not already paid to the plaintiff. Such amount shall only be paid out to the plaintiff on the order of the court.

(*c*) A tender after action brought shall (unless such undertaking is expressly disavowed at the time of such tender) imply an undertaking to pay the plaintiff's costs up to the date of the tender, and shall be valid without a tender or payment into court of the amount at which such costs may be taxed.

3. Every allegation of fact by the plaintiff which is inconsistent with the plea shall be presumed to be denied, and every other allegation shall be taken to be admitted.

4. If during the trial of an action it appears that there is prima facie evidence of a defence on some other ground than that pleaded, the court may, on application at the trial, allow such new defence to be then pleaded viva voce on such terms as to adjournment and costs as shall be just.

5. (1) In considering whether a plea complies with these rules, all further particulars furnished by the defendant at the request of the plaintiff shall be deemed to be included in the plea.

(2) (*a*) A plaintiff may except to a plea only on the ground that it does not disclose a ground of defence to the action and may object to a plea only on the grounds that it does not comply with these rules.

(*b*) Such an exception or objection may be set down for hearing separately by either party on four days' notice; and the court may thereon, if such exception or objection is upheld, either give leave to amend the plea or give judgment for the plaintiff in the action.

Order No. XV.

REPLY.

1. Where the defence is other than a bare denial of one or more of the allegations of the summons, the plaintiff may, within four days after the delivery of the plea, deliver a statement in writing to be called a reply.

2. The rules applicable to the plea shall, *mutatis mutandis*, apply to the reply.

3. Where the plaintiff does not within the time limit deliver a reply, he shall be taken to have denied all the allegations of fact contained in the plea.

4. Upon the delivery of a reply or, where no reply is delivered, upon the expiration of the period limited for reply, the pleadings shall be deemed to be closed.

Order No. XVI.

DISCOVERY OF DOCUMENTS.

1. (1) Each party shall, within three days after receiving from the other party a notice to that effect after the pleadings have been closed, deliver a schedule specifying the books and documents in his possession or under his control which he intends to use in the action.

(2) A book or document not so disclosed may not be used for any purpose on the trial of the action by the party in whose possession or under whose control it is without the leave of the court on such terms as to adjournment and costs as may be just, but the other party may call for and use such book or document in the cross-examination of a witness.

2. Each party shall, on notice, forthwith allow the other party to inspect and take copies of all such books and documents so disclosed; and shall, on prepayment therefor, forthwith furnish the other party with such copies thereof or extracts therefrom as may be requested.

3. Either party may, by notice to produce, require the other to produce, on the trial of the action, the books and documents so disclosed and also any other books and documents specified in detail; and such a notice shall have the effect of a subpœna under Order XXII of these rules as regards all such books or documents as are in the possession or under the control of the party to whom notice is so given.

Order No. XVII.

TRIAL.

1. (1) The trial of an action shall be subject to the delivery by the plaintiff after the pleadings have been closed of notice of trial for a day approved by the clerk of the court, provided that if the plaintiff does not within fourteen days after the pleadings have been closed deliver notice of trial, the defendant may do so.

(2) The delivery of such notice shall *ipso facto* operate to set down for trial at the same time any counter-claim made by the defendant.

(3) Service of such notice (including therein notice of reinstatement where the trial has been adjourned or postponed *sine die*) shall be effected at least seven days before the day so approved.

2. The trial of an action shall take place at the court-house from which the summons was issued, unless the court shall otherwise order.

3. A witness who is not a party to the action may be ordered by the court—

(*a*) to leave the court until his evidence is required or after his evidence has been given; or

(*o*) enig wettig voorgeschreven verdediging, niet inbegrepen in regel 2 van Order XII.

(6) Beroept verweerder zich op schuldvergelijking, dan moet het antwoord biezonderheden van het bedrag, de aard en de grond van de beweerde schuldvergelijking vermelden.

(7) (*a*) Wordt aanbod van betaling gepleit ten opzichte van een deel van het geëist bedrag, dan moet het antwoord de posten van eisers vordering opgeven, waarop het aanbod van betaling betrekking heeft.

(*b*) Het pleit van aanbod van betaling wordt niet toegelaten, tenzij het bedrag van het beweerd aanbod bij de inlevering van het antwoord gerechtelik inbetaald wordt, zo zulks niet eerder geschied is. Zodanig bedrag wordt slechts op order van het hof aan eiser uitbetaald.

(*c*) Aanbod van betaling gedaan nadat de aktie ingesteld is, sluit stilzwijgend in de verbintenis tot betaling van eisers kosten tot op de dag van 't aanbod, tenzij zodanige verbintenis ten tijde van 't aanbod uitdrukkelik ontkend wordt, zullende zodanige verbintenis geldig zijn zonder aanbod of gerechtelike inbetaling van 't bedrag waarop zodanige kosten getakseerd mochten worden.

3. Elke feitelike bewering van eiser, die strijdig is met het antwoord, wordt geacht ontkend te zijn; elke andere bewering wordt geacht erkend te zijn.

4. Blijkt tijdens de behandeling van de zaak, dat er prima facie bewijs is van het bestaan van een andere grond van verdediging, dan de gepleite, dan kan het hof, op applikatie gedurende de behandeling, toestaan dat zodanig nieuw middel van verdediging alsnog mondeling gepleit worde op zodanige voorwaarden betreffende verdaging en kosten als het billik acht.

5. (1) Ter beoordeling van de vraag of een antwoord aan deze regels voldoet, worden alle nadere biezonderheden door verweerder ten verzoeke van eiser verstrekt, geacht deel uit te maken van het antwoord.

(2) (*a*) De eiser kan tegen het antwoord slechts excipiëren op grond dat het geen grond van verdediging tegen de aktie oplevert, en kan tegen het antwoord slechts objekteren op grond dat het aan deze regels niet voldoet.

(*b*) Zodanig exceptie of objektie kan voor verhoor ingediend worden door een van beide partijen afzonderlik op kennisgeving van vier dagen; wordt zodanig exceptie of objektie toegewezen, kan het hof daarna òf verlof verlenen tot wijziging van het antwoord òf vonnis ten gunste van eiser wijzen.

Order No. XV.

REPLIEK.

1. Waar de verdediging meer is dan een blote ontkenning van een of meer beweringen in de dagvaarding, kan de eiser binnen vier dagen na de inlevering van het antwoord, een verklaring in geschrifte, genaamd een repliek, inleveren.

2. De regels, die op het antwoord van toepassing zijn, gelden *mutatis mutandis* voor de repliek.

3. Waar de eiser niet binnen de bepaalde tijd een repliek inlevert, wordt aangenomen dat hij alle beweringen in het antwoord vervat, ontkent.

4. Met de inlevering van de repliek, of, zo geen repliek ingeleverd is, met het verstrijken van de termijn van repliek, worden de pleidooien geacht gesloten te zijn.

Order No. XVI.

OPENLEGGING VAN STUKKEN.

1. (1) Elke partij moet, binnen drie dagen na de ontvangst van een daartoe strekkende kennisgeving, door de wederpartij na de sluiting van de pleidooien gedaan, een lijst inleveren bevattende een nauwkeurige opgave van de boeken en geschriften onder haar berusting of beschikking, waarvan zij zich tot staving van de eis denkt te bedienen.

(2) Geen boek of geschrift, waarvan niet alzo opening gegeven is, kan door de partij, onder wier berusting of beschikking het zich bevindt, voor welk doel ook ter terechtzitting worden gebruikt, tenzij met verlof van 't hof en onder zulke voorwaarden betreffende verdaging en kosten als het billik acht, maar de wederpartij kan zodanig boek of dokument opvorderen en bij het kruisverhoor van een getuige gebruiken.

2. Elke partij moet dadelik aan de wederpartij toestaan om van de alzo opengelegde boeken en geschriften inzage te nemen en afschriften te maken, alsmede, tegen vooruitbetaling daarvoor, aan de wederpartij onverwijld zulke afschriften daarvan of uittreksels daaruit verstrekken als dezelve mocht verlangen.

3. Elke partij kan, bij kennisgeving tot overlegging, de wederpartij verzoeken om bij de behandeling van de eis, de alzo opengelegde boeken en geschriften over te leggen, alsmede alle andere bepaaldelik opgenoemde boeken en geschriften. Deze kennisgeving heeft de kracht van een subpoena onder Order XXII van deze regels, voorzoveel betreft alle zulke boeken en geschriften, die onder de berusting of beschikking zijn van de partij, aan welke kennis gegeven is.

Order No. XVII.

BEHANDELING VAN DE ZAAK.

1. (1) De dag van terechtzitting wordt bepaald door de klerk van het hof op de dag van verschijning tenzij verzocht wordt om verhoor op een door de klerk van 't hof goedgekeurde dag, mits dat, indien de eiser niet binnen 14 dagen na het sluiten van de pleidooien kennis van verhoor indient de verweerder zulks kan doen.

(2) De inlevering van de kennisgeving voormeld heeft *ipso facto* ten gevolge, dat de wedereis, die door verweerder ingesteld mocht zijn, terzelfder tijd voor verhoor op de rol geplaatst wordt.

(3) De diening van de kennisgeving voormeld (waarin begrepen is kennisgeving van herplaatsing op de rol, ingeval het verhoor verdaagd of *sine die* uitgesteld was) moet ten minste zeven dagen vóór de alzo vastgestelde dag geschieden.

2. De zaak wordt gehoord in het gerechtsgebouw, waar de dagvaarding uitgereikt werd, tenzij het hof anders beveelt.

3. Een getuige, die niet partij in de zaak is, kan door het hof worden gelast—

(*a*) de gerechtszaal te verlaten, totdat zijn getuigenis benodigd is of nadat zijn getuigenis gegeven is; of

(*b*) to remain in court after his evidence has been given until the trial is terminated or adjourned.

4. (1) The court may, before proceeding to hear evidence, require the parties to state shortly the issues of fact or questions of law which are in dispute and may record the issues as so stated.

(2) If the question in dispute is a question of law and the parties are agreed upon the facts, the facts may be admitted in court, either viva voce or by written statement, by the parties and recorded by the court, and judgment may be given thereon without further evidence.

(3) When questions of law and issues of fact arise in the same case and the court is of opinion that the case may be disposed of upon the questions of law only, the court may require the parties to argue upon those questions only and may give its decision thereon before taking evidence as to the issues of fact and may give final judgment without dealing with the issues of fact if the decision upon the questions of law warrants such judgment.

5. (1) (*a*) If on the pleadings the burden of proof is on the plaintiff he shall first adduce his evidence.

(*b*) If absolution from the instance is not then decreed, the defendant shall then adduce his evidence.

(2) Where such burden of proof is on the defendant, the defendant shall first adduce his evidence, and the plaintiff shall thereafter adduce his evidence.

(3) (*a*) Where the burden of proving one or more of the issues is on the plaintiff and that of proving others is on the defendant, the plaintiff shall first call his evidence on any issues proof whereof is upon him, and may then close his case, and the defendant shall then call his evidence on all the issues.

(*b*) If the plaintiff has not called any evidence (other than that necessitated by his evidence on the issues proof whereof is on him) on any issues proof whereof is on the defendant, he shall have the right so to do after defendant has closed his case. If he has called any such evidence, he shall have no such right.

(4) Either party may, with the leave of the court, adduce further evidence at any time before judgment; but such leave shall not be granted if it appears to the court that such evidence was intentionally withheld out of its proper order.

(5) The court may at any time before judgment, on the application of either party or of its own motion, recall any witness for further examination.

(6) Any witness may be examined by the court, as well as by the parties, and the court may of its own motion call a witness not called by either party if it thinks his evidence necessary in order to elucidate the truth or the solution of the question before it.

(7) After the evidence on behalf of both parties has been completed, the party who first adduced evidence may first address the court and thereafter the other party, and the party who first adduced evidence, may reply.

6. Where the court has authorized the evidence of any witness to be taken on interrogatories, such interrogatories shall be filed within four days of the order, and cross-interrogatories within four days thereafter.

Order No. XVIII.

WITHDRAWAL AND DISMISSAL.

1. Where the summons has not been served or the period limited for entry of appearance to defend has expired and no such appearance has been entered, the plaintiff may withdraw the summons by notice to the clerk of the court.

2. (1) Save as provided by Rule 1 of this Order a plaintiff or applicant desiring to withdraw an action or application against all or any of the parties thereto shall deliver notice of withdrawal.

(2) Any party served with notice of withdrawal may within ten days thereafter apply to the court for an order that the party so withdrawing shall pay the applicant's costs of the action or application withdrawn, together with the costs incurred in so applying, provided, however, that where the plaintiff in the notice of withdrawal embodies in such notice a consent to pay the costs, such consent shall then have the force of an order of Court, and the clerk shall tax the costs on the request of the defendant.

(3) Any party may by delivery of notice abandon any specified claim, objection, exception, or defence pleaded by him; and such notice shall be taken into consideration in taxing costs.

3. A defendant may, if the plaintiff has not within 14 days after the pleadings have been closed given notice of trial either for a day not more than twenty-one days distant or for the first day obtainable from the clerk of the court, apply to the court to dismiss the action for want of prosecution; and the court may on such applications either dismiss the action with costs or make such other order in regard thereto and as to the costs of the application as may be just.

Order No. XIX.

RECORDS OF PROCEEDINGS.

1. (1) Minutes of record shall be made of—

(*a*) any judgment given by the court;

(*b*) any viva voce evidence given in court;

(*c*) any objection made to any evidence received or tendered; and

(*d*) the proceedings of the court generally.

(2) The court shall also duly mark each document put in evidence and note such mark on the record.

(3) Such minutes and marks may be made by the clerk of the court; and, save where made by the clerk of the court, or as herein after provided, they shall be made by the presiding judicial officer.

2. (1) The court may appoint a shorthand writer to take down in shorthand a note of viva voce evidence and proceedings, and such appointment may be made either generally for the purposes of the court or specially for the purposes of any particular matter.

(*b*) in de gerechtszaal te verblijven, nadat zijn getuigenis gegeven is, tot de zaak voldongen of verdaagd is.

4. (1) Het hof kan, alvorens getuigenis af te nemen, de partijen gelasten om kortelik de in geschil zijnde feiten of rechtspunten voor te dragen. De alzo vastgestelde geschilpunten kunnen door het hof genotuleerd worden.

(2) Zijn rechtsvragen in geschil en de feiten buiten geschil, dan kunnen de feiten mondeling of schriftelik door partijen ter terechtzitting worden erkend, zullende het hof dezelve notuleren en zonder verdere getuigenis daarop vonnis kunnen wijzen.

(3) Wanneer het hof van oordeel is dat een zaak, waarin rechts- en feitelike vragen in geschil zijn, op de rechtsvragen alleen kan worden beslist, kan het partijen gelasten slechts de rechtsvragen te bepleiten, zullende het dezelve beslissen alvorens omtrent de feiten getuigenis te horen en 't zal het hof, met voorbijgang van de feitelike geschilpunten, eindvonnis mogen wijzen, indien de beslissing op de rechtsvragen zodanig eindvonnis wettigt.

5. (1) (*a*) Rust volgens de pleidooien de bewijslast op eiser, dan heeft deze eerst bewijs te leveren.

(*b*) Wordt absolutie van de instantie niet alsdan verleend, dan moet verweerder bewijs leveren.

(2) Indien de bewijslast op de verweerder rust, moet hij eerst bewijs leveren, zullende eiser alsdan tegenbewijs mogen bijbrengen

(3) (*a*) De eiser is gehouden indien de bewijslast ten aanzien van een of meer geschilpunten op hem, en ten aanzien van andere op verweerder rust, eerst zijn getuigenis voor te brengen tot staving van de geschilpunten, die hij te bewijzen heeft, als wanneer hij zijn zaak kan sluiten en verweerder zijn gtuigenis ten aanzien van alle geschilpunten heeft voor te brengen.

(*b*) De eiser die, afgezien van de getuigenis tot staving van geschilpunten, waarvan de bewijslast op hem rust, geen getuigenis voorgebracht heeft ten aanzien van geschilpunten, waarvan de bewijslast op verweerder rust, is gerechtigd zulks alsnog te doen, nadat verweerder zijn zaak gesloten heeft. Heeft hij zodanige getuigenis voorgebracht, dan heeft hij dat recht niet.

(4) Elke partij kan met verlof van 't hof te eniger tijd vóórdat vonnis gewezen is, verdere getuigenis bijbrengen. Dat verlof wordt niet verleend, indien aan 't hof blijkt, dat zodanige getuigenis opzettelik buiten haar gewone volgorde teruggehouden werd.

(5) Het hof kan te eniger tijd vóórdat vonnis gewezen is, op applikatie van een van de partijen of ambtshalve, getuigen voor verder verhoor terugroepen.

(6) De getuigen kunnen zowel door het hof als door partijen worden verhoord en het hof kan ambtshalve een getuige oproepen die door geen van beide getuigen oproepen werd indien het zijn getuigenis noodzakelik acht ter opheldering van de waarheid of tot oplossing van de zaak in kwestie.

(7) Nadat het getuigeverhoor van beide partijen afgelopen is, kan de partij, die het eerst getuigenis voorgebracht heeft, het hof eerst toespreken en de wederpartij daarna en dan kan de partij antwoorden, die het eerst getuigenis voorgebracht heeft.

6. Waar het hof het afnemen van getuigenis door middel van vraagpunten gelast heeft, moeten zodanige vraagpunten binnen vier dagen na de order aangetekend worden en kruisvraagpunten binnen vier dagen daarna.

Order No. XVIII.

INTREKKING EN AFWIJZING VAN AKTIE.

1. Eiser kan, bij kennisgeving aan de klerk van 't hof, de dagvaarding terugtrekken, wanneer de dagvaarding niet gediend is of wanneer geen verschijning gemaakt is.

2. (1) Behoudens de bepaling van regel 1 van deze Order moet de eiser of applikant, die een aktie of applikatie tegen een of meer van de partijen wenst terug te trekken, een kennisgeving van terugtrekking inleveren.

(2) De partij, op wie een kennisgeving van terugtrekking gediend is, kan binnen 10 dagen daarna het hof om een order verzoeken dat de terugtrekkende partij de door verzoeker gemaakte onkosten van de teruggetrokken aktie of applikatie alsmede de onkosten van zodanig verzoek betale, mits echter dat, waar de eiser in de kennisgeving van terugtrekking, toestemming tot betaling van kosten insluit zal zodanige toestemming kracht van wet hebben en de klerk zal de kosten takseren op verzoek van de verweerder.

(3) Elke partij kan, door inlevering van een daartoe strekkende kennisgeving, afstand doen van een door haar ingestelde en bepaaldelik genoemde eis, objektie, exceptie of verdediging. Zodanige kennisgeving wordt, bij de taksatie van de kosten van de wederpartij in rekening gebracht.

3. Een verweerder kan, indien de eiser niet binnen 14 dagen na de pleidooien gesloten zijn kennis van verhoor gegeven heeft hetzij op een dag niet verder af dan een en twintig dagen, of op de eerste door de klerk hem toegestane dag, bij het hof aanzoek doen om afwijzing van de aktie wegens niet-vervolging; en het hof kan op zodanig aanzoek of de aktie met kosten afwijzen, of zodanig bevel uitvaardigen met betrekking daartoe en tot de kosten van de applikatie, als billik mocht zijn.

Order No. XIX.

NOTULEN VAN VERRICHTINGEN.

1. (1) Akte wordt opgemaakt van—

(*a*) elk vonnis door het hof gegeven;

(*b*) elke getuigeverklaring mondeling in 't hof afgelegd;

(*c*) elke objektie ingebracht tegen ontvangen of aangeboden bewijs; en

(*d*) de verrichtingen van 't hof in 't algemeen.

(2) Het hof moet voorts elk als bewijsstuk ingediend dokument van een merk voorzien en van dat merk in de notulen melding maken.

(3) Voormelde akten en merken kunnen door de klerk van 't hof worden opgemaakt en aangebracht. Buiten het geval dat zij opgemaakt en aangebracht worden door de klerk van 't hof of zoals hieronder voorzien, worden ze door de voorzittende rechterlike ambtenaar opgemaakt en aangebracht.

2. (1) Het hof kan een snelschrijver aanstellen om stenografiese aantekening te houden van mondelinge getuigenis en verrichtingen. Zodanige aanstelling kan geschieden òf in 't algemeen ten dienste van 't hof òf speciaal ten behoeve van een bepaalde aangelegenheid.

(2) A party shall be entitled to a transcript of any such shorthand note on payment of a fee of 1s. for each 100 words.

(3) In the event of an appeal being noted and set down for hearing such shorthand note shall, so far as relevant to the appeal, be transcribed and certified by such shorthand writer as a true record of the proceedings and such transcript shall thereafter form part of the record.

3. (1) Any party may, not later than seven days after judgment or, where the note has been taken in shorthand, after the transcription thereof has been completed, apply to the court to correct any errors in the note; and the court may correct any such errors.

(2) If, before the hearing of the application, all parties affected file a consent to the corrections claimed, no costs of such application shall be allowed; otherwise, costs shall be in the discretion of the court.

Order No. XX.

APPLICATIONS.

1. Except where otherwise provided, an application to the court for an order affecting any other party or persons shall be on not less than three days' notice to such other party or persons stating shortly the terms of the order applied for and the time at which the application will be made to the court.

2. Except where otherwise provided, an application need not be supported by affidavit; but in the event of any dispute arising as to the facts, evidence may be given with reference thereto either viva voce or, with the leave of the court, by affidavit.

3. Unless the court shall otherwise order, minutes, other than the minutes of the record, shall not be drawn up of orders on application on notice; and notice or service of such an order to or on any person who has had notice of the application shall not be necessary.

4. (1) Except where otherwise provided, an *ex parte* application shall be made in writing stating shortly the terms of the order applied for and the grounds on which the application is made, and shall be signed by the party making the application.

(2) Except where otherwise provided, an *ex parte* application shall not, unless required by the court in any case, be supported by affidavit or other evidence.

(3) Any person affected by an order made *ex parte* (including an interdict for rent under section *thirty-one* of the Proclamation) may apply to discharge it with costs on not less than twenty-four hours' notice.

5. In every application the person substantially interested shall be made respondent.

6. All interlocutory matters may be dealt with upon application.

7. All opposed applications shall be heard in open court.

Order No. XXI.

ARRESTS, INTERDICTS, ATTACHMENTS, AND MANDAMENTEN VAN SPOLIE.

1. (1) Except where otherwise provided in these rules, every application to the court for an order of arrest, interdict, or attachment or for a *mandament van spolie* under section *thirty* of the Proclamation, may be made *ex parte*.

(2) Every such *ex parte* application shall be upon affidavit, stating shortly the facts upon which the application is made and the nature of the order applied for.

2. The court may, before granting an order upon such an application, require the applicant to give security for any damages which may be caused by such order and may require such additional evidence as it may think fit.

3. (1) A summons for rent under section *thirty-one* of the Proclamation shall be in the form prescribed therefor in the First Annexure to these rules.

(2) Every order made *ex parte* (other than an order for the arrest of any person or an interdict by summons for rent under section *thirty-one* or an order of attachment for rent under section *thirty-two* of the Proclamation) shall call upon the respondent to show cause against it at a time stated in the order which shall not be a less time after service than the time allowed by these rules for appearance to a summons, unless the court shall give leave for shorter notice.

(3) The return day of an order may be anticipated by the respondent upon 12 hours' notice to the applicant.

4. (1) A copy of any order made *ex parte* and of the affidavit, if any, on which it was made shall be served forthwith on the respondent thereto.

(2) Where cause is shown against any such order the court may order the deponent to any such affidavit to attend for cross-examination.

(3) Any order made *ex parte* may be discharged or varied by the court on cause shown by any person affected thereby; and on such terms as to costs as may be just.

5. (1) An order made *ex parte* shall *ipso facto* be discharged upon security being given by the respondent for the amount to which the order relates together with costs.

(2) Such security may be given to abide the result of the action instituted or to be instituted; and may be assigned by the respondent to part only of the order and shall in that event operate to discharge the order as to that part only.

(3) Unless the court shall otherwise order, the messenger may release any person arrested upon such person giving security to the satisfaction of the messenger that he will appear upon the return day of the arrest.

6. (1) The minutes of any order required for service or execution shall be drawn up by the party entitled thereto and shall be approved by the clerk of the court.

(2) Elke partij is gerechtigd tot een in gewoon schrift gestelde kopie van de stenografiese aantekening voormeld tegen betaling van de som van 1s. voor elke 100 woorden.

(3) Ingeval appèl aangetekend of voor verhoor op de rol geplaatst is, moet de stenografiese aantekening, voorzover zij tot het appèl betrekkelik is, in gewoon schrift worden gesteld en door de snelschrijver worden gecertificeerd als een korrekt verslag van de verrichtingen, zullende dat verslag alsdan deel uitmaken van de notulen.

3. (1) Elke partij kan, niet later dan zeven dagen na het vonnis, of waar de aantekening in snelschrift gehouden is, na het stellen daarvan in gewoon schrift voltooid is, bij het hof aanzoek doen om enige fouten in de aantekening te verbeteren en het hof kan enige zodanige fouten verbeteren.

(2) Indien, vóór de behandeling van de applikatie, al de betrokken partijen hun toestemming met de vereiste verbeteringen indienen, worden geen kosten van zodanige applikatie toegestaan; anders worden de kosten aan het goeddunken van het hof overgelaten.

Order No. XX.

APPLIKATIES.

1. Voorzover elders niet anders voorzien is, wordt de applikatie voor een order waarbij een andere partij of personen betrokken zijn gemaakt, na kennisgeving van niet minder dan drie dagen aan zodanige partij of personen, kortelik vermeldende de inhoud van de aangevraagde order alsmede de tijd waarop de applikatie aan 't hof gemaakt zal worden.

2. Voorzover elders niet anders voorzien is, behoeft de applikatie niet door een schriftelike beëdigde verklaring gestaafd te worden. Ingeval echter feiten betwist worden, kunnen dezelve hetzij mondeling, hetzij met verlof van 't hof, door schriftelike beëdigde verklaring worden bewezen.

3. Tenzij het hof anders beveelt wordt geen akte, met uitzondering van de notulen van 't geding, opgemaakt van orders verleend op applikaties na kennisgeving. Kennisgeving of diening van zodanige order aan of op een persoon, die van de applikatie kennis gekregen heeft, is onnodig.

4. (1) Voorzover elders niet anders voorzien is, wordt een *ex parte* applikatie in geschrifte gemaakt, kortelik vermeldende de inhoud van de aangevraagde order alsmede de gronden waarop de applikatie steunt. Zij moet door applikant zijn getekend.

(2) Voorzover elders niet anders voorzien is, worden *ex parte* applikaties niet gestaafd door schriftelike beëdigde verklaring of ander bewijs, tenzij het hof in de een of andere zaak zulks verlangt.

(3) Ieder, die betrokken is bij een order, welke *ex parte* gemaakt is (daaronder begrepen een interdikt voor huurgelden onder artikel *een en dertig* van de Proklamatie) kan, na minstens 24 uren kennisgeving, de opheffing daarvan met de kosten aanvragen.

5. In elke applikatie moet de wezenlik belanghebbende als respondent worden opgeroepen.

6. Alle interlokutore zaken worden bij wijze van applikatie behandeld.

7. Alle bestreden applikaties worden in 't openbaar behandeld

Order No. XXI.

ARRESTEN, INTERDIKTEN, BESLAGLEGGINGEN EN MANDAMENTEN VAN SPOLIE.

1. (1) Applikaties voor een bevelschrift van arrest, interdikt of beslaglegging of voor een mandament van spolie onder artikel *dertig* van de Proklamatie worden, voorzover in deze regels niet anders voorzien is, gemaakt *ex parte*.

(2) Zodanige *ex parte* applikatie geschiedt bij wijze van schriftelike beëdigde verklaring, kortelik vermeldende de feiten, waarop de applikatie steunt, alsmede de aard van het verlangd bevelschrift.

2. Het hof kan alvorens een bevelschrift op zulk een applikatie te verlenen, de applikant gelasten zekerheid te stellen voor enige schade, die door zodanig bevelschrift mocht worden veroorzaakt, en kan zodanig verder bewijs verlangen als het goedvindt.

3. (1) Elke dagvaarding voor huurgelden onder artikel *een en dertig* van de Proklamatie moet zijn ingericht naar de vorm voorgeschreven in het Eerste Aanhangsel tot deze regels.

(2) Bevelschriften, die *ex parte* verleend zijn (uitgezonderd een bevelschrift van arrest van een persoon of een interdikt met dagvaarding voor huurgelden onder artikel *een en dertig* of een bevelschrift tot beslaglegging op huurgelden onder artikel *twee en dertig* van de Proklamatie) moeten de respondent oproepen om op een in het bevelschrift bepaalde termijn daartegen in verzet te komen. Zodanige termijn mag niet vroeger na diening gesteld zijn, dan de termijn bij deze regels toegestaan voor verschijning op een dagvaarding, tenzij het hof verlof verleent tot kortere diening.

(3) De dienende dag van een bevelschrift kan door de respondent worden vervroegd na 12 uren van te voren kennis aan de applikant te hebben gegeven.

4. (1) Een afschrift van het *ex parte* verleend bevelschrift alsmede van de eventuele beëdigde verklaring waarop het aangevraagd wordt, moet onverwijld op de respondent worden gediend.

(2) Wordt tegen zulk een bevelschrift in verzet gekomen, dan kan het hof de persoon, die zodanige beëdigde verklaring afgelegd heeft, gelasten voor kruisverhoor te verschijnen.

(3) *Ex parte* verleende bevelschriften kunnen, wanneer door enig persoon redenen daartegen aangevoerd worden, door het hof worden opgeheven of gewijzigd, onder zulke voorwaarden betreffende kosten als billik mocht zijn.

5. (1) *Ex parte* verleende bevelschriften worden *ipso facto* opgeheven, indien de respondent zekerheid stelt voor het bedrag waarop het bevelschrift betrekking heeft, tezamen met de kosten.

(2) Zodanige zekerheid kan worden gesteld in afwachting van de uitslag van de ingestelde of in te stellen aktie. Zij kan door de respondent op een gedeelte slechts van het bevelschrift worden toepasselik verklaard, in welk geval het bevelschrift ten aanzien van dat gedeelte geen gevolg heeft.

