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Government Gazette

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VAN DIE UNIE VAN SUID-AFRIKA

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(Vir vervolg sien laaste bladsy.)

PROCLAMATIONS

BY HIS EXCELLENCY THE RIGHT HONOURABLE NICOLAAS JACOBUS DE WET, A MEMBER OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, OFFICER ADMINISTERING THE GOVERNMENT OF THE UNION OF SOUTH AFRICA.

✱ No. 271, 1943.]

Whereas it has been shown to my satisfaction that there are reasonable grounds for believing that precious stones exist in payable quantities on the land hereinafter more particularly described and defined, and it is expedient that the said land should be proclaimed an alluvial digging for precious stones;

Now, therefore, under and by virtue of the powers vested in me by section *twenty-six* of the Precious Stones Act, 1927 (Act No. 44 of 1927), I do hereby declare that the said land shall be an alluvial digging for precious stones on and after the date of publication of this proclamation in the *Gazette*, that is to say, a portion of the farm known as Witrandt H.V. No. 15, in extent approximately 58 morgen, 4 square roods, registered in the name of the Government of the Union of South Africa, situate in the Division of Barkly West, Mining District of Barkly West, Province of the Cape of Good Hope, as demarcated by beacons on the ground and as shown on a sketch plan, copies whereof are filed in the office of the Mining Commissioner, Barkly West, under No. 40;

And I do hereby further declare that the land proclaimed as an alluvial digging for precious stones as aforesaid, shall not be open to the public for the pegging of claims on the date of proclamation thereof, but shall be dealt with under the provisions of Chapter VI of the said Precious Stones Act, 1927 (Act No. 44 of 1927);

And the land thus proclaimed shall be known as the "Witrandt Alluvial Digging" and shall be under the administration of the Mining Commissioner for the Mining District of Barkly West.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Seventeenth day of December One thousand Nine hundred and Forty-three.

N. J. DE WET.
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

M.M. 35/30. C. F. STALLARD.

✱ No. 272, 1943.]

Whereas by Proclamation No. 54 of 1943, dated the 10th March, 1943, and published in the *Gazette* of the 19th March, 1943, prospecting for precious and base minerals was prohibited on certain Crown land known as the Communal Reserve of Steinkopf, situate in the Division of Namaqualand, Province of the Cape of Good Hope, in terms of sections *fourteen* and *forty* of the Mineral Law Amendment Act, 1907 (Act No. 16 of 1907 of the Cape of Good Hope);

And whereas it has now been found expedient to withdraw the prohibition contained in the said proclamation;

Now, therefore, under and by virtue of the powers vested in *me*, I *do hereby declare that as from the date* of the publication of this Proclamation in the *Gazette*, the said prohibition shall cease to operate.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Seventeenth day of December One thousand Nine hundred and Forty-three.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

M.M. 11/10/120. C. F. STALLARD.

✱ No. 273, 1943.]

AMENDMENT OF CERTAIN STATUTORY PROVISIONS RELATING TO NATIVE RESERVE BOARDS, GENERAL DISTRICT AND LOCAL COUNCILS.

Under and by virtue of the powers respectively vested in me by section *twenty-five* of the Native Administration Act, No. 38 of 1927, and section *five* of the Native Affairs Act, No. 23 of 1920, as amended, I do hereby declare that from and after the date of promulgation hereof the Act, Ordinance, Proclamations and Government Notices (as amended from time to time) specified in the Schedule hereto shall be further amended in the manner and to the extent set forth in the second column thereof.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Seventh day of December One thousand Nine hundred and Forty-three.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

PIET VAN DER BYL.

PROKLAMASIES

VAN SY EKSELLENSIE DIE HOOGEDELAGBARE NICOLAAS JACOBUS DE WET, LID VAN DIE MEES EERVOLLE GEHEIME RAAD VAN SY MAJESTEIT, AMPTENAAR BELAS MET DIE UITOEFENING VAN DIE UITVOERENDE GESAG VAN DIE UNIE VAN SUID-AFRIKA

✱ No. 271, 1943.]

Nademaal dit tot my bevrediging aangetoon is dat daar redelike gronde bestaan om aan te neem dat edelgesteentes in lonende hoeveelhede op die grond hierna vollediger omskryf en bepaal, voorkom, en dit dienstig is dat gemelde grond tot 'n alluviale delwery vir edelgesteentes geproklameer word;

So is dit dat ek, kragtens die bevoegdheid my verleen by artikel *ses-en-twintig* van die Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), hierby verklaar dat gemelde grond met ingang van die datum van publikasie van hierdie proklamasie in die *Staatskoerant* 'n alluviale delwery vir edelgesteentes is; dit wil sê, 'n sekere gedeelte van die plaas Witrandt H.V. No. 15, groot ongeveer 58 morge, 4 vierkante roede, geregistreer op naam van die Goewerment van die Unie van Suid-Afrika, geleë in die afdeling Barkly-Wes, myndistrik Barkly-Wes, Provinsie Kaap die Goeie Hoop, soos op die grond afgebaken en aangetoon op 'n sketskaart waarvan afskrifte onder No. 40 in die kantoor van die Mynkommissaris, Barkly-Wes, berus;

En verder verklaar ek dat die grond geproklameer tot 'n alluviale delwery vir edelgesteentes soos hierbo vermeld, nie vir die publiek vir die afpenning van kleims op die datum van proklamering daarvan oop is nie, maar dat daarmee ooreenkomstig die bepalings van Hoofstuk VI van gemelde Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), gehandel moet word;

En die aldus geproklameerde grond moet bekend staan as die "Alluviale Delwery, Witrandt" en val onder die beheer van die Mynkommissaris van die myndistrik Barkly-Wes.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Sewentiende dag van Desember Eenduisend Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

M.M. 35/30. C. F. STALLARD.

✱ No. 272, 1943.]

Nademaal Proklamasie No. 54 van 1943 van 10 Maart 1943, gepubliseer in die *Staatskoerant* van 19 Maart 1943, prospektering na edele en onedele minerale op sekere Kroongrond, bekend as die Gemeentelike Reservaat van Steinkopf, geleë in die afdeling Namakwaland, Provinsie Kaap die Goeie Hoop, kragtens artikels *veertien* en *veertig* van die Mineral Law Amendment Act, 1907 (Wet No. 16 van 1907 van die Kaap die Goeie Hoop), verbied;

En nademaal dit nou raadsaam gevind is om die verbod vervat in genoemde Proklamasie te herroep;

So is dit dat ek, kragtens die bevoegdheid my verleen, hierby verklaar dat genoemde verbod vanaf die datum van publikasie van hierdie proklamasie in die *Staatskoerant* nie meer van toepassing sal wees nie.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Sewentiende dag van Desember Eenduisend Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-Rade.

M.M. 11/10/120. C. F. STALLARD.

✱ No. 273, 1943.]

WYSIGING VAN SEKERE WETSBEPALINGS WAT BETREKKING HET OP NATURELLERESERWERADE, ALGEMENE, DISTRIKS EN PLAASLIKE RADE.

Kragtens die bevoegdhede my verleen onderskeidelik by artikel *vyf-en-twintig* van die Naturelle-administrasiewet, No. 38 van 1927, en artikel *vyf* van die Naturellesake Wet, No. 23 van 1920, soos gewysig, verklaar ek hierby dat vanaf en na die datum van afkondiging hiervan die Wet, Ordonnansie, Proklamasies en Goewermentskennisgewings (soos van tyd tot tyd gewysig), vermeld in die Bylae hiervan verder gewysig word op die wyse en in soverre as wat dit in die tweede kolom daarvan uiteengesit word.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Sewende dag van Desember Eenduisend Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op Las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

PIET VAN DER BYL.

SCHEDULE.

Enactment.	*Nature of Amendment.*
Act No. 25 of 1894 (Cape).....	The substitution of the word "Minister" for the word "Governor" wherever it occurs in section *fifty-three*.
Ordinance No. 6 of 1907 (Orange Free State)	(i) The substitution of the words "Minister of Native Affairs" for the words "Governor-General" in paragraphs (*a*) and (*b*) of section *four* and in sub-section (1) of section *four quinquies*; (ii) the substitution of the words "Minister of Native Affairs" for the words "Lieutenant-Governor" in section *seventeen*.
Proclamations Nos. 3, 4, 127, 128, 211 and 324 of 1927; Nos. 34, 62 and 284 of 1928; Nos. 5 and 280 of 1929; No. 219 of 1930; No. 77 of 1932; No. 94 of 1937; No. 160 of 1939; Nos. 25 and 134 of 1940; No. 158 of 1942 and No. 216 of 1943	The substitution of the words "the Minister of Native Affairs" for the word "me" in the second paragraph of each of the proclamations.
Proclamation No. 34 of 1934.....	(i) The deletion of the words "Governor-General or" in section *ten*; (ii) the substitution of the word "Minister" for the words "Governor-General" in sections *nineteen* and *twenty-two*; (iii) the insertion of the words "the Minister" after the words "approval of" in section *twenty-four*.
Proclamation No. 241 of 1934....	The substitution of the words "the Minister of Native Affairs" for the word "me" in paragraph (*d*).
Proclamation No. 43 of 1940.....	The substitution of the word "Minister" for the words "Governor-General" in sub-section (1) of section *twenty-seven*, sub-section (1) of section *twenty-eight*, section *twenty-nine*, paragraphs (*c*) and (*d*) of sub-section (2) of section *thirty*, sub-section (2) of section *thirty-four* and paragraphs (1) and (3) of section *thirty-six*.
Government Notice No. 936 of 1919	The substitution of the word "Minister" for the words "Governor-General" wherever they occur in sections *thirty-six*, *forty-four*, *forty-five* and *fifty-eight*.
Government Notice No. 50 of 1930	(i) The insertion of the words "by the Minister" after the words "or nominated" in section *six*; (ii) the substitution of the word "Minister" for the words "Governor-General" in paragraph (*b*) of section *ten* and paragraphs (*a*) and (*b*) of section *twenty-two*

BYLAE.