(3) Tenzij het hof anders beveelt, kan de bode een gearresteerd persoon in vrijheid stellen, indien de gearresteerde ten genoegen van de bode zekerheid stelt, dat hij verschijnen zal op de dag, waarop het arrest dient.

6. (1) De akte van een bevelschrift ter diening of eksekutie wordt door de daartoe gerechtigde partij opgetrokken en door de klerk van 't hof goedgekeurd.

(2) The copies of such minutes for record and service shall be made by such party and the copy for record shall be signed by the clerk of the court.

7. An interdict and a warrant of arrest other than for civil imprisonment may be executed on any day, at any hour, and at any place.

Order No. XXII.

SUBPŒNAS.

1. The process of the court for compelling the attendance of any person to give evidence or to produce any books, papers, or documents shall be by subpœna issued by the clerk of the court and sued out by the party desiring the attendance of such person. In the case of evidence taken on commission such process shall be sued out by the party desiring the attendance of the witness, and issued by the commissioner.

2. (1) There shall be delivered to the messenger (if the party suing out the subpœna desires it to be served through the messenger) together with the said subpœna so many copies thereof as there are witnesses to be summoned, and also such sum or sums of money as the party for whom they are to be summoned intends that the messenger shall pay or offer to the said witnesses respectively for their conduct money.

(2) The court may set aside service of any subpœna if it shall appear that the witness served was not given reasonable time to enable him to appear in pursuance of the subpœna.

Order No. XXIII.

INTEREST.

1. Where the defendant has not consented to judgment twenty-four hours before the expiration of the time allowed for appearance to defend, interest from the date of issue of the summons to the date of judgment may in the judgment be added to the amount claimed in the summons at the rate claimed in the summons, or, if there be no such rate, then at the rate of 6 per cent. per annum.

2. Every judgment for payment of money shall bear interest from the date of judgment until payment at such rate as may be adjudged, or, if there be no such rate, then at the rate of 6 per cent. per annum.

Order No. XXIV.

EXECUTION.

1. (1) The process for the execution of any judgment for the payment of money, for the delivery up of goods or premises, or for ejectment, shall be by warrant issued and signed by the clerk of the court and addressed to the messenger, and shall also be signed by the party suing out the same.

(2) Such process may be sued out by any person in whose favour any such judgment shall have been given, if such judgment is not then satisfied, stayed, or suspended.

(3) Such process may at any time, on payment of the fees incurred, be withdrawn or suspended by notice to the messenger by the party who has sued out such process.

(4) Any alterations in such process shall be initialed by the clerk of the court before such process is issued by him.

(5) Any such process shall be invalid if a wrong person is named therein as a party; but no such process shall be invalid merely by reason of the mis-spelling of any name therein, or of any error as to date.

(6) Where the messenger is in doubt as to the validity of any attachment or contemplated attachment, he may require that the party suing out the process shall give security to indemnify him.

(7) Except where judgment has been entered by consent or default, execution shall not be issued without special leave of the court applied for at the time of granting the judgment, before the day following that on which the judgment is given.

(8) Unless otherwise ordered by the court, the costs and expenses of issuing and levying execution shall be a first charge on the proceeds of the property sold in execution and may so far as such proceeds are insufficient be recovered from the execution debtor as costs awarded by the court.

2. (1) Where a judgment debtor is a partner in a firm and the judgment is against him for a separate debt, the court may, after notice to the judgment debtor and to his firm, appoint the messenger as receiver to receive any moneys payable to the judgment debtor in respect of his interest in the partnership.

(2) Such appointment shall, until the judgment debt is satisfied, operate as an attachment of the interest of the judgment debtor in the partnership assets.

(3) Where the judgment is against a firm, the partnership property shall first be exhausted, so far as it is known to the judgment creditor, before the judgment is executed against the separate property of the partners.

3. Subject to any hypothec existing prior to attachment, all warrants of execution lodged with the messenger on or before the day immediately preceding the date of the sale in execution shall rank pro rata in the distribution of the proceeds of the goods sold in execution.

4. (1) If any property taken in execution is claimed by any third party as his property, the messenger shall on receipt of the claim forthwith give notice to the execution creditor.

(2) If the execution creditor gives the messenger notice within seven days thereafter that he admits the claim, he shall not be liable for any costs, fees, or expenses afterwards incurred, and the messenger shall withdraw from possession of the property claimed and inform the claimant to that effect.

(2) Afschriften van zodanige akte ter notulering en diening worden door zodanige partij gemaakt, zullende het ter notulering dienend afschrift door de klerk van 't hof worden getekend.

7. Interdikten en lastbrieven van arrest, niet zijnde lastbrieven tot gijzeling, kunnen op elke dag, elk uur en elke plaats worden ten uitvoer gelegd.

Order No. XXII.

DAGVAARDING VAN GETUIGEN.

1. De dagvaarding van een persoon om getuigenis af te leggen of boeken, geschriften en dokumenten over te leggen, geschiedt bij subpœna uitgereikt door de klerk van 't hof en uitgenomen door de partij, die de verschijning van de betrokken persoon begeert. In het geval van getuigenis door een kommissaris afgenomen, moet zodanige dagvaarding geschieden door de partij, die de verschijning van de betrokken persoon begeert en door de kommissaris uitgereikt worden.

2. (1) Wenst de partij, die de subpœna uitneemt, dat dezelve door de bode gediend worde, dan moeten aan de bode, tezamen met de subpœna, evenveel afschriften worden ter hand gesteld als er te dagvaarden getuigen zijn, benevens zodanige som of sommen gelds als de bode volgens opdracht van de partij, te wier behoeve zij gedagvaard worden, aan de getuigen bij wijze van padgeld heeft te betalen of aan te bieden.

(2) Het hof kan echter de diening van een subpœna van onwaarde verklaren, indien blijkt dat aan de gedagvaarde getuige geen redelike tijd gegeven werd om op de subpœna te verschijnen.

Order No. XXIII.

RENTE.

1. De verweerder die niet 24 uren voor het verstrijken van de termijn voor verschijning tot verdediging in de veroordeling toegestemd heeft kan boven en behalve het bij dagvaarding geëist bedrag, worden veroordeeld tot betaling van rente tegen de in de dagvaarding gestelde voet of, bij gebreke van zodanige rentevoet, tegen zes percent in 't jaar, gerekend van de dag van uitreiking van de dagvaarding tot de dag waarop vonnis gegeven wordt.

2. Elk vonnis tot betaling van geld draagt rente van de dag van 't vonnis tot de dag van betaling tegen de bij 't vonnis bepaalde rentevoet, of bij gebreke van zodanige bepaling, tegen zes percent in 't jaar.

Order No. XXIV.

TENUITVOERLEGGING VAN VONNIS.

1. (1) De tenuitvoerlegging van een vonnis tot betaling van geld, tot afgifte van goederen of percelen of tot ontruiming geschiedt door middel van een lastbrief, uitgereikt en getekend door de klerk van 't hof en gericht aan de bode en wordt door de partij, door wie de dagvaarding geschiedt, mede ondertekend.

(2) Zodanige lastbrief kan worden uitgenomen door een ieder, te wiens gunste vonnis gegeven is, mits het vonnis niet alsdan voldaan, gestuit of geschorst is.

(3) De lastbrief kan te eniger tijd tegen betaling van de gemaakte onkosten worden ingetrokken of geschorst bij kennisgeving aan de bode, gedaan door de partij die de lastbrief uitgenomen heeft.

(4) Alle veranderingen in de lastbrief moeten door de klerk van 't hof worden geparafeerd, voordat dezelve door hem uitgereikt wordt.

(5) De lastbrief is van onwaarde indien een verkeerde persoon daarin genoemd is als partij. De blote verkeerde spelling echter van een daarin voorkomende naam heeft geen nietigheid van de lastbrief ten gevolge.

(6) Is de bode in twijfel omtrent de geldigheid van een beslaglegging of voorgenomen beslaglegging, dan kan hij vorderen dat de persoon, die de lastbrief uitneemt, zekerheid stelle dat hij hem schadeloos zal houden.

(7) Uitgezonderd het geval waar vonnis met toestemming of bij verstek gewezen is, mag, buiten uitdrukkelik verlof van 't hof gevraagd ten tijde van 't wijzen van 't vonnis, geen lastbrief van eksekutie worden uitgereikt vóór de dag volgende op die waarop het vonnis gewezen is.

(8) De onkosten en uitgaven van uitreiking en tenuitvoerlegging van een lastbrief van eksekutie zijn, tenzij het hof anders bevolen heeft, een eerstbevoorrechte last op de opbrengst van de in eksekutie verkochte goederen. Zij kunnen, voorzover de opbrengst ontoereikend is, op de eksekutie-schuldenaar worden verhaald als kosten toegewezen door het hof.

2. (1) Wanneer de schuldenaar, tegen wie vonnis voor een afzonderlike schuld gegeven is, deelgenoot is in een vennootschap, kan het hof, nadat aan de vonnis-schuldenaar en aan diens firma kennis gegeven is, de bode als ontvanger aanstellen of de gelden te innen, die aan de vonnis-schuldenaar uit hoofde van zijn belang in de vennootschap verschuldigd zijn.

(2) Zodanige aanstelling heeft, zolang aan het vonnis niet voldaan is, de kracht van een beslaglegging op het belang, dat de vonnis-schuldenaar heeft in de baten van de vennootschap.

(3) Waar vonnis tegen een firma gegeven is, moeten allereerst de vennootschappelike goederen, voorzover ze aan de vonnisschuldeiser bekend zijn, worden uitgewonnen, voordat het vonnis op de afzonderlike goederen van de vennoten kan worden tenuitvoergelegd.

3. Behoudens enig hypothekair verband vóór de beslaglegging gevestigd, worden alle lastbrieven van eksekutie, die op of voor de dag onmiddellik voorafgaande aan de datum van verkoop bij eksekutie bij de bode ingediend zijn, pro rata gerangschikt in de verdeling van de opbrengst van de goederen verkocht in eksekutie.

4. (1) Worden in eksekutie genomen goederen door een derde partij als haar eigendom opgevorderd, dan geeft de bode op ontvangst van de vordering, dadelik kennis aan de eksekutieschuldeiser.

(2) Indien de eksekutie-schuldenaar binnen zeven dagen daarna aan de bode kennis geeft dat hij de vordering erkent, is hij niet aansprakelik voor daarna gemaakte onkosten, fooien of uitgaven, zullende de bode het bezit van de opgevorderde goederen mogen prijsgeven en daaromtrent de eiser mededelen.

Against Movable Property.

5. (1) The messenger shall upon receiving a warrant directing him to levy execution on movable property repair to the house or place of business of the execution debtor within twenty-four hours (to which period shall be added, if such house or place of business be situate outside the limits of the town or place where the court is holden, one additional day for each 25 miles or part of 25 miles between such limits and such house or place of business or as soon as circumstances permit) and there demand payment of the judgment debt and costs or else require that so much movable property be pointed out as the said messenger may deem sufficient to satisfy the exigency of the warrant, and if such last-mentioned request be complied with the said messenger shall make an inventory and valuation of such movable property; but if the debtor does not point out such property the said messenger shall immediately make an inventory and valuation of so much of the movable property belonging to the debtor as he may deem sufficient to satisfy the execution.

(2) So far as may be necessary to the execution of any such warrant, the messenger may open any door of or in any premises, or of any piece of furniture in any premises, if opening be refused or if there be no person there who represents the person against whom such warrant is to be executed; and the messenger may, if necessary, use force to that end.

(3) The messenger shall exhibit the original warrant of execution, and shall deliver to the debtor or leave on the premises a copy thereof.

(4) When the foregoing requirements of this rule have been complied with by the messenger, the goods so inventoried by him shall become and be judicially attached.

(5) The messenger shall deliver a copy of the said inventory signed by himself to the debtor or leave the same on the premises, which copy shall have subjoined thereto a notice of the attachment.

(6) Where specie is found and attached, the number and kinds thereof shall be specified in the inventory, and where any documents are attached they shall also be so specified; and such specie or documents shall be sealed up and conveyed to the office of the messenger.

(7) Where any person whose movable property has been so attached undertakes in writing, together with some sufficient surety, that the same shall be produced on the day appointed for the sale thereof if the judgment creditor shall not be sooner satisfied in respect of his judgment debt, then the messenger shall leave the said property so attached and inventoried as aforesaid, other than specie or documents, upon the premises where the same was found.

(8) If the debtor will not so undertake, together with a sufficient surety to produce the said goods—

(*a*) the messenger shall either remove the same to some convenient place of security or, if the same be cattle or such property as it may be inconvenient to remove, may leave the same upon the premises in the charge and custody of some person for him until the day appointed for the sale thereof;

(*b*) where the messenger is instructed by the judgment creditor to remove the goods attached, he shall do so within forty-eight hours after the attachment; and he shall in the meantime leave the same in the charge and custody of some person for him;

(*c*) such a custodian may not use, let, or lend the attached goods; nor permit them to be used, let, or lent, nor may he in any way do anything which will decrease their value, and, if the goods attached shall have produced any profit or increase, the custodian shall be responsible for any such profit or increase in like manner as he is responsible for the goods originally attached;

(*d*) if such custodian makes a default in his duty he shall not be entitled to recover any remuneration for his charge and custody.

(9) Any movable property sold in execution of the process of the said court shall be sold publicly and for ready money by the messenger to the highest bidder, at or as near to the place where the same was taken or to which the same has been so removed as aforesaid as may be advantageous for the sale thereof; and the said messenger shall publish notice of the sale in some local or other newspaper circulating in the district, and shall seven days at least before the day appointed for the said sale affix notice of the said sale and of the day and place thereof on the door of the court-house or on some other public building in the place where the said court is holden, and also at or as near as may be to the place where the said sale is actually to take place: Provided that it shall not be necessary to publish notice of the sale in a newspaper if in the opinion of the messenger the value of the attached goods does not exceed the amount of one hundred pounds.

(10) The day appointed for the sale shall be not less than two weeks after the time of seizure or attachment; provided that, where the goods attached are of a perishable nature or with consent of the execution debtor, the court may, upon application, reduce either or both of the periods mentioned in this rule to such extent and on such conditions as it may think fit.

(11) A sale in execution shall be stopped as soon as sufficient money has been raised to satisfy the said warrant and the costs of the sale.

6. (1) Where the property attached in execution is a lease or a bill of exchange, promissory note, bond, or other security for the payment of money—

(*a*) attachment shall not be complete until after notice to the lessor, lessee, or person liable on the bill of exchange or other security, as the case may be,

(*b*) the attachment shall not be valid unless and until the instrument in question is taken possession of by the messenger and notice has, in the case of a registered lease, been given to the Registrar of Deeds.

Op Losse Goederen.

5. (1) De bode moet, op ontvangst van een lastbrief tot eksekutie van losse goederen, zich naar het huis of de bezigheidsplek van de eksekutie-schuldenaar begeven binnen 24 uur of naar omstandigheden zo spoedig mogelik (zullende, zo het huis of de bezigheidsplek gelegen is buiten de grenzen van de stad of plaats waar het hof zitting houdt, aan dat tijdperk worden toegevoegd een verdere dag voor elke 25 mijl of gedeelte van 25 mijl tussen bedoelde grenzen en het huis of de plaats van bezigheid) en aldaar betaling vorderen van de vonnis-schuld en kosten of anders vorderen dat zoveel losse goederen aangewezen worden als de bode ter voldoening van de lastbrief genoegzaam acht, zullende hij, indien aan laatstgenoemde vordering voldaan wordt, een inventaris en waardering van zodanige losse goederen maken. Wijst de schuldenaar geen zodanige goederen aan, dan moet de bode dadelik een inventaris en waardering maken van zovele aan de schuldenaar behorende losse goederen, als hij ter voldoening van de lastbrief genoegzaam acht.

(2) Voorzover zulks nodig is voor de tenuitvoerlegging van de lastbrief kan de bode de deuren van of in een perceel, of van meubelen in een perceel openen, indien de opening geweigerd wordt of indien er niemand is die de persoon vertegenwoordigt, tegen wie de lastbrief gericht is; zo nodig kan hij tot dat einde geweld gebruiken.

(3) De bode moet de oorspronkelike lastbrief tot eksekutie vertonen en aan de schuldenaar een kopie daarvan overhandigen of op het perceel achterlaten.

(4) Heeft de bode aan voormelde vereisten van deze regel voldaan, dan worden de goederen door hem als voorzegd geïnventariseerd, geacht gerechtelik in beslag te zijn genomen.

(5) De bode moet een door hem getekend afschrift van de inventaris aan de schuldenaar afgeven of in het perceel laten. Onderaan het afschrift moet een kennisgeving van de beslaglegging gesteld zijn.

(6) Worden kontanten gevonden en in beslag genomen, dan moeten het getal en de soort daarvan in de inventaris worden opgegeven en, ingeval dokumenten aangehecht zijn, moeten deze eveneens opgenoemd worden. De kontanten of dokumenten moeten verzegeld naar het kantoor van de bode worden overgebracht.

(7) Wanneer de persoon, wiens losse goederen als voormeld in beslag genomen zijn, zich schriftelik, tezamen met een gegoede borg verbindt om dezelve op de dag bepaald voor de verkoop daarvan te produceren, indien de vonnis-schuldeiser niet eerder ter zake van zijn vonnis-vordering voldaan is, dan moet de bode de in beslag genomen en geïnventariseerde goederen, met uitzondering van kontanten of dokumenten, in het perceel laten, waar zij aangetroffen werden.

(8) Ingeval de schuldenaar zich niet alzo, tezamen met een genoegzame borg, verbindt om de goederen voormeld te produceren—

(*a*) dan moet de bode ze òf elders op een geriefelik gelegen plek in veiligheid stellen òf, waar het geldt vee of andere niet gemakkelik verplaatsbare goederen, dezelve op het perceel onder het toezicht en de bewaring laten van iemand van zijnentwege tot de dag bepaald voor de verkoop daarvan;

(*b*) waar de bode door de vonnis-schuldeiser gelast is de in beslag genomen goederen te verwijderen, moet zulks geschieden binnen 48 uur na de in beslaglegging; inmiddels moet hij dezelve laten onder het tezicht of de bewaring van iemand van zijnentwege;

(*c*) zodanige bewaarder mag de in beslag genomen goederen niet gebruiken, verhuren of uitlenen of laten gebruiken, verhuren of uitlenen noch iets verrichten waardoor hun waarde verminderd zou worden; indien de goederen voormeld enige winst voortgebracht of vermeerdering ondergaan hebben, is de bewaarder voor zodanige winst of vermeerdering op gelijke wijze aansprakelik als voor de oorspronkelik in beslag genomen goederen;

(*d*) indien de bewaarder nalatig is in de vervulling van zijn plicht, verbeurt hij zijn recht op beloning voor zijn toezicht en bewaring.

(9) Losse goederen, die ter uitvoering van een lastbrief tot eksekutie van voormeld hof in beslag genomen zijn, moeten door de bode in 't openbaar tegen kontant aan de hoogste bieder worden verkocht, op of zo na mogelik bij de plek waar ze in beslag genomen werden of waarheen ze als voormeld gebracht zijn als voor hun verkoop voordelig mocht blijken. Hij moet de verkoop in een plaatselik of ander nieuwsblad dat in omloop is in het distrikt bekendmaken en ten minste zeven dagen vóór de vastgestelde dag van verkoop een kennisgeving van de te houden verkoping, met opgave van de dag en plaats daarvan, aanplakken op de deur van het gerechtsgebouw of aan een ander openbaar gebouw in de plaats waar het hof zitting houdt en tevens op of nabij de plek waar de verkoping gehouden zal worden: Met dien verstande dat het niet nodig zal zijn om kennisgeving van de verkoop in een nieuwsblad bekend te maken wanneer naar de mening van de bode de waarde van de in beslag genomen goederen honderd pond niet te boven gaat.

(10) De dag van verkoop zal niet minder dan twee weken na de dag van inbeslagneming gesteld zijn; met dien verstande dat, waar de in beslag genomen goederen van bederfelike aard zijn of met verlof van de eksekutie-schuldenaar, het hof op applikatie daartoe een of beide in deze regel genoemde tijdvakken in zodanige mate en op zulke voorwaarden kan inkorten als het goedvindt.

(11) De verkoop in eksekutie wordt gestaakt zodra een genoegzaam bedrag verkregen is om de lastbrief en onkosten van verkoop te dekken.

6. (1) Waar eksekutoriaal beslag gelegd is op een huurkontrakt, een wiselbrief, promesse, akte van verband of andere sekuriteit voor de betaling van geld—

(*a*) is de beslaglegging niet voltooid vóórdat aan de verhuurder, de huurder of persoon, die uit de wisselbrief of andere sekuriteit respektievelik verbonden is, kennis gegeven is; en

(*b*) is de beslaglegging van onwaarde, tenzij en totdat de betrokken akte door de bode in bezit genomen en, in geval van een geregistreerd huurkontrakt, aan de Registrateur van Akten kennis gegeven is.

(2) Where the movable property sought to be attached is the interest of the execution debtor in property pledged or sold under a suspensive condition to a third person—

(*a*) attachment shall be effected by service by the messenger on the execution debtor and on such third person of notice of the attachment with a copy of the warrant of execution, which service may be effected as if such notice were a summons;

(*b*) the messenger may, upon exhibiting the original of such warrant of execution to the pledgee or purchaser, enter upon the premises where such property is and make an inventory and valuation of the said property.

7. The method of attachment of property attached under section *thirty-two* of the Proclamation shall *mutatis mutandis* be the same as that of attachment in execution.

Against Immovable Property.

8. A warrant of execution against immovable property shall state the situation and nature of the immovable property sought to be attached sufficiently to enable it to be identified.

9. (*a*) The messenger shall not pay out the purchase money until transfer has been given to the purchaser. If transfer has not been so given within 14 days after the receipt by the messenger of any purchase money he shall pay the same into court.

(*b*) On production of evidence that transfer has been given to the purchaser the clerk of the court shall pay into court under subsection (*a*).

(*c*) Transfer having been given to the purchaser, the messenger shall pay the judgment creditor's claim including the costs and shall, subject to the provisions of section *fifty-two* of this Proclamation, hand over any balance there may be to the judgment debtor if he can be found, otherwise he shall pay such balance into court.

(*d*) The messenger shall, when endorsing on or annexing to the warrant the result of the execution required by Order 11. Rule 4, show also the disposal of the amount recovered by him, supported by the receipts of the judgment creditor and of the person entitled to the balance, if any.

10. (1) The messenger shall appoint a day and place for the sale of such property, such day being, except by special leave of the court, not less than one month after service of the notice of attachment; and he shall cause the sale to be advertised at least twice in the *Gazette* and in some local or other newspaper circulating in the district by an advertisement containing a short description of such property and its situation, the time and place for the holding of the sale, and the material conditions thereof.

(2) Any person alleging a claim ranking in priority to that of the execution creditor may apply to the court to set aside the execution at any time before registration of transfer to the purchaser, and the court may make such order upon the application as it thinks just.

(3) The conditions of sale shall be prepared and delivered by the execution creditor, but the execution debtor may bring them before the magistrate to be settled by him on application made not more than four days after a copy of such conditions shall have been delivered.

(4) The execution creditor may appoint the conveyancer for the purposes of sale and transfer.

(5) (*a*) The execution creditor or any person having an interest in the due and proper realization of such property may, by notice given to the messenger within fourteen days after attachment, but subject to the provisions herein after contained, require that such property shall be sold by an auctioneer in the ordinary course of business; and may in such notice nominate the auctioneer to be employed.

(*b*) Where such notice is given by any person other than the execution creditor, such notice shall be accompanied by the deposit of a sum sufficient to cover the additional expense of a sale by an auctioneer in the ordinary course of business, and in default of such a deposit such notice shall be void, and such notice shall lapse if in fact the services of an auctioneer are not obtainable. If after satisfying the execution creditor there are surplus proceeds of such property, such deposit shall be returned to the depositor, but if there is not such a surplus such deposit shall, as far as may be necessary, be applied in payment of the auctioneer's fees and expenses.

(*c*) If two or more such notices are given, the first shall have the preference.

(6) The sale shall be by public auction, without reserve, and the property shall, subject to the conditions of sale, be knocked down to the highest bidder.

(7) The sale shall be held in front of the court-house of the district and in the presence of a magistrate, additional magistrate, or assistant magistrate, or such person as the magistrate may appoint whose certificate that such sale was duly and properly conducted and of the name of the execution debtor and of the purchaser and of the amount of the purchase price shall be conclusive evidence thereof, provided that when the sale is in execution of a judgment of a periodical court, the magistrate may authorize that the sale be held before that court-house in the presence of such person as he may appoint.

(8) The mesenger may and shall upon such certificate give transfer to the purchaser upon payment by the purchaser of the purchase money and upon performance of the conditions of sale, and may for that purpose do anything necessary to effect registration of transfer, and anything so done by him shall be as valid and effectual as if he were the owner of the property.

(9) The messenger shall not pay out the purchase money until transfer has been given to the purchaser. If transfer has not been so given within fourteen days after the receipt by the messenger of any purchase money, he shall pay the same into court. Any money so paid into court shall be paid out to the messenger by the clerk of the court upon production of evidence that transfer has been given to the purchaser.

(2) Waar het in beslag te nemen losgoed bestaat in het belang, dat de eksekutie-skuldenaar heeft in goederen, die aan een derde verpand of onder een opschortende voorwaarde verkocht zijn—

(*a*) geschiedt de beslaglegging door diening door de bode op de eksekutie-skuldenaar en op de derde persoon van een kennisgeving van de beslaglegging met een afschrift van de lastbrief tot eksekutie. Deze diening kan geschieden alsof zodanige kennisgeving een dagvaarding was; en

(*b*) kan de bode, op vertoon van de oorspronkelike lastbrief van eksekutie aan de pandnemer of koper, het perceel binnengaan waar de losse goederen zijn en een inventaris en waardering daarvan maken.

7. De beslaglegging op goederen onder artikel *twee en dertig* van de Proklamatie geschiedt *mutatis mutandis* op dezelfde wijze als een eksekutoriaal beslag.

Op vastgoed.

8. De lastbrief tot eksekutie op vastgoed moet de ligging en de aard van het in beslag te nemen vastgoed genoegzaam aanduiden om het te kunnen herkennen.

9. (*a*) De bode betaald de koopsom niet uit, totdat transport aan de koper gegeven is. Indien transport niet alzo binnen 14 dagen geschiedt na ontvangst van de koopsom door de bode, wordt de koopsom door hem in het hof gestort.

(*b*) Bij overlegging van bewijs dat transport aan de koper gegeven werd, zal de klerk van het hof onder subartikel (*a*) bij het hof inbetalen.

(*c*) Is transport aan de koper geschiedt, dan betaalt de bode de eis van de eksekutie-skuldeiser insluitende kosten en, met inachtneming van de bepalingen van artikel *twee en vijftig* van deze Proklamatie, overhandigt hij enige bestaande balans aan de eksekutie-skuldenaar, zo hij te vinden is; zo niet dan stort hij de balans in het hof.

(*d*) Wanneer de bode de opbrengst van de eksekutie, bij Order II, Regel 4, vereist, op het bevelschrift endosseert of daaraan hecht, zal hij ook aantonen hoe hij over het door hem verkregen bedrag beschikt heeft, gestaafd door ontvangstbewijzen van de eksekutie-skuldeiser en van de persoon tot de balans gerechtigd, indien daar een balans is.

10. (1) De bode bepaalt een dag en plaats voor de verkoop van het vastgoed, zullende zodanige dag, buiten speciaal verlof van 't hof, niet vroeger dan een maand na de diening van de kennisgoving van beslaglegging gesteld mogen worden. Hij moet de verkoop ten minste tweemaal in de *Staatskoerant* en in een plaatselik of ander nieuwsblad dat in omloop is in het distrikt doen aankondigen bij advertentie houdende een korte beschrijving van het vastgoed en de ligging daarvan, de tijd en plaats van verkoop en de voornaamste verkoopvoorwaarden.

(2) Ieder die beweert een vordering te hebben, welke voorrang heeft boven die van de eksekutie-skuldeiser, kan te eniger tijd voór de registratie van transport aan de koper het hof verzoeken om de eksekutie ter zijde te zetten, zullende het hof zodanige order kunnen maken op het verzoek als het billik oordeelt.

(3) De verkoopvoorwaarden worden door de eksekutie-skuldeiser bepaald en gediend; de eksekutie-skuldenaar is echter gerechtigd ze door de magistraat te doen vaststellen op applikatie gemaakt niet later dan vier dagen nadat een afschrift van de verkoopvoorwaarden gediend is.

(4) De eksekutie-skuldeiser is gerechtigd de transportuitmaker aan te stellen ten behoeve van de verkoop en het transport.

(5) (*a*) De eksekutie-skuldeiser alsmede ieder die belang heeft in de behoorlike tegeldemaking van het vastgoed, kan bij kennisgeving binnen veertien dagen na de beslaglegging aan de bode gedaan, doch met inachtneming van de hiernavolgende voorschriften, vorderen dat het vastgoed door een publieke afslager in de gewone loop van bezigheid worde verkocht. Hij is gerechtigd in zodanige kennisgeving de afslager aan te wijzen.

(*b*) Waar zodanige kennisgeving gedaan wordt door een ander dan de eksekutie-skuldeiser, moet dezelve vergezeld gaan van een genoegzame som tot dekking van de meerdere onkosten van een verkoop door een afslager in de gewone loop van bezigheid. Bij gebreke van zodanige som is de kennisgeving van onwaarde, zullende de kennisgeving tevens vervallen, indien de diensten van een afslager feitelik niet verkrijgbaar zijn. Is er na voldoening van de eksekutie-skuldeiser een overschot van de opbrengst van verkoop, dan wordt de gestorte som aan de rechthebbende terugbetaald; is er geen overschot, dan wordt de gestorte som, voor zoveel nodig, aangewend tot betaling van de afslagersfooien en onkosten.

(*c*) Van twee of meer zodanige kennisgevingen gedaan heeft de eerste de voorkeur.

(6) De verkoop geschiedt bij openbare veiling zonder voorbehoud, zullende het vastgoed, onderworpen aan de verkoopvoorwaarden, worden toegeslagen aan de hoogste bieder.

(7) De verkoop wordt gehouden vóór het gerechtsgebouw van het distrikt in tegenwoordigheid van een magistraat, additionele magistraat of assistent magistraat of zodanige persoon als de magistraat mag aanstellen, wiens certifikaat dat de verkoop behoorlik gehouden werd en bevattende de naam van de eksekutie-skuldenaar en van de koper alsmede het bedrag van de koopsom, voldingend bewijs daarvan oplevert op voorwaarde dat, indien de verkoop geschiedt in eksekutie van een vonnis van een periodiek hof, de magistraat kan gelasten dat de verkoop zal geschieden voor dat gerechtshof in aanwezigheid van zodanig persoon als hij mag aanstellen.

(8) De bode is gerechtigd en gehouden op grond van dat certifikaat aan de koper transport te geven tegen betaling door de koper van de koopsom bij het nakomen van de verkoop voorwaarden. Hij kan tot dat einde alle voor het bewerkstelligen van de registratie van het transport vereiste handelingen verrichten zullende hetgeen door hem alzo verricht is even geldig zijn als ware het door de eigenaar van het vastgoed verricht.

(9) De koopsom wordt niet door de bode uitbetaald voor en aleer transport aan de koper verleend is. Indien binnen veertien dagen na de ontvangst van de koopsom door de bode, transport niet alzo is verleend, betaalt hij dezelve aan het hof. Enig geld alzo aan het hof betaald wordt door de klerk van het hof aan de bode uitbetaald op vertoning van bewijs dat transport aan de koper verleend is.

Order No. XXV.

INTERPLEADER.

1. (1) Relief by way of interpleader may be granted where the person seeking relief (in this rule called the applicant) is under any liability for any debt, money, or movable property, for or in respect of which he is or expects to be sued by two or more parties (in this rule called "the claimants") making adverse claims thereto.

(2) An applicant must satisfy the court by affidavit—

(*a*) that he claims no interest in the subject matter in dispute other than for charges or costs; and

(*b*) that he does not collude with any of the claimants; and

(*c*) that he is willing to pay or transfer the subject matter into court or dispose of it as the court may direct.

(3) The applicant may take out a summons calling upon the claimants to appear and state the nature and particulars of their claims, and either to maintain or relinquish them.

(4) If a claimant does not appear in pursuance of the summons or having appeared neglects or refuses to comply with any order made after his appearance, the court may make an order declaring him and all persons thereafter claiming under him barred against the applicant; but the order shall not affect the rights of the claimants between themselves.

(5) If one or more claimants appear in pursuance of the summons, the court may—

(*a*) order any such claimant to state, orally or in writing, on oath or otherwise, as to the court may seem expedient, the nature and particulars of his claim;

(*b*) order that the matters in issue shall be tried on a day to be appointed for that purpose;

(*c*) order which of the claimants shall be plaintiff and which defendant for the purpose of trial; or

(*d*) try the matters in dispute in a summary manner.

2. (1) If any property taken in execution is claimed by any person other than the execution debtor, and the execution creditor has not admitted the claim, such person may within ten days of the last day allowed for such admission take out a summons from the court of the district in which the property has been attached, calling upon such creditor to show cause why such property shall not be declared to be unexecutable for the said judgment.

(2) Upon the hearing of the application the provisions of clauses (4) and (5), rule 1 of this Order, shall *mutatis mutandis* apply, the person taking out the summons being for this purpose considered to be the claimant.

(3) If when the claim has not been admitted, the claimant shall not take out a summons within the time prescribed, execution shall proceed.

3. Where the matters in issue are tried, whether summarily or otherwise, the provisions of Order XVII as to the trial of an action shall *mutatis mutandis* apply.

4. The court may, in and for the purpose of any interpleader proceedings, make all such orders as to any additional expenses of execution occasioned by the claim as may be just.

Order No. XXVI.

CIVIL IMPRISONMENT.

1. The process of the court for summoning any person for civil imprisonment shall be signed and issued by the clerk of the court and shall be signed by the party suing out the same. When the judgment or order in respect of which proceedings for civil imprisonment are taken was given in any other court, the clerk of the court shall not issue the process until there shall be lodged with him a copy of the judgment or order in such other court duly certified by the clerk of such court.

2. The warrant of the court for the civil imprisonment of any person shall be signed and issued by the clerk of the court, and shall be addressed to the messenger of the court and to the keeper of a specified prison or gaol.

3. Where an order is made for civil imprisonment to be suspended so long as certain instalments are paid, the clerk of the court may before issuing a warrant of civil imprisonment require the party applying therefor to satisfy him that the debtor has failed in due payment of any such instalment.

4. Where there are two or more orders of civil imprisonment against the same debtor, such orders shall be cumulative with effect according to priority of issue of the respective warrants, unless otherwise directed by the court.

5. A warrant for civil imprisonment may be executed at any hour on any day except Sunday, Christmas Day, Dingaan's Day, and Good Friday, and at any place except within the residence of the person to be imprisoned or the precincts thereof.

Order No. XXVII.

GARNISHEE ORDERS.

1. (1) Application for a garnishee order may be made *ex parte* supported by an affidavit setting forth—

(*a*) that the applicant has obtained judgment against the judgment debtor in a magistrate's court; unless the judgment was obtained in the court in which the application is made, a certified copy of such judgment shall be annexed to the affidavit;

(*b*) that such judgment is still unsatisfied, naming the amount still payable thereunder;

(*c*) that the garnishee resides, carries on business, or is employed within the district and is indebted to the judgment debtor, setting out the cause of the said debt, and whether or not it is for salary or wages and the amount of the debt or that such amount is not known to the deponent;

(*d*) that the debt is, at the time of the application, owing; and

(*e*) if the debt is in respect of salary or wages, that the judgment debtor will, after the execution of the order have a sufficient balance of income to maintain himself and those dependent upon him, giving details;

Order No. XXV.

TUSSENPLEITGEDING.

1. (1) Voorziening bij wijze van tussenpleit kan worden verleend waar de voorziening vragende persoon (in deze Regel genoemd de applikant) onder enige verplichting is ter zake van een skuldvordering, geld of losse goederen, deswege of ten aanzien waarvan hij gedagvaard is of verwacht gedagvaard te worden door twee of meer partijen (in deze Regel genoemd "de reklamanten"), die tegenstrijdige vorderingen daarop doen gelden.

(2) Een applikant moet bij skriftelike beëdigde verklaring ten genoegen van 't hof bewijzen—

(*a*) dat hij geen aanspraak maakt op enig recht tot de zaak in geskil behalve wat betreft voorskotten en kosten; en

(*b*) dat hij niet met een van de reklamanten samenspant; en

(*c*) dat hij bereid is de zaak in geskil gerechtelik in te betalen of in te leveren of ten aanzien daarvan te handelen, zoals het hof mocht bevelen.

(3) De applikant kan bij dagvaarding de reklamanten oproepen om te verskijnen en de aard en biezonderheden van hun vorderingen aan te tonen en dezelve òf vol te houden òf prijs te geven.

(4) Indien een reklamant niet op de dagvaarding verskijnt, of verskenen zijnde, verzuimt of weigert te voldoen aan enige order verleend na zijn verskijning, kan het hof bij een order zowel hem als zijn rechtsopvolgers van hun aanspraken tegen de applikant vervallen verklaren. Zodanige order maakt geen inbreuk op de rechten van de reklamanten onderling.

(5) Indien één of meer reklamanten op de dagvaarding verskijnen, kan het hof—

(*a*) bevelen dat de reklamant, mondeling of skriftelik, onder ede of anderszins, naar het hof wenselik acht, de aard en biezonderheden van zijn vordering uiteenzette;

(*b*) bevelen dat de geskilpunten verhoord zullen worden op een daarvoor bepaalde dag;

(*c*) bevelen wie van de reklamanten, ten behoeve van het verhoor van de zaak, eiser en wie verweerder zal zijn;

(*d*) de geskilpunten op summiere wijze verhoren.

2. (1) Indien enige goederen, genomen in eksekutie, geëist wordt door 'n ander persoon dan de eksekutie-skuldenaar, en de eksekutie-skuldeiser de eis niet toegelaten heeft, kan zodanig persoon binnen tien dagen van af de laatste dag toegestaan voor zodanige toelating een dagvaarding uitnemen van het hof van het distrikt waarin de goederen genomen is, zodanige skuldeisers oproepende om bewijs te leveren waarom zodanige goederen niet verklaard zal worden als onuitvoerbaar voor het genoemde vonnis.

(2) Bij het verhoren van de applikatie zullen de bepalingen van klausules (4) en (5), regel 1, van deze order *mutatis mutandis* van toepassing zijn, en de persoon die de dagvaarding uitneemt zal voor dit doel als de reklamant beskouwd worden.

(3) Als, wanneer de eis niet toegelaten is, de reklamant de dagvaarding niet uitneemt binnen de tijd voorgeskreven, zal de eksekutie voortgaan.

3. Voor het verhoor van de geskilpunten, hetzij dezelve summierlik of anderszins geskiedt, gelden *mutatis mutandis* de bepalingen van Order XVII betreffende het verhoor van akties.

4. Het hof kan, in en ten behoeve van een tussenpleitgeding, alle zulke orders maken betreffende verdere door de vordering veroorzaakte onkosten van eksekutie als billik mochten zijn.

Order No. XXVI.

GIJZELING.

1. De dagvaarding, waarbij iemand voor ingijzelingstelling opgeroepen wordt, moet door de klerk van 't hof worden getekend en uitgereikt. Zij wordt tevens ondertekend door de persoon, die dezelve uitneemt. Wanneer het vonnis of het bevelschrift in verband waarmede een proces voor ingijzelingstelling ingesteld wordt, in enig ander hof uitgereikt werd, zal de klerk van het hof de dagvaarding niet uitreiken tenzij eerst bij hem zal ingediend zijn een kopie van het vonnis of bevelschrift in zodanig ander hof, behoorlik door de klerk van zodanig hof gecertificeerd.

2. De lastbrief tot gijzeling moet door de klerk van 't hof worden getekend en uitgereikt. Zij wordt gericht aan de bode en tevens aan de bewaarder van een met name genoemde gevangenis of tronk.

3. Wanneer een order verleend wordt waarbij de ingijzelingstelling opgeschort wordt zolang zekere paaiementen betaald worden, kan de klerk van 't hof, alvorens een lastbrief tot gijzeling uit te reiken, vorderen dat de persoon, die de uitreiking aanvraagt, te zijnen genoegen bewijze, dat de skuldenaar de betaling van zulk een paaiement nagelaten heeft.

4. Wanneer er twee of meer orders voor ingijzelingstelling tegen dezelfde skuldenaar zijn, zijn zodanige orders kumulatief, hebbende een uitwerking naar gelang van de voorrang van uitreiking van de respektieve lastbrieven, tenzij anders door het hof bevolen.

5. De lastbrief tot gijzeling kan op elk uur van enige dag worden voltrokken behalve op Zondag, Kerstdag, Dingaans Dag en Goede Vrijdag en op enige plaats behalve in het woonhuis of het bijbehorende perceel van de te gijzelen persoon.

Order No. XXVII.

ORDER TOT SKULDBESLAG ONDER DERDEN.

1. (1) Applikatie voor een skuldbeslagorder kan worden gemaakt *ex parte* en moet gestaafd zijn door een skriftelike beëdigde verklaring houdende—

(*a*) dat de applikant tegen de vonnis-skuldenaar vonnis verkregen heeft in een magistraatshof; tenzij vonnis verkregen werd in het hof waarin applikatie gemaakt wordt, moet een gecertificeerd afskrift van 't vonnis aan de beëdigde verklaring worden gehecht;

(*b*) dat aan zodanig vonnis nog niet voldaan is, onder vermelding van het bedrag, dat nog daaronder verskuldigd is;

(*c*) dat de derde-skuldenaar binnen het distrikt woont, bezigheid drijft of in dienstbetrekking is en aan de vonnis-skuldenaar een vordering verskuldigd is onder vermelding van de skuldoorzaak en of de vordering al dan niet salaris of arbeidsloon betreft alsmede het bedrag van de vordering of dat zodanig bedrag aan de deponent niet bekend is.

(*d*) dat de vordering op het tijdstip van de applikatie opeisbaar is; en

(*e*) indien de vordering salaris of arbeidsloon betreft, dat de vonnis-skuldenaar, na tenuitvoerlegging van de order, genoegzame inkomsten heeft om zich en zijn aanhorigen te onderhouden, onder opgave van nadere biezonderheden.

(2) If attachment of future or accruing earnings is sought the affidavit shall comply with paragraphs (*a*), (*b*), and (*c*) of sub-rule (1) of this rule.

(3) If in open court the judgment debtor admits sufficient of the facts set out in sub-rules (1) and (2) of this rule to warrant an attachment being granted, such admissions shall be recorded and application for a garnishee order may be made orally without an affidavit.

(4) Upon such application the court may require such further evidence as it shall see fit.

2. (1) Upon such application the court may order the garnishee to pay to the messenger so much of the debt owing and accruing from him to the debtor as may be sufficient to satisfy the said judgment together with the costs of the garnishee proceedings (including the costs of service) or failing such payment to appear before the court on a day to be named in the said order and show cause why he should not pay such debt.

(2) The clerk of the court shall note upon the face of such order the day and hour at which it was made.

(3) Such order shall be served upon the garnishee and upon the judgment debtor, and shall operate as an attachment of the said debt in the hands of the garnishee.

(4) Every such order shall bear upon the face thereof the following note in bold type:—

> TO THE ABOVE-NAMED GARNISHEE—If the debt due by you to the above-named judgment debtor was not owing *both* at the day and hour above mentioned *and* at the time when this order was served upon you, you should appear at the court and prove the facts. If you do not appear, you may be compelled to pay the debt twice over.
>
> TO THE ABOVE-NAMED JUDGMENT DEBTOR—If the judgment against you has been satisfied, or is, for any reason, no longer operative against you, or if the debt is due to you for salary or wages and its attachment will not leave you a sufficient amount to enable you to maintain yourself and those dependent on you, you should appear at the court and prove the facts; but you cannot be heard on any other point.

3. (1) The judgment debtor may appear upon the return day and shall have a *locus standi* to oppose the confirmation of the order, but only upon the ground that the judgment had been satisfied otherwise than under the garnishee order, or was, for some other reason, not operative against him at the time when he received notice of the garnishee application, or that the debt sought to be attached is for salary or wages, and that its attachment will not leave him a sufficient amount to maintain himself and those dependent on him.

(2) If, upon the return day, the judgment debtor satisfies the court that the judgment was not so operative, the order shall be set aside; and all the subsequent rules of this Order shall be read subject to this provision.

(3) If it is shown to the court that the debt is due for salary or wages, and that its attachment, in whole or in part, will not leave the judgment debtor a sufficient amount to maintain himself and those dependent upon him, the order shall (subject to the provisions of sections *fifty-three* and *fifty-four* of the Proclamation) be set aside as to such amount, and shall only apply to the balance above such salary or wages; and all the subsequent rules of this Order shall be read subject to this provision.

4. If the garnishee shall pay any money to the messenger pursuant to the order of the court, the messenger shall retain the amount until the return day, and shall thereafter deal with it in accordance with the order made by the court.

5. (1) If the garnishee does not dispute that the debt is owing from him to the debtor or allege that he has a set off against the debtor or that the debt sought to be attached belongs to or is subject to a claim by some other person or if he shall not appear to show cause as is mentioned in rule 2 (1) of this Order the court may order execution to issue against the garnishee for so much of the debt as may be sufficient to satisfy the said judgment together with the costs of the garnishee proceedings; and the process for the execution of such order shall be as nearly as possible in accordance with the provisions of Order XXIV; provided that, if the order has been duly served upon the garnishee but not upon the judgment debtor, the court shall order the messenger to pay into court the proceeds of such execution to abide the further order of the court.

(2) In such event the judgment creditor may thereafter apply (if within six months of the return day upon delivery of notice to the judgment debtor and thereafter *ex parte*) for the payment out of court to him of such proceeds; and upon such application the court may make such order as shall be just.

6. (1) If the garnishee disputes his liability to pay the said debt or alleges that he has any other defence, set off, or counterclaim which would be available to him if he were sued for the said debt by the judgment debtor, the court may order the garnishee to state, orally or in writing, on oath or otherwise, as to the court may seem expedient, the particulars of the said debt and of his defence thereto, and may either hear and determine the matters in dispute in a summary way or may order—

(*a*) that the matters in issue shall be tried under the ordinary procedure of the court; and

(*b*) that, for the purpose of such trial, the judgment creditor shall be plaintiff and the garnishee defendant or vice versa.

(2) If the garnishee alleges that the said debt belongs to or is subject to a claim by some other person, the court may order such other person to appear and state the nature and particulars of his claim and either to maintain or relinquish it, and may deal with the matter as if the judgment creditor and such other person were claimants in interpleader under Order XXV.

(2) Wanneer de beslaglegging van toekomstige of opkomende verdiensten beoogd wordt, moet de beëdigde verklaring voldoen aan paragrafen (*a*), (*b*) en (*c*) van subregel (1) van deze regel.

(3) Wanneer de vonnis-schuldenaar ter terechtzitting een genoegzaam aantal van de feiten uiteengezet in subregels (1) en (2) van deze regel erkent om de verlening van een lastbrief tot beslaglegging te wettigen, wordt van de erkenning aantekening gedaan en de applikatie voor een schuldbeslagorder kan mondeling zonder een beëdigde verklaring geschieden.

(4) Het hof kan zodanige verdere getuigenis tot staving van de applikatie verlangen als het voegzaam oordeelt.

2. (1) Het hof kan, ingevolge zodanige applikatie, de derde-schuldenaar bevelen aan de bode een genoegzaam bedrag van de vordering door hem aan de vonnis-schuldenaar verschuldigd, te betalen om het vonnis voormeld en de kosten van de schuldbeslag-procedure (met inbegrip van de onkosten van diening) te voldoen of om, bij gebreke van zodanige betaling, op een in dat bevel genoemde dag voor het hof te verschijnen en redenen aan te voeren waarom hij de vordering niet zal voldoen.

(2) De klerk van 't hof moet op de voorzijde van dat bevel de dag en het uur aantekenen, waarop het verleend is.

(3) Het bevel voormeld wordt op de derde-schuldenaar en op de vonnis-schuldenaar gediend en werkt als een beslaglegging van de vordering voormeld in handen van de derde-schuldenaar.

(4) Zodanig bevel moet op de voorzijde voorzien zijn van de volgende kennisgeving in duidelik in het oogvallende drukletters:—

> AAN BOVENGENOEMDE DERDE-SCHULDENAAR.—Indien hetgeen door u aan bovengenoemde vonnis-schuldenaar verschuldigd is niet betaalbaar was *zowel* op bovengenoemde dag en uur *als* op het tijdstip waarop dit bevelschrift op u gediend werd, moet gij voor het hof verschijnen en de feiten bewijzen. Indien gij niet alzo verschijnt, kunt gij worden genoodzaakt om de schuld tweemaal te betalen.
>
> AAN BOVENGENOEMDE VONNIS-SCHULDENAAR.—Inlien het vonnis tegen u voldaan is of, om enige reden, niet meer tegen u van kracht is, of indien het aan u verschuldigde bestaat uit salaris of arbeidsloon en de inbeslagneming daarvan u zou laten zonder voldoende middelen om u en uw aanhorigen te onderhouden, moet gij voor het hof verschijnen en de feiten bewijzen; maar gij kunt niet op enig ander punt worden gehoord.

3. (1) De vonnis-schuldenaar kan ten dage dienende verschijnen en heeft een *locus standi* om zich tegen de bekrachtiging van de order te verzetten, doch slechts op grond dat het vonnis op andere wijze dan onder de schuldbeslagorder afgedaan werd of om enige andere reden niet tegen hem van kracht was op het tijdstip waarop hij kennis kreeg van de schuldbeslag-applikatie of dat de in beslag genomen vordering salaris en arbiedsloon betrof en dat de inbeslagneming daarvan hem zonder voldoende middelen zou laten om zichzelf en zijn aanhorigen te onderhouden.

(2) Wanneer, ten dage dienende, de vonnis-schuldenaar ten genoegen van 't hof bewijst dat het vonnis niet alzo van kracht was, wordt het bevelschrift te niet gedaan; zullende alle onderstaande regels van deze Order met inachtneming van deze bepaling worden gelezen.

(3) Wanneer aan 't hof aangetoond wordt dat de schuld salaris en arbeidsloon betreft, en dat de inbeslagneming daarvan, hetzij geheel of ten dele, aan de vonnis-schuldenaar geen voldoend bedrag zou laten om zichzelf en zijn aanhorigen te onderhouden, wordt het bevelschrift (met inachtneming van artikels *drie en vijftig* en *vier en vijftig* van de Proklamatie) voor dat bedrag te niet gedaan en slechts in stand gehouden ten aanzien van het saldo boven zodanig salaris- of loonbedrag; zullende alle onderstaande regels van deze Order met inachtneming van deze bepaling worden gelezen.

4. Geld door de derde-schuldenaar ingevolge het bevelschrift van 't hof aan de bode betaald, houdt deze onder zich tot de dag, waarop de zaak dient, zullende hij alsdan daarmede handelen overeenkomstig de order door het hof gemaakt.

5. (1) Indien de derde-schuldenaar niet betwist dat de door hem aan de vonnis-schuldenaar verschuldigde vordering opvorderbaar is of beweert dat hij een voor schuldvergelijking vatbare vordering tegen de vonnis-schuldenaar heeft, of dat de in beslag genomen vordering verschuldigd is aan een ander of onderhevig is aan een recht van een ander of indien hij niet verschijnt om redenen aan te tonen als vermeld in regel 2 (1) van deze Order, kan het hof bevelen dat onder de derde-schuldenaar beslag gelegd worde op een genoegzaam bedrag van de vordering om bedoeld vonnis met de kosten van de schuldbeslag-procedure te voldoen. Zodanige lastbrief wordt zo na mogelik overeenkomstig de voorschriften van Order XXIV ten uitvoer gelegd; met dien verstande dat, zo het bevel op de derde-schuldenaar maar niet op de vonnis-schuldenaar gediend is, het hof de bode zal gelasten om de opbrengst van zodanige tenuitvoerlegging gerechtelik in te betalen in afwachting van de nadere order van 't hof.

(2) In zodanig geval kan de vonnis-schuldeiser vervolgens applikatie maken (en wel binnen zes maanden na de dienende dag na inlevering van een kennisgeving aan de vonnis-schuldenaar en daarna *ex parte*) voor de gerechtelike uitbetaling aan hem van zodanige opbrengst; zullende het hof op de applikatie zodanige order verlenen als het voegzaam oordeelt.

6. (1) Indien de derde-schuldenaar zijn verplichting tot betaling van de vordering betwist of beweert enige andere verdediging, schuldvergelijking of tegenvordering te hebben, die hij zou kunnen inroepen, als hij door de vonnis-schuldenaar op de vordering gedagvaard was, kan het hof bevelen dat de derde-schuldenaar, mondeling of schriftelik, onder ede of anderszins, naar het hof voegzaam oordeelt, de biezonderheden van bedoelde vordering of zijn verdediging daartegen uiteenzette en kan de geschilpunten hetzij op summiere wijze horen en beslissen of bevelen—

(*a*) dat de geschilpunten volgens de gewone procedure van 't hof verhoord zullen worden; en

(*b*) dat, ten behoeve van zodanig verhoor, de vonnis-schuldeiser de eiser en de derde-schuldenaar de verweerder zal zijn of omgekeerd.

(2) Indien de derde-schuldenaar beweert dat bedoelde vordering verschuldigd is aan een ander of onderhevig is aan een recht van een ander, kan het hof zodanige persoon bevelen om te verschijnen en de aard en biezonderheden van zijn recht uiteen te zetten en dat recht òf vol te houden òf prijs te geven, zullende het hof in de zaak handelen alsof de vonnis-schuldeiser en bedoelde andere persoon reklamanten waren in een tussenpleitgeding onder Order XXV.

(3) If the judgment debtor alleges that the judgment has been satisfied or is for some other reason not operative against him rules 2, 3, and 4 of Order XXV shall apply to the subsequent proceedings in the matter as if the garnishee had taken out an interpleader summons under that Order and as if the judgment creditor and the judgment debtor were claimants within the meaning of that Order.

(4) After hearing the parties or such of them as shall appear, the court may—

(*a*) order execution to issue against the garnishee;

(*b*) declare the claims of any person to the debt attached to be barred;

(*c*) dismiss the application;

(*d*) make such other order as may be just.

Order No. XXVIII.

REVIEW OF JUDGMENTS AND ORDERS.

1. (1) Any party against whom a default judgment is given may, not later than one month after he has knowledge thereof, apply to the court to rescind or vary such judgment.

(2) Every such application shall set forth shortly the reasons why the applicant did not appear and the grounds of defence or objection to the original judgment.

(3) Save where leave has been given to defend as a pauper under Order V, no such application shall be set down for hearing until the applicant has paid into court, to abide the directions of the court, the amount of the costs awarded against him under such judgment, and also the sum of two pounds as security for the costs of the application.

(4) Unless the applicant proves to the contrary, it shall be presumed that he had knowledge of such judgment within two days after the date thereof.

2. (1) The court may on the hearing of any such application, unless it is proved that the applicant was in wilful default, review and rescind or vary the judgment in question, and may give such directions and extensions of time as may be necessary in regard to the further conduct of the action or application.

(2) The court may also make such order as may be just in regard to moneys paid into court by the applicant.

(3) If such application is dismissed, the default judgment shall become a final judgment.

3. The rules contained in this Order shall *mutatis mutandis* apply to any judgment which may, under section *thirty-six* of the Proclamation, be rescinded, varied, or corrected by the court.

4. (1) Any judgment of the court may, on the application of any person affected thereby who was not a party to the action or matter, made within seven days after he has knowledge thereof, be so reviewed and rescinded or varied by the court.

(2) The provisions of rules 1 and 2 of this Order shall *mutatis mutandis* apply to any such application.

Order No. XXIX.

APPEALS TO ALL COURTS.

1. (1) Upon a request in writing by any party within seven days after judgment and before noting appeal and upon payment by such party of a fee of ten shillings the judicial officer shall within seven days deliver to the clerk of the court a written judgment showing—

(*a*) the facts he found to be proved; and

(*b*) his reasons for judgment.

(2) Such written judgment shall become part of the record.

2. (1) An appeal may be noted within twenty-one days after the date of the judgment appealed against.

(2) An appeal shall be noted by the delivery of notice and by giving security for the respondent's costs of appeal to the amount of twenty pounds in the case of appeal to the Supreme Court, and five pounds in the case of appeal to the Native Appeal Court.

(3) A cross-appeal shall be noted by the delivery of notice within eight days after the delivery of the notice of appeal.

(4) A notice of appeal or of cross-appeal shall state—

(*a*) whether the whole or part only of the judgment or order is appealed against, and if part only then what part; and

(*b*) the grounds of appeal clearly and specifically.

(5) The noting of an appeal or cross-appeal and the date thereof shall be recorded in the "Remarks" column of the Civil Record Book.

3. (1) Upon the delivery of a notice of appeal the judicial officer shall within seven days deliver to the clerk of the court a statement in writing showing (so far as may be necessary having regard to any written judgment already delivered by him):—

(*a*) the facts he found to be proved;

(*b*) the grounds upon which he arrived at any finding of fact specified in the notice of appeal as appealed against; and

(*c*) his reasons for any ruling of law or for the admission or rejection of any evidence so specified as appealed against.

(2) Such statement shall become part of the record.

(3) The provisions of this rule shall also, so far as may be necessary, apply to a cross appeal.

4. The party noting appeal or cross-appeal shall prosecute the same:—

(*a*) In the case of the Native Appeal Court at its next session for hearing appeals from the district, subject to the provisions of Rule 12 of this order; and

(*b*) in the case of the Supreme Court within such time as may be prescribed by rule of the court of appeal,

and, in default of such prosecution, the appeal or cross-appeal shall be deemed to have lapsed, unless the court of appeal shall see fit to make an order to the contrary.

(3) Indien de vonnis-schuldenaar beweert dat aan het vonnis voldaan of dat het om andere redenen niet van kracht is tegen hem dan zijn regels 2, 3 en 4 van Order XXV van toepassing op de verdere verrichtingen in de zaak, alsof de derde-schuldenaar een tussenpleit-dagvaarding onder genoemde Order uitgenomen had en alsof de vonnis-schuldeiser en de vonnis-schuldenaar reklamanten waren in de zin van voormelde Order.

(4) Na de partijen, voorzover zij verschenen zijn, gehoord te hebben, kan het hof—

(*a*) bevelen dat beslag onder de derde-schuldenaar gelegd worde;

(*b*) de aanspraak van enige persoon op de vordering vervallen verklaren;

(*c*) de applikatie afwijzen;

(*d*) zodanige andere order verlenen als het voegzaam oordeelt.

Order No. XXVIII.

HERZIENING VAN VONNISSEN EN ORDERS.

1. (1) Ieder tegen wie vonnis bij verstek verleend is, kan niet later dan een maand nadat hij daarvan kennis draagt, bij het hof de tenietdoening of wijziging van het vonnis verzoeken.

(2) De applikatie daartoe moet kortelik de redenen vermelden waarom de applikant niet verschenen is en de gronden van verdediging of objektie tegen het oorspronkelik vonnis.

(3) Uitgezonderd het geval waar verlof verleend is om als behoeftige onder Order V zich te verdedigen, kan geen zodanige applikatie voor verhoor op de rol worden geplaatst, tenzij applikant de kosten, waarin hij bij het vonnis veroordeeld is, hangende de voorschriften van 't hof, gerechtelik inbetaald heeft, tezamen met de som van £2 als zekerheidstelling voor de kosten van de applikatie.

(4) De applikant wordt, behoudens tegenbewijs, vermoed kennis te dragen van het vonnis binnen twee dagen na de datum daarvan.

2. (1) Bij de behandeling van de applikatie kan het hof, zo niet bewezen wordt dat de applikant opzettelik in verzuim was, het betrokken vonnis herzien en te niet doen of wijzigen en zodanige voorschriften en uitstellen geven als voor de verdere behandeling van de aktie of applikatie nodig mochten zijn.

(2) Het hof kan tevens ten aanzien van de gerechtelik inbetaalde gelden zodanige order maken als het voegzaam oordeelt.