Verordening.	*Aard van wysiging.*
Wet No. 25 van 1894 (Kaap).....	Die vervanging van die woord „Governor" deur die woord „Minister" waar dit ook al in artikel *drie-en-vyftig* voorkom.
Ordonnansie No. 6 van 1907 (Oranje-Vrystaat)	(i) Die vervanging van die woord „Governor General" deur die woorde „Minister of Native Affairs" in paragrawe (*a*) en (*b*) van artikel *vier* en in subartikel (1) van artikel *vier quinquies*; (ii) die vervanging van die woord „Lieutenant-Governor" in artikel *sewentien* deur die woorde „Minister of Native Affairs".
Proklamasies Nos. 3, 4, 127, 128, 211, en 324 van 1927; Nos. 34, 62 en 284 van 1928; Nos. 5 en 280 van 1929; No. 219 van 1930; No. 77 van 1932; No. 94 van 1937; No. 160 van 1939; Nos. 25 en 134 van 1940; No. 158 van 1942; en No. 216 van 1943	Die vervanging van die woord „my" in die tweede paragraaf van elk van die proklamasies deur die woorde „die Minister van Naturellesake".
Proklamasie No. 34 van 1934.....	(i) Die skrapping van die woorde „Goewerneur-Generaal of" in artikel *tien*; (ii) die vervanging van die woord „Goewerneur-Generaal" in artikels *negentien* en *twee-en-twintig* deur die woord „Minister" (iii) die invoeging van die woorde „die Minister" na die woorde „goedkeuring van" in artikel *vier-en-twintig*.
Proklamasie No. 241 van 1934..	Die vervanging van die woord „my" in paragraaf (*d*) deur die woorde „die Minister van Naturellesake".
Proklamasie No. 43 van 1940.....	Die vervanging van die woord „Goewerneur-generaal" in subartikel (1) van artikel *sewe-en-twintig*, subartikel (1) van artikel *agt-en-twintig*, artikel *nege-en-twintig*, paragrawe (*c*) en (*d*) van subartikel (2) van artikel *dertig*, subartikel (2) van artikel *vier-en-dertig* en paragrawe (1) en (3) van artikel *ses-en-dertig* deur die woord „Minister".
Goewermentskennisgewing No. 936 van 1919	Die vervanging van die woord „Goewerneur-generaal" waar dit ook al in artikel *ses-en-dertig*, *vier-en-veertig*, *vyf-en-veertig* en *agt-en-vyftig* voorkom deur die woord „Minister".
Goewermentskennisgewing No. 50 van 1930	(i) Die invoeging van die woorde „deur die Minister" na die woorde „of benoem" in artikel *ses*; (ii) die vervanging van die woord „Goewerneur-generaal" in paragraaf (*b*) van artikel *tien* en in paragrawe (*a*) en (*b*) van artikel *twee-en-twintig* deur die woord „Minister".

✱ No. 274, 1943.]

Whereas by Proclamation No. 96 (Admin.), dated 9th December, 1907, the farm Klipfontein No. 30 (formerly No. 130) now known as the Townlands of Bloemhof, District Bloemhof, Mining District of Klerksdorp, Transvaal Province, together with that portion of the bed of the Vaal River situate between the south-eastern and south-western beacons of the said farm and within the boundary of the Transvaal, in extent 5,333 morgen 457 square roods, was, subject to certain reservations therein mentioned, proclaimed an alluvial digging for precious stones, in accordance with section *fifteen* of the Precious Stones Ordinance, 1903 (Ordinance No. 66 of 1903 of the Transvaal) on and after 20th December, 1907;

And whereas by Proclamations Nos. 86 of 1915, 167 of 1921, and 110 of 1930, certain portions of the land thus proclaimed, were from time to time withdrawn from the operation of the said Proclamation No. 96 of 1907, or closed and deproclaimed as an alluvial digging as the case may be;

And whereas it has now been found expedient to close and deproclaim as an alluvial digging for precious stones the remaining portion of the land thus proclaimed;

Now therefore, under and by virtue of the powers vested in me by section *thirty* of the Precious Stones Act, 1927 (Act No. 44 of 1927), I do hereby declare that the said remaining portion of the farm Klipfontein No. 30 (formerly No. 130) now known as the Townlands of Bloemhof, District Bloemhof, Mining District of Klerksdorp, Transvaal Province, together with that portion of the bed of the Vaal River situate between the south-eastern and south-western beacons of the said farm Klipfontein No. 30 and within the boundary of the Transvaal, registered in the names of the Town Council of Bloemhof and the Government of the Union of South Africa, respectively, together in extent approximately 4,812 morgen 383 square roods 108 square feet, as shown on a sketch plan, copies whereof are filed in the Mining Titles Office, Johannesburg, under R.M.T. No. 147, and in the office of the Mining Commissioner, Klerksdorp, under M.C.C. No. 85, and as demarcated by beacons on the ground, shall be and is hereby closed and deproclaimed as an alluvial digging for precious stones as from the first day following on the publication of this proclamation in the *Gazette*;

And further, under the powers vested in me by paragraph (*a*) of the said section *thirty* of the Precious Stones Act, 1927 (Act No. 44 of 1927), I do hereby declare that the land thus deproclaimed shall be subject to the following provision, namely, that no further prospecting or digging for precious stones shall take place thereon without the permission of the Minister of Mines.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Twenty-third day of December One thousand Nine hundred and Forty-three.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

M.M. 27/2/36. C. F. STALLARD.

✱ No. 274, 1943.]

Nademaal die plaas Klipfontein No. 30 (voorheen No. 130), tans bekend as die Dorpsgronde van Bloemhof, distrik Bloemhof, myndistrik Klerksdorp, Provinsie Transvaal, tesame met daardie gedeelte van die bedding van die Vaalrivier geleë tussen die suidoostelike en suidwestelike bakens van gemelde plaas en binne die grens van Transvaal, groot 5,333 morge 457 vierkante roede, by Proklamasie No. 96 (Admin.), van 9 Desember 1907, onderworpe aan sekere reserwes daarin vermeld, tot 'n alluviale delwery vir edelgesteentes ooreenkomstig artikel *vyftien* van die Precious Stones Ordinance, 1903 (Ordonnansie No. 66 van 1903 van Transvaal), met ingang van 20 Desember 1907 geproklameer is;

En nademaal sekere gedeeltes van die aldus geproklameerde grond van tyd tot tyd by Proklamasies Nos. 86 van 1915, 167 van 1921 en 110 van 1930, aan die toepassing van gemelde Proklamasie No. 96 van 1907 onttrek of as 'n alluviale delwery vir edelgesteentes gesluit en gedeproklameer is, soos die geval mag wees;

En nademaal dit nou dienstig is om die resterende gedeelte van die aldus geproklameerde grond as 'n alluviale delwery vir edelgesteentes te sluit en te deproklameer;

So is dit dat ek, kragtens die bevoegdheid my verleen by artikel *dertig* van die Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), hierby verklaar dat gemelde resterende gedeeltes van die plaas Klipfontein No. 30 (voorheen No. 130), tans bekend as die Dorpsgronde van Bloemhof, distrik Bloemhof, myndistrik Klerksdorp, provinsie Transvaal, tesame met daardie gedeelte van die bedding van die Vaalrivier geleë tussen die suidoostelike en suidwestelik bakens van gemelde plaas Klipfontein No. 30 en binne die grens van Transvaal, groot altesame ongeveer 4,812 morge, 383 vierkante roede 108 vierkante voet, onderskeidelik geregistreer op naam van die Stadsraad van Bloemhof en die Goewerment van die Unie van Suid-Afrika, soos op die grond afgebaken en soos aangetoon op 'n kaart waarvan afskrifte in die Mynbriewekantoor, Johannesburg, onder R.M.T. No. 147, en in die kantoor van die Mynkommissaris, Klerksdorp, onder M.C.C. No. 85, berus, vanaf die eerste dag na publikasie van hierdie Proklamasie in die *Staatskoerant* as 'n alluviale delwery vir edelgesteentes gesluit en gedeproklameer word;

En verder verklaar ek hierby, kragtens die bevoegdheid my verleen by paragraaf (*a*) van gemelde artikel *dertig* van die Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), dat die aldus gedeproklameerde grond onderworpe is aan die volgende bepaling, naamlik, dat daar nie verder daarop sonder die toestemming van die Minister van Mynwese na edelgesteentes geprospekteer of gedelf mag word nie.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Drie-en-twintigste dag van Desember Eenduisend. Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

M.M. 27/2/36. C. F. STALLARD.

✱ No. 275, 1943.]

RESTRICTION OF RIGHT OF NATIVES TO ENTER THE URBAN AREA OF STANGER, PROVINCE OF NATAL.

Under and by virtue of the powers vested in me by section *five bis* of the Natives (Urban Areas) Act, 1923 (Act No. 21 of 1923), as amended by the Natives (Urban Areas) Act, 1923, Amendment Act, 1930 (Act No. 25 of 1930), and the Native Laws Amendment Act, 1937 (Act No. 46 of 1937), I hereby declare that from and after the date of promulgation hereof, no native, except as provided in section *five quinquies* of the said Act, shall enter the urban area of Stanger, Province of Natal, for the purpose of seeking or taking up employment or residing therein unless one or other of the following conditions have been fulfilled:—

(*a*) Such native has been engaged for employment in the area under the control of the urban local authority and is proceeding to take up such employment.