(3) Wordt de applikatie van de hand gewezen, dan verkrijgt het verstekvonnis de kracht van een eindvonnis.

3. De regels vervat in deze Order zijn *mutatis mutandis* van toepassing op vonnissen, die ingevolge artikel *zes en dertig* van de Proklamatie door het hof tenietgedaan, gewijzigd of verbeterd mogen worden.

4. (1) Elk vonnis van 't hof kan, op applikatie door iemand daardoor getroffen, die niet partij was bij de aktie of zaak, gemaakt binnen zeven dagen nadat hij kennis daarvan draagt, door het hof worden herzien, tenietgedaan of gewijzigd.

(2) De voorschriften van regels 1 en 2 van deze Order zijn *mutatis mutandis* van toepassing op zodanige applikatie.

Order No. XXIX.

APPEL NAAR ALLE HOVEN.

1. Op schriftelik verzoek van een partij, gedaan binnen zeven dagen na het wijzen van vonnis en vóórdat appel aangetekend wordt alsmede tegen betaling door zodanige partij van een fooi van 10s., moet de rechterlike ambtenaar binnen zeven dagen aan de klerk van 't hof een schriftelik vonnis doen toekomen, houdende—

(*a*) de feiten door hem bewezen gevonden; en

(*b*) de gronden van het vonnis.

(2) Het schriftelik vonnis maakt deel uit van de stukken van 't geding.

2. (1) Appèl kan worden aangetekend binnen 21 dagen na de datum van 't vonnis, waarvan in appèl wordt gekomen.

(2) Het appèl geschiedt door inlevering van een kennisgeving en door het stellen van zekerheid voor respondents kosten van appèl tot het bedrag van twintig pond in het geval van appèl naar 't Hooggerechtshof en vijf pond in het geval van appèl naar het Naturelle Appèlhof.

(3) Tegenappèl kan worden aangetekend door inlevering van een kennisgeving binnen acht dagen na de inlevering van de kennisgeving van appèl.

(4) De kennisgeving van appèl of tegenappèl moet inhouden—

(*a*) of tegen het gehele vonnis of slechts tegen een gedeelte daarvan (onder opgaaf van het betrokken gedeelte) geappelleerd wordt; en

(*b*) de gronden van appèl duidelik en in biezonderheden.

(5) De aantekening van appèl of tegenappèl en de datum daarvan worden geboekt in de "Opmerkingen" kolom van het Civiele Aantekening Boek.

3. (1) Ingeval van inlevering van een kennisgeving van appèl moet de rechterlike ambtenaar binnen zeven dagen aan de klerk van 't hof een schriftelike opgaaf doen toekomen, houdende (voorzover zulks nodig is met het oog op enig schriftelik vonnis reeds door hem ingeleverd)—

(*a*) de feiten, door hem bewezen gevonden;

(*b*) de gronden waarop hij tot een feitelike bevinding kwam, waartegen blijkens de kennisgeving van appèl bepaaldelik in beroep gekomen wordt;

(*c*) zijn gronden voor enige beslissing van een rechtspunt of voor de toelating of verwerping van enige getuigenis, waartegen alzo bepaaldelik in beroep gekomen wordt.

(2) De opgaaf voormeld maakt deel uit van de stukken van 't geding.

(3) De bepalingen van deze regel zijn, voorzover nodig, van toepassing op een tegenappèl.

4. De partij, die appèl of tegenappèl aantekent, moet het appèl vervolgen—

(*a*) in het geval van het Naturelle Appèlhof bij de volgende zitting daarvan voor het verhoren van appèlzaken uit het distrikt, onderworpen aan de bepalingen van Regel 12, van deze order;

(*b*) En in het geval van het Hooggerechtshof binnen zodanige tijd als bij regels van 't Hof van Appèl voorgeschreven mocht zijn. Bij gebreke van zodanige vervolging, wordt het appèl of tegenappèl geacht te zijn vervallen, tenzij het Hof van Appèl anders mocht bevelen.

5. (1) Within seven days of receiving notice of appeal to the Native Appeal Court, or of notice of setting down for hearing in the Supreme Court, the clerk of the court shall transmit the record in the action, duly certified, to the clerk of the appeal court or the proper registrar, as the case may be.

(2) Records shall not be sent on His Majesty's Service, but the appellant shall prepay the cost of double registered postage, and in forwarding the record the clerk of the court shall enclose stamps for the return post.

6. (1) A respondent desiring to abandon the whole or any part of a judgment appealed against may do so by the delivery of a notice in writing stating whether he abandons the whole or if part only what part of such judgment.

(2) Every such notice of abandonment and the dates thereof shall be duly recorded in the "Remarks" column of the Civil Record Book and shall become part of the record.

7. Where the parties agree, under section *seventy-nine* of the Proclamation, that the decision of the court shall be final, either party may lodge the memorandum of such agreement with the clerk of the court, and such memorandum shall thereupon become part of the record in the action or matter, and shall be recorded in the "Remarks" column of the Civil Record Book.

8. Whenever any judgment is affirmed, reversed, or varied on appeal or review, that fact and the date of the decision shall be recorded in the "Remarks" column of the Civil Record Book.

APPEALS TO NATIVE APPEAL COURT.

9. Upon an appeal being noted, the clerk of the court shall, in addition to the requirements of Rule No. 5 of this Order—

(1) immediately notify the clerk of the appeal court;
(2) inquire from the appellant and respondent whether either wishes a copy of the record supplied to him at the prescribed fee;
(3) inform the clerk of the appeal court of the result of his inquiry.
(4) require the appellant or his legal adviser to state at what place and in what manner, whether by formal process of court or by written notice from the clerk of the court, he will accept notice of hearing. The respondent or his legal adviser shall likewise be asked if he will accept notice of hearing from the clerk of the court without formal process of court. In the event of no informal notice of hearing being arranged, the appellant shall be required to deposit with the clerk of the court such sum of money as is sufficient to cover the costs of service of formal notice.

10. Where the appellant, unrepresented by legal practitioner, withdraws the noting of an appeal, the clerk of the court shall immediately inform the respondent or his legal representative.

11. (1) The Native Appeal Court shall hold its ordinary sessions on dates fixed by the Chief Magistrate:—

(*a*) At Butterworth and Umtata in the months of March, July, and November.
(*b*) At Lusikisiki and Kokstad in the months of April, August, and December.

(2) The ordinary sessions shall be for hearing of appeals:—

(*a*) At Butterworth, from the districts of Butterworth, Idutywa, Kentani, Nqamakwe, Tsomo, and Willowvale.
(*b*) At Umtata, from the districts of Elliot, Elliotdale, Engcobo, Mqanduli, St. Marks, Umtata, Xalanga, Tsolo, and Qumbu.
(*c*) At Lusikisiki from the districts of Bizana, Flagstaff, Lusikisiki, Tabankulu, Libode, Ngqeleni, and Port St. Johns.
(*d*) At Kokstad, from the districts of Maclear, Matatiele, Mount Ayliff, Mount Currie, Mount Fletcher, Mount Frere, and Umzimkulu.

(3) The Chief Magistrate may convene special sessions of the court at such times and places and for the hearing of appeals from such districts as he may deem necessary.

(4) (*a*) Notice shall be given under the hand of the Chief Magistrate of not less than twenty-one days in the case of an ordinary session of the court, and ten days in the case of a special session.

(*b*) A copy of such notice shall be transmitted to the magistrate of each court affected thereby.

(*c*) Upon receipt of such notice the clerk of the court shall immediately—

(i) post a copy of the notice on the court notice-board;
(ii) issue the notice of hearing referred to under Rule 9 (4) hereof. A like notice shall be issued at the time of all subsequent noting of appeals for hearing at the ensuing session.

(*d*) The clerk of the court shall transmit to the clerk of the Native Appeal Court a signed copy of each notification made under clause (ii) of the last preceding sub-section.

12. Save by special leave of the Chief Magistrate, no appeal of which notice is given less than twenty-eight days before a session shall be heard thereat.

13. In the hearing of an appeal the parties shall be limited to the grounds stated in the notice of appeal, except where the appellant is represented neither in the magistrate's nor the Native Appeal Court.

14. The court may reserve judgment, and the president may deliver the same either at a later stage of the session at which the appeal is heard, or at any later date and at some other place fixed by the president.

15. (1) In any case where security in terms of rule 2 (2) of this order is deposited in cash with the clerk of the court, he shall forthwith pay the same to the receiver of revenue, obtaining a receipt therefor.

(2) In the case of appeals to the Native Appeal Court, after the disposal of the appeal the deposit shall be paid—

(*a*) to the appellant on production of the original judgment of the Appeal Court in his favour;

5. (1) Binnen zeven dagen na de ontvangst van de kennisgeving van appèl naar het Naturelle Appèlhof of van de kennisgeving dat 'n appel voor verhoor in het Hooggerechtshof op de rol geplaatst is, moet de klerk van 't hof aan de klerk van 't hof van appèl of de behoorlike griffier, naar het geval mocht zijn, de stukken van het geding, behoorlik gewaarmerkt, doen toekomen.

(2) Stukken worden niet in Zijn Majesteits Dienst verzonden doch de appellant betaalt de kosten vooruit van 'n dubbele geregistreerde brief en bij het verzenden van de stukken moet de klerk van het hof zegels voor het terugzenden per post, insluiten.

6. (1) Een respondent, die van het geheel of van een gedeelte van het geappelleerd vonnis wenst afstand te doen, kan zulks doen door inlevering van een schriftelike kennisgeving, houdende de verklaring dat hij van het vonnis geheel of ten dele, onder opgaaf van het betrokken gedeelte, afstand doet.

(2) Zodanige kennisgeving van afstand, alsmede de datum daarvan, worden geboekt in de "Opmerkingen" kolom van het Civiele Aantekening Boek en in het Hoofd Registratiekantoor voor Vonnissen en maakt deel uit van de stukken van 't geding.

7. Wanneer de partijen onder artikel *negen en zeventig* van de Proklamatie overeenkomen dat de beslissing van 't hof de kracht van een eindvonnis zal hebben, kan elke partij de akte van zodanige overeenkomst bij de klerk van 't hof indienen, zullende dezelve deel uitmaken van de stukken van 't geding en worden geboekt in de "Opmerkingen" kolom van het Civiele Aantekening Boek.

8. Wanneer een vonnis in appèl of in herziening bekrachtigd, tenietgedaan of gewijzigd wordt, moet dat feit en de datum van de beslissing worden geboekt in de "Opmerkingen" kolom van het Civiele Aantekening Boek.

APPELZAKEN NAAR NATURELLEHOVEN VAN APPEL.

9. Bij het aantekenen van 'n appèl zal de klerk van 't hof, benevens de vereisten van Regel 5 van deze Order—

(1) onmiddellik de klerk van 't hof van appèl in kennis stellen;
(2) uitvinden van de appellant en de respondent of een van hun 'n afschrift verlangt van de aantekeningen hem verschaft tegen het voorgeschreven bedrag;
(3) de klerk van het hof van appèl in kennis stellen omtrent zijn onderzoek;
(4) van de appellant of zijn wetsadviseur eisen dat hij verklaren zal op welke plaats en wijze hij bereid is kennisgeving van verhoor te ontvangen, hetzij door een formele lastbrief van het hof, of door schriftelike kennisgeving van de klerk van het hof. Zo ook moet aan de respondent of zijn wetsadviseur gevraagd worden of hij kennisgeving van verhoor zal aannemen van de klerk van het hof zonder een formele lastbrief van het hof. Ingeval tot geen schikking van informele kennisgeving van verhoor wordt overeengekomen, zal van de appellant geëist worden bij de klerk van het hof een zodanige geldsom te storten die voldoende is tot dekking van de kosten van diening van een formele kennisgeving.

10. Wanneer de appellant, niet vertegenwoordigd door een rechtspraktizijn, het aantekenen van 'n appèl terugtrekt, moet de klerk van het hof de respondent of zijn rechtsvertegenwoordiger daaromtrent onmiddellik in kennis stellen.

11. (1) Het Naturellehof van Appèl zal zijn gewone zittingen houden op de datums door de Hoofdmagistraat vastgesteld:—

(*a*) Te Butterworth en Umtata in de maanden Maart, Julie en November.
(*b*) Te Lusikisiki en Kokstad in de maanden April, Augustus en Desember.

(2) Gewone zittingen zijn voor het verhoren van appèlzaken:—

(*a*) Te Butterworth, uit de Distrikten Butterworth, Idutywa, Kentani, Nqamakwe, Tsomo en Willowvale.
(*b*) Te Umtata, uit de Distrikten Elliot, Elliotdale, Engcobo, Mqanduli, St. Marks, Umtata, Xalanga, Tsolo en Qumbu.
(*c*) Te Lusikisiki, uit de Distrikten Bizana, Flagstaff, Lusikisiki, Tabankulu, Libode, Ngqeleni en Port St. Johns.
(*d*) Te Kokstad, uit de Distrikten Maclear, Matatiele, Mt. Ayliff, Mt. Currie, Mt. Fletcher, Mt. Frere, en Umzimkulu.

(3) De Hoofdmagistraat kan speciale zittingen van 't Hof houden op zodanige tijden en plaatsen en voor het verhoren van appèlzaken uit zodanige distrikten als hij nodig mocht achten.

4. (*a*) Kennis wordt gegeven, onder de hand van de Hoofdmagistraat, van minstens een en twintig dagen in het geval van 'n gewone zitting van het hof en tien dagen in het geval van 'n speciale zitting.

(*b*) Een afschrift van zodanige kennisgeving wordt aan de Magistraat van elk betreffend hof verzonden.

(*c*) Bij ontvangst van zodanige kennisgeving zal de klerk van het hof onmiddellik—

(i) 'n afschrift van de kennisgeving op het aanplakbord oplakken;
(ii) kennisgeving van verhoor uitreiken, waarheen verwezen wordt onder Regel 9 (4) hiervan. Een dergelijke kennisgeving zal terzelfder tijd geschieden van alle volgende appèlzaken voor het verhoren bij de eerstvolgende zitting.

(*d*) De klerk van het hof zal aan de klerk van het Naturellehof van Appèl 'n waar afschrift doen toekomen van elke kennisgeving gemaakt krachtens klausule (ii) van het laatste voorafgaande onderartikel.

12. Behalve met speciaal verlof van de Hoofdmagistraat zal geen appèlzaak, waaromtrent kennis gegeven is minder dan 28 dagen vóór een zitting, daar in verhoor genomen worden.

13. Bij het verhoren van 'n appèlzaak zullen de partijen beperkt zijn op de gronden vermeld in de kennisgeving van appèl behalve waar de appellant noch in het magistraatshof noch in het Naturellehof van Appèl vertegenwoordigd wordt.

14. Het Hof kan 't vonnis voorbehouden en de president kan het òf op 'n later stadium van de zitting, waarbij de appèlzaak verhoord wordt, òf op 'n latere datum en op enig andere plaats bepaald door de president, geven.

15. (1) In enig geval waar zekerheidstelling in termen van regel 2 (2) van deze order in kontantgeld bij de klerk van het hof gestort wordt, zal hij het dadelik bij de ontvanger van inkomsten storten en daarvoor een kwitantie ontvangen.

(2) In het geval van appèls naar het Naturelle Appèlhof zal het gestorte geld, na beslissing van het appèl betaald worden—

(*a*) aan de appellant op vertoning van het originele vonnis van het Appèlhof ten gunste van hem;

(*b*) (i) to the respondent on production of the original judgment of the Appeal Court in his favour and of a bill of costs taxed by the proper officer, to the amount of such bill, not exceeding the amount of the deposit;
(ii) any excess of the deposit over the amount paid out under the foregoing sub-section shall be refunded to the appellant;
(*c*) if such appeal has been withdrawn, to the appellant less such costs as the respondent shall be allowed by the clerk of the court on taxation.

(3) In the case of appeals to any Division of the Supreme Court the rules governing such deposit in such division shall apply.

Order No. XXX.

ASSESSORS.

1. The number and names of the assessors to sit in any case shall be decided by consent of the parties, or where they are unable to agree or the court has acted on its own initiative, by the court; provided that not more than five assessors shall sit in any case.

2. (1) A party who desires the trial to take place with assessors shall deliver notice of application for assessors not more than three days after appearance to defend. Such notice shall contain either a consent by the other party or a notice setting down the application for hearing.

(2) The party applying shall, at the time of delivering the notice of application, deposit with the clerk of the court the sum of three guineas for each assessor applied for, and shall be liable for any further sum becoming due to the assessors for fees. The fees and expenses of the assessors shall, unless otherwise ordered by the court, be costs in the action.

3. (1) If the application be consented to or granted, the clerk of the court shall summon the assessors named in the consent or selected by the court by serving a summons upon each of them in any of the manners provided for the service of a summons commencing an action, or by letter according as may seem to him sufficient.

(2) If at the time and place appointed for the trial any of the assessors summoned do not attend, the court may either proceed to try the action with the assistance of the assessor or assessors, if any, who are in attendance or without assistance, if none attend, or may adjourn the trial.

4. (1) Where a trial is postponed or adjourned, the party applying for assessors shall, forthwith after the order for postponement or adjournment, pay to the clerk of the court [in addition to the deposit mentioned in rule 2 (2) of this order] the fees due to such assessors as have attended.

(2) Where such payment is not made the court may stay the action until it be made or may continue the trial without the assistance of assessors or may make such order as may be just.

5. (1) Nothing in rules 1 to 4 of this order shall apply to the Native Appeal Court, which may direct the attendance of assessors of its own motion.

(2) The cost incurred by the attendance of assessors at the Native Appeal Court shall be a charge against the public funds.

6. Every assessor acting in a case under the provisions of this order shall be entitled to the fees set out in Table D of the second Annexure to these rules.

Order No. XXXI.

COSTS AND MESSENGER'S FEES.

1. (1) The court in giving judgment or in making any order, including therein adjournment and amendment, may award costs as may be just.

(2) (*a*) The cost of any application or order or issue raised by the pleadings may be awarded by the court, irrespective of the judgment in the action, or may be made costs in the action, or may be reserved to be dealt with on the conclusion of the action; but if no order is made, such costs shall be costs in the action.
(*b*) Unless the court shall for good cause otherwise order, costs of interim orders shall not be taxed until the conclusion of the action, and a party may present only one bill for taxation up to and including the judgment or other conclusion of the action.

(3) Where a judgment or order for costs is made against two or more persons it shall, unless the contrary is stated, have effect against such persons severally as well as jointly.

2. (1) The scale of fees to be taken by attorneys as between party and party shall be that set out in Table A of the Second Annexure to these rules, in addition to necessary expenses.

(2) Such fees shall (save as to appearance in open court without counsel) be allowable whether the work has been done by the attorney or by his clerk, but shall be allowable only in so far as the work to which they have been allocated has in fact and necessarily been done.

(3) In awarding costs of an action, the court may, on request made at or immediately after the time of giving judgment, award costs on the higher scale in any defended action—

(*a*) involving any new or difficult question of law or difficult question of fact; or
(*b*) in which the plaintiff makes two or more claims, which are not alternative claims; or
(*c*) in which the claim or defence is in the opinion of the court frivolous or vexatious.

(4) Where an action is defended and it is impossible for a party to obtain the services of a local attorney, he may employ the nearest available attorney, and upon proof thereof the court may, if costs are awarded to him, order that such costs shall include the reasonable travelling expenses of such attorney and also a special allowance not exceeding five pounds for each day's absence from such attorney's usual place of business.

(*b*) (i) aan de respondent op vertoning van het originele vonnis van het Appèlhof ten gunste van hem zowel als van een kostenrekening door een rechterlike ambtenaar getakseerd tot het bedrag van zodanige rekening doch het bedrag van het gestorte geld niet te bovengaande;
(ii) een overschot van het gestorte geld, boven het onder het voorgaande subartikel uitbetaald bedrag, wordt aan de appellant terugbetaald;
(*c*) indien zodanig appèl teruggetrokken werd, dan aan de appellant min zodanige kosten als door de klerk van het hof bij taksatie aan de respondent toegekend wordt.

(3) In het geval van appèls naar enige Afdeling van het Hooggerechtshof, zullen de regels beherende zodanig deposito in zodanige afdeling van kracht, van toepassing zijn.

Order No. XXX.

ASSESSOREN.

1. Het getal en de namen van de assessoren, die in een zaak zitting zullen hebben, worden met onderling goedvinden van de partijen bepaald, of, in geval zij niet kunnen overeenkomen, door het hof; met dien verstande dat niet meer dan vijf assessoren in een zaak zullen zitten.

2. (1) Een partij die een zaak met behulp van assessoren behandeld wenst te hebben, moet een kennisgeving van applikatie voor assessoren inleveren, indien hij de eiser is, tezamen met de kennisgeving van verhoor, en indien hij de verweerder is, niet meer dan drie dagen na de ontvangst van de kennisgeving van verhoor. Deze kennisgeving moet òf een toestemming van de ander partij bevatten òf een kennisgeving waarbij de applikatie voor verhoor op de rol geplaatst wordt.

(2) De aanvragende partij moet bij inlevering van de kennisgeving van applikatie, in handen van de klerk van 't hof de som van drie guinjes voor elke aangevraagde assessor storten en is aansprakelik voor alle verdere fooien, waarop de assessoren recht mochten hebben. De fooien en uitgaven van de assessoren zullen, zo het hof niet anders bepaald, kosten in de zaak zijn.

3. (1) Wanneer in de applikatie toegestemd wordt of dezelve toegestaan wordt, roep de klerk van de hof de in de toestemming genoemde of door het hof gekozen assessoren op door een dagvaarding op elke van hen te dienen op de wijze voorzien voor de diening van een dagvaarding waarbij een aktie aangevangen wordt, of per brief naardat hij voldoende acht.

(2) Wanneer ten tijde en ter plaatse bepaald voor de terechtzitting een van de opgeroepen assessoren niet verschijnt, kan het hof de zaak met behulp van de verschenen assessor of assessoren behandelen, of indien geen assessor verschenen is, zonder zodanige hulp òf het kan de behandeling van de zaak verdagen.

4. (1) Wanneer de behandeling uitgesteld of verdaagd is, moet de partij die assessoren aangevraagd heeft, dadelik na de order voor uitstel of verdaging, aan de klerk van 't hof [benevens de som vermeld in regel 2 (2) van deze order] de fooien betalen, die aan de verschenen assessoren verschuldigd zijn.

(2) Geschiedt zodanige betaling niet, dan kan het hof de zaak schorsen, totdat de betaling gedaan is of kan met de behandeling van de zaak zonder behulp van de assessoren voortgaan of kan zodanige order maken als het voegzaam oordeelt.

5. (1) Niets in regels 1 tot 4 van deze order zal van toepassing zijn op het Naturelle Appèl Hof, dat ambtshalve assessoren oproepen kan.

(2) De gemaakte kosten in verband met de bijwoning door assessoren van het Naturelle Appèl Hof zullen op rekening van de publieke fondsen geboekt worden.

6. Elke assessor die in een zaak zitting neemt onder de bepalingen van deze order, is gerechtigd tot de fooien opgenoemd in Tabel D van het tweede aanhangsel tot deze regels.

Order No. XXXI.

KOSTEN EN BODELONEN.

1. (1) Het hof kan, bij het wijzen van vonnis of het maken van een order met inbegrip van verdaging en amendement, de kosten toewijzen, zoals het billik oordeelt.

(2) (*a*) De kosten van een applikatie of order of feit door de pleidooien voorgebracht, kunnen door het hof worden toegewezen afgezien van het vonnis in de zaak of kunnen kosten in de zaak worden verklaard of kunnen worden gereserveerd tot de zaak voldongen is. Wordt geen order omtrent kosten gemaakt dan zijn ze kosten in de zaak.
(*b*) Tenzij het hof, daartoe gronden vindende, anders beveelt, worden geen interim orders vóór afloop van de zaak getakseerd, zullende een partij slechts een enkele kosterekening voor taksatie mogen aanbieden tot en met het vonnis of ander uiteinde van de zaak.

(3) Waar twee of meer personen bij vonnis of order in de kosten verwezen zijn, is ieder van hen hoofdelik voor het geheel voor de kosten verbonden, tenzij het tegendeel bepaald is.

2. (1) Het tarief van fooien, door prokureurs als tussen partij en partij, boven en behalve de noodzakelike uitgaven, te worden berekend, is opgenomen in Tabel A van 't Tweede Aanhangsel tot deze wet.

(2) Deze fooien worden (behalve ten opzichte van verschijning ter terechtzitting zonder advokaat) toegestaan hetzij het werk verricht is door de prokureur zelf of door zijn klerk, maar wordt slechts toegestaan voorzover het werk, waarvoor zij in rekening worden gebracht, werkelik en noodzakelik verricht is.

(3) Bij toewijzing van de kosten van een aktie, kan het hof, op verzoek gedaan ten tijde of onmiddellik nadat vonnis gewezen is, kosten volgens het hoger tarief toewijzen in een verdedigde aktie—

(*a*) waarin een nieuwe of moeilike rechtsvraag of een moeilike feitelike vraag behandeld wordt; of
(*b*) waarin de eiser twee of meer vorderingen instelt, die geen alternatieve vorderingen zijn; of
(*c*) waarin de vordering of de verdediging naar het oordeel van 't hof beuzelachtig of vexatoor is.

(4) Kan in een verdedigde aktie een van de partijen de diensten van een prokureur niet verkrijgen, dan kan hij de naaste beschikbare prokureur aanstellen, zullende het hof op bewijs daarvan onder de kosten, zo die aan de betrokken partij toegewezen mochten worden, de redelike reiskosten van zulk een prokureur begrijpen alsmede een speciaal honorarium van hoogstens vijf pond voor elke dag, waarop de betrokken prokureur van zijn gewone bezigheidsplaats afwezig is.

(4) Such statement shall become part of the record.

2. The clerk of the court shall, within seven days after receiving the judicial officer's statement, transmit the same, together with the appellant's statement, with the record of the case to the Court of Appeal. He shall at the same time forward three typed copies of the record and statements for the use of the Court. The appeal shall thereafter be prosecuted within the period and in the manner prescribed by the Rules of the Court of Appeal.

FIRST ANNEXURE.

FORMS.

No. 1.—GENERAL HEADINGS.

(1) *In Actions.*

In the Magistrate's Court for the District of ..... held at .....

No..... of 192...

Between A.B., Plaintiff,
and
C.D., Defendant.

(2) *In Applications.*

In the Magistrate's Court for the District of ..... held at .....

No..... of 192...

In the matter of the Application of
A.B., Applicant,
against
C.D., Respondent.

(3) *In Garnishee matters.*

In the Magistrate's Court for the District of ..... held at .....

No..... of 192...

In the matter of
A.B., Judgment Creditor.
C.D., Judgment Debtor.
E.F., Garnishee.

No. 2.—GENERAL CONCLUSIONS.

(1) *Process for Service.*

Dated at ..... this ..... day of ..... 192...

.....
Clerk of the Court.

(2) *Process for Execution.*

And return to this Court what you have done by virtue hereof, for which this shall be your warrant.

Dated at ..... this ..... day of ..... 192...

By Order of the Court.

.....
Clerk of the Court.

.....
(*Attorney for*) *Execution Creditor.*

(3) *Notice.*

Dated at.....this.....day of.....192...

.....
Attorney for the .....

To.....

(4) *Security Bond.*

In witness whereof the said.....and..... have hereunto set their hands at.....this.....day of .....192...

As witnesses:
1. (Signature and address).....
.....
2. (,, ,,).....
.....

(5) *Agreement.*

Witness our hands this.....day of.....192...

.....
Plaintiff or Plaintiff's Attorney.

.....
Defendant or Defendant's Attorney.

As witnesses:
1. (Signature and address).....
.....
2. (,, ,,).....
.....

(6) *Affidavit.*

Sworn at.....this.....day of.....192...

Before me.

(Signed).....
Justice of the Peace.
(or, *Commissioner of Oaths*).

No. 3.—GENERAL FORM OF NOTICE OF APPLICATION.

(*Heading.*)

Take notice that application will be made to this Court on .....the day of.....192... at.....m. for an Order that (*state shortly terms of order applied for*).

(*Conclusion.*)

No. 4.—SUMMONS COMMENCING ACTION.

(*Heading.*)

To

C.D., of No. 500, Pretorius Street, Pretoria, in the District of Pretoria, Clerk, Defendant.

YOU ARE HEREBY SUMMONED that you do at or before ..... a.m. on .....day, the ..... day of ..... 19.... ENTER or cause to be entered with me an APPEARANCE TO ANSWER the claim of A.B., of 214 Long Street, Capetown, in the District of Cape, Grocer, the plaintiff herein for £.....and costs, particulars whereof are endorsed hereon.

(4) Voormelde verklaring maakt deel uit van de stukken van 't geding.

2. De klerk van 't hof moet binnen zeven dagen na de ontvangst van de rechterlike ambtenaars verklaring, dezelve, vergezeld van appellants verklaring, met de stukken van 't geding toezenden aan het hof van appèl. Terzelfder tijd zal hij ten gebruike van het hof drie getikte afschriften van de aantekening en verklarings toezenden. Het appèl word vervolgens voortgezet binnen de termijn en op de wijze bepaald bij de regels van het hof van appèl.

EERSTE AANHANGSEL.

FORMULIEREN.

No. 1.—ALGEMENE HOOFDEN.

(1) *In Akties.*

In het Magistraatshof van 't Distrikt ..... gehouden te .....

No. ..... van 19.....

Tussen A.B., Eiser,
en
C.D., Verweerder.

(2) *In Applikaties.*

In het Magistraatshof van 't Distrikt ..... gehouden te .....

No. ..... van 19.....

In zake de Applikatie van
A.B., Applikant,
tegen
C.D., Respondent.

(3) *In Schuldbeslag Zaken.*

In het Magistraatshof van 't Distrikt .... gehouden te .....

No. ..... van 19.....

In de zaak van
A.B., Vonnis-schuldeiser.
C.D., Vonnis-schuldenaar.
E.F., Derde-schuldenaar.

No. 2.—ALGEMENE SLOTFORMULES.

(1) *Bevelschriften voor Diening.*

Gedagtekend te ..... op heden de ..... dag van ..... 19.....

.....
Klerk van 't Hof.

(2) *Bevelschriften voor Eksekutie.*

En relateer aan het Hof hetgeen gij uit krachte hiervan verricht hebt, waartoe dit u tot volmacht strekt.

Gedagtekend te ..... op heden de ..... dag van ..... 19.....

Op last van 't Hof,

.....
Klerk van 't Hof.

.....
(*Prokureur van*) *Eksekutie-schuldeiser.*

(3) *Kennisgeving.*

Gedagtekend te.....op heden de.....dag van..... 19...

.....
Prokureur voor de.....

Aan.....

(4) *Akte van Borgtocht.*

Ten blijke waarvan genoemde.....en..... deze akte hebben ondertekend te.....op heden de..... dag van.....19...

Als getuigen:
1. (Handtekening en adres).....
.....
2. (,, ,,).....
.....

(5) *Overeenkomst.*

Getekend op heden de.....dag van.....19.....

.....
Eisers Prokureur.

.....
Verweerders Prokureur.

Als getuigen:
1. (Handtekening en adres).....
.....
2. (,, ,,).....
.....

(6) *Beëdigde Verklaring.*

Bezworen op heden de.....dag van..... 19.....

Voor mij

Vrederechter
(of *Kommissaris van Eden*).

No. 3.—ALGEMENE VORM VAN KENNISGEVING VAG APPLIKATIE.

(*Hoofd.*)

GELIEVE KENNIS TE NEMEN dat op de.....dag van..... 191... te.....ure...des.....applikatie zal worden gemaakt voor een order (*vermeld kortelik de inhoud van de aangevraagde order*).

(*Slotformule.*)

No. 4.—DAGVAARDING WAARBIJ DE ZAAK AANHANGIG GEMAAKT WORDT.

(*Hoofd.*)

Aan

C.D., van No. 500 Pretoriusstraat, Pretoria, in 't Distrikt Pretoria, Klerk, Verweerder.

GIJ WORDT BIJ DEZE AANGEZEGD om op of voor.....v.m. op.....dag, de.....dag van.....19... VERSCHIJNING AAN TE TEKENEN OF TE DOEN AANTEKENEN ten einde te antwoorden op de eis van A.B. van No. 214, Langstraat, Kaapstad, in het Distrikt de Kaap, Kruidenier, eiser in deze zaak, voor £..... en de kosten, waarvan de biezonderheden op de achterzijde vermeld zijn.

AND TAKE NOTICE THAT in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence; but that, on payment of the said claim and costs to me within the said time, judgment will not be given against you herein; and that if at least twenty-four hours before the expiration of the said time, you so pay or lodge with me a consent to judgment, you will save judgment charges.

AND FURTHER TAKE NOTICE THAT:—

(1) If you allege any objection, exception, special defence, or counter-claim, you must within seven days after appearance, deliver to me and to the said plaintiff or his attorney a statement in writing of the nature and grounds thereof; and

(2) if you allege a defence on the merits, you must, within seven days after, so deliver a statement in writing showing the nature and grounds of such defence.

Where the claim is for rent and it is desired to perfect the landlord's hypothec for rent under the provisions of section thirty-one *of the Proclamation, add—*

AND IT IS HEREBY ORDERED:—

That the defendant and all other persons be and they hereby are interdicted from removing or knowingly suffering to be removed or in any way alienating or disposing of so much of the movable property subject to the plaintiff's hypothec for the rent claimed in the endorsement hereon as shall be sufficient to satisfy the amount of such rent, together with the costs of this summons, pending the decision of this action.

(*Conclusion.*)

(SEE BACK.)

(*Endorsement on Back of Summons or on the copy.*)

(1) *Particulars of Claim.*

(See Form No. 5.)

(2) *Consent to Judgment.*

I admit that I am liable to the plaintiff as claimed in this Summons (*or*, in the amount of £.....and costs to date) and I consent to judgment accordingly.

Dated this.....day of.....192...

Defendant.....

NOTE.—If the consent is not given on the original Summons served it must be witnessed by two witnesses whose addresses must be given.

(3) (*Form of appearance to Defend.*)

To the Clerk of the Court.

Enter an appearance for the defendant, who intends to defend this action.

Dated this.....day of.....192... at.....

.....

Defendant or Defendant's Attorney.

Address.....

Postal Address.....

No. 5.—ENDORSEMENT (1) ON SUMMONS.

NOTE.—These forms are examples only and are not, save as to the claims for costs, either compulsory or applicable to all cases.

(1) The plaintiff's claim is for the price of goods sold and delivered.

Particulars:—

1916—1st January—

Balance of account for butcher's meat to this date ...	£20	0	0
1916—1st January to 31st March			
Butcher's meat	20	0	0
Total	£40	0	0
1916—1st February—Paid	15	0	0
Balance	£25	0	0

with costs, if the action is undefended, as follows:—

	Summons.	*Judgment.*
Attorney's Charges	£0 10 0	£0 10 0
Court Fees	0 1 0	0 1 0
Messenger's Fees...	0 3 0	—
Totals	£0 14 0	£0 11 0
Total		£1 5 0

(*Conclusion.*)

(2) The plaintiff's claim is against the defendant, as maker of a promissory note for £25, dated 1st January, 1916, payable four months after date to A.B., of which the plaintiff is now the holder, which note was, on 1st May, 1916, duly presented at the Standard Bank, Commissioner Street, Johannesburg, where the same was payable, and was dishonoured.

Particulars:—

Principal	£25	0	0
Interest at ..... per cent.	1	0	0
Amount due	£26	0	0

with costs, etc.

(3) The plaintiff's claim is for money lent to the defendant.

Particulars:—

1st January, 1916	£50	0	0
1st June, 1916—Paid	25	0	0
Balance	£25	0	0
Interest at ..... per cent.	5	0	0
Total	£30	0	0

with costs, etc.

EN NEEM KENNIS dat gij, door niet te handelen als voorzegd, geacht zult worden de eis voormeld te hebben erkend, in welk geval de eiser met de zaak kan voortgaan en gij in uw afwezigheid veroordeeld kunt worden; maar dat gij niet veroordeeld zult worden, indien gij de geëiste som voormeld met de kosten binnen bovengenoemde tijd betaalt; en dat gij, door ten minste 24 uren voor verloop van genoemde tijd alzo te betalen of uw toestemming in de veroordeling bij mij in te dienen, de vonnisonkosten zult sparen.

EN NEEM VOORTS KENNIS DAT:—

(1) Indien gij enige objektie, exceptie, speciale verdediging of wedereis wenst in te brengen, gij binnen zeven dagen na verschijning aan mij en aan de eiser of aan diens prokureur een opgaaf in geschrifte van de aard en de gronden daarvan moet doen toekomen; en

(2) indien gij een verdediging op de merieten wenst te doen, gij binnen zeven dagen daarna, op gelijke wijze een opgaaf in geschrifte van de aard en gronden van zodanige verdediging moet doen toekomen.

Wanneer de eis betrekking heeft tot huurgelden en het de bedoeling is het verband van verhuurder wegens huurgelden te bevestigen onder de bepalingen van artikel een en dertig *van de Proklamatie, voeg het volgende daaraan toe:—*

EN ZIJ HET BEVOLEN:—

Dat aan verweerder alsmede aan alle andere personen bij deze verboden wordt, om hangende de uitwijzing van deze zaak, de losse goederen, waarop de eiser verband heeft wegens huurgelden geëist in achterstaande aantekening, weg te halen of desbewust hun weghaling te gedogen of op enigerlei wijze te vervreemden of van de hand te zetten, voorzover die goederen benodigd zijn om het bedrag van de huurgelden met de kosten van deze dagvaarding, te voldoen.

(*Slotformule.*)

(ZIE ACHTERZIJDE.)

(*Aantekening op achterzijde van Dagvaarding of op het afschrift.*)

(1) *Biezonderheden van Eis.*

(Zie Formulieren No. 5)

(2) *Toestemming tot veroordeling.*

Ik erken dat ik jegens eiser verbonden ben zoals beweerd in deze dagvaarding (*of*, aan eiser verschuldigd ben het bedrag van £..... met de kosten tot dato) en ik stem dienovereenkomstig toe in de veroordeling.

Gedagtekend heden de.....dag van.....19...

.....

Verweerder.

N.B.—Wordt de toestemming niet gesteld op de in origineel gediende dagvaarding, dan moet ze door twee getuigen worden ondertekend wier adressen opgegeven moeten worden.

(3) (*Formulier van Verschijning tot Verdediging.*)

Aan de Klerk van 't Hof,

Gelieve verschijning aan te tekenen voor verweerder, die deze zaak wenst te verdedigen.

Gedagtekend heden de.....dag van.....19...te.....

.....

Verweerder of Verweerders Prokureur.

Adres .....

Postadres.....

No. 5.—ENDOSSEMENT (1) OP DAGVAARDING.

N.B.—Deze formulieren zijn slechts voorbeelden en zijn, behalve wat de kostenvorderingen betreft, noch verplichtend noch toepasselik op alle zaken.

(1) Eiser eist de prijs van verkochte en geleverde goederen.

Biezonderheden:—

1916—1 Januarie—			
Saldo van rekening voor slachtvlees tot dato	£20	0	0
1916—1 Januarie tot 31 Januarie—			
Slachtvlees	20	0	0
Totaal	£40	0	0
1916—1 Februarie—Betaald	15	0	0
Balans	£25	0	0

benevens kosten, wanneer de aktie onverdedigd is, als volgt:—

	Dagvaarding.	*Vonnis.*
Prokureurs Onkosten ...	£0 10 0	£0 10 0
Hoffooien	0 1 0	0 1 0
Bodelonen	0 3 0	—
Totalen...	£0 14 0	£0 11 0
Totaal		£1 5 0

(*Slotformule.*)

(2) Eisers vordering is tegen verweerder als uitgever van een promesse groot £25, gedateerd 1 Januarie 1916, betaalbaar vier maanden na dato aan A.B., waarvan eiser tans de houder is, welke promesse op 1 Mei 1916 behoorlik bij de Standard Bank, Commissionerstraat, Johannesburg, waar zij betaalbaar was, gepresenteerd werd, doch gedishonoreerd werd.

Biezonderheden:—

Hoofdsom	£25	0	0
Rente tegen.....percent	1	0	0
Verschuldigd bedrag	£26	0	0

benevens kosten, enz.

(3) Eisers vordering is voor geld geleend aan verweerder.

Biezonderheden:—

1 Januarie 1916	£50	0	0
1 Junie 1916—Betaald	25	0	0
Saldo	£25	0	0
Rente tegen ..... percent	5	0	0
Totaal	£30	0	0

benevens kosten, enz.

(4) The plaintiff's claim is (1) for arrears of rent due in respect of the defendant's monthly tenancy of No. 5 Pretorius Street.

(*Where the summons contains an order interdicting the removal of goods* pendente lite, *add*)

and for confirmation of the order appearing on the face of this summons.

Particulars:—

1st January, 1916.—Rent due for the month January, 1916	£10	0	0
1st February, 1916.—Ditto, February, 1916	10	0	0
1st March, 1916.—Ditto, March, 1916	10	0	0
Total	£30	0	0
15th February, 1916.—Paid	5	0	0
Balance	£25	0	0

with costs, etc.

and (2) for ejectment.

Particulars:—

Plaintiff, on the 28th February, 1916, gave defendant one month's notice to leave the said premises.

(5) The plaintiff's claim is for arrears of wages (or salary) as a ..... at £..... per .....

Particulars:—

January, 1916	£20	0	0
February, 1916	20	0	0
	£40	0	0
15th February, 1916.—Paid	15	0	0
Balance	£25	0	0

with costs, etc.

(6) The plaintiff's claim is for the delivery to him of movable property or damages in lieu of the delivery thereof, and for damages for the past non-delivery thereof, and for confirmation of the Order of Court, dated the .....th day of ....., 19....., interdicting the disposal of such movable property.

Particulars:—

1. On the 18th March, 1914, plaintiff lent to defendant a mahogany table and three bentwood chairs, value £27, to be returned on demand.

2. On the 27th August, 1914, plaintiff demanded the return of the said table and chairs.

3. Defendant refused and still refuses to return the said table and chairs.

4. The reasonable hire of such table and chairs is 10s. a month.

Wherefore plaintiff claims—

(1) Return of the said table and chairs;

(2) Damages—

In addition to delivery	£1	10	0
In lieu of delivery	27	0	0

with costs, etc.

(7) The plaintiff's claim is for damages for personal injuries caused by defendant's negligence.

Particulars:—

1. On the 14th October, 1914, about 10 a.m., plaintiff was crossing Commissioner Street, Johannesburg, from north to south.

2. At the same time defendant was driving a motor-car along the said street from east to west.

3. Defendant, by negligent driving, struck plaintiff and threw him to the ground, inflicting the following injuries:—

Left arm broken.
Three ribs broken.
Face severely cut.
Coat torn.

4. Plaintiff, by reason of the above injuries, was unable to pursue his occupation as a miner for seven weeks and incurred the following damages:—

Medical attendance, etc.	£17	3	6
Loss of earnings	60	0	0
Damage to coat	1	10	0
Pain and suffering	250	0	0
Total	£328	13	6

5. Plaintiff admits that he is indebted to defendant in the sum of £100 as damages for breach of a contract to deliver to defendant 1000 tons of coal, entered into between the parties verbally on the 12th September, 1914, and sets off	£100	0	0
Balance	£228	13	6

(8) The plaintiff's claim is a cessionary ot a claim by J.K. of 444 Station Street, Bloemfontein, attorney, for professional services rendered, ceded to the plaintiff by the said J.K. by writing, dated 11th August, 1915.

Particulars:—

1915.
March 1st and 8th.
Agreed fee for defence in Rex *v.* C.D., £10. 10s. with costs, etc.

(4) Eisers vordering is (1) voor achterstallige maandelikse huur door verweerder verschuldigd voor No. 5 Pretoriusstraat.

Wanneer de dagvaarding een order bevat, waarbij het verwijderen van goederen hangende het geding verboden wordt, voeg het volgende toe:—

en voor bevestiging van de order vervat op de voorzijde van deze dagvaarding.

Biezonderheden:—

1 Januarie 1916—Huur voor de maand Januarie 1916	£10	0	0
1 Februarie 1916—Dito, Februarie 1916	10	0	0
1 Maart 1916—Dito, Maart 1916	10	0	0
Totaal	£30	0	0
15 Februarie 1916—Betaald	5	0	0
Saldo	£25	0	0

benevens kosten, enz.;

en (2) voor ontruiming van 't perceel.

Biezonderheden:—

Eiser heeft op 28 Februarie 1916, een maand opzegging van de huur gedaan.

(5) Eisers vordering is voor achterstallig arbeidsloon (of salaris) als ..... tegen £..... per .....

Biezonderheden:—

Januarie 1916	£20	0	0
Februarie 1916	20	0	0
	£40	0	0
15 Februarie 1916—Betaald	15	0	0
Saldo	£25	0	0

benevens kosten, enz.

(6) Eisers vordering is voor de levering aan hem van losse goederen of schadevergoeding in plaats van levering daarvan, en voor schadergoeding voor de plaats gehad hebbende niet-levering daarvan en voor bekrachtiging van de Order van het Hof, gedateerd de ..... dag van ..... 19....., waarbij de vervreemding van die losse goederen verboden wordt.

Biezonderheden:—

1. Op 18 Maart 1914 leende eiser aan verweerder een mahogonie tafel en drie kromhout stoelen, ter waarde van £27, op aanvrage te worden teruggegeven.

2. Op 27 Augustus 1914 vorderde eiser de teruggave van voornoemde tafel en stoelen.

3. Verweerder weigerde en blijft weigeren de tafel en stoelen terug te geven.

4. De redelike huurprijs voor de tafel en stoelen is 10s. per maand.

Weshalve eiser verzoekt

(1) Teruggave van de tafel en stoelen voormeld;

(2) Schadevergoeding—

Benevens levering	£1	10	0
In plaats van levering	£27	0	0

benevens kosten, enz.

(7) Eisers vordering is voor schadevergoeding wegens persoonlik letsel toegebracht door verweerders nalatigheid.

Biezonderheden:—

1. Op 14 Oktober 1914, te 10 ure v.m., liep eiser over Commissionerstraat, Johannesburg, van noord naar zuid.

2. Terzelfdertijd dreef verweerder een motorkar langs bedoelde straat van oost naar west.

3. Verweerder heeft door nalatig drijven eiser aangereden zodat hij tegen de grond sloeg en de volgende kwetsuren opliep:—

Linkerarm gebroken.
Drie ribben gebroken.
Gezicht ernstig bezeerd.
Baadje gescheurd.

4. Eiser was ten gevolge van bovengenoemde kwetsuren gedurende zeven weken niet in staat zijn beroep van mijnwerker uit te oefenen en leed de volgende schade:—

Geneeskundige behandeling, enz.	£17	3	6
Verlies van arbeidsloon	60	0	0
Schade aan baadtje	1	10	0
Smart en pijn	250	0	0
Totaal	£328	13	6

5. Eiser erkent dat hij aan verweerder de som van £100 verschuldigd is als schadevergoeding voor verbreking van een kontrakt om aan verweerder 1000 ton kolen te leveren, welk kontrakt tussen de partijen mondeling aangegaan werd op 12 September 1914, en brengt in vergelijking	£100	0	0
Saldo	£228	13	6

(8) Eiser eist als cessionaris van een vordering toekomende aan J.K. van Stationstraat No. 444, Bloemfontein, prokureur, voor verrichte professionele diensten, welke vordering door genoemde J.K., bij geschrifte gedateerd 11 Augustus 1915 gecedeerd werd.

Biezonderheden:—

1915
Maart 1 en 8.
Overeengekomen honorarium in zake Rex *v.* C.D., £10. 10s.; benevens kosten, enz.

No. 6.—Conclusion to Endorsement of Claim.

.....
Plaintiff or Plaintiff's Attorney.

Address.....
Postal Address.....

No. 7.—Notice under No. VI, Rule 8, for Service by Notice in Papers.

(*Heading.*)

To

C.D., of.....

Take notice that a Summons has been issued against you in this Court by A.B., of....., for the sum of £..... for goods sold and delivered (*or as the case may be*), and that an order has been made that the publication of notice of such Summons shall be deemed to be good and sufficient service of the Summons on you. You are required to enter an appearance to the Summons on or before the.....day of....., 192...; and, if you do not do so, judgment may be given against you in your absence.

[*Conclusion No.* 2 (1).]

No. 8.—Notice of Service of Summons.

(*Heading.*)

You are hereby informed that the defendant was on the..... day of....., 192..., at....., served with the Summons in this action.

(*Date.*) .....
Messenger of the Court.

To the Plaintiff ('s Attorney).

No. 9.—Notice of Non-Service of Summons.

(*Heading.*)

You are hereby informed that it has not been found possible to serve on the defendant the Summons in this action.

(*Date.*) .....
Messenger of the Court.

To the Plaintiff ('s Attorney).

No. 10.—Notice of Consent to Judgment.

(*Heading.*)

You are hereby informed that the defendant has to-day consented to judgment herein for £.....with costs of £.....

(*Date.*) .....
Clerk of the Court.

To the Plaintiff ('s Attorney).

No. 11.—Notice of Withdrawal.

(*Heading.*)

Take notice that the above-named plaintiff hereby withdraws the above action.

(*Conclusion.*)

No. 12.—Notice of Application for Summary Judgment.

(*Heading.*)

Take notice that application will be made to this Court on .....the.....day of....., 192..., at.....m. for leave to enter judgment against you in this action for £..... and costs.

And further take notice that the affidavit of....., of which a copy is served herewith, will then be used in support of such application, and that you may reply thereto by affidavit.

(*Conclusion.*)

No. 13.—Affidavit in Support of Application for Summary Judgment.

(*Heading.*)

I,.....
(*Address*).....
(*Occupation*).....

make oath and say as follows:—

1. I am the plaintiff in this action (*or*, the facts herein stated are within my own knowledge, and I am duly authorized to make this affidavit).
2. The defendant is indebted to the plaintiff in the sum of £..... on the grounds stated in the summons.
3. I verily believe that the defendant has not a bona fide defence to this action and that appearance has been entered solely for purposes of delay.

(*Conclusion.*)

No. 14.—Affidavit under section *thirty-two* of the Proclamation.

(*Heading.*)

I,.....
(*Address*).....
(*Occupation*).....

make oath and say as follows:—

1. I am the landlord (*or*, the agent of the landlord, *naming him*) of premises situate and being (*describe the premises*).
2. A..... B....., of (*describe the tenant*), is justly and truly indebted to me (*or*, to my said principal) in the sum of £.....for rent of the said premises accrued from the.....day of....., 192..., to the..... day of....., 192...
3. The said sum of £.....became due and payable upon the.....day of ....., 192...

No. 6.—Slot van Endossement van Eis.

.....
Eiser of Eisers Prokureur.

Adres .....
Postadres.....

No.7.—Kennisgeving onder Order No. VI, Regel 8, ter diening bij bekendmaking in de Nieuwsbladen.

(*Hoofd.*)

Aan

C.D., van.....

Neem kennis dat een dagvaarding tegen u in dit Hof uitgereikt is door A.B. te.....voor de som van £.....voor verkochte en geleverde goederen (*of naar het geval mocht zijn*) en dat bij order van het Hof bevolen is dat de publikatie van kennisgeving van zodanige dagvaarding geacht zal worden deugdelike en voldoende diening van de dagvaarding op u te zijn. Gij wordt bij deze aangezegd om op de dagvaarding verschijning aan te tekenen op of vóór de.....dag van.....19... Bij gebreke daarvan zal tegen u vonnis in uw afwezigheid worden gewezen.

[*Slotformule No.* 2 (1).]

No. 8.—Kennisgeving van Diening van Dagvaarding.

(*Hoofd.*)

Bij deze wordt kennis aan u gegeven dat de dagvaarding in deze zaak op de.....dag van.....19.....te..... op verweerder gediend werd.

(*Datum.*)

.....
Bode van 't Hof.

Aan Eiser(s Prokureur).

No. 9.—Kennisgeving van Niet-diening van Dagvaarding.

(*Hoofd.*)

Bij deze wordt kennis aan u gegeven dat het niet mogelik bleek de dagvaarding in deze zaak op verweerder te dienen.

(*Datum.*)

.....
Bode van 't Hof.

Aan Eiser(s Prokureur).

No. 10.—Kennisgeving van Toestemming tot Veroordeling.

(*Hoofd.*)

Bij deze wordt kennis aan u gegeven dat verweerder heden toegestemd heeft dat vonnis in deze gewezen worde voor £..... benevens kosten ten bedrage van £.....

.....
Klerk van 't Hof.

Aan Eiser(s Prokureur).

No. 11.—Kennisgeving van Terugtrekking.

(*Hoofd.*)

Neem kennis dat bovengenoemde eiser hiermede de zaak voormeld terugtrekt.

(*Slotformule.*)

No. 12.—Kennisgeving van Applikatie voor Summier Vonnis.

(*Hoofd.*)

Neem kennis dat op de.....dag van.....19... te.....ure des.....bij dit Hof applikatie zal worden gemaakt voor verlof om tegen u in deze zaak vonnis aan te tekenen voor £.....met kosten.

Neem voorts kennis dat de beëdigde verklaring van..... waarvan afschrift hiermede gediend wordt, gebezigd zal worden tot staving van de applikatie en dat gij bij beëdigde verklaring daarop kunt antwoorden.

(*Slotformule.*)

No. 13.—Beëdigde Verklaring tot Staving van Applikatie voor Summier Vonnis.

(*Hoofd.*)

Ik.....
(*Adres*).....
(*Beroep*).....

verklaar onder ede als volgt:—

1. Ik ben de eiser in deze zaak (*of*, de feiten hierin opgegeven zijn aan mij persoonlik bekend en ik ben behoorlik gemachtigd om deze verklaring te doen).
2. Verweerder is aan eiser de som van £.....verschuldigd op de gronden vermeld in de dagvaarding.
3. Ik ben er stellig van overtuigd dat verweerder geen bona fide verdediging in deze zaak heeft en dat verschijning slechts aangetekend is om de zaak te vertragen.

(*Slotformule.*)

No. 14.—Beëdigde Verklaring onder artikel *twee en dertig* van de Proklamatie.

(*Hoofd.*)

Ik.....
(*Adres*).....
(*Beroep*).....

verklaar onder ede als volgt:—

1. Ik ben de verhuurder (*of*, de agent van de verhuurder *geef zijn naam op*) van het perceel.....(*beschrijf het perceel*).
2. A.....B.....van (*beschrijf de huurder*) is wettig en deugdelik aan mij (aan mijn genoemde principaal) de som verschuldigd van £.....als huurgelden voor genoemd perceel van af de.....dag van..... 19.....tot de.....dag van.....19.....
3. Voormelde som van £..... werd opvorderbaar en betaalbaar op de.....dag van.....19...

4. The said rent has been demanded from the said A..... B.....on the.....day of....., 192... but has not yet been paid.

Or 4. I am informed and verily believe that the said A..... B..... is about to remove certain movables, now upon the said premises, from such premises in order to defeat and avoid the payment of the said rent.

.....

(Conclusion.)

No. 15.—Security for Rent Attachment under section *thirty-two* of the Proclamation.

(Heading.)

Whereas X.....Y....., of.....*(describe the landlord)*, has applied for the issue of an order to seize and arrest the movable property in or upon.....*(describe the leased premises)* for the sum of £.....for rent due by A..... B.....of.....*(describe the tenant)* and £..... for costs:

Now therefore the said X.....Y.....and P..... Q....., of.....*(describe the surety)*, as surety and co-principal debtor for him, the said X..... Y..... hereby undertake and bind themselves jointly and severally that the said X.....Y.....and P.....Q..... or either of them shall pay, satisfy, and make good to the said A.....B.....or whom else it may concern, all damage, costs, and charges which he or they may sustain by reason of the seizure or arrest of the said movable property in case the said seizure or arrest is set aside.

(Conclusion.)

No. 16.—Order for Rent Attachment under section *thirty-two* of the Proclamation.

(Heading.)

It is ordered:

1. That the Messenger of the Court do seize and arrest so much of the.....*(describe the movables)* in the.....(house, store, *or as the case may be*), situate and being No.....*(describe the premises)* as shall be sufficient to satisfy the sum of £.....rent and £.....costs.

(Conclusion.)

No. 17.—Consent to Sale of Attached Goods.

(Heading.)

To the Clerk of the Court.

I, A.....B....., of....., the above respondent, hereby admit that the property attached in the above matter is subject to an hypothec to the above applicant to the extent of £.....and I consent to the sale of the said property in satisfaction of the said amount of £.....plus costs and messenger's charges.

Dated at.....this.....day of..... 192...

.....
Respondent.

As witness:
.....

No. 18.—Forms as to Inspection and Production of Documents.

(1) *Schedule of Documents.*

The.....intends to use the following documents on the trial of this action:—

Date of Document.	Description of Document.

(2) *Notice to deliver Schedule of Documents.*

Take notice that the.....requires you, within three days after receiving this notice, to deliver a schedule specifying the books and documents in your possession or under your control which you intend to use in the above action.

(3) *Notice to produce Documents for Inspection.*

Take notice that the.....requires you to produce for his inspection at your office on.....at.....m. the documents specified in your Schedule of Documents (*or* the accounts and documents upon which the action is founded).

(4) *Notice to produce (General Form).*

Take notice that you are hereby required to produce and show to the Court, on the trial of this action, all books and documents disclosed in your schedule of documents, and also *(specify documents)*.

Note.—The foregoing notices are to be headed in the action and dated and signed by the party or his attorney, and are to be addressed to the party affected or his attorney, if he has one.

No. 19.—Certificate of Record.

(Heading.)

I,.....
Clerk of this Court (*or* Shorthand Writer of this Court), do hereby certify and declare that the foregoing notes are a true record of the proceedings in this action and of all evidence received by the said Court.

Dated at.....this.....day of....., 192...

.....
Clerk of the Court
(or Shorthand Writer).

4. Voormelde A.....B.....werd op de..... dag van.....19... aangemaand tot betaling van bedoelde huurgelden, doch de betaling daarvan is nog niet geschiedt.

Of 4. Mij is verteld en ik geloof stellig, dat genoemde A..... B.....van plan is zekere losse goederen, die zich tans op het perceel bevinden, te verwijderen ten einde de betaling van de huurgelden te ontduiken en te verijdelen.

.....

(Slotformule.)

No 15.—Borgakte voor Huurbeslag onder artikel *twee en dertig* van de Proklamatie.

(Hoofd.)

Nademaal X.....Y.....te..... *(beschrijf de verhuurder)* de uitreiking aangevraagd heeft van een order tot inbeslagneming van de losse goederen in of op.....*(beschrijf het verhuurd perceel)* voor de som van £.....voor huurgelden door A.....B.....te.....*(beschrijf de huurder)* verschuldigd en de som van £.....als kosten:

Zo is het dat genoemde X.....Y.....en P..... Q.....te.....*(beschrijf de borgen)* zich bij deze gezamenlik en afzonderlik verbinden dat genoemde X.....Y .....en P.....Q.....of een iegelik van hen aan voormelde A.....B.....of wie het anders moge aangaan, zullen betalen en vergoeden alle schade, kosten en onkosten, die hij of zij mochten lijden ten gevolge van de inbeslagneming van bedoelde losse goederen, ingeval de beslaglegging te niet gedaan wordt.

(Slotformule.)

No 16.—Order voor Huurbeslag onder artikel *twee en dertig* van de Proklamatie.

(Hoofd.)

Bevolen wordt:

Dat de Bode van het Hof een genoegzame hoeveelheid van de .....*(beschrijf de losse goederen)* in het (de)..... (huis, winkel, *onderscheidenlik*) zijnde No.....*(beschrijf het perceel)* in beslag neme, om de som van £.....huurgelden en £.....kosten te dekken.

(Slotformule.)

No. 17.—Toestemming tot de Verkoop van in beslag genomen Goederen.

(Hoofd.)

Aan de Klerk van 't Hof:

Ik, A.....B.....te....., bovengenoemde respondent erken dat de goederen die in voormelde zaak in beslag genomen zijn, uit krachte van applikants huurverband verbonden zijn voor een bedrag van £.....en ik geef mijn toestemming tot de verkoop van genoemde goederen tot voldoening van voormeld bedrag van £.....benevens de kosten en bodelonen.