(*b*) Such native satisfies an officer, appointed by the urban local authority for the purpose, that he is on a bona fide temporary visit.

(*c*) The Town Board of Stanger is prepared, in view of the labour conditions then existing in the area under its control, to allow such native to seek work in such area.

Provided that any native whose application to enter such area has been refused by the officer appointed by the urban local authority for the purpose, may appeal to the Town Board, and any native aggrieved by the decision of the urban local authority in this respect may appeal to the Minister of Native Affairs whose decision shall be final.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Seventh day of December One thousand Nine hundred and Forty-three.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administer the Government-in-Council.

JAN H. HOFMEYR.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF THE PRIME MINISTER AND OF EXTERNAL AFFAIRS.

✱ No. 2361.] [31 December 1943.

ESTABLISHMENT OF THE DEPARTMENT OF TRANSPORT.

It is hereby notified that His Excellency the Officer Administering the Government has, by virtue of the powers vested in him by section *fourteen* (1) of the South Africa Act, 1909, been pleased to approve of the establishment of a Department of State, designated the Department of Transport, and to vest the administration of the said Department in the Honourable the Minister of Railways and Harbours.

The functions of the Department of Transport comprise the Administrative and executive work connected with—

(*a*) the activities of the following existing organisations:—

The National Road Board;
The Central Road Transportation Board (including local Boards);
The Directorate of Civil Aviation;
The South African Shipping Board;
The Perishable Products Export Control Board;
The Tourist Development Corporation;
The Office of the Controller of Transport and Government Garages;
The Union Motor Transport Board;
The National Road Transportation Council and the National Road Transportation Advisory Committee.

(*b*) such other matters as may be decided on or allocated to it from time to time.

✱ No. 2362.] [31 December 1943.

APPROVAL OF AWARDS TO OFFICERS AND OTHER RANKS OF THE UNION DEFENCE FORCES.

It is hereby notified that His Majesty the King, acting on the advice of Union Ministers, has on the occasion of the New Year, been graciously pleased to approve the following awards

✱ No. 275, 1943.]

BEPERKING VAN REG VAN NATURELLE OM DIE STADSGEBIED STANGER, PROVINSIE NATAL, BINNE TE KOM.

Kragtens die bevoegdheid my verleen by artikel *vyf bis* van die Naturellen (Stadsgebieden) Wet, 1923 (Wet No. 21 van 1923), soos gewysig by die Naturelle (Stadsgebiede) Wet, 1923, Wysigingswet, 1930 (Wet No. 25 van 1930) en die Wet tot wysiging van die Wette op Naturelle, 1937 (Wet No. 46 van 1937), verklaar ek hierby dat vanaf en na die datum van afkondiging hiervan geen naturel, behalwe soos in artikel *vyf quinquies* van vermelde Wet bepaal, die stadsgebied Stanger in die Provinsie Natal mag binnekom met die doel om daarin werk te soek of te aanvaar of om daarin te woon nie tensy aan een of ander van die volgende voorwaardes voldoen word, naamlik dat:—

(*a*) Sodanige naturel vir werk in die gebied onder die beheer van die stedelike plaaslike bestuur in diens geneem is, en daarheen gaan om die werk te aanvaar.

(*b*) Sodanige naturel 'n beampte wat vir hierdie doel deur die stedelike plaaslike bestuur aangestel is oortuig dat hy 'n *bona fide* tydelike besoeker is.

(*c*) Die dorpsbestuur van Stanger, met die oog op die arbeidstoestand wat dan in die gebied onder sy bestuur heers, bereid is om sodanige naturel toe te laat om werk in die gebied te soek.

Met dien verstande dat enige naturel wie se aansoek om die gebied binne te kom van die hand gewys is deur die beampte wat deur die stedelike plaaslike bestuur vir hierdie doel aangestel is, by die dorpsbestuur appèl mag aanteken en dat enige naturel wat deur die uitspraak van die stedelike plaaslike bestuur in hierdie opsig benadeel is, appèl mag aanteken by die Minister van Naturellesake wie se beslissing finaal is.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Sewende dag van Desember Eenduisend Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

JAN H. HOFMEYR.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene informasie gepubliseer:—

DEPARTEMENT VAN DIE EERSTE MINISTER EN VAN BUITELANDSE SAKE.

✱ No. 2361.] [31 Desember 1943.

STIGTING VAN DIE DEPARTEMENT VAN VERVOER.

Hierby word bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bevoegdheid hom verleen by artikel *veertien* (1) van die Zuid-Afrika Wet, 1909, sy goedkeuring te heg aan die stigting van 'n Staatsdepartement, met name die Departement van Vervoer, en om beheer oor genoemde Departement aan die Edelagbare die Minister van Spoorweë en Hawens op te dra.

Die werksaamhede van die Departement van Vervoer sluit die administratiewe en uitvoerende pligte in wat verbonde is aan—

(*a*) die bedrywighede van die volgende bestaande liggame:—

Die Nasionale Padraad;
Die Sentrale Padvervoerraad (insluitende plaaslike rade);
Die kantoor van die Direkteur van Burgerlike Lugvaart;
Die Suid-Afrikaanse Skeepvaartraad;
Die Raad van Toesig op Uitvoer van Bederfbare Produkte;
Die Korporasie vir die Uitbreiding van Toeristeverkeer;
Die Kantoor van die Kontroleur van Vervoer en die Goewermentsgarages;
Die Unie-motorvervoerraad;
Die Nasionale Parvervoerraad en die Nasionale Adviserende Padvervoerkomitee.

(*b*) sodanige ander aangeleenthede waaroor van tyd tot tyd besluit of wat aan die Departement opgedra mag word.

✱ No. 2362.] [31 Desember 1943.

GOEDKEURING VAN TOEKENNINGS AAN OFFISIERE EN MINDERES VAN DIE UNIE-VERDEDIGINGSMAG.

Dit word hierby bekendgemaak dat dit Sy Majesteit die Koning, in oorleg met die Unie-ministers, by geleentheid van die Nuwejaar, genadiglik behaag het om die volgende toekennings aan ondergenoemde offisiere en minderes van die

to the undermentioned officers and other ranks of the Union Defence Forces serving under Union operational command:—

Companion of the Military Division of the Most Honourable Order of the Bath.
Temporary Major-General James Mitchell Baker, C.B.E., D.S.O., A.D.C., S.C. (V).
Temporary Major-General Christoffel Johannes Venter, D.F.C., S.C. (V).

Commander of the Military Division of the Most Excellent Order of the British Empire.
Lieutenant-General Andries Jacob Brink, D.T.D., D.S.O., S.C. (V).
War Substantive Brigadier Pieter de Waal, S.C. (V).
Colonel Roderick Douglas, A.F.C., S.A.A.F.

Officer of the Military Division of the Most Excellent Order of the British Empire.
War Substantive Colonel George Harry Cotton, S.C. (V).
Temporary Colonel John James Kearney, S.C. (V).
War Substantive Captain James Dalgleish, S.A.N.F. (V).
Lieutenant-Colonel (now Temporary Colonel) William Gaul Driver, S.A.A.F.
Colonel John Dunbar White, S.C. (V).
Temporary Lieutenant-Colonel (now Acting Colonel) Robert Samuel Brophy, V.D., S.A.A.F.
Temporary Major Frank William Bailey, S.A.A.F.
Temporary Major Joseph Arthur Cornelius Mayhew, S.A.A.F.
Temporary Major Henry Nattrass, S.A.A.F.

Member of the Military Division of the Most Excellent Order of the British Empire.
Captain (now Temporary Major) Robert Clifford Throssell, S.A.A.F.
War Substantive Captain Lancelot William Rossiter, S.A. Vet. Corps.
Temporary Captain David Henry Wheeler, G.S.C. (V).
War Substantive Captain Herbert George Cooper, "Q" S.C.
War Substantive Captain Gordon Stuart Lissaman, "T" S.C.
Temporary Captain (Mrs.) Winifred Annie Frances Collins, W.A.A.F.
Temporary Captain Vincent Righthouse, S.A.A.F.
Temporary Captain (now Acting Major) Quintin MacFarlane Tannock, "Q" S.C.
Temporary Captain Arthur Victor Chegwidden, S.A.A.F.
Temporary Lieutenant Hugh Ferdinand van Eyssen, S.A.N.F. (V).
Temporary Lieutenant John Harry Johansen, S.A.N.F. (V).
Temporary Captain (Miss) Agnes Paton Martin, W.A.A.S.
Lieutenant (now Temporary Captain) Henry Collings, S.A.A.F.
Lieutenant (now Acting Captain) James Howell Doig, "Q" S.C.
Warrant Officer I Charles Frederick Windrum, "G" S.C. (V).
Warrant Officer II Johan Philip Halberstadt, S.A. Vet. Corps.

The Royal Red Cross (First Class).
Matron-in-Chief (Miss) Constance Anne Nothard, S.A.M.N.S.
Principal Matron (Mrs.) Margaret Ellen Stoney, S.A.M.N.S.

The Royal Red Cross (Second Class).
Senior Matron (Miss) Cornelia Mathilde Loopuyt, S.A.M.N.S.

The Air Force Cross.
Temporary Lieutenant-Colonel Pieter Willem Adriaan Nel, S.A.A.F.
Major (now Temporary Lieutenant-Colonel) Philippus Rudolf Kock, S.A.A.F.
Acting Lieutenant-Colonel Lewis Eric Lang, S.A.A.F.
Temporary Major Robert Oscar Southey, S.A.A.F.
Temporary Major Leonard Inggs, E.D., S.A.A.F.
Captain (now Temporary Major) Harold John Chute Gray, S.A.A.F.
Captain (now Temporary Major) Edward James Kelly, S.A.A.F.
Captain (now Temporary Major) Edgar Raoul Mauritzi, S.A.A.F.
Captain (now Temporary Major) Godfrey Kenneth Jones, S.A.A.F.
Captain (now Temporary Major) Frederick William Joseph Allen, S.A.A.F.
Temporary Major Peter Siegfried Bernsmann Krige, S.A.A.F.
Captain (now Temporary Major) Daniel Benjamin Hauptfleisch, S.A.A.F.
Captain (now Temporary Major) Pierre Marais Retief, S.A.A.F.
Captain (now Temporary Major) Fordyce Martin Francis Ellis, S.A.A.F.
Temporary Captain Rex Kenworthy Dunkerley, S.A.A.F.
Temporary Captain Edward Robert Larter, S.A.A.F.
Temporary Captain Jan Prinsloo, S.A.A.F.

Unie-Verdedigingsmag wat onder die Unie se operasie-kommandement diens doen, goed te keur:—

Companion van die Militêre Divisie van die „Most Honourable Order of the Bath".
Tydelike generaal-majoor James Mitchell Baker, C.B.E., D.S.O., A.D.C., S.K. (V).
Tydelike generaal-majoor Christoffel Johannes Venter, D.F.C., S.K. (V).

Kommandeur van die Militêre Divisie van die „Most Excellent Order of the British Empire".
Luitenant-generaal Andries Jacob Brink, D.T.D., D.S.O., S.K. (V).
Oorlogseffektiewe brigadier Pieter de Waal, S.K. (V).
Kolonel Roderick Douglas, A.F.C., S.A.L.M.

Offisier van die Militêre Divisie van die „Most Excellent Order of the British Empire".
Oorlogseffektiewe kolonel George Harry Cotton, S.K. (V).
Tydelike kolonel John James Kearney, S.K. (V).
Oorlogseffektiewe kaptein James Dalgleish, S.A. Seemag (V).
Luitenant-kolonel (tans tydelike kolonel) William Gaul Driver, S.A.L.M.
Kolonel John Dunbar White, S.K. (V).
Tydelike luitenant-kolonel (tans waarnemende kolonel) Robert Samuel Brophy, V.D., S.A.L.M.
Tydelike majoor Frank William Bailey, S.A.L.M.
Tydelike majoor Joseph Arthur Cornelius Mayhew, S.A.L.M.
Tydelike majoor Henry Nattrass, S.A.L.M.

Lid van die Militêre Divisie van die „Most Excellent Order of the British Empire".
Kaptein (tans tydelike majoor) Robert Clifford Throssell, S.A.L.M.
Oorlogseffektiewe kaptein Lancelot William Rossiter, S.A.V.D.
Tydelike kaptein David Henry Wheeler, A.D.K. (V).
Oorlogseffektiewe kaptein Herbert George Cooper, „K"-D.K.
Oorlogseffektiewe kaptein Gordon Stuart Lissaman, „T"-D.K.
Tydelike kaptein (mev.) Winifred Annie Frances Collins, V.H.L.M.
Tydelike kaptein Vincent Righthouse, S.A.L.M.
Tydelike kaptein (tans waarnemende majoor) Quintin MacFarlane Tannock, „K"-D.K.
Tydelike kaptein Arthur Victor Chegwidden, S.A.L.M.
Tydelike luitenant Hugh Ferdinand van Eyssen, S.A. Seemag (V).
Tydelike luitenant John Harry Johansen, S.A. Seemag (V).
Tydelike kaptein (mej.) Agnes Paton Martin, V.L.H.D.
Luitenant (tans tydelike kaptein) Henry Collings, S.A.L.M.
Luitenant (tans waarnemende kaptein) James Howell Doig, „K"-D.K.
Adjudant-onderoffisier klas I Charles Frederick Windrum, „A"-D.K. (V).
Adjudant-onderoffisier klas II Johan Philip Halberstadt, S.A.V.D.

„The Royal Red Cross" (eersteklas).
Oppermatrone (mej.) Constance Anne Nothard, S.A.M.V.D.
Eerste matrone (mev.) Margaret Ellen Stoney, S.A.M.V.D

„The Royal Red Cross" (tweedeklas).
Senior matrone (mej.) Cornelia Mathilde Loopuyt, S.A.M.V.D.

„The Air Force Cross."
Tydelike luitenant-kolonel Pieter Willem Adriaan Nel, S.A.L.M.
Majoor (tans tydelike luitenant-kolonel) Philippus Rudolf Kock, S.A.L.M.
Waarnemende luitenant-kolonel Lewis Eric Lang, S.A.L.M.
Tydelike majoor Robert Oscar Southey, S.A.L.M.
Tydelike majoor Leonard Inggs, E.D., S.A.L.M.
Kaptein (tans tydelike majoor) Harold John Chute Gray, S.A.L.M.
Kaptein (tans tydelike majoor) Edward James Kelly, S.A.L.M.
Kaptein (tans tydelike majoor) Edgar Raoul Mauritzi, S.A.L.M.
Kaptein (tans tydelike majoor) Godfrey Kenneth Jones, S.A.L.M.
Kaptein (tans tydelike majoor) Frederick William Joseph Allen, S.A.L.M.
Tydelike majoor Peter Siegfried Bernsmann Krige, S.A.L.M.
Kaptein (tans tydelike majoor) Daniel Benjamin Hauptfleisch, S.A.L.M.
Kaptein (tans tydelike majoor) Pierre Marais Retief, S.A.L.M.
Kaptein (tans tydelike majoor) Fordyce Martin Francis Ellis, S.A.L.M.
Tydelike kaptein Rex Kenworthy Dunkerley, S.A.L.M.
Tydelike kaptein Edward Robert Larter, S.A.L.M.
Tydelike kaptein Jan Prinsloo, S.A.L.M.

The British Empire Medal (Military Division).
Chief Petty Officer Arnold Victor Whitehead, S.A.N.F. (V).
Staff Sergeant Ernest Charles Barclay, S.A.M.P.C.
Staff Sergeant (Mrs.) Alma Alberta Shuman, W.A.A.S.
Staff Sergeant John Hendrick Horn, "Q" S.C.
Staff Sergeant Alexander James Archibald Russell, "Q" S.C.
Staff Sergeant Nicolaas Cornelus Abel, "Q" S.C.
Staff Sergeant Anders Erasmus Christensen, "Q" S.C.
Staff Sergeant Christopher Max Holmes, "Q" S.C.
Sergeant William Charles Hockley, S.A.E.C.
Farrier Sergeant John Hurst, S.A. Vet. Corps.
Corporal Jacobus Lodevicus Theron Oliver, S.A.E.C.
Able Seaman Lewis van der Walt, S.A.N.F. (V).

✱ No. 2363.] [31 December 1943.

COMMENDATIONS.

The King has been graciously pleased to give orders for the publication of the names of the undermentioned members of the Union Defence Forces in the *Goverment Gazette* as having been brought to notice for valuable services rendered in connection with the war:—

War Substantive Brigadier C. E. Borain, D.S.O., M.C., V.D.
War Substantive Colonel (Acting Brigadier) J. Daniel.
Temporary Colonel J. D. T. Louw.
Temporary Colonel H. A. Moffat, D.S.O.
Temporary Commander H. R. Gordon-Cumming.
Temporary Commander F. J. Dean.
Temporary Lieutenant-Colonel R. V. Bird.
War Substantive Lieutenant-Colonel C. L. Parkin, M.C.
Temporary Major (Acting Lieutenant-Colonel) G. H. J. Kruger, D.T.D.
Temporary Lieutenant-Commander Q. H. Bullard.
War Substantive Major E. S. L. Ostler.
Temporary Major G. R. Bozzoli.
Temporary Major L. Kraft.
Temporary Major F. K. Lawson.
Temporary Major F. S. Maxwell.
Temporary Major J. G. Hay.
Temporary Major T. C. Browne.
Temporary Major A. L. Botes.
Temporary Major H. C. F. Wotherspoon.
Temporary Major G. E. Hurst.
Temporary Major G. Quinn.
Temporary Major C. C. Wilson.
War Substantive Major J. A. C. Reay.
Temporary Major A. A. Visser.
War Substantive Major E. W. V. Ryan.
Temporary Major H. C. van Diggelen.
War Substantive Major W. D. Marsh.
Temporary Captain (Acting Major) F. J. Myburgh.
Temporary Captain (Acting Major) T. A. Duff.
Temporary Captain P. W. Thomas.
Temporary Captain N. T. O'Flaherty.
Temporary Captain N. L. Russell.
War Substantive Captain E. J. Baker.
Temporary Captain J. A. Young.
Lieutenant (Acting Captain) A. Melville.
Temporary Lieutenant W. Hill.
Temporary 2nd Lieutenant (Acting Lieutenant) H. J. I. Goetsch.
Temporary 2nd Lieutenant P. J. Joubert.
Warrant Officer I G. P. Crofton.
Warrant Officer I C. W. Hall.
Warrant Officer I W. J. Dowling.
Warrant Officer I G. W. Colling.
Warrant Officer I R. B. H. Price.
Warrant Officer I T. S. Smith.
Warrant Officer II J. Saunders.
Warrant Officer II G. E. Pritchard.
Warrant Officer II J. H. Johnson.
Warrant Officer II E. R. Pooley.
Temporary Warrant Officer II W. F. Bezuidenhout.
Staff Sergeant L. R. Slater.
Staff Sergeant J. Kahn.
Staff Sergeant V. G. Beauchamp.
Flight Sergeant G. J. Soekoe.
Sergeant J. D. Salter.
Sergeant A. J. Hampson.
Sergeant J. P. C. Bronkhorst.
Temporary Sergeant W. R. Cremen.
Temporary Sergeant V. J. H. Jander.
Sergeant J. E. Lundie.
Sergeant N. W. Lewis.
Temporary Corporal K. S. Belford.
Private C. J. van Wyk.
Junior Matron (Mrs.) M. E. Weldhen.
Nursing Sister (Miss) M. L. Lashford.
Staff Nurse (Miss) A. F. Dove.
Senior Probationer Nurse (Mrs.) D. Wilson.
Temporary Major (Mrs.) L. Tomory.
Temporary Captain (Mrs.) H. B. Ross.
Temporary Captain (Mrs.) J. M. Stirling.
Temoprary Lieutenant (Acting Captain) (Miss) B. Collier.
Staff-Sergeant (Miss) M. I. Simkins.
Sergeant (Mrs.) W. F. Robbins.