Gedateerd te.....deze.....dag van.....19....

.....
Respondent.

Als getuige:
.....

No. 18.—Formulieren betreffende Inzage en Overlegging van Dokumenten.

(1) *Lijst van Dokumenten.*

De.....is voornemens zich van de volgende dokumenten bij de behandeling van deze zaak ter terechtzitting te bedienen:—

Datum van Dokument.	Aanduiding van Dokument.

(2) *Aanzegging om Lijst van Dokumenten in te leveren.*

Neem kennis dat.....u verzoekt om binnen drie dagen na de ontvangst van deze kennisgeving, een lijst in te leveren met nauwkeurige opgave van alle in uw bezit of onder uw beschikking zijnde boeken en dokumenten, waarvan gij u in bovengenoemde zaak denkt te bedienen.

(3) *Aanzegging om Dokumenten ter inzage voor te leggen.*

Neem kennis dat.....u verzoekt om de dokumenten opgenoemd in uw Lijst van Dokumenten (*of* de rekeningen en dokumenten, waarop de zaak gegrond is) aan hem in uw kantoor op.....te.....ure.....m. ter inzage voor te leggen.

(4) *Aanzegging tot Overlegging (Algemene Vorm).*

Neem kennis dat gij bij deze verzocht wordt om bij de behandeling van deze zaak ter terechtzitting, aan het Hof alle boeken en dokumenten opgenoemd in uw Lijst van Dokumenten over te leggen en te vertonen, alsmede *(vermeld de dokumenten)*:—

Nota.—Voorgaande aanzeggingen worden aan 't hoofd voorzien van de naam van de zaak, worden gedateerd en getekend door de partij of zijn prokureur en worden gericht aan de betrokken partij of diens prokureur, als hij een heeft.

No. 19.—Certifikaat van Getrouw Verslag.

(Hoofd.)

Ik,.....
Klerk van dit Hof (*of* Snelschrijver van dit Hof) certificeer en verklaar bij deze dat voorgaande optekeningen een getrouw verslag zijn van hetgeen in deze zaak verhandeld is en van alle getuigenis door genoemd Hof ontvangen.

Gedateerd te.....deze.....dag.....19.....

.....
Klerk van 't Hof
(of Snelschrijver).

No. 20.—Order Obtained *ex parte*.

(*Heading.*)

It is ordered:

1. That a rule *nisi* be and it is hereby granted calling upon..... .....(*respondent*) of.....(*respondent's address*), to show cause, if any, to this Court on the.....day of..... 192..., at.....in the.....noon, or so soon thereafter as he can be heard, why.....shall not be interdicted from .....(*set out the acts from which respondent or any other person is restrained*) pending the decision of an action to be brought by the Applicant against the said.....(*respondent*) for.....(*set out the nature of the claim*).

2. That the said action be commenced within forty-eight hours.

3. That this rule operate as an *interim* interdict.

By Order of the Court.

.....
Clerk of the Court.

.....
Applicant's Attorney.

.....Street.

No. 21.—Order for Arrest of Person.

(*Heading.*)

It is Ordered:

1. That the Messenger of the Court do take the body of..... (*respondent*) and safely keep him and have him before this Court at .....o'clock in the.....noon on the.....day of..... 192..., then and there to show cause why he should not be detained to abide the judgment of this Court in an action for a sum of £..... to be instituted against him by the Applicant.

2. That the said action be instituted within forty-eight hours from the date of this order.

By Order of the Court.

.....
Clerk of the Court.

.....
Applicant's Attorney.

.....Street.

No. 22.—Warrant for Fine or Arrest of a Witness in Default.

(*Heading.*)

To the Messenger of the Court and to the Keeper of the Gaol of the above District.

Whereas A.B. of.....has been duly subpoenaed to give evidence (*or*, to produce certain books, papers, or documents, *as the case may be*) in the above matter before this Court at.....m. on the.....day of....., 192..., and has made default;

And whereas this Court has imposed upon the said A.B. for his said default a fine of.....pounds and for non-payment has committed him to the gaol of the above district for a period of .....

This is therefore to authorize and require you, the said Messenger of this Court, to take the body of the said A.B. and, unless he shall pay to you the said sum of.....pounds, to deliver him to the Keeper of the Gaol of this district, together with this warrant, there to be safely kept until he shall have paid the said sum of..... pounds or until the expiration of the said period of..... from the day on which the said A.B. shall be received into or retained in the said prison by virtue of this warrant, whichever of the two shall first happen, or until the said A.B. shall be otherwise legally discharged.

And this is to command you, the said Keeper of the said Gaol, to receive and safely keep the said A.B. as aforesaid.

(*Conclusion.*)

No. 23.—Warrant for the Apprehension of a Witness in Default.

(*Heading.*)

To the Messenger of the Court.

Whereas A.B. of.....has been duly subpoenaed to give evidence (*or*, to produce certain books, papers, or documents, *as the case may be*) in the above matter before this Court at.....m. on the.....day of....., 192..., and has made default:

This is therefore to authorize and require you to take the body of the said A.B. and have him before this Court at.....m. on the.....day of....., 192..., then and there to give his evidence and to be otherwise dealt with according to law.

(*Conclusion.*)

No. 24.—Security on Arrest or Interdict *ex parte*.

(*Heading.*)

Whereas A.B. of.....has applied for the issue of a warrant of arrest against C.D. of.....(*or*, an arrest or interdict against the goods of C.D. at.....) and the Court has fixed the security to be given by the said A.B. at the sum of £.....:

Now therefore the said A.B. and E.F., of..... as surety and co-principal debtor for him, the said A.B., hereby undertake and bind themselves jointly and severally to answer any claim for damages to a sum not exceeding the said sum of £..... in case the said arrest (*or* interdict) shall be set aside or shall be reversed on appeal.

(*Conclusion.*)

No. 20.—Order Verkregen *ex parte*.

(*Hoofd.*)

Bevolen wordt:—

1. Dat een bevel *nisi* bij deze verleend worde waarbij..... (*respondent*) te.....(*respondents adres*) opgeroepen wordt om aan dit Hof op de.....dag van.....19..... te.....des.....of zo spoedig daarna als hij gehoord kan worden, redenen aan te tonen, waarom hem niet verboden zal worden om hangende de beslissing van een aktie, door applikant te worden ingesteld tegen.....(*respondent*) wegens..... (*vermeld de strekking van de vordering*).....(*vermeld de aan respondent of andere personen te verbieden handelingen*).

(2) Dat vorenbedoelde aktie binnen acht en veertig uren ingesteld worde.

(3) Dat dit bevel de kracht van een interim interdikt hebbe.

Op Bevel van 't Hof.

.....
Klerk van 't Hof.

.....
Applikants Prokureur.

.....Straat.

No. 21.—Order voor Persoonlik Arrest.

(*Hoofd.*)

Bevolen zij:—

1. Dat de Bode van 't Hof de hand legge op..... (*respondent*) en hem in verzekerde bewaring houde en hem voor dit Hof brenge te.....ure des.....op de.....dag van 19..... om aldaar redenen aan te tonen waarom hij niet in verzekerde bewaring zal worden gehouden hangende de uitspraak van 't Hof in een aktie voor de som van £..... door applikant tegen hem te worden ingesteld.

2. Dat genoemde aktie binnen acht en veertig uren na de datum van deze order ingesteld worde.

Op Bevel van 't Hof.

.....
Klerk van 't Hof.

.....
Applikants Prokureur.

.....Straat.

No. 22.—Lastbrief tot Betaling van Boete door, of tot Arrest van Weigerachtige Getuige.

(*Hoofd.*)

Aan de Gerechtsbode en aan de Cipier van de Gevangenis in voornoemd Distrikt.

Nademaal A.B. te.....behoorlik gedagvaard werd om in bovengenoemde zaak in dit Hof te.....ure.....des..... op de.....dag van.....19..... getuigenis af te leggen (*of* onderscheidenlik boeken, geschriften of dokumenten over te leggen) en aan de dagvaarding niet voldaan heeft.

En nademaal het Hof A.B. wegens zijn verzuim beboet heeft met de som van.....pond en bevolen heeft dat hij in geval van wanbetaling van de boete in de gevangenis van bovengenoemd distrikt geplaatst zal worden voor een tijdperk van .....

Zo wordt gij, de Bode van dit Hof, bij deze gelast om genoemde A.B. te vatten en hem, indien hij voormelde som van..... pond niet mocht betalen, aan de Cipier van de Gevangenis van dit Distrikt, te zamen met deze lastbrief, af te leveren, om aldaar in verzekerde bewaring te worden gehouden totdat hij voormelde som van.....pond zal hebben betaald of tot het verstrijken van gemeld tijdperk van.....gerekend van de dag waarop genoemde A.B. in genoemde gevangenis zal zijn ontvangen of worden gehouden uit krachte van deze lastbrief, naar gelang welke van de twee gebeurtenissen het eerst zal plaatsgrijpen of totdat genoemde A.B. op andere wijze wettelik zal zijn ontslagen.

En aan genoemde Cipier van de Gevangenis voormeld wordt bij deze bevolen om genoemde A.B. op te nemen en in verzekerde bewaring te houden.

(*Slotformule.*)

No. 23.—Lastbrief tot Gevangenneming van een Weigerachtige Getuige.

(*Hoofd.*)

Aan de Gerechtsbode.

Nademaal A.B. van.....behoorlik gedagvaard werd om in bovengenoemde zaak in dit Hof te.....ure.....des..... op de.....dag van.....19..... getuigenis af te leggen (of *onderscheidenlik* boeken, geschriften of dokumenten over te leggen) en aan de dagvaarding niet voldaan heeft.

Zo wordt gij bij deze gelast om genoemde A.B. te vatten en hem op de.....dag van.....19.....te.....ure .....des.....voor dit Hof te brengen om aldaar getuigenis af te leggen en overigens volgens wet behandeld te worden.

(*Slotformule.*)

No. 24.—Borgakte na Arrest of Interdikt, *ex parte*.

(*Hoofd.*)

Nademaal A.B. van.....verzocht heeft om uitreiking van een lastbrief van arrest tegen C.D. te.....(of, van beslaglegging op of van een interdikt tegen de goederen van C.D. te.....) en het Hof de zekerheid, door genoemde A.B. te worden gesteld, bepaald heeft op de som van £.....

Zo is het dat genoemde A.B. alsmede E.F. van.....als diens borg en ko-principale schuldenaar zich bij deze gezamenlik en afzonderlik verbinden om enige schadevordering tot een bedrag van ten hoogste de som van £.....te voldoen, ingeval bedoeld arrest (*of* interdikt) ter zijde gezet of in appèl teniet gedaan mocht worden.

(*Slotformule.*)

No. 25.—SUBPOENA.

(*Heading.*)

To

(1) A.B., of.....

(2) C.D., of.....

(3) E.F., of.....

(4) G.H., of.....

You are hereby required in His Majesty's name to appear in person before this Court at.....on the.....day of..... 192..., at the hour of.....in the.....noon, and so from day to day until this action is tried, to give evidence in this action on behalf of the.....

(Where documents are required to be produced, add:—)

(1) and to bring with you and then produce to the Court the several documents specified in the list hereunder:—)

(*Conclusion.*)

(2) List of documents to be produced:—

Date.	Description.	Original or Copy.

(SEE BACK.)

[Print on back, section *forty*, sub-section (2), of the Proclamation.]

No. 26.—SECURITY FOR STAY OF EXECUTION.

(*Heading.*)

Whereas the said A.B. by judgment of this Court on the .....day of....., 192..., recovered against the said C.D. the sum of £....., together with the sum of £.....for costs:

And whereas the said C.D. has applied to the Court for a stay of execution pending appeal (*or* pending the hearing of an application to review and reverse the said judgment) and the Court has directed that execution be stayed accordingly subject to the said C.D. giving security within.....days:

Now therefore the said C.D. and E.F., of....., as surety and co-principal debtor for him, the said C.D., hereby undertake and bind themselves jointly and severally to satisfy the said judgment and any further liability which may arise by way of damages or otherwise by reason of such suspension; so far as such judgment may not be reversed or varied on such appeal (*or* review).

(*Conclusion.*)

No. 27.—SECURITY WHEN EXECUTION IS ALLOWED PENDING APPEAL.

(*Heading.*)

Whereas the said A.B. on the.....day of ..... recovered by judgment of this Court against the said C.D. the sum of £.....together with the sum of £.....for costs:

And whereas the said Court has directed the said judgment notwithstanding the said C.D. has noted an appeal against the same to be carried into execution upon security being given for restitution:

Now therefore the said A.B. and L.M. of.....as surety and co-principal debtor for him, the said A.B., hereby undertake and bind themselves jointly and severally to refund and make restitution of the above several sums of.....and..... should the judgment of the said Court be reversed, and further severally to conform to and execute such judgment order or decree as shall be given and pronounced upon or in respect of such appeal.

(*Conclusion.*)

No. 28.—WARRANT OF EJECTMENT OR UPON DECREE FOR DELIVERY UP OF POSSESSION OF PREMISES.

(*Heading.*)

To the Messenger of the Court.

Whereas in this action the said plaintiff on the.....day of ....., 19....., obtained judgment for the ejectment of the said defendant from the premises known as.....

This is to authorize and require you to put the said plaintiff into possession of the same by removing therefrom the said defendant, for which this shall be your warrant.

(*Conclusion.*)

No. 29.—WARRANT UPON DECREE FOR THE DELIVERY UP OF GOODS.

(*Heading.*)

To the Messenger of the Court.

Whereas in this action the Court did decree that the said defendant should deliver to the said plaintiff a certain (*describe the thing to be delivered*):

This is to authorize and require you to take the said (*describe the thing*) from the said defendant and place the said plaintiff in possession thereof, for which this shall be your warrant.

(*Conclusion.*)

No. 25.—SUBPOENA.

(*Hoofd.*)

Aan

(1) A.B., van.....

(2) C.D., van.....

(3) E.F., van.....

(4) G.H., van.....

Gij wordt bij deze in Zijn Majesteits naam aangezegd om in persoon te verschijnen voor dit Hof te.....op de..... dag van.....19..... te.....ure des.....en aldus van dag tot dag tot deze zaak ter terechtzitting zal worden behandeld om ten behoeve van.....getuigenis af te leggen.

(Wanneer dokumenten moeten worden overgelegd, voeg er aan toe:—)

(1) en met u te brengen en alsdan aan het Hof te vertonen de dokumenten opgenoemd in onderstaande lijst:—

(*Slotformule.*)

(2) Lijst van te vertonen dokumenten:—

Datum.	Beschrijving.	Origineel of Afschrift.

[ZIE ACHTERZIJDE.]

(Op achterzijde gedrukt, artikel *veertig*, subartikel (2) van de Proklamatie.)

No. 26.—BORGTOCHT IN GEVAL VAN OPSCHORTING VAN EKSEKUTIE.

(*Hoofd.*)

Nademaal aan genoemde A.B. bij vonnis van dit Hof, op de .....dag van.....19....., tegen genoemde C.D. gewezen, de som van £.....benevens de kosten ten bedrage van £.....toegekend werden:

En nademaal genoemde C.D. het Hof verzocht heeft om opschorting van de eksekutie hangende appèl (of hangende de beslissing op een applikatie voor herziening en tenietdoening van het vonnis) en het Hof bevolen heeft dat de eksekutie opgeschort zal worden mits genoemde C.D. binnen.....dagen zekerheid stelle:

Zo is het dat genoemde C.D. alsmede E.F. van..... als diens borg en ko-principale schuldenaar, zich bij deze gezamenlik en afzonderlik verbinden om bedoeld vonnis te voldoen alsmede elke verdere verbintenis, wegens schade of anderszins, die uit zodanige opschorting mocht voortvloeien; voorzover bedoeld vonnis niet in appèl (of herziening) mocht worden te niet gedaan of gewijzigd.

(*Slotformule.*)

No. 27.—BORGTOCHT WANNEER EKSEKUTIE TOEGESTAAN WORDT HANGENDE APPEL.

(*Hoofd.*)

Nademaal aan genoemde A.B. bij vonnis van dat Hof op de .....dag van.....19..... tegen genoemde C.D. gewezen, de som van £.....benevens de kosten ten bedrage van £.....toegekend werden:

En nademaal het Hof voormeld bevolen heeft dat het vonnis, niettegenstaande door C.D. daartegen appèl aangetekend is, ten uitvoer zal worden gelegd mits zekerheid gesteld worde voor restitutie:

Zo is het dat genoemde A.B. alsmede L.M. van..... als diens borg en ko-principale schuldenaar, zich bij deze gezamenlik en afzonderlik verbinden om bovenvermelde sommen van .....en.....terug te betalen, indien het vonnis van genoemd Hof mocht worden te niet gedaan en voorts om te voldoen aan enig vonnis, order of dekreet, dat op of ten opzichte van zodanig appèl mocht worden verleend.

(*Slotformule.*)

No. 28.—LASTBRIEF TOT ONTRUIMING OF INGEVOLGE BEVEL TOT INBEZITSTELLING VAN PERCEEL.

(*Hoofd.*)

Aan de Gerechtsbode.

Nademaal in deze zaak eiser voormeld op de.....dag van .....19.....vonnis verkreeg voor ontruiming door genoemde verweerder van het perceel bekend staande als.....

Zo wordt gij bij deze gelast eiser voormeld in bezit daarvan te stellen door genoemde verweerder daaruit te zetten, zullende deze u daartoe tot lastbrief strekken.

(*Slotformule.*)

No. 29.—LASTBRIEF INGEVOLGE BEVEL TOT AFLEVERING VAN GOEDEREN.

(*Hoofd.*)

Aan de Gerechtsbode.

Nademaal het Hof in deze zaak bevolen heeft dat verweerder voormeld aan genoemde eiser een zeker (*beschrijf de af te leveren zaak*).....zal afleveren:

Zo wordt gij bij deze gelast bedoelde (*beschrijf de zaak*) aan genoemde verweerder te ontnemen en eiser voormeld in bezit daarvan te stellen. Daarvoor strekke deze u tot lastbrief.

(*Slotformule.*)

No. 30.—Warrant of Execution against Property.

(*Heading.*)

To the Messenger of the Court.

Amounts to be Levied (with costs of Execution).

	£	s.	d
Judgment Debt			
Costs			
Costs of Issuing Warrant ...			
Costs of Appeal...			
Total... ... £			

Whereas in this action the said A.B. on the.....day of.....19..... by the judgment of the Court recovered against the said C.D. of.....the several sums set out in the margin hereof amounting in all to the sum of.....:

This is therefore to authorize and require you that of the property of the said C.D. you cause to be levied and raised the said sum of....., together with your costs of this execution; and pay to the said A.B. the said sum of £.....

(*Conclusion.*)

Note—

(1) If the judgment debtor pays the amounts specified in the margin hereof with Messenger's charges of £..... within half an hour after the entry of the Messenger, he will not be required to pay any further costs of execution.

(2) This execution may be paid out before sale subject to the payment of the Messenger's fees and charges of execution, which may be required to be taxed.

(3) The only immovable property upon which this warrant may be executed is (*set out its situation and nature sufficiently to enable it to be identified*).

No. 31.—Notice of Attachment in Execution.

(*Heading.*)

To C.D., *Judgment Debtor.*

Take notice that I have this day seized and laid under judicial attachment the articles comprised in the above inventory in pursuance of a warrant to me directed under the hand of the Clerk of the Court for the District of....., whereby I am required to cause to be levied and raised on your property in this district the sum of £..... and £..... costs recovered against you by the judgment of the said Court in this action and also for my charges in and about the said warrant.

Dated at....., this.....day of....., 192...

.....
Messenger of the Court.

No. 32.—Security Bond of Attachment.

(*Heading.*)

Whereas the said A.B., on the.....day of..... last, by judgment of this Court recovered against the said C.D. the sum of £....., together with the sum of £..... for costs; and whereas by virtue of a certain warrant under the hand of the Clerk of the said Court bearing date, etc., directed to E.F., Messenger of the said Court, the said E.F. has seized and laid under attachment in respect of the said judgment and in respect to the execution thereof the undermentioned articles, viz.:—

.....

Now therefore the said C.D. and L.M., of....., as surety and co-principal debtors for him, the said C.D., hereby severally undertake and bind themselves jointly and severally to the said E.F. that the said goods shall not be made away with or disposed of, but the same shall remain in possession of the said C.D. under effect of the said attachment, and shall be produced to the Messenger of the said Court on the.....day of..... next (*the day appointed for sale*), or any other day when the same may be required, in order to be sold in execution of the said judgment and expenses if the same shall not be sooner satisfied to the said A.B.; otherwise the said L.M. hereby undertakes and binds himself to pay and satisfy the said judgment costs and expenses for and on behalf of the said C.D.

(*Conclusion.*)

No. 33A.—Interpleader Summons (Order XXV, Rule 1).

(*Heading.*)

Whereas....., of.....,
has interpleaded in this Court as to the subject-matter following:—
(*State subject-matter.*)
which is adversely claimed by....., of.....,
and....., of....., herein after called the claimants.

Summon the said claimants that they severally appear before this Court, holden at....., on....., the .....day of....., 19....., at.....o'clock in the .....noon, and that they do then severally state the nature and particulars of their several claims and whether they will maintain or relinquish the same.

(*Conclusion.*)

No. 33B.—Interpleader Summons (Order XXV, Rule 2).

(*Heading.*)

Summon....., of....., and .....; of....., that they severally appear before this Court holden at....., on the.....day of..... 19....., at .....o'clock in the forenoon, with their respective witnesses, if they have any, then to have it determined and declared by the judgment of this Court whether certain movable property, namely.....
attached on the.....day of.....
19....., by you, the said.....,
under and by virtue of a certain writ of execution, issued out of this Court, commanding you, the said.....,
of the movable property of one.....,

No. 30.—Lastbrief van Eksekutie tegen Goederen.

(*Hoofd.*)

Aan de Gerechtsbode.

Te verhalen sommen (met onkosten van eksekutie).

	£	s.	d.
Vonnis-schuld ...			
Kosten			
Kosten van Uitreiking van Lastbrief			
Kosten van Appèl			
Totaal ... £			

Nademaal in deze zaak aan **A.B.** voormeld op de.....dag van..... 19..... bij vonnis van het Hof gegeven tegen genoemde C.D., de verscheidene sommen opgenoemd op de kant dezes, in totaal bedragende de som van £..... toegekend werd.

Zo wordt gij bij deze gelast om voormelde som van £..... **alsmede** uw onkosten van eksekutie, op de goederen van genoemde C.D. te verhalen en aan A.B. genoemde te betalen.

(*Slotformule.*)

N.B.—

(1) Wanneer de vonnis-schuldenaar de op de kant dezer vermelde bedragen met de onkosten van de Bode ten bedrage van £.....betaalt binnen een half uur na de komst van de Bode, dan behoeft hij geen verdere onkosten van eksekutie te betalen.

(2) Deze eksekutie kan vóór de verkoop worden uitbetaald, behoudens de betaling van Bodelonen en onkosten van eksekutie, waarvan taksatie nodig mocht zijn.

(3) Het enige vastgoed waarop deze lastbrief ten uitvoer kan worden gelegd is (*beschrijf de ligging en de aard daarvan zo nauwkeurig dat het kan worden gevonden*).

No. 31.—Kennisgeving van Eksekutoriaal Beslag.

(*Hoofd.*)

Aan C.D., *Vonnis-schuldenaar.*

Neem kennis dat ik op de goederen opgenoemd in bovenstaand inventaris heden gerechtelik beslag gelegd heb uit krachte van een lastbrief onder de hand van de Klerk van 't Hof voor 't Distrikt van....., waarbij mij bevolen wordt om op uw goederen in dit Distrikt de som te verhalen van £..... alsmede de som van £..... als kosten, waarin u bij vonnis van genoemd Hof in deze zaak verwezen werd benevens mijn onkosten in verband met bedoelde lastbrief.

Gedagtekend heden de.....dag van.....19.....

.....
Gerechtsbode.

No. 32.—Borgakte bij Beslaglegging.

(*Hoofd.*)

Nademaal aan genoemde A.B. op de.....dag van..... laastleden bij vonnis van dit Hof tegen voormelde C.D. de som van £.....alsmede de som van £.....als kosten toegewezen werden; en nademaal uit krachte van een lastbrief onder de hand van de Klerk van 't Hof, gedateerd.....E.F., zijnde de Gerechtsbode van genoemd Hof, gerechtelik beslag gelegd heeft op ondervermelde goederen, nl.:—

.....

Zo is het dat genoemde C.D., alsmede L.M. als diens borg en ko-principale schuldenaar, bij deze gezamenlik en afzonderlik jegens E.F. voormeld zich verbinden, dat bedoelde goederen niet zullen worden weggemaakt of vervreemd, maar dat dezelve uit krachte van de beslaglegging in het bezit zullen blijven van genoemde C.D. en aan de Gerechtsbode voornoemd zullen worden vertoond op de.....dag van ....eerstvolgende (*de vastgestelde dag van verkoop*) of op enige andere dag waarop zij benodigd mochten zijn om ter voldoening van genoemd vonnis en de onkosten in eksekutie te worden verkocht, indien het vonnis en de onkosten niet eerder aan genoemde A.B. zullen zijn voldaan; zullende anders, voormelde L.M. uit krachte van deze zijne verbintenis. zelf het vonnis, met de kosten en onkosten, voor en ten behoeve van genoemde C.D. voldoen.

(*Slotformule.*)

No. 33A.—Tussenpleit Dagvaarding (Order XXV, Regel 1).

(*Hoofd.*)

Nademaal..... van .....
in dit Hof tussengepleit heeft ten aanzien van het volgend onderwerp:—

(*Vermeld onderwerp.*)

welke opgeëist wordt door.....van.....
en ..... van .....hieronder genoemd de reklamanten

Dagvaard voornoemde reklamanten om voor dit Hof, zitting houdende te.....op.....de.....dag van..... 19.....te.....ure des.....te verschijnen en aldaar, elk en een iegelik, de aard en biezonderheden van hun wederzijdse aanspraken uiteen te zetten en te verklaren of zij voornemens zijn vol te houden of prijs te geven.

(*Slotformule.*)

No. 33B.—Tussenpleit Dagvaarding (Order XXV, Regel 2).

(*Hoofd.*)

Dagvaarding....., van....., en ....., van....., dat zij afzonderlik verschijnen voor dit Hof te worden gehouden te....., op de.....dag van.....19...., te.....ure in de voormiddag, met hun respektieve getuigen, indien zij er enige hebben, om daar te laten bepalen en verklaren door 'n vonnis van dit Hof of zekere losse goederen, te weten.....door u in beslag genomen op de.....dag van.....19... de genoemde.....ingevolge 'n zekere lastbrief van eksekutie uitgereikt door het genoemde Hof waarbij u de genoemde.....gelast wordt van de losse goederen van een.....zekere sommen gelds in de voormelde lastbrief genoemd te heffen en te verkrijgen, en welke losse goederen geëist wordt door de genoemde

to levy and raise certain sums of money in the said writ mentioned, and which movable property is claimed by the said..... as being his property, and not liable to such execution, be or be not the property of the said.....and be or be not so liable; and serve as well upon the said..... as upon the said.....a copy of this summons, and return you on the said.....day of....., 19....., what you have done on this summons.

.....
Clerk of the Court.

(*Conclusion.*)

No. 34.—Security under Order No. VI, Rule 8 (2).

(*Heading.*)

Whereas the said plaintiff on the.....day of....., 19....., recovered judgment in this Court against the said defendant for the sum of £....., together with the sum of £..... for costs;

And whereas under the said judgment execution has been issued and property has been attached;

Now therefore the said plaintiff and L.M., of....., as surety for him, the said plaintiff, hereby severally undertake and bind themselves jointly and severally to the said judgment debtor that if the said judgment is hereafter reversed they will pay the said judgment debtor such amount as may be ascertained to be the damage caused to him by the said judgment and execution, but not to exceed twice the gross proceeds of the sale of such goods in execution.

(*Conclusion.*)

Note.—Where the security is for the repayment of moneys attached by garnishee proceedings, a similar form should be used, the words "refund and make restitution of the gross amount paid by the garnishee" being substituted for the words "pay to the said judgment debtor such amounts," etc.

No. 35.—Summons for Civil Imprisonment.

(*Heading.*)

To C.D., of (*describe the defendant as in the former process*).

You are hereby summoned to appear before this Court, to be holden at....., on the.....day of..... .....o'clock in the .....noon to show why a decree of civil imprisonment should not be made against you at the suit of E.F., of (*describe the plaintiff as in the former process*) in respect of the non-payment of the sum of.....(*insert the joint amount of debt and costs*) recovered against you by the said E.F. by a judgment of the said Court bearing date the.....day of .....19....

(*Conclusion.*)

No. 36.—Warrant for Civil Imprisonment.

(*Heading.*)

To the Messenger of the Court and to the
Keeper of the Gaol at.....

These are to command you, the said Messenger of the Court, to take C.D., of (*describe as in the last preceding form*), and deliver him to the Keeper of the Gaol of the district aforesaid, together with this warrant, there to be safely kept until he shall have paid to E.F., of (*describe the plaintiff as in the summons aforesaid*), the sum of £..... (parcel of the sum of £.....) which the said E.F. recovered for his debt and costs by judgment of this Court bearing date the.....day of..... 19....., or until the expiration of.....from the day on which the said C.D. shall be received into or retained in the said prison by virtue of this warrant, whichever of the two shall first happen, or until the said C.D. shall be otherwise legally discharged.

(*Conclusion.*)

No. 37.—Affidavit in support of Application for a Garnishee Order.

(*Heading.*)

A.....B....., of....., duly sworn, states:—

1. That he is the above-named Judgment Creditor (*or*, that he is duly authorized by the above-named Judgment Creditor to act for him in this matter).

2. The Judgment Creditor has obtained judgment against the Judgment Debtor in this Court (*or*, in the Magistrate's Court for the District of....., a certified copy of which judgment is hereto annexed marked "A") on the .....day of ....., 19....., in an action numbered..... for the sum of £..... and costs amounting to £.....

3. The said judgment is still unsatisfied to the amount of £.....

4. The Garnishee resides (*or*, carries on business as a ....., *or*, is employed as.....) at No..... Street..... within the District of this Court and is indebted to the Judgment Debtor in the sum of £..... (*or*, in an amount to the Petitioner unknown) for (*set out the cause of the debt*) (not) being for salary or wages.