„The British Empire Medal" (Militêre Divisie).
Eerste onderoffisier Arnold Victor Whitehead, S.A. Seemag (V).
Stafsersant Ernest Charles Barclay, S.A.K.M.P.
Stafsersant (mev.) Alma Alberta Shuman, V.L.H.D.
Stafsersant John Hendrick Horn, „K"-D.K.
Stafsersant Alexander James Archibald Russel, „K"-D.K.
Stafsersant Nicolaas Cornelus Abel, „K"-D.K.
Stafsersant Anders Erasmus Christensen, „K"-D.K.
Stafsersant Christopher Max Holmes, „K"-D.K.
Sersant William Charles Hockley, S.A.G.
Sersant-hoefsmid John Hurst, S.A.V.D.
Korporaal Jacobus Lodevicus Theron Oliver, S.A.G.
Bevare seeman Lewis van der Walt, S.A. Seemag (V).

✱ No. 2363.] [31 Desember 1943.

AANBEVELINGS.

Dit het die Koning goedgunstiglik behaag om te gelas dat die name van onderstaande lede van die Unie-Verdedigingsmag, wat weens waardevolle dienste in verband met die oorlog verrig onder aandag gebring is, in die *Staatskoerant* bekendgemaak word:—

Brigadier (O.E.) C. E. Borain, D.S.O., M.C., V.D.
Kolonel (O.E.) (waarnemende brigadier) J. Daniel.
Tydelike kolonel J. D. T. Louw.
Tydelike kolonel H. A. Moffat, D.S.O.
Tydelike kommandeur H. R. Gordon-Cumming.
Tydelike kommandeur F. J. Dean.
Tydelike luitenant-kolonel R. V. Bird.
Luitenant-kolonel (O.E.) C. L. Parkin, M.C.
Tydelike majoor (waarnemende luitenant-kolonel) G. H. J. Kruger, D.T.D.
Tydelike luitenant-kommandeur Q. H. Bullard.
Majoor (O.E.) E. S. L. Ostler.
Tydelike majoor G. R. Bozzoli.
Tydelike majoor L. Kraft.
Tydelike majoor F. K. Lawson.
Tydelike majoor F. S. Maxwell.
Tydelike majoor J. G. Hay.
Tydelike majoor T. C. Browne.
Tydelike majoor A. L. Botes.
Tydelike majoor H. C. F. Wotherspoon.
Tydelike majoor G. E. Hurst.
Tydelike majoor G. Quinn.
Tydelike majoor C. C. Wilson.
Majoor (O.E.) J. A. C. Reay.
Tydelike majoor A. A. Visser.
Majoor (O.E.) E. W. V. Ryan.
Tydelike majoor H. C. van Diggelen.
Majoor (O.E.) W. D. Marsh.
Tydelike kaptein (waarnemende majoor) F. J. Myburgh.
Tydelike kaptein (waarnemende majoor) T. A. Duff.
Tydelike kaptein P. W. Thomas.
Tydelike kaptein N. T. O'Flaherty.
Tydelike kaptein N. L. Russell.
Kaptein (O.E.) E. J. Baker.
Tydelike kaptein J. A. Young.
Luitenant (waarnemende kaptein) A. Melville.
Tydelike luitenant W. Hill.
Tydelike 2de luitenant (waarnemende luitenant) H. J. I. Goetsch.
Tydelike 2de luitenant P. J. Joubert.
Adjudant-onderoffisier klas I G. P. Crofton.
Adjudant-onderoffisier klas I C. W. Hall.
Adjudant-onderoffisier klas I W. J. Dowling.
Adjudant-onderoffisier klas I G. W. Colling.
Adjudant-onderoffisier klas I R. B. H. Price.
Adjudant-onderoffisier klas I T. S. Smith.
Adjudant-onderoffisier klas II J. Saunders.
Adjudant-onderoffisier klas II G. E. Pritchard.
Adjudant-onderoffisier klas II J. H. Johnson.
Adjudant-onderoffisier klas II E. R. Pooley.
Tydelike adjudant-onderoffisier klas II W. F. Bezuidenhout.
Stafsersant L. R. Slater.
Stafsersant J. Kahn.
Stafsersant V. G. Beauchamp.
Vlugsersant G. J. Soekoe.
Sersant J. D. Salter.
Sersant A. J. Hampson.
Sersant J. P. C. Bronkhorst.
Tydelike sersant W. R. Cremen.
Tydelike sersant V. J. H. Jander.
Sersant J. E. Lundie.
Sersant N. W. Lewis.
Tydelike korporaal K. S. Belford.
Manskap C. J. van Wyk.
Junior matrone (mev.) M. E. Weldhen.
Hoofverpleegster (mej.) M. L. Lashford.
Stafverpleegster (mej.) A. F. Dove.
Senior leerlingverpleegster (mev.) D. Wilson.
Tydelike majoor (mev.) L. Tomory.
Tydelike kaptein (mev.) H. B. Ross.
Tydelike kaptein (mev.) J. M. Stirling.
Tydelike luitenant (waarnemende kaptein) (mej.) B. Collier.
Stafsersant (mej.) M. I. Simkins.
Sersant (mev.) W. F. Robbins.

✱ No. 2372.] [31 December 1943.

DIPLOMATIC IMMUNITIES ACT, 1932.—REGISTRATION.

It is hereby notified that the following person is registered in terms of section *four* of the Diplomatic Immunities Act, No. 9 of 1932, as being entitled to diplomatic immunity under the said Act:—

Legation of the United States of America.
Miss Dorothy M. Gish.

✱ No. 2373.] [31 December 1943.

DIPLOMATIC IMMUNITIES ACT, 1932.—CANCELLATION.

With reference to Government Notice No. 1895 of the 18th September, 1942, it is hereby notified that the registrations, in terms of section *four* of the Diplomatic Immunities Act, No. 9 of 1932, of the following persons as being entitled to diplomatic immunity under the said Act, have been cancelled.

Legation of the United States of America.
Mrs. Julia St. Clair Krenz.
Miss Dorothy St. Clair.

✱ No. 2374.] [31 December 1943.

VICE-CONSUL OF THE REPUBLIC OF THE ARGENTINE AT DURBAN.

His Excellency the Officer Administering the Government has been pleased to approve of the grant of provisional recognition to Mr. Eduardo Victor Requena as Vice-Consul of the Republic of the Argentine at Durban.

✱ No. 2375.] [31 December 1943.

CONSUL OF THE UNITED STATES OF AMERICA AT DURBAN.

It is hereby notified for general information that the title Acting Consul of the United States of America at Durban, appearing in Government Notice No. 2255 of the 17th December, 1943, should be amended to read Consul of the United States of America at Durban.

DEPARTMENT OF NATIVE AFFAIRS.

✱ No. 2376.] [31 December 1943.

APPOINTMENT OF ACTING SECRETARY AND ACTING UNDER-SECRETARY FOR NATIVE AFFAIRS.

It is hereby notified for general information that the Honourable the Minister of Native Affairs has been pleased to approve of the appointment of William James Gordon Mears, as Acting Secretary for Native Affairs with effect from the 20th December, 1943, and during the absence on leave of Douglas Laing Smit, and of the appointment of Fredrik Rodseth, as Acting Under-Secretary for Native Affairs during the period of the appointment of William James Gordon Mears as Acting Secretary for Native Affairs.

DEPARTMENT OF FINANCE.

✱ No. 2354.] [31 December 1943.

APPOINTMENT OF ACTING PROVINCIAL AUDITOR FOR THE CAPE PROVINCE.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased to approve, in terms of section *ninety-two* of the South Africa Act, 1909, of the appointment of Edwin Cecil Mason as Acting Provincial Auditor for the Cape Province during the absence on leave of Frederick Jonathan Price for the period 3rd to 31st Januray, 1944.

✱ No. 2377.] [31 December 1943.

LAND AND AGRICULTURAL BANK OF SOUTH AFRICA.—APPOINTMENTS.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased to approve, in terms of sub-section (2) of section *four* of the Land Bank Act, 1912 (Act No. 18 of 1912), as amended by sub-section (2) of section *seven* of Act No. 34 of 1930, of the appointment of Ernest George Jansen, Esq., LL.D., and Major General Hermanus Nicolaas Wilhelmus Botha, C.M.G., D.T.D., as members of the Central Board of the Land and Agricultural Bank of South Africa *vice* General Christiaan Hendrik Muller, retired, and John Hudson Lamb Findlay, deceased, with effect from the 24th January, 1944, for the period ending the 30th June, 1945.

✱ No. 2372.] [31 Desember 1943.

WET OP DIPLOMATIEKE IMMUNITEIT, 1932.—REGISTRASIE.

Hierby word bekendgemaak dat ondergenoemde persoon ingevolge artikel *vier* van die Wet op Diplomatieke Immuniteit, No. 9 van 1932, geregistreer is as geregtig op diplomatieke immuniteit kragtens genoemde Wet:—

Gesantskap van die Verenigde State van Amerika.
Mej. Dorothy M. Gish.

✱ No. 2373.] [31 Desember 1943.