5. The said debt is owing this the.....day of.....19.....

(*If the debt is for salary or wages.*)

6. The Judgment Debtor will, after the execution of the order herein sought, have a sufficient income, i.e. £..... per month, arising from (*set out the source of such income*).....to maintain himself and those dependent upon him, i.e. (*set out the numbers and relationship to the Judgment Debtor of his dependents*).....

(*Conclusion.*)

Note.—If attachment of future or accruing earnings is sought, the affidavit should contain paragraphs 1, 2, 3, 4 (modified to meet the circumstances).

.....als zijnde zijn eigendom en niet onderhevig aan zodanige eksekutie, zijnde of zijnde niet het eigendom van de genoemde.....en zijnde of zijnde niet alzo onderhevig en dien zowel op de genoemde..... .....als op de genoemde.....'n kopie van deze dagvaarding en keer u terug op de genoemde .....dag van.....19... wat u op deze dagvaarding gedaan heeft.

.....
Klerk van 't Hof.

(*Slotformule.*)

No. 34.—Borgtocht onder Order No. VI, Regel 8 (2).

(*Hoofd.*)

Nademaal aan genoemde eiser op de.....dag van..... 19.....bij vonnis tegen verweerder voormeld de som van £..... benevens de som van £.....als onkosten toegewezen werden:

En nademaal ingevolge dat vonnis een lastbrief van exekutie uitgereikt en goederen in beslag genomen werden:

Zo is het dat genoemde eiser en L.M. van.....als diens borg, zich bij deze gezamenlik en afzonderlik jegens de vonnisschuldenaar voormeld verbinden om, ingeval bedoeld vonnis mocht worden te niet gedaan, aan de vonnis-schuldenaar, zodanig bedrag te betalen, als waarop de schade, hem door de tenuitvoerlegging van het vonnis berokkend, mocht worden begroot, zullende echter dat bedrag niet meer mogen bedragen dan tweemaal de brutoopbrengst van de in exekutie verkochte goederen.

(*Slotformule.*)

N.B.—Wanneer zekerheid gesteld wordt voor de terugbetaling van gelden, die ingevolge een schuldbeslagorder in beslag genomen zijn, moet een soortgelijk formulier worden gebruikt, zullende de woorden aan de vonnis-schuldenaar zodanig bedrag te betalen als, enz., worden vervangen door "het bruto-bedrag door de derdeschuldenaar betaald, terug te betalen."

No. 35.—Dagvaarding tot Gijzeling.

(*Hoofd.*)

Aan C.D. (*beschrijf verweerder als in de vroegere procesakte*).

Gij wordt bij deze gedagvaard om te verschijnen voor dit Hof zitting houdende te.....of de.....dag van eerstvolgende te.....ure des.....om redenen aan te voeren waarom geen bevel tot gijzeling tegen u zal worden verleend ten verzoeke van E.F. van (*beschrijf de eiser als in de vroegere procesakte*) wegens niet-betaling van de som van.....(*vermeld het gezamenlik bedrag van schuld en onkosten*) waarin u ten behoeve van genoemde E.F. veroordeeld werd bij vonnis van voormeld Hof gedateerd de.....dag van.....19....

(*Slotformule.*)

No. 36.—Lastbrief tot Gijzeling.

(*Hoofd.*)

Aan de Gerechtsbode en aan de Cipier
van de Gevangenis te.....

Bij deze wordt gij, voormelde Gerechtsbode, gelast om C.D., van..... (*beschrijf verweerder als in voorgaand formulier*) te vatten en, tezamen met deze lastbrief af te leveren aan de cipier van de Gevangenis van het distrikt voormeld om aldaar in verzekerde bewaring te worden gehouden totdat hij betaald zal hebben aan E.F., van (*beschrijf eiser als in voorgaande dagvaarding*) de som van £..... (zijnde een gedeelte van de som van £.....), die genoemde E.F., ter zake van zijn vordering en kosten bij vonnis van dit Hof gedateerd de.....dag van.....19.... verhaalde of tot het verstrijken van .....vanaf de dag waarop genoemde C.D. uit krachte van deze lastbrief in bedoelde gevangenis zal zijn ontvangen of vastgehouden, naar gelang welke van de twee gebeurtenissen het eerst zal plaatsgrijpen of totdat genoemde C.D. op andere wijze wettelik zal zijn ontslagen.

(*Slotformule.*)

No. 37.—Beëdigde Verklaring tot Staving van Verzoek om een Schuldbeslagorder.

(*Hoofd.*)

A.....B....., van.....behoorlik beëdigd, verklaart:—

1. Dat hij bovengenoemde vonnis-schuldeiser is (*of* dat hij door bovengenoemde vonnis-schuldeiser gemachtigd is om namens hem in deze te handelen).

2. De vonnis-schuldeiser heeft op de.....dag van..... 19...., in een zaak genummerd.....tegen de vonnis-schuldenaar vonnis verkregen in dit Hof (*of* in het Magistraatshof van het Distrikt....., van welk vonnis een gecertificeerd afschrift, gemerkt "A" hieraan gehecht is) voor de som van £....., benevens kosten ten bedrage van £.....

3. Bedoeld vonnis is nog onvoldaan wat betreft het bedrag van £.....

4. De derde-schuldenaar woont (*of* drijft bezigheid als..... .....*of* is in dienstbetrekking als.....) in No..... straat.....binnen het rechtsgebied van dit Hof en is aan de vonnis-schuldenaar een vordering verschuldigd van £..... (*of* van een aan applikant onbekend bedrag) voor (*vermeld de schuldoorzaak*) (niet) zijnde salaris of arbeidsloon.

5. De vordering voormeld is opeisbaar op deze de..... dag van.....19....

(*Wanneer de vordering is wegens salaris of arbeidsloon.*)

6. De vonnis-schuldenaar zal, na voldoening van de bij deze gevraagde order, een voldoend inkomen hebben, namelik £..... per maand, voortvloeiende uit (*vermeld de bron van zodanig inkomen*).....om zich en zijn aanhorigen (*vermeld het getal en de betrekking van de vonnis-schuldenaar tot zijn aanhorigen*) te onderhouden.

(*Slotformule.*)

N.B.—Wanneer de inbeslagneming van toekomstige of opkomende verdiensten verlangd wordt, moet de beëdigde verklaring paragrafen 1, 2, 3, 4 (gewijzigd naar gelang van de omstandigheden) bevatten.

No. 38.—Garnishee Order.

(*Heading.*)

Whereas it has been made to appear to the above Court that the Garnishee is indebted to the Judgment Debtor and that the debt is now due and is not for salary or wages; *or*, that the debt is now due and that the Judgment Debtor will, after the execution of this order, have a sufficient balance of income to maintain himself and those dependent upon him:

It is ordered:

That all debts owing by the Garnishee to the Judgment Debtor to an amount not exceeding £..... be attached to answer a judgment recovered against the Judgment Debtor by the Judgment Creditor in the.....Court on the..... day of.....19..... for the sum of £..... on which judgment the sum of £..... remains due and unpaid.

That the Garnishee do pay to the Messenger of this Court the said sum of £..... together with £..... the costs hereof (but not exceeding in all the sum of £.....) out of his said debts to the Judgment Debtor, *or*, failing such payment, that the Garnishee appear before this Court on the..... day of.....19..... at .....o'clock in the .....noon, then and there to show cause why he should not pay the same.

Dated at.....this.....day of..... 19..... at .....hours .....minutes in the .....noon.

By order of the Court.

.....
Clerk of the Court.

.....
Attorney for Judgment Creditor.

To the Above-named Garnishee.—If the debt due by you to the above-named Judgment Debtor was not owing *both* at the day and hour above mentioned, *and* at the time when this Order was served upon you, you should appear at the Court and prove the facts. If you do not appear, you may be compelled to pay the debt twice over.

To the Above-named Judgment Debtor.—If the judgment against you has been satisfied or is, for any reason, no longer operative against you, or if the debt is due to you for salary or wages and its attachment will not leave you a sufficient amount to enable you to maintain yourself and those dependent on you, you should appear at the Court and prove the facts, but you cannot be heard on any other point.

Note.—If the order is for the attachment of future or accruing earnings, the words "moneys to become due" should be substituted for "debts owing" in the eighth line; and in the fourteenth line, after "Court," there should be inserted "on the.....day of each and every month (*or* week) hereafter the sum of £..... until"; and in the fifteenth line, after "hereof," there should be inserted "shall have been discharged."

No. 39A.—Agreement not to Appeal.

(*Heading.*)

We (the respective attorneys of) the above-named plaintiff and defendant, do hereby agree, under the provisions of section *seventy-one* of the Magistrates' Court Proclamation No..... of 192..., that the decision of the above-named Court in the above-named action shall be final.

(*Conclusion.*)

No. 39B.—Security for Respondent's Costs on Appeal.

(*Heading.*)

Whereas the said A.B. by judgment of this court on the .....day of.....19.... recovered against the said C.D. the sum of £....., together with the sum of £....., for costs;

And whereas the said C.D. intends to note an appeal to..... court against the said judgment;

Now, therefore, the said C.D. and E.F. of.....and G.H. of.....as surety/sureties and co-principal debtor(s) for him, the said C.D., hereby undertake and bind themselves jointly and severally in the sum of £20/5 for any liability which may arise by way of costs of the said A.B. by reason of the said appeal.

(*Conclusion.*)

Surety/sureties approved.

.....Clerk of the Court.

No. 40.—Notice of Abandonment of Part of Claim, etc.

(*Heading.*)

Take Notice that the plaintiff (*or* defendant) hereby abandons the undermentioned claim (*or* objection, exception, defence, *as the case may be*) set up by him in his summons (*or* plea, reply, etc., *as the case may be*).

Particulars:—

(*Conclusion.*)

No. 38.—Schuldbeslagorder.

(*Hoofd.*)

Nademaal ten genoegen van bovengenoemd Hof bewezen is dat de derde-schuldenaar een vordering verschuldigd is aan de vonnis-schuldenaar en
dat de vordering tans opeisbaar is en niet is voor salaris of arbeidsloon; *of* dat de vordering tans opeisbaar is en dat de vonnis-schuldenaar, na voldoening van deze order, een voldoend inkomen zal hebben om zich en zijn aanhoringen te onderhouden;

Zo wordt bevolen:

Dat alle door de derde-schuldenaar aan de vonnis-schuldenaar verschuldigde vorderingen tot een bedrag van ten hoogste £..... zullen worden in beslag genomen ter voldoening van een vonnis tegen de vonnis-schuldenaar ten behoeve van de vonnis-schuldeiser gewezen in het.....Hof op de.....dag van .....19.... voor de som van £....., op welk vonnis de som van £..... nog onbetaald is.

Dat de derde-schuldenaar aan de Bode van dit Hof voormelde som van £....., tezamen met £..... kosten in deze (maar niet in geheel de som van £..... te bovengaande), betale uit de vorderingen door hem aan de vonnis-schuldenaar verschuldigd, of, bij gebreke van zodanige betaling, dat de derde-schuldenaar voor dit Hof verschijne op de.....dag van.....19.... te.....ure des.....om aldaar redenen aan te voeren, waarom hij niet alzo betaling zal doen.

Gedagtekend heden de.....dag van.....19.... te.....ure.....minuten des.....

Op Bevel van het Hof.

.....
Klerk van 't Hof.

.....
Prokureur voor Vonnis-schuldeiser.

Aan Bovengenoemde Derde-schuldenaar.—Wanneer de vordering door u aan bovengenoemde vonnis-schuldenaar niet opeisbaar was *zowel* op de dag en het uur voormeld *als* op het tijdstip waarop deze Order op u gediend werd, behoort gij voor het Hof te verschijnen en de feiten te bewijzen. Indien gij niet verschijnt, kunt gij genoodzaakt worden om de vordering tweemaal te betalen.

Aan Bovengenoemde Vonnis-schuldenaar.—Wanneer het tegen u gewezen vonnis voldaan is, of, om welke reden ook, niet meer van kracht is tegen u, of wanneer de vordering aan u verschuldigd is wegens salaris of arbeidsloon en de inbeslagneming daarvan u geen voldoend bedrag zou laten om u zelf en uwe aanhorigen te onderhouden, dan behoort gij voor het Hof te verschijnen en de feiten te bewijzen; maar gij kunt op geen ander punt worden gehoord.

N.B.—Wanneer de order strekt tot inbeslagneming van toekomstige of opkomende verdiensten, worden de woorden "verschuldigde vorderingen" in de negende en tiende regels vervangen door de woorden "verschuldigd wordende vorderingen," en de woorden "op de.....dag van iedere maand (*of* week) na deze de som van £..... betale totdat voormelde som van £..... te zamen met £.....kosten in deze zullen zijn voldaan" in de plaats gesteld van de woordon "voormelde som" in regel zestien tot en met het woord "betale" in regel achttien.

No. 39A.—Overeenkomst om niet te Appelleren.

(*Hoofd.*)

Wij (de respektieve prokureurs van) de bovengenoemde eiser en verweerder, komen bij deze, onder de bepalingen van artikel *een en zeventig* van de Magistraatshoven Proklamatie No.... van 192... overeen, dat de uitspraak van het Hof voormeld in boven genoemde zaak finaal zal zijn.

(*Slotformule.*)

No. 39B.—Zekerheidstelling voor de Onkosten van Respondent bij Appèl.

(*Hoofd.*)

Nademaal genoemde A.B. bij vonnis van dit Hof, op de..... dag van.....19... tegen genoemde C.D. gewezen, de som van £..... ..... benevens de kosten ten bedrage van £..... toegekend werden;

En nademaal genoemde C.D. van voornemens is tegen genoemd vonnis bij het.....Hof appèl aan te tekenen;

Zo is het dat genoemde C.D. en E.F. van..... en G.H. van.....als borg(en) en ko-principale schuldenaar(s) van genoemde C.D. zich bij deze gezamenlik en afzonderlik verbinden in de som van £20/5 voor elke verbintenis wat bij wijze van kosten van de genoemde A.B. ten opzichte van genoemd appèl mogen ontstaan.

(*Slotformule.*)

Borg(en) goedgekeurd,

.....
Klerk van het Hof.

No. 40.—Kennisgeving van Afstand van Gedeelte van Vordering, enz.

(*Hoofd.*)

Neem Kennis dat eiser (*of* verweerder) bij deze afstand doet van ondervermelde vordering (*of* objektie, exceptie, verdediging, *naar het geval mocht zijn*) door hem in zijn dagvaarding (*of* antwoord, repliek, enz., *naar het geval mocht zijn*) ingesteld.

Biezonderheden:—

(*Slotformule.*)

No. 41.—Commission *de bene esse*.
(*Heading.*)

To.....

of.....

GREETING.

Under and by virtue of the authority vested in me by section *forty-two* of Proclamation No..... of 1922, I do hereby commit to you full power and authority as a Commissioner of this Court to examine G..... H....., of..... (and such other witnesses as either of the parties to this suit may desire to call) and to take the evidence on oath of the said witness(es) in the above suit now pending in this Court.

Given under my hand at.....this.....day of.....19.....

.....

(*Assistant*) *Magistrate.*

No. 42.—Request to Inspect Record.

Magistrate's Court,

District of.....19.....

Space for Revenue Stamps.

I apply to inspect Record No.....

(*or if the applicant does not know the Registered No.*)

I apply to inspect the record of the case between

.....Plaintiff,

and.....Defendant,

Search to begin with the month of.....19....

(*Signed*).....

If the applicant is a party to the case, or the attorney of such a party, his capacity should be stated after his signature.

SECOND ANNEXURE.

Table "A."

1. (1) Costs shall be taxed on the ordinary scale unless—

(*a*) the amount is dispute in defended cases exceeds the sum of £100; or

(*b*) the Court has awarded costs on the higher scale;

and in either such event shall be taxed on the higher scale.

(2) For the purpose of computing costs, the expression "amount in dispute" shall mean, where costs are awarded to the plaintiff, the amount or value of the judgment; where costs are awarded to the defendant, the amount or value of the claim; in each case inclusive of interest but exclusive of costs.

(3) Where the amount in dispute is not apparent on the face of the proceedings, costs shall be computed at the lower rate; but the Court may, on the application of either party, assess the amount in dispute.

(4) Claims for ejectment shall be computed at two months' rent of the premises.

(5) The rate at which costs are computed shall not be increased by reason of any claim for confirmation of any interdict or other interlocutory order.

2. (1) Fees to counsel shall be allowable on taxation only in cases where costs are taxable on the higher scale.

(2) Fees to counsel may not be allowed on taxation unless payment of them is vouched by the signature of counsel.

3. (1) Where the amount allowed for an item is specified, the amount is inclusive of all necessary copies, attendances, and services (other than services through the messenger) in connection therewith.

(2) Where the amount allowed for an item is left blank—

(*a*) the drawing of documents shall be allowed at 2s. for the first folio and 6d. for each following;

(*b*) copies for filing and service shall also be allowed;

(*c*) service shall be allowed at 2s. 6d. for each necessary service;

(*d*) where any document appears to the Court to be unnecessarily prolix, the Court may disallow all or any part of the charge therefor.

(3) A folio is 100 written or printed words or figures.

(4) The charge allowed for copying or perusing, where allowable, is 6d. per folio.

(5) Where there are more defendants than one, 2s. 6d. shall be added for each additional defendant, not exceeding eight in all, to each of the items Nos. 1, 2, 5, 9, 29, 42, 44, 46, 55, 56, 58, and 59.

(6) Where the judgment is payable by instalments, 5 per cent. shall be allowed as a fee for collection on each instalment.

4. "Demand" means a notice in writing to the debtor from the creditor's attorney, sent to the debtor in one or other of the manners provided for service of process or notice (including registered post, without restriction as to locality or postal address) demanding payment of the debt within a reasonable time thereafter, whether such demand was or was not required by law before action.

No. 41.—Rogatore Kommissie.
(*Hoofd.*)

Aan.....

te.....

SALUUT,

Ingevolge en uit krachte van de bevoegdheid mij toegekend bij artikel *twee-en-veertig* van Proklamatie No..... van 1922, verleen ik bij deze aan u de volle macht en bevoegdheid om als Kommissaris van dit Hof G..... H..... van..... (en zulke andere getuigen als de een of andere partij in deze zaak mocht willen oproepen) te verhoren en de verklaringen van genoemde getuige(n) in voormelde tans in dit Hof hangende zaak onder ede af te nemen.

Aldus gedaan te.....op heden de.....dag van .....19....

.....

(*Assistent*) *Magistraat.*

No. 42.—Verzoek om Inzage van Stukken te mogen nemen.

Magistraatshof,

Distrikt.....19....

Plaats voor Inkomstzegels.

Ik verzoek bij deze inzage van Akte No.....

(*of, indien de applikant het Registernummer niet kent*)

Ik verzoek bij deze inzage van de akten in de zaak tussen

.....Eiser.

en.....Verweerder.

Opzoeking aan te vangen met de maand.....19....

(*Getekend*).....

(*Wanneer de applikant partij in de zaak is, of de prokureur van zodanige partij, moet zijn hoedanigheid na zijn handtekening worden vermeld.*)

TWEEDE AANHANGSEL.

Tabel "A."

1. (1) Kosten worden getakseerd volgens de gewone schaal tenzij:—

(*a*) het bedrag in geschil bij verdedigde zaken de som van £100 te boven gaat; of

(*b*) het hof kosten volgens de hogere schaal heeft toegekend; zullende zij in elk van die gevallen volgens de hogere schaal getakseerd worden.

(2) Ter berekening van de kosten, betekent de uitdrukking "bedrag in geschil" wanneer de kosten aan de eiser toegekend worden, het bedrag of de waarde van het vonnis; wanneer de kosten aan de verweerder toegekend worden, het bedrag, of de waarde van de eis; in ieder geval met inbegrip van rente, doch met uitsluiting van kosten.

(3) Wanneer het bedrag in geschil niet uit de stukken blijkt, worden de kosten volgens de lagere schaal berekend; doch het hof kan op applikatie van een van de partijen het bedrag in geschil vaststellen.

(4) Vorderingen tot ontruiming moeten worden berekend tegen twee maanden huur van het perceel.

(5) De schaal waarop kosten berekend worden wordt niet verhoogd tengevolge van een eis voor bekrachtiging van een interdikt of andere interlokutaire order.

2. (1) Honoraria aan advokaten kunnen alleen dan bij taksatie worden toegestaan, wanneer de kosten volgens de hogere schaal takseerbaar zijn.

(2) Honoraria aan advokaten mogen bij taksatie slechts worden toegestaan wanneer de betaling ervan bevestigd is door de handtekening van de advokaat.

3. (1) Wanneer het bedrag toegestaan voor een post opgegeven is, dan sluit het bedrag in alle benodigde afschriften, opwachtingen en dieningen (niet zijnde dieningen door de bode) in verband daarmee.

(2) Wanneer het bedrag toegestaan voor een post opengelaten is dan—

(*a*) wordt het optrekken van dokumenten toegestaan tegen 2s. voor de eerste foliobladzijde en 6d. voor elk volgende;

(*b*) worden afschriften voor inlevering en voor diening ook toegestaan;

(*c*) wordt diening toegestaan tegen 2s. 6d. voor elke nodige diening;

(*d*) wanneer een dokument naar het oordeel van 't hof nodeloos langdradig is, kan het hof het in rekening gebrachte loon geheel of ten dele schrappen.

(3) Een foliobladzijde is 100 geschreven of gedrukte woorden of cijfers.

(4) Voor 't maken van afschriften of 't doorlezen wanneer zulks toegestaan is, kan 6d. per folio berekend worden.

(5) Wanneer er meer dan een verweerder is wordt bij elk van de fooien onder Nos. 1, 2, 5, 9, 29, 42, 44, 46, 55, 56, 58, 59 de som van 2s. 6d. gevoegd voor iedere verdere verweerder, acht in 't geheel niet te boven gaande.

(6) Wanneer het bedrag van het vonnis in paaiementen betaalbaar is, wordt vijf percent toegestaan als invorderingsfooi op elk paaiement.

4. "Aanmaning" betekent een aanschrijving aan de schuldenaar van de prokureur van de schuldeiser, aan de schuldenaar verzonden op een van de wijzen voorzien voor diening van processtukken of kennisgeving (met inbegrip van aangetekende brieven, zonder beperking wat betreft plaats of postadres) waarbij de betaling van de schuld binnen een redelike tijd daarna gevorderd wordt, onverschillig of zodanige aanmaning al dan niet wettelik vereist is voordat de rechtsvordering ingesteld wordt.

No. 1.—Undefended Actions.

1. Summons:—			
(*a*) If without "demand"	£0	5	0
(*b*) If after "demand"	0	10	0
2. Judgment	0	10	0

Note.—Where the matter in issue exceeds £50, the fees under 1 and 2 shall be increased by one-fourth for every £50 or part of £50 exceeding the first £50.

No. 2.—Defended Actions.

Ordinary Fees.

Item.	Amount. Ordinary Scale.			Higher Scale.		
3. Instructions to sue or defend	£0	5	0	£0	5	0
4. Demand	0	5	0	0	5	0
5. Summons	0	5	0	0	10	0
6. Appearance	0	5	0	0	5	0
7. Claim in reconvention	0	5	0	0	7	6
8. Plea	0	5	0	0	5	0
9. Reply	0	2	6	0	5	0
10. Request for further particulars	0	5	0	0	5	0
11. Further particulars		—			—	
12. Consent to adjournment or extension of time	0	5	0	0	5	0
13. Attendance applying for costs on notice of discontinuance	0	5	0	0	5	0
14. Schedule of documents	0	5	0	0	5	0
15. Production of documents for inspection	0	2	6	0	2	6
16. Inspecting documents	0	2	0	0	2	0
17. Subpœna (not more than one for each four witnesses called)	0	2	6	0	2	6
18. Each copy for service	0	1	0	0	1	0
19. Notice to produce	0	2	6	0	2	6
20. Interrogatories		—			—	
21. Taking proofs of witnesses (each)	0	2	6	0	5	0
22. Notice of trial	0	2	6	0	2	6
23. Attending court when action in list for trial, but adjourned	0	5	0	0	7	6
24. Attending court on trial (whether counsel employed or not), for each day or part thereof	1	1	0	2	2	0
25. Attending court to hear reserved judgment	0	5	0	0	5	0
26. Letters, etc.	0	5	0	0	10	0
27. Agreement not to appeal	0	5	0	0	5	0

Objections, Exceptions, etc.

28. Particulars of:—			
(*a*) Objections and exceptions	£0	5	0
(*b*) Special defences and grounds of stay	0	5	0
Attending Court on hearing	1	0	0
29. Notice of set-down	0	5	0
30. Attending court on hearing	1	0	0

Applications for Summary Judgment.

31. Inclusive fee (covering all matters incidental to application)	1	1	0

Interlocutory Application.

32. Application	0	5	0
33. Service (each)	0	2	6
34. Attending on hearing	0	10	0

No. 3.—Miscellaneous.

(1) *Arrest, Interdict, Garnishee, and other* ex parte *Orders.*

35. Instructions	0	5	0
36. Affidavit	0	5	0
37. Attendance applying *ex parte*	0	5	0
38. *Ex parte* order	0	2	6
39. Copy order and affidavit for each service	0	2	6
40. Instructions to show cause against	0	5	0
41. Perusing documents served	0	5	0
42. Notice of application to show cause and service (if necessary)	0	5	0
43. Attendance on return of order—			
(*a*) If contested (hearing fee as on the trial of an action).			
(*b*) If uncontested	0	10	0

Application for Civil Imprisonment.

44. Summons	0	5	0
45. Attending Court on hearing	0	10	0
46. Warrant of arrest	0	5	0

Interpleader Summons.

47. Summons	0	5	0
48. Copies of service (each)	0	1	0
49. Affidavits	0	2	6
50. Perusing affidavits	0	2	6
51. Attending Court on trial of interpleader issue (hearing fee as on the trial of an action).			

Application to review Judgment or Order.

52. Instructions and searching record	0	10	0
53. Application and service	0	10	0
54. Attending Court on hearing—			
(*a*) If uncontested	0	5	0
(*b*) If contested (hearing fee as on the trial of an action).			

Taxation of Costs.

55. Bill of costs; Notice of taxation and service; Attending taxation	0	5	0
56. Notice of application for review of taxation and service	0	3	0
57. Attending on review of taxation	0	5	0

No. 1.—Onverdedigde Zaken.

1. Dagvaarding:—			
(*a*) Indien zonder "aanmaning"	£0	5	0
(*b*) Indien na "aanmaning"	0	10	0
2. Vonnis	0	10	0

Noot.—Wanneer de zaak in geding £50 te boven gaat, worden de fooien onder 1 en 2 met een vierde vermeerderd voor iedere £50 of ieder deel van £50 boven de eerste £50.

No. 2.—Verdedigde Zaken.

Gewone Fooien.

Post.	Bedrag. Gewone Schaal.			Hogere Schaal.		
3. Instrukties om te dagvaarden of te verdedigen	£0	5	0	£0	5	0
4. Aanmaning	0	5	0	0	5	0
5. Dagvaarding	0	5	0	0	10	0
6. Verschijning	0	5	0	0	5	0
7. Eis in rekonventie	0	5	0	0	7	6
8. Antwoord	0	5	0	0	5	0
9. Repliek	0	2	6	0	5	0
10. Verzoek om nadere biezonderheden	0	5	0	0	5	0
11. Nadere biezonderheden		—			—	
12 Toestemming tot verdaging of tijdsverlenging	0	5	0	0	5	0
13. Opwachting om voor kosten aanzoek te doen na kennisgeving van staking	0	5	0	0	5	0
14. Lijst van dokumenten	0	5	0	0	5	0
15. Overlegging van dokumenten ter inzage	0	2	6	0	2	6
16. Inzage van dokumenten	0	2	0	0	2	0
17. Subpœna (niet meer dan een voor elke vier opgeroepen getuigen)	0	2	6	0	2	6
18. Ieder afschrift voor diening	0	1	0	0	1	0
19. Kennisgeving om over te leggen	0	2	6	0	2	6
20. Vraagpunten		—			—	
21. Afnemen van getuigeverklaringen (elke)	0	2	6	0	5	0
22. Kennisgeving van verhoor	0	2	6	0	2	6
23. Opwachting bij het Hof wanneer geding op de rol is voor verhoor doch uitgesteld wordt	0	5	0	0	7	6
24. Opwachting bij het Hof bij verhoor (hetzij een advokaat geëmployeerd wordt of niet) voor iedere dag of deel daarvan	1	1	0	2	2	0
25. Opwachting bij het Hof om gereserveerd vonnis te horen uitspreken	0	5	0	0	5	0
26. Brieven, enz.	0	5	0	0	10	0
27. Overeenkomst om niet te appelleren	0	5	0	0	5	0

(2) *Objekties, Excepties, enz.*

28. Biezonderheden van:—			
(*a*) Objekties en Excepties	£0	5	0
(*b*) Speciale verweermiddelen en gronden van staking	0	5	0
29. Kennisgeving van ter rolle plaatsing	0	5	0
30. Opwachting in 't Hof bij verhoor	1	0	0

(3) *Applikaties voor Summier Vonnis.*

31. Volle fooi (voor alle verrichtingen in verband met de applikatie)	1	1	0

(4) *Interlokutaire Applikatie.*

32. Applikatie	0	5	0
33. Diening (elke)	0	2	6
34. Opwachting bij verhoor	0	10	0

No. 3.—Gemengde Onderwerpen.

(1) *Arrest, Interdict, Schuldbeslag en andere* ex parte *Orders.*

35. Instrukties	0	5	0
36. Beëdigde verklaring	0	5	0
37. Opwachting en verband met *ex parte* applikatie	0	5	0
38. *Ex parte* order	0	2	6
39. Afschrift order en beëdigde verklaring voor iedere diening	0	2	6
40. Instrukties om redenen aan te tonen tegen	0	5	0
41. Inzage van gediende dokumenten	0	5	0
42. Kennisgeving van applikatie om redenen aan te tonen en diening (indien vereist)	0	5	0
43. Opwachting op dienende dag van order:—			
(*a*) Indien betwist (verhoorfooi als bij behandeling van aktie).			
(*b*) Indien onbetwist	0	10	0

(2) *Applikatie voor Ingijzelingstelling.*

44. Dagvaarding	0	5	0
45. Opwachting in 't Hof bij verhoor	0	10	0
46. Lastbrief tot ingijzelingstelling	0	5	0

(3) *Tussenpleit Dagvaarding.*

47. Dagvaarding	0	5	0
48. Afschriften voor diening, elk	0	1	0
49. Beëdigde verklaringen	0	2	6
50. Doorlezen van beëdigde verklaringen	0	2	6
51. Opwachting in 't Hof bij 't verhoor van tussenpleit geschil (verhoorfooi als bij 't verhoor van een aktie).			