WET OP DIPLOMATIEKE IMMUNITEIT, 1932.—INTREKKING.

Met betrekking tot Goewermentskennisgewing No. 1895 van 18 September 1942 word hierby bekendgemaak dat die registrasies, ingevolge artikel *vier* van die Wet op Diplomatieke Immuniteit, No. 9 van 1932, van ondergenoemde persone as geregtig tot diplomatieke immuniteit kragtens, genoemde Wet, ingetrek is:—

Gesantskap van die Verenigde State van Amerika.
Mev. Julia St. Clair Krenz.
Mej. Dorothy St. Clair.

✱ No. 2374.] [31 Desember 1943.

VISE-KONSUL VAN DIE REPUBLIEK VAN ARGENTINIË TE DURBAN.

Dit het Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag om goed te keur dat die heer Eduardo Victor Requena voorlopig erken word as Vise-Konsul van die Republiek van Argentinië te Durban.

✱ No. 2375.] [31 Desember 1943.

KONSUL VAN DIE VERENIGDE STATE VAN AMERIKA TE DURBAN.

Hierby word vir algemene inligting bekendgemaak dat die titel Waarnemende Konsul van die Verenigde State van Amerika te Durban, wat in Goewermentskennisgewing No. 2255 van 17 Desember 1943 verskyn, verander moet word sodat dit lui Konsul van die Verenigde State van Amerika te Durban.

DEPARTEMENT VAN NATURELLESAKE.

✱ No. 2376.] [31 Desember 1943.

AANSTELLING VAN WAARNEMENDE SEKRETARIS EN WAARNEMENDE ONDERSEKRETARIS VAN NATURELLESAKE.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Edele die Minister van Naturellesake behaag het om sy goedkeuring te heg aan die aanstelling van William James Gordon Mears as Waarnemende Sekretaris van Naturellesake met ingang van 20 Desember 1943 en gedurende die afwesigheid met verlof van Douglas Laing Smit, en aan die aanstelling van Fredrik Rodseth as Waarnemende Ondersekretaris van Naturellesake gedurende die tydperk van William James Gordon Mears se aanstelling as Waarnemende Sekretaris van Naturellesake.

DEPARTEMENT VAN FINANSIES.

✱ No. 2354.] [31 Desember 1943.

AANSTELLING VAN WAARNEMENDE PROVINSIALE OUDITEUR VIR DIE KAAP PROVINSIE.

Vir algemene inligting word hierby bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bepalings van artikel *twee-en-negentig* van die Zuid-Afrika Wet, 1909, die aanstelling goed te keur van Edwin Cecil Mason as waarnemende Provinsiale Ouditeur, Kaapprovinsie, gedurende die afwesigheid met verlof van Frederick Jonathan Price vir die tydperk 3 tot 31 Januarie 1944.

✱ No. 2377.] [31 Desember 1943.

LAND- EN LANDBOUBANK VAN SUID-AFRIKA.—AANSTELLING.

Hierby word vir algemene informasie bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, ingevolge subartikel (2) van artikel *vier* van die Landbankwet, 1912 (Wet No. 18 van 1912), soos gewysig by subartikel (2) van artikel *sewe* van Wet No. 34 van 1930, die aanstelling van meneer Ernest George Jansen, LL.D., en generaal-majoor Hermanus Nicolaas Wilhelmus Botha, C.M.G., D.T.D., as lede van die Sentrale Raad van die Land- en Landboubank van Suid-Afrika in die plek van generaal Christiaan Hendrik Muller, afgetree, en meneer John Hudson Lamb Findlay, oorlede, met ingang van 24 Januarie 1944 vir die tydperk eindigende 30 Junie 1945, goed te keur.

★No. 2382.] SOUTH AFRICAN RESERVE BANK. [31 December 1943.

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 24th day of December, 1943.

Liabilities	£	s.	d.
Capital	1,000,000	0	0
Reserve	1,000,000	0	0
Notes in Circulation	49,241,601	10	0
Deposits:—			
(a) Government	4,286,277	10	1
(b) Bankers	123,441,205	11	3
(c) Other	8,554,089	12	10
Bills Payable	—		
Other Liabilities	2,981,245	1	2
	£190,504,419	5	4

Assets	£	s.	d.
Gold Coin and Bullion	85,233,543	6	7
Subsidiary Coin	269,655	12	10
Bills Discounted:—			
(a) Domestic	—		
(b) Foreign	12,770,788	17	11
(c) Union Government Treasury Bills	—		
Loans and Advances to the Government	200,000	0	0
Other Loans and Advances	1,469,579	7	0
Investments	18,949,161	3	9
Other Assets	71,611,690	17	3
	£190,504,419	5	4

Ratio of cash reserves to liabilities to public, 46·1 per cent.

Dated this 28th day of December, 1943.

E. W. CATTELL, Chief Cashier.

★No. 2382.] SUID-AFRIKAANSE RESERWEBANK. [31 Desember 1943.

Staat, ingevolge artikel *vyf-en-twintig* (1) van Wet No. 31 van 1920 en artikel *dertien* van Wet No. 22 van 1923, van die Bate en Laste op die 24ste dag van Desember 1943.

Laste (Passiva)	£	s.	d.
Kapitaal	1,000,000	0	0
Reserwe	1,000,000	0	0
Banknote in omloop	49,241,601	10	0
Deposito's van:—			
(a) Regering	4,286,277	10	1
(b) Bankiers	123,441,205	11	3
(c) Ander	8,554,089	12	10
Te betale wissels	—		
Ander verpligtings	2,981,245	1	2
	£190,504,419	5	4

Bate (Activa)	£	s.	d.
Gemunte en ongemunte goud	85,233,543	6	7
Pasmunt	269,655	12	10
Verdiskonteerde wissels:—			
(a) Binnelandse	—		
(b) Buitelandse	12,770,788	17	11
(c) Skatkispromesses van die Unie-Regering	—		
Lenings en voorskotte aan die Regering	200,000	0	0
Ander lenings en voorskotte	1,469,579	7	0
Beleggings	18,949,161	3	9
Ander bate	71,611,690	17	3
	£190,504,419	5	4

Verhouding van spesie-reserwes tot verpligtings teenoor die publiek, 46·1 persent.

Geteken die 28ste dag van Desember 1943.

E. W. CATTELL, Hoofkassier.

★ No. 2383.] [31 December 1943.

BANK RETURNS.

In terms of section *thirteen* (3) of the Banking Act, 1942, the following Banking Returns are published for general information.

★ No. 2383.] [31 Desember 1943.

BANKOPGAWES.

Ingevolge artikel *dertien* (3) van die Bankwet, 1942, word onderstaande bankopgawes vir algemene inligting gepubliseer.

MONTHLY RETURNS BY COMMERCIAL BANKS FOR THE MONTH ENDING ON THE THIRTIETH DAY OF NOVEMBER, 1943.
[Required in terms of section *thirteen* (1) (*a*) of the Banking Act, 1942.]

MAANDELIKSE OPGAWES DEUR HANDELSBANKE VIR DIE MAAND GEËINDIG OP DIE DERTIGSTE DAG VAN NOVEMBER 1943.
[Ingevolge artikel *dertien* (1) (*a*) van die Bankwet, 1942.]

NOTE.—Until such time as all applications for registration under the Banking Act, 1942, have been disposed of, the figures published below relate to those institutions *seeking* registration as Commercial Banks.

L.W.—Tot tyd en wyl alle aansoeke om registrasie kragtens die Bankwet, 1942, afgehandel is, het die ondervermelde syfers betrekking op die instellings wat registratie as Handelsbanke *verlang*.

	Barclays Bank (Dominion, Colonial and Overseas).	Nederlandsche Bank voor Zuid-Afrika.	The Standard Bank of South Africa, Limited.	Die Stellenbossche Distriksbank, Beperk.	The Union Bank of South Africa, Limited.	Volkskas (Koöperatief), Beperk.	Totaal. Totaal.
Liabilities to the Public in the Union. *Verpligtings teenoor die Publiek in die Unie.*	£	£	£	£	£	£	£
Demand Liabilities	93,935,418	6,258,393	99,962,168	396,172	29,127	3,243,928	203,825,206
Onmiddellik opeisbare verpligtings							
Time Liabilities	10,982,370	645,467	10,287,263	334,433	11,017	1,599,953	23,860,503
Termynverpligtings							
Total Liabilities to the Public	104,917,788	6,903,860	110,249,431	730,605	40,144	4,843,881	227,685,709
Totale verpligtings teenoor die publiek.							
Assets in the Union. *Bate in die Unie.*							
Subsidiary Coin	474,366	38,390	488,801	1,638	134	17,172	1,020,501
Pasmunt							
Gold Coin and Bullion	70,094	399,062	45,435	Nil	Nil	Nil	514,591
Goudmunt en staafgoud							
Notes of South African Reserve Bank	1,864,677	160,358	2,645,861	14,587	2,610	158,785	4,846,878
Suid-Afrikaanse Reserwebank-biljette							
Credit Balance in South African Reserve Bank	59,821,489	2,421,435	55,011,906	80,000	3,664	1,296,636	118,635,130
Kreditsaldo in die Suid-Afrikaanse Reserwebank							
Total Cash Reserves	62,230,626	3,019,245	58,192,003	96,225	6,408	1,472,593	125,017,100
Totale kontantreserwes							
Other Liquid Assets	27,670,048	1,531,529	34,433,541	289,770	5,645	907,634	64,838,167
Ander liquide bate							
Total Loans and Discounts	15,913,072	2,153,847	17,175,620	421,874	64,803	2,187,217	37,916,433
Totale Lenings en diskonterings.							
Ratios. *Verhoudingsyfers.*	%	%	%	%	%	%	%
Reserve Ratio	59·31	43·73	52·78	13·17	15·96	30·40	54·91
Reserwepersentasie							
Liquid Asset Ratio	85·68	65·52	84·02	52·83	30·02	49·13	83·38
Persentasie liquide bate.							

DEPARTMENT OF COMMERCE AND INDUSTRIES.

★ No. 2355.] [31 December. 1943.

LEVY ON COAL.—FUEL RESEARCH INSTITUTE AND COAL ACT, 1930, AS AMENDED BY THE FUEL RESEARCH INSTITUTE AND COAL AMENDMENT ACT, 1933.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased, under and by virtue of the powers vested in him by sub-section (3) of section *twelve* of the Fuel Research Institute and Coal Act, 1930 (Act No. 36 of 1930), as amended

DEPARTEMENT VAN HANDEL EN NYWERHEID.

★ No. 2355.] [31 Desember 1943.

HEFFING OP STEENKOOL.—WET OP DIE BRANDSTOF-NAVORSINGSINSTITUUT EN STEENKOOL, 1930, SOOS GEWYSIG BY DIE WYSIGINGSWET OP DIE BRANDSTOF-NAVORSINGSINSTITUUT EN STEENKOOL, 1933.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bevoegdheid hom verleen by subartikel (3) van artikel *twaalf* van die Wet op die Brandstof-navorsingsinstituut en Steenkool, 1930

by paragraph (*a*) of section *eleven* of the Fuel Research Institute and Coal Amendment Act. 1933 (Act No. 2 of 1933), to impose a levy in respect of the calendar year 1943 of one-eighth of one penny per ton on all coal sold or used for any industrial purpose, other than the production of coal at the colliery, by every colliery situated in the Union which produced not less than 25,000 (twenty-five thousand) tons of coal during the said calendar year 1943.

(Wet No. 36 van 1930), soos gewysig by paragraaf (*a*) van artikel *elf* van die Wysigingswet op die Brandstof-navorsingsinstituut en Steenkool, 1933 (Wet No. 2 van 1933), ten aansien van die kalenderjaar 1943 'n heffing van een-agste pennie per ton te lê op alle steenkool wat verkoop is of vir enige ander industriële doel as vir die produksie van steenkool by die steenkoolmyn gebruik is deur elke steenkoolmyn wat in die Unie geleë is en wat minstens 25,000 (vyf-en-twintig duisend) ton steenkool gedurende gemelde kalenderjaar 1943 opgebring het.

DEPARTMENT OF AGRICULTURE AND FORESTRY.

No. 2288.] [24 December 1943.

APPLICATION FOR BRANDS.—CAPE PROVINCE.

It is hereby notified in terms of Brands Registration Acts, No. 12 of 1890 and No. 4 of 1897 (Cape of Good Hope), that the undermentioned applications for the registration of brands have been received:—

No. *No.*	Name. *Naam.*	Residence and Address. *Woonplek en adres.*	District. *Distrik.*	Brand. *Brandmerk.*
3297	Nel Bros./*Broers*	P.O. Box/*Posbus* 88, Mafeking	Mafeking	WN
3298	Strydom, Gideon Jacobus Lourens	Welkom, P.O./*Pk.* Madeakham	Mafeking	WS
3299	Van Tonder, Cornelis Johannes	Langlaagte, P.O./*Pk.* Kameel	Vryburg	CT
3300	Oosthuizen, Wilhelmina	Vreugde, P.O./*Pk.* Klein Schwaing	Vryburg	W
3301	Van Vuuren, Edward Jacobus Janse	97 Market Street/*Marksraat* 97, Vryburg	Vryburg	EV
3302	Liebenberg, Hendrik Johannes	Vaalboshoek, P.B./*Ps.* Forrest, Vryburg	Vryburg	L5

DEPARTEMENT VAN LANDBOU EN BOSBOU.

No. 2288.] [24 Desember 1943.

AANSOEKE OM BRANDMERKE.—KAAPPROVINSIE.

Hierby word ooreenkomstig die Brands Registration Acts, No. 12 van 1890 en No. 4 van 1897 (Kaap die Goeie Hoop), bekendgemaak dat onderstaande aansoeke om registrasie ontvang is:— 24-31-7

No. *No.*	Name. *Naam.*	Residence and Address. *Woonplek en adres.*	District. *Distrik.*	Brand. *Brandmerk.*
3297	Nel Bros./*Broers*	P.O. Box/*Posbus* 88, Mafeking	Mafeking	WN
3298	Strydom, Gideon Jacobus Lourens	Welkom, P.O./*Pk.* Madeakham	Mafeking	WS
3299	Van Tonder, Cornelis Johannes	Langlaagte, P.O./*Pk.* Kameel	Vryburg	CT
3300	Oosthuizen, Wilhelmina	Vreugde, P.O./*Pk.* Klein Schwaing	Vryburg	W
3301	Van Vuuren, Edward Jacobus Janse	97 Market Street/*Marksraat* 97, Vryburg	Vryburg	EV
3302	Liebenberg, Hendrik Johannes	Vaalboshoek, P.B./*Ps.* Forrest, Vryburg	Vryburg	L5

No. 2289.] [24 December 1943.

REGISTRATION OF BRANDS.—ORANGE FREE STATE.

The following list of brands is published for general information under section *five* of the Orange River Colony Brands Registration Ordinance, 1903:—

No. *No.*	Name. *Naam.*	Residence and Address. *Woonplek en Adres.*	District. *Distrik.*	Brand. *Brandmerk.*
2336	Polley, Alfred Edward James	115 Seventh Avenue/*Sewende Laan*, Roodepoort	Boshof	BA I

No. 2289.] [24 Desember 1943.

REGISTRASIE VAN BRANDMERKE.—ORANJE-VRYSTAAT.

Onderstaande lys van brandmerke word hierby ooreenkomstig artikel *vyf* van die Orange River Colony Brands Registration Ordinance, 1903, vir algemene informasie gepubliseer:— 24—31

No. *No.*	Name. *Naam.*	Residence and Address. *Woonplek en Adres.*	District. *Distrik.*	Brand. *Brandmerk.*
2336	Polley, Alfred Edward James	115 Seventh Avenue/*Sewende Laan*, Roodepoort	Boshof	BA I

✱ No. 2357.] [31 December 1943.

BRANDING OF CATTLE.—VICTORIA EAST.

Under the powers vested in him by section *sixteen* of the Diseases of Stock Act, 1911 (Act No. 14 of 1911), as amended, the Minister of Agriculture and Forestry has ordered as follows:—

Every owner of cattle in the area described hereunder shall brand such cattle with a branding iron in a distinctive manner and with the brand specified below, at intervals of twelve months and at such times within those intervals as may be fixed by the Government Veterinary Officer in the area affected; provided that—

(*a*) if the Government Veterinary Officer deems it necessary that the branding of any stock in such area shall be performed under his supervision, the owner of such stock, shall, after receipt of a notification to that effect from the Government Veterinary Officer, stating the time and place fixed by that officer for such branding, brand such stock under the supervision of the Government Veterinary Officer at the time and place so stated;

(*b*) such notification may be in writing under the hand of the Government Veterinary Officer or may be verbal and may be conveyed to the owner, in the case of a written notification, through the post or by delivery to the owner by the hand of any other person, or in the case of a verbal notice, by the Government Veterinary Officer or by a member of his staff or by a member of the Police Force;

(*c*) in the case of stock within a Native reserve or Native location such notification in writing received by the headman thereof may be conveyed verbally by such headman to the owners of such stock.

Area.	*Brand.*
The Sheshegu Location No. 10 in the Victoria East District.	S left hip.

Government Notice No. 1552 of the 27th August, 1943, is hereby cancelled.

✱ No. 2357.] [31 Desember 1943.

BRANDMERK VAN BEESTE.—VICTORIA-OOS.

Kragtens die bevoegdheid hom verleen by artikel *sestien* van die Veeziekten Wet, 1911 (Wet No. 14 van 1911), soos gewysig, het die Minister van Landbou as volg bepaal:—

Elke eienaar van beeste in die gebied hieronder omskryf moet daardie beeste met tussenpose van twaalf maande en op die tye binne daardie tydperke wat die Staatsveearts in die betrokke gebied vasstel, met 'n brandyster op 'n onderskeidende manier brand met die brandmerk wat hieronder gespesifiseer word; met dien verstande dat—

(*a*) as die Staatsveearts dit nodig ag dat enige beeste in sodanige gebied onder sy toesig gebrandmerk moet word, die eienaar van sulke beeste na ontvangs van 'n kennisgewing te dien effekte van die Staatsveearts, waarin die tyd en plek deur daardie beampte vir sodanige brandmerk vasgestel aangegee word, dardie beeste onder toesig van die Staatsveearts op die aldus vasgestelde tyd en plek moet brandmerk;

(*b*) sodanige kennisgewing skriftelik en deur die Staatsveearts ondertoken kan wees of anders mondelings en dat dit tot die kennis van die eienaar gebring kan word; in die geval van 'n skriftelike kennisgewing, deur middel van die pos of per hand deur 'n ander persoon; of in die geval van 'n mondelinge kennisgewing, deur die Staatsveearts of deur 'n lid van sy personeel of deur 'n lid van die Polisiemag;

(*c*) sodanige skriftelike kennisgewing in die geval van beeste binne 'n naturellereserwe of naturellelokasie deur die hoof ontvang, mondelings deur hom aan die eienaars van sodanige beeste oorgebring kan word.

Gebied.	*Brand.*
Die Sheshegu-lokasie No. 10, in die distrik Victoria-Oos.	S linkerheup.

Goewermentskennisgewing No. 1552 van 27 Augustus 1943, word hierby ingetrek.