(4) *Applikatie voor herziening van Vonnis of Order.*

52. Instrukties en nagaan van de stukken van 't geding	0	10	0
53. Applikatie en diening	0	10	0
54. Opwachting in 't Hof bij verhoor:—			
(*a*) Indien onbetwist	0	5	0
(*b*) Indien betwist (verhoorfooi als bij de behandeling van een aktie).			

(5) *Taksatie van Kosten.*

55. Kostenrekening; Kennisgeving van taksatie en diening; Opwachting bij taksatie	0	5	0
56. Kennisgeving van applikatie voor herziening van taksatie en diening	0	3	0
57. Opwachting bij herziening van taksatie	0	5	0

Execution.

58. Issue of warrant of execution, ejectment, arrest, delivery up of possession, etc. (inclusive fee)	£0	5	0
59. Security for restitution, where necessary	0	5	0

No. 4.—Where Counsel is Employed.

60. Instructions for brief on interlocutory application ...	0	10	0
61. Instructions for brief on trial	1	0	0
62. Drawing brief on application	0	10	0
63. Drawing brief on trial	2	0	0

No. 5.—Fees to Counsel.

64. With brief, not to exceed	5	5	0
65. In any Court held more than 25 miles from the nearest town where a provincial or local division (other than a Circuit Court) of the Supreme Court sits or more than 5 miles from the nearest railway station, there may be allowed, by special order of the Court, a travelling fee (in addition to the fee on brief) not exceeding	3	3	0
66. On consultation, if the fee was marked on the brief when delivered and the consultation was necessary	1	1	0
67. For every day exceeding one on which evidence is taken or argument heard, a refresher not exceeding	3	3	0
68. Where trial is adjourned upon payment of the costs of the day, as part of such costs (only by the party requesting such adjournment)	1	1	0
69. Drawing pleadings	1	1	0

No. 6.—Native Appeal Court.

70. For copying the record, for every 100 words	0	0	6
71. For conducting case in Court, to include all charges of attorney in Appeal Court, except drawing bill of costs and attending on taxation of same ... ... Note.—The Court may in its discretion increase the fee to an amount not exceeding six guineas.	3	3	0
72. Bill of costs, notice of taxation, and service and attending taxation	0	5	0
73. For all other local attorney's charges according as the clerk of the court may consider reasonable, if not specially decided by him	1	1	0

Table "B."

Tariff for the Messenger of the Court.

1. Service (or attempted) of summons, subpœna, notice, order, or other document whether by registered post or otherwise, not being a document mentioned in item 3 ... ... (To include registration, return, and notice to party suing.)	0	3	0
2. (1) Travelling allowance (per hour or part of an hour)	0	3	0
(2) (*a*) Unless the railway is the least expensive mode of travelling which circumstances permit consistent with due expedition, 6 miles shall be allowed to the hour.			
(*b*) If the railway is the least expensive mode of travelling which circumstances permit consistent with due expedition, there shall be allowed the time occupied by the fastest train between the two stations concerned, plus one hour for every 6 miles between the place of service and the nearest station and plus, further, one hour.			
3. For the execution of any warrant, interdict, or garnishee order	0	5	0
(*a*) This fee shall, in all cases, include registration and return and notice to the party issuing; and shall be payable by the execution creditor on the lodgment of the process with the Messenger, and shall not be recoverable by him from the Messenger if the process is withdrawn or stopped or proves abortive.			
(*b*) Where the process is one of arrest or ejectment, a further fee of 10s. 6d. shall be paid after execution for each person beyond one named in the process and in fact arrested, or for each person beyond one named or referred to in the process of ejectment and in fact ejected from separate premises.			
4 (1) Inventory	0	2	6
(2) Additional copy for every judgment debtor beyond one, if actually made, at half the above rate.			
5. Security bond	0	2	6
6. (*a*) Possession, per day or part thereof ... ... (To be reckoned from the hour at which the attachment actually took place to the hour at which possession was given up or removal took place.) Also travelling allowance; to include board in every case.	0	5	0
(*b*) If live stock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.			
(*c*) If the goods are removed and stored, only the cost of removal and storage shall be allowed.			
7. Drawing advertisement for sale	0	2	0

(6) Exekutie.

58. Uitreiking van lastbrief tot exekutie ontruiming, arrest, inbezitstelling, enz. (volle fooi)	£0	5	0
59. Zekerheid voor teruggave, waar vereist	0	5	0

No. 4.—Wanneer een Advokaat Verschijnt.

60. Instrukties voor brief in interlokutaire applikatie ...	0	10	0
61. Instrukties voor brief voor verhoor	1	0	0
62. Optrekken van brief voor applikatie	0	10	0
63. Optrekken van brief voor verhoor	2	0	0

No. 5.—Honoraria van Advokaten.

64. Met brief, niet hoger dan	5	5	0
65. In hoven zitting houdende meer dan 25 mijlen van de dichtstbij gelegen stad waar een Provinciale of Plaatselike Afdeling (niet zijnde een Rondgaand Hof) van het Hooggerechtshof zitting houdt of meer dan 5 mijlen van het dichtsbij gelegen spoorwegstation, kan, bij speciale order van het Hof, een reistoelage toegestaan worden (boven en behalve de fooi voor de brief) van hoogstens	3	3	0
66. Voor konsultatie, als 'n honorarium op de brief aangetekend was bij afgifte ervan en de konsultatie nodig was	1	1	0
67. Voor elke dag, na de eerste, waarop getuigenis afgenomen of argumenten gehoord worden een ververser niet te bovengaande	3	3	0
68. Wanneer verhoor verdaagd wordt tegen betaling van de kosten van de dag, als een deel van zodanige kosten (alleen door de partij die zodanige verdaging verzoekt)	1	1	0
69. Optrekken van pleidooi	1	1	0

No. 6.—Naturellehof van Appel.

70. Voor het kopiëren van de stukken voor iedere 100 woorden	0	0	6
71. Voor 't voeren van 'n zaak in 't Hof, met insluiting van alle chargeringen van prokureurs in 'n Appèlhof uitgezonderd 't opstellen van 'n kostenrekening en 't bijwonen van taksatie daarvan ... ... Nota.—Het hof kan na goedvinden de fooi verhogen tot een bedrag geen zes guinjes te bovengaande.	3	3	0
72. Kostenrekening, kennisgeving van taksatie en diening en bijwoning van taksatie	0	5	0
73. Voor alle andere plaatselike prokureursfooien naardat de klerk van het hof billik acht, zo niet speciaal door hem vastgesteld	1	1	0

Tabel "B."

Tarief voor de Bode van het Hof.

1. Diening (of poging daartoe) van dagvaarding, subpoena, kennisgeving, order of ander dokument, hetzij per aangetekende brief of anderszins niet zijnde een dokument onder post 3 genoemd ... ... (Hierin wordt begrepen aantekening, relaas en kennisgeving aan partij die dagvaardt.)	0	3	0
2. (1) Reistoelage (per uur of deel van een uur)	0	3	0
(2) (*a*) Tenzij de spoorweg de snelste manier van reizen is, die onder de omstandigheden verenigbaar is met bekwame spoed, wordt 6 mijl per uur toegestaan.			
(*b*) Is de spoorweg de snelste manier van reizen, die onder de omstandigheden verenigbaar is met bekwame spoed, dan wordt toegestaan de tijd gebruikt door de snelste trein tussen de twee betrokken stations, *plus* een uur voor elke 6 mijl tussen de plek van diening en het naastbij gelegen station en bovendien *plus* een uur.			
3. Voor de uitvoering van een bevelschrift, lastbrief, interdikt of schuldbeslag order	0	5	0
(*a*) Deze fooi sluit, in alle gevallen, in registratie en relaas en kennisgeving aan de uitreikende partij; ze moet worden betaald door de exekutie-schuldeiser bij aflevering van het stuk aan de Bode en kan niet door hem van de Bode teruggeëist worden als het bevelschrift teruggetrokken of gestaakt wordt of geen gevolg blijkt te hebben.			
(*b*) Wanneer de order is voor arrest of ontruiming moet een verdere fooi van 10s. 6d. betaald worden na uitvoering voor ieder verdere persoon, na de eerste welke in de stukken genoemd en feitelik gearresteerd wordt of voor ieder verdere persoon na de eerste, genoemd of bedoeld wordt in het bevelschrift tot ontruiming en werkelik uit een afzonderlik perceel gezet is.			
4. (1) Inventaris	0	2	6
(2) Additioneel afschrift voor iedere verdere vonnisschuldenaar, na de eerste, indien werkelik gemaakt, tegen de helft van bovenstaand bedrag.			
5. Borgakte	0	2	6
6. (*a*) Bezithouding, per dag of deel daarvan ... ... (Te worden berekend van af het uur waarop de inbeslagneming werkelik plaats vond tot het uur waarop het bezit opgegeven of het goed vervoerd werd.) Alsook reistoelage; insluitende kost in elk geval.	0	5	0
(*b*) Wordt levende have in beslag genomen, dan worden alleen de nodige uitgaven voor 't hoeden en bewaren van het vee toegestaan.			
(*c*) Indien de goederen verwijderd en bewaard zijn, worden slechts de kosten van verwijdering en bewaring toegestaan.			
7. Optrekken van advertentie voor verkoop	0	2	0

8. Where a warrant of execution or garnishee order is paid in full or in part on presentation or moneys are attached in execution against movables, 1 per cent. on the amount so paid or attached.

9. Where the warrant of execution is withdrawn, or the debtor's estate is sequestrated after attachment, but before sale, 1 per cent. on the value of the goods attached.

10. Where the warrant of execution against movables is completed by sale, 2½ per cent. on the amount (not exceeding the amount of the judgment debts and costs) realized.

11. When immovable property has been attached in execution and is not sold, either by reason of the warrant having been withdrawn, or of the estate of the execution debtor having been sequestrated, the expenses in connection with the attempted sale and the sum of £2. 2s. shall be payable to the messenger or to the person in fact authorized to act as auctioneer as the case may be.

12. When an execution against immovable property is completed by sale the following auctioneer's fees shall be allowed on the proceeds of the sale:—

(*a*) If the messenger acted as auctioneer, 1 per cent.

(*b*) If an auctioneer is employed as provided by Order No. XXIV, Rule 10 (5):

(i) to the auctioneer 2 per cent. and
(ii) to the messenger ½ per cent.

13. In addition to the fees allowed by Items Nos. 9 to 12 there shall be allowed the sum actually and reasonably paid by the messenger or the auctioneer employed for printing, advertising, and giving publicity to any sale or intended sale in execution.

14. (1) Travelling allowance shall not be payable unless it is necessary for the messenger to go more than two miles from the court-house.

(2) Where it is necessary for the messenger to go more than such distance in order to discharge any official duty, the travelling allowance prescribed shall be payable for going and returning, and shall be calculated from the court-house at which defendant is summoned to appear.

(3) Travelling allowance includes all the expenses incurred in travelling, e.g. train fares.

(4) Travelling allowance shall be calculated on the basis that the messenger has used the least expensive mode of travelling which the circumstances permit consistent with due expedition.

(5) Travelling allowance shall be calculated on each separate service, except that, where more services than one may be done on the same journey, the distance to the first place of service may be brought into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services.

(6) Travelling allowance may not be charged unless the messenger has, in fact, necessarily travelled the distance in question.

(7) When it is necessary for a Messenger to convey any person under arrest for any distance, any travelling allowance payable to the Messenger in respect of that portion of his journey in which he was accompanied by such person shall be doubled.

15. (1) "Possession" means actual physical possession by a person employed and paid by the Messenger, whose sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.

(2) "Cost of removal" means the amount actually and necessarily disbursed.

(3) "Cost of storage" means the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the Messenger provided the storage, then such an amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.

16. Where the Messenger is in possession under more than one warrant of execution, he may charge for only one possession, and such possession shall, as far as possible, be apportioned *pro rata* to the several warrants; but each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his execution if it had stood alone.

17. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.

18. In addition to the fees prescribed, the Messenger shall be entitled to charge the amount of postage paid by him.

19. The Messenger's fees and expenses of executing a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

8. Wanneer een lastbrief tot exekutie of een skuldbeslagorder in 't geheel of gedeeltelik voldaan wordt bij vertoon of gelden in beslag genomen worden ingeval van tenuitvoerlegging op roerende goederen, 1 percent van het zo voldane of in beslag genomen bedrag.

9. Wordt de lastbrief tot exekutie teruggetrokken of de boedel van de skuldenaar gesekwestreerd na inbeslagneming doch vóór de verkoop, 1 percent van de waarde van de inbeslaggenomen goederen.

10. Wanneer de lastbrief tot exekutie tegen losse goederen gevolgd wordt door verkoping, 2½ percent van het opgebrachte bedrag (niet te bovengaande het bedrag van de vonnisskulden en kosten).

11. Wanneer exekutorial beslag gelegd is op vastgoed en het vastgoed niet verkocht wordt, hetzij omdat de lastbrief teruggetrokken is of de boedel van de exekutie-skuldenaar gesekwestreerd is, dan moet aan de bode of onderscheidenlik aan de persoon die werkelik gemachtigd was als venduafslager op te treden betaald worden de kosten in verband met de gepoogde verkoping en een bedrag van £2. 2s.

12. Wordt een exekutie tegen vastgoed gevolgd door verkoping dan moeten de volgende fooien voor de vanduafslager toegestaan worden op de opbrengst van de verkoping:—

(*a*) Als de bode als venduafslager optrad, 1 percent.
(*b*) Als van de diensten van een venduaflsager gebruik gemaakt wordt volgens de voorzieningen van Order No. XXIV, Regel 10 (5)—

(i) aan de venduafslager 2 percent, en
(ii) aan de bode ½ percent.

13. Boven en behalve de fooien toegestaan bij Posten Nos. 9 tot 12 wordt toegestaan het bedrag werkelik en redelik uitgegeven door de bode of de geëmployeerde venduafslager voor drukwerk, advertenties en bekendmaking van een verkoping of voorgenomen verkoping in exekutie.

14. (1) Reistoelage is niet verschuldigd tenzij het nodig is voor de bode om zich verder dan twee mijl van het hofgebouw te begeven.

(2) Waar het nodig is dat de bode zich in dienst verder dan zodanige afstand, begeeft, wordt de voorgeschreven reistoelage betaald voor de heen- en terugreis en wordt berekend van het hofgebouw, waar verweerder heeft te verschijnen.

(3) De reistoelage sluit in alle uitgaven gemaakt op de reis, b.v. spoorwegkaartjes.

(4) De reistoelage wordt berekend op de grondslag dat de bode van de minst kostbare reisgelegenheid gebruik heeft gemaakt welke onder de omstandigheden met bekwame spoed verenigbaar is.

(5) De reistoelage wordt berekend voor iedere afzonderlik diening, mits, wanneer meer dan een diening op een en dezelfde reis kan worden gemaakt, de afstand tot de eerste plek van diening slechts eenmaal in rekening gebracht kan worden en gelijkelik verdeeld moet worden over de verschillende dieningen en de afstand van de eerste plek van diening naar de overige plekken van diening op gelijke wijze gelijkelik verdeeld moet worden over de overgebleven dieningen.

(6) Reistoelage kan niet in rekening gebracht worden, tenzij de bode inderdaad noodzakelik de betrokken afstand afgelegd heeft.

(7) Wanneer de bode genoodzaakt is, om een persoon onder arrest een zekere afstand te vervoeren, dan wordt de reistoelage, aan de bode toekomende ten opzichte van dat gedeelte van zijn reis waarop hij door zodanige persoon vergezeld was verdubbeld.

15. (1) "Bezithouding" betekent werkelik, lichamelik bezit door een door de bode in dienst genomen en betaald persoon, wiens enig werk is om in het perceel waar de goederen in beslag genomen zijn te blijven en die werkelik in het bezit blijft gedurende het tijdperk dat voor bezithouding berekend wordt.

(2) "Kosten van vervoer" betekent het werkelik en noodzakelik uitgegeven bedrag.

(3) "Kosten van berging" betekent het werkelik en hoofdzakelik uitbetaald bergloon als de goederen bij een derde persoon opgeslagen waren of als de bode de bergplaats verschafte dan zulk een bedrag als in de gewone loop van bezigheid redelik toegestaan zou kunnen worden indien de goederen bij een derde persoon opgeborgen waren.

16. Wanneer de bode bezit houdt krachtens meer dan een lastbrief tot eksekutie, kan hij slechts voor één bezithouding in rekening brengen en zodanige bezithouding moet, zover mogelik, pro rata verdeeld worden over de verschillende lastbrieven; zullende echter ieder eksekutie-skuldeiser gezamenlik en afzonderlik aansprakelik zijn voor zodanige bezithouding tot een bedrag niet te boven gaande hetgeen onder zijn lastbrief tot eksekutie verschuldigd geweest zou zijn indien die de enige geweest was.

17. Fooien welke betaalbaar zijn op de waarde van inbeslaggenomen goederen of op de opbrengst van de verkoping van goederen in eksekutie mogen niet berekend worden op zodanige waarde of opbrengst voor zover dezelve het bedrag van de lastbrief overtreffen.

18. Boven en behalve de voorgeschreven fooien, is de bode gerechtigd het door hem betaalde postgeld in rekening te brengen.

19. De fooien en uitgaven van de bode voor de uitvoering van een skuldbeslagorder moeten worden gevoegd bij het krachtens de order in te vorderen bedrag en worden in rekening gebracht tegen de vonnis-skuldenaar.

Table "C."

TARIFF OF COURT FEES IN THE MAGISTRATES' AND NATIVE APPEAL COURTS.

No.	DOCUMENT.	Amount.
1.	Summons commencing an action :—	
	(1) (*a*) On each £25 or part of £25 of the amount of the claim or the value of the matter in dispute where such value is claimed and stated in the summons...	£0 1 0
	(*b*) Otherwise	0 2 0
	(2) On each claim for ejectment or for confirmation of an interdict or other interlocutory order ...	0 2 0
	To be calculated on each claim in the summons, but not upon any but the largest of any alternative claims.	
2.	Statement of particulars of a claim in reconvention: fees as on a summons commencing an action.	
3.	Any other summons except an interpleader summons at the instance of the messenger...	0 1 0
4.	Notice of application (other than an application for summary judgment)	0 1 0
5.	Order made *ex parte*	0 2 6
6.	Subpœna	0 1 0
7.	Notice of withdrawal, discontinuance, or abandonment of any claim or defence	0 1 0
8.	Request for judgment in an undefended action :— The same fees as were required on the summons commencing the action.	
9.	Notice of application for summary judgment :— Double the fees which were required on the summons commencing the action.	
10.	Notice of trial of any undefended action :— (1) As regards any part of the claim not in dispute : fees at the same rate as required on the summons commencing the action ; (2) As regards any disputed part of the claim : fees at three times the rate required on the summons commencing the action ; and also fees similarly calculated upon the claim in reconvention (if any).	
11.	Warrant for the execution of any judgment, decree, or order	0 1 0
12.	Security bond other than security *de restituendo* ...	0 2 6
13.	Notice of appeal	0 7 6
14.	Request to inspect any record :—	
	(*a*) if the number of the record is given	0 1 0
	(*b*) if the number of the record is not given, for every year required to be searched	0 2 6
15.	Request for a copy of a record to be made by the clerk of the court :—	
	(*a*) for the first 100 words	0 1 0
	(*b*) for each additional 100 words or part thereof ...	0 0 6
	(*c*) in the case of appeals to the Native Appeal Court, a uniform charge per each 100 words of ...	0 0 3
16.	For examining and certifying any copy of a record, for each 100 words ... ... but not to be less than 1s. in any case	0 0 3
17.	Bill of costs : — On each £1 or part of £1 allowed...	0 0 6

1. (1) Anything to the contrary in the Stamp Duties and Fees Act, 1911, notwithstanding, a notice of trial shall be received although the stamps required for any claim in reconvention be not affixed thereto; but no such claim in reconvention shall be tried until the stamps due thereon have been so affixed.

(2) A Clerk of the Court who has omitted to take any such fees shall be liable to pay and make good the amount thereof to the Treasury.

2. (1) Where any dispute arises between the Clerk of the Court and any person desiring to lodge any document as to whether the document is or is not sufficiently stamped, the question shall be referred to the Magistrate, who shall decide the same in a summary manner and record his decision in writing.

(2) The Magistrate's decision shall be final for the purpose of the action or matter in respect to which such document is lodged and shall discharge the Clerk of the Court from any responsibility under clause 1 hereof; but such decision shall be without prejudice to any other rights of any person interested.

3. No charge shall be made for the inspection of the record of any case on the business day next succeeding the day on which judgment was delivered in such case nor to any party to any case at any time before one year after judgment.

Table "D."

FEES TO ASSESSORS, UNDER SECTION *thirty-four* OF THIS PROCLAMATION.

1. For every attendance when the case is wholly or partially heard, a fee in the discretion of the court, not exceeding three guineas per diem.

THIRD SCHEDULE.

FORMS OF OATHS TO BE ADMINISTERED TO VARIOUS OFFICERS.

Magistrate.—Oath of Allegiance.

I, A.B., do sincerely promise and swear that I will be faithful and bear true allegiance to His Majesty the King. So help me God!

Tabel "C."

TARIEF VAN HOFGELDEN IN MAGISTRAATS- EN NATURELLE APPELHOVEN.

Nummer.	DOKUMENT.	Bedrag.
1.	Dagvaarding waarbij zaak aanhangig gemaakt wordt:—	
	(1) (*a*) Voor elke £25 of gedeelte van £25 van het bedrag van de eis op de waarde van het onderwerp in geschil wanneer zodanige waarde in de dagvaarding geëist en opgegeven wordt.	£0 1 0
	(*b*) In andere gevallen	0 2 0
	(2) Voor elke eis tot ontruiming van een perceel of voor bekrachtiging van een interdikt of andere interlokutore order	0 2 0
	Te worden berekend op elke eis in de dagvaarding, doch alleen op de hoogste van alternatieve eisen	
2.	Opgave van biezonderheden van een eis in rekonventie : fooien als voor een dagvaarding waarmee een aktie begint	
3.	Alle andere dagvaardingen behalve tussenpleitdagvaardingen uitgereikt op verzoek van de bode	0 1 0
4.	Kennisgeving van applikatie (niet zijnde een applikatie voor summier vonnis)	0 1 0
5.	Order *ex parte* gemaakt	0 2 6
6.	Subpœna	0 1 0
7.	Kennisgeving van terugtrekking, staking of prijsgeving	0 1 0
8.	Verzoek om vonnis in een onverdedigde zaak :— Dezelfde fooien als vereist waren op de dagvaarding waarmede de zaak begint.	
9.	Kennisgeving van applikatie voor summier vonnis : Tweemaal het bedrag van de fooien, welke vereist waren op de dagvaarding waarmede de zaak begint.	
10.	Kennisgeving van verhoor van een verdedigde aktie : (1) Wat betreft elk deel van de eis, hetwelk niet betwist wordt, fooien van gelijk bedrag als vereist op de dagvaarding waarmede de zaak begint ; (2) Wat betreft elk betwist deel van de eis, fooien van een driemaal groter bedrag dan die welke vereist worden op de dagvaarding waarmede de zaak begint ; en ook fooien op een dergelijke wijze berekend op de eis in rekonventie (zo die er is).	
11.	Lastbrief tot uitvoering van een vonnis, bevel of order	0 1 0
12.	Akte van zekerheid, niet zijnde zekerheid *de restituendo*	0 2 6
13.	Kennisgeving van appèl	0 7 6
14.	Verzoek om inzage van processtukken :—	
	(*a*) als het nummer van de zaak opgegeven wordt ...	0 1 0
	(*b*) als het nummer van de zaak niet opgegeven wordt, voor iedere maand welke doorzocht moet worden	0 2 6
15.	Verzoek om een afschrift van een processtuk door de klerk van het hof te worden gemaakt :—	
	(*a*) voor de eerste 100 woorden	0 1 0
	(*b*) voor iedere verdere 100 woorden of deel daarvan	0 0 6
	(*c*) in het geval van appèlzaken naar 'n naturellehof van appèl, 'n uniforme chargering voor iedere 100 woorden van	0 0 3
16.	Voor 't nagaan en waarmerken van een afschrift van een processtuk voor elke 100 woorden ... ... doch niet minder dan 1s. in elke zaak	0 0 3
17.	Kostenrekening :— Voor elk £1 of gedeelte van £1 toegestaan ...	0 0 6

1. (1) Niettegenstaande tegenovergestelde bepalingen van de Zegelwet 1911, wordt een kennisgeving van verhoor aangenomen alhoewel de zegels vereist voor een eis in rekonventie niet daarop geplakt zijn; doch geen zodanige eis in rekonventie wordt behandeld voordat dezelve voorzien is van de daarop verschuldigde zegels.

2. Een klerk van 't hof, die verzuimd heeft zodanige gelden in te vorderen, moet het bedrag daarvan aan de Thesaurie betalen en goedmaken.

3. (1) Wanneer tussen de klerk van het hof en iemand die een dokument wenst in te leveren, geschil is of het dokument al dan niet voldoende gezegeld is, wordt het geschil aan de magistraat onderworpen, die hetzelve summier beslist en zijn beslissing te boek staaft.

(2) De beslissing van de magistraat is finaal wat de aktie of de zaak betreft ten aanzien waarvan zodanig dokument ingeleverd wordt en ontslaat de klerk van 't hof van alle aansprakelikheid ingevolge artikel 1 hiervan; zullende echter zodanige beslissing geen invloed hebben op andere rechten van belanghebbenden.

4. De stukken van een zaak kunnen op de kantoordag volgende op die waarop vonnis in de zaak geveld is alsook door een partij in de zaak te eniger tijd binnen een jaar na het geven van vonnis kosteloos worden ingezien.

Tabel "D."

FOOIEN VOOR ASSESSOREN, ONDER ARTIKEL *vier en dertig* VAN DEZE PROKLAMATIE.

1. Voor iedere bijwoning wanneer de zaak geheel of gedeeltelik gehoord wordt, een fooi naar goeddunken van het hof, geen drie guinjes per dag bovengaande.

DERDE BIJLAGE.

EDEN TE WORDEN AFGELEGD DOOR VERSCHILLENDE AMBTENAREN.

Magistraat.—Eed van Getrouwheid.

Ik, A.B., beloof en zweer oprechtelik dat ik getrouw zal zijn aan Zijn Majesteit de Koning. Zo helpe mij God.

Oath of Office.

I, A.B., do promise and swear that I will faithfully and diligently execute to the best of my abilities the several duties of the office of Magistrate.* So help me God!

* Modify according to rank.

Clerk of the Court.

I, A.B., do swear that I will truly and faithfully execute the office of Clerk of Court without fear, favour, or affection for any one; and that I will not by myself or any other receive or take for my own use any fee or reward for anything done by me in my said office; and that I will not take or permit or suffer any person under me to take any other than such lawful fees as I shall be instructed to take or permit to be taken in my said office; and for all such I will duly and faithfully account to the Receiver of Revenue whensoever I am thereunto required. So help me God!

Messenger of the Court.

I, A.B., do swear that I will faithfully and diligently serve the office of Messenger of this Court and execute all summonses and process thereof without favour or affection for any one; and that I will not by myself or any other take, receive, or demand any other than such lawful fees as I may be permitted by this Court to receive for anything done by me in my said office. So help me God!

Deputy-Messenger of the Court.

As for the Messenger, *mutatis mutandis.*

GOD SAVE THE KING

Given under my Hand and the Great Seal of the Union of South Africa at Capetown this the First day of June One thousand Nine hundred and Twenty-three.

ARTHUR FREDERICK,
Governor-General.

By Command of His Royal Highness the
Governor-General-in-Council.

F. S. MALAN.

Ambtseed.

Ik, A.B., beloof en zweer dat ik getrouw en oprecht naar de beste van mij vermogen de verschillende plichten van de ambt van Magistraat * zal uitvoeren. So helpe mij God.

* Wijzig volgens rang.

Klerk van 't Hof.

Ik, A.B., zweer dat ik met oprechtheid en getrouwheid de ambt zal behartigen van Klerk van het Hof, zonder vrees, gunst, of toegenegenheid voor wie ook al; en dat ik niet zelf of door iemand voor mijn eigen gebruik enige fooiën of beloning voor iets door mij in de genoemde ambt gedaan, zal aannemen; en dat ik niet zelf zal nemen, of toelaten dat enigeen onder mij zal nemen enige andere dan zodanige fooiën als ik geinstrueerd zal worden te nemen of te laten nemen in mijn genoemde ambt; en voor al zodanige fooien zal ik getrouw en behoorlik verslag geven aan de Ontvanger van Inkomsten, wat ook van mij verlangd mocht worden. Zo helpe mij God.

Bode van het Hof.

Ik, A.B., zweer dat ik met getrouwheid en oprechtheid de ambt zal waarnemen van Bode van 't Hof en alle dagvaardingen en processtukken daarvan ten uitvoer zal leggen zonder aanziens des persoons en dat ik niet zelf of door iemand anders enige andere fooiën zal nemen, ontvangen of vorderen dan zodanige wettige fooiën als ik door het Hof toegelaten zal worden te ontvangen voor iets door mij in mijn genoemde ambt gedaan. Zo helpe mij God.

Adjunkt Bode van het Hof.

Agerende voor de Bode, *mutatis mutandis.*

GOD BEHOEDE DE KONING.

Gegeven onder mijn Hand en het Grootzegel van de Unie van Zuid-Afrika, te Kaapstad, op heden de.....dag van..... Een duizend Negen honderd Drie en twintig.

ARTHUR FREDERICK,
Goeverneur-generaal.

Op last van Zijn Koninklike Hoogheid de
Goeverneur-generaal-in-Rade.

F. S. MALAN.

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