✱ No. 2356.] [31 December 1943.

The following brands have been duly allotted and registered in terms of the Great Stock Brands Ordinance (Ordinance No. 15 of 1904, Transvaal), during the Quarter ended 30th September, 1943.

✱ No. 2356.] [31 Desember 1943.

Onderstaande Brandmerke is gedurende die kwartaal geeindig 30 September 1943 toegewys en geregistreer kragtens The Great Stock Brands Ordinance (Ordonnansie No. 15 van 1904, Transvaal).

No. of Brand. *No. van Brandmerk.*	Name of Owner. *Naam van Eienaar.*	Address. *Adres.*	District. *Distrik.*	Brand. *Brandmerk.*	No. of Certificate. *No. van Sertifikaat.*	Date of Registration. *Datum van Registrasie.*
416	Wessels, Daniel Abraham	Enon, P.O. Box—Posbus 22, Amersfoort	Amersfoort	△W1	1	26/7/43
417	Lowhills Ranching Co. (Tecklenburg, E. C., F. and—en L. G., and—en A. Lurie)	Hanging Stone, P.O.—Pk. Barberton	Barberton	NO⊥	824	26/7/43
418	Nader, Norman	P.O. Box—Posbus 84, Barberton	Barberton	N1≥	825	11/9/43
419	Swart, Jacobus Johannes	Aangewys, P.O.—Pk. Kriel	Bethal	⊢1T	669	24/7/43
420	van der Berg, Gerhardus Jacobus	Railway—Spoorweg, Leslie	Bethal	⊢2G	670	6/9/43
421	van der Westhuizen, Hendrik Schalk	Plot—Perseel No. 93, Witpoort, Brakpan	Bethal	⊢1W	671	14/9/43
422	Ross, G. E. N., Dr.	P.O. Box—Posbus 6410, Johannesburg	Belfast	⊂R1	40	28/8/43
423	Ross, J. J.	P.O. Box—Posbus 6410, Johannesburg	Belfast	⊂R2	41	28/8/43
424	Ross, J. J.	P.O. Box—Posbus 6510, Johannesburg	Belfast	⊂R3	42	28/8/43
425	van Rensburg, Pieter Jacobus Janse	Rietvlei No. 96, P.O.—Pk. Machadodorp	Belfast	⊂R4	43	27/9/43
426	van der Merwe, Gideon Daniel	Tweeboschen No. 357, P.O.—Pk. Rostrata	Bloemhof	BX4	10	13/7/43
427	du Toit, Tim	P.O. Box—Posbus 834, Pretoria	Brits	⊇0T	202	15/7/43
428	Diedericks, Jacob Johannes	Rooikoppies No. 65, P.O.—Pk. Beestekraal	Brits	⊇2D	207	15/7/43
429	Wassyng, David Leon	P.O. Box—Posbus 6064, Johannesburg	Brits	⊇W5	208	15/7/43
430	Diffenthal, Wilhelm Johan Richard	Kleinfontein, P.O.—Pk. Rashoop	Brits	⊇4D	209	15/7/43
431	Webb, George Atherstone	23 Ashwold Road—-weg, Johannesburg	Brits	⊇W3	210	15/7/43
432	van Heerden, Pieter Willem	Rooikoppies No. 32, P.O.—Pk. Brits	Brits	⊇V9	211	15/7/43
433	Kirchner, Johannes Petrus	P.O. Box—Posbus 15, Brits	Brits	⊇K0	212	15/7/43
434	van Wyk, Stephanus Johannes	Kameeldrift, P.O.—Pk. Corona	Brits	⊇5V	213	17/7/43
435	van Staden, Adam Jacobus	Vaalkop, P.O.—Pk. Assom	Brits	⊇9S	214	3/8/43
436	du Plessis, Jacobus Christoffel	Slagkraal, P.O.—Pk. Beestekraal	Brits	⊇P4	215	9/8/43
437	Michau, Johannes Francois	Klipkop, P.O.—Pk. Pansdrift	Brits	⊇M4	216	17/8/43
438	Kruger, Theunis Johannes (P/son—seun)	Rooikoppies No. 44, P.O.—Pk. Vasval	Brits	⊇K7	217	24/8/43
439	Denton, Pieter Johannes	Kameeldrift-Oos, P.O.—Pk. Corona	Brits	⊇5D	218	6/9/43
440	du Toit, Jurgens	P.O. Box—Posbus 12, Randfontein	Brits	⊇2T	219	16/9/43
441	du Plessis, Jacobus Christoffel (J.C./son—seun)	Zoutpansdrift, P.O.—Pk. Pansdrift	Brits	⊇6P	220	24/9/43
442	Jacobs, Daniel Johannes Stefanus	Zoutpansdrift, P.O.—Pk. Pansdrift	Brits	⊇6D	221	29/9/43
443	van der Walt, Stephanus	C/o—P/a Barclays Bank (Dominion, Colonial and Overseas), Dewetsdorp	Carolina	1CW	630	6/8/43
444	van Rensburg, Lukas Willem Janse	Strathrae, P.O.—Pk. Wonderfontein	Carolina	8CR	631	19/8/43
445	Burger, Maria Magrietha Magdalena	Meadowbank, P.O.—Pk. The Brook	Ermelo	∃Y1	796	14/7/43
446	Luitingh, Gerrit Anton	P.O. Box—Posbus 134, Ermelo	Ermelo	∃L8	797	1/9/43
447	van Wyk, Louis Johannes	Bloempoort,. P.O.—Pk. Denilton	Groblersdal	fV3	12	19/8/43
448	Dreyer, Petrus Johannes	Plot—Perseel No. 26, P.O.—Pk. Rooikraal	Groblersdal	fD3	13	8/9/43
449	Olivier, Tobias Johan	Plot—Perseel No. 5, P.O.—Pk. Rooikraal	Groblersdal	fT1	14	9/9/43
450	Bosman, Petrus Jacobus	Plot—Perseel No. 15, P.O.—Pk. Rooikraal	Groblersdal	fB2	15	11/9/43
451	Kruger, G	Vlakfontein, P.O.—Pk. Greylingstad	Heidelberg	H9K	636	21/7/43
452	Becker, Daniel Johannes Hendrik	Wildebeeslaagte, P.O.—Pk. Erma	Klerksdorp	⊼B7	183	2/7/43
453	Poltas, Adriaan Petrus Jacobus	Irene Street—-straat 2, Klerksdorp	Klerksdorp	⊼5P	184	2/7/43
454	Jooste, Wessel Hermaas (H/son—seun)	Mohemsvlei, Private Bag—Possak No. 1, Klerksdorp	Klerksdorp	⊼7J	185	30/7/43
455	Jooste, Frieda Kirstein, Miss—Mej	Mohemsvlei, Private Bag—Possak No. 1, Klerksdorp	Klerksdorp	⊼J0	186	30/7/43
456	Horwitz, Charles Harry	P.O. Box—Posbus 29, Klerksdorp	Klerksdorp	⊼H5	187	22/9/43
457	de Nysschen, Hendrik Jacobus	P.O. Box—Posbus 143, Roodepoort	Krugersdorp	8KZ	722	5/7/43
458	Swanepoel, Abraham Christoffel	C/o—P/a 19 Stiemen Street—-straat, Johannesburg	Krugersdorp	6KS	723	14/9/43
459	Jongbloed, Theyman	P.O.—Pk. Tzaneen	Letaba	⊼J7	13/1943	27/7/43
460	van Schalkwyk, Rex Theunis	Ventershoek, P.O. Box—Posbus 59, Tzaneen	Letaba	⊼7S	14/1943	5/8/43
461	van der Gryp, Sico Gouidofredus Nauta	Plaatrand, P.O.—Pk. Duiwelskloof	Letaba	⊼1G	15/1943	11/8/43
462	Joubert, Allen, Mrs.—Mevr.	Rubberhead, P.O.—Pk. Rubbervale	Letaba	⊼J3	16/1943	12/8/43
463	Myburg, Nicolaas Johannes	Rubberhead, P.O.—Pk. Rubbervale	Letaba	⊼M3	17/1943	12/8/43
464	Foster, Pieter Daniel	Josephine, P.O.—Pk. Gravelotte	Letaba	⊼F7	18/1943	11/9/43
465	Jaek Kletz & Co.—Kie	P.O. Box—Posbus 174, Lichtenburg	Lichtenburg	⊥K0	661	2/7/43
466	van den Heever, Anna Johanna	Ottosdal, P.O.—Pk. Ottosdal	Lichtenburg	⊥9D	662	5/7/43
467	Grobbelaar, Susanna Maria, Mrs.—Mevr.	P.O. Box—Posbus 144, Lichtenburg	Lichtenburg	⊥9C	663	25/8/43
468	Pretorius, Jan Benjamin	Kaalkraal, P.O.—Pk. Coligny	Lichtenburg	⊥9P	664	14/9/43
469	Hesse, Walter Schulenburg	Lutterlöh, P.O.—Pk. Rooijantjesfontein	Lichtenburg	⊥H0	665	18/9/43
470	Swart, Pieter Daniel	Pulfontein, P.O.—Pk. Nietverdiend	Marico	M⊼5	1611	2/7/43
471	du Plessis, Hendrik Lourens	Welgevonden, P.O.—Pk. Silkaatskop	Marico	M5>	1612	17/7/43
472	Bierman, Francois Petrus	Vaalkop, P.O. Box—Posbus 30, Zeerust	Marico	M⊲⊼	1613	20/7/43
473	Snyman, Rudolf Gerhardus Christoffel	Droëdal, P.O.—Pk. Zwingli	Marico	M⊼6	1614	20/7/43
474	Roux, Arend Jacobus	Palmietfontein, P.O.—Pk. Zeerust	Marico	M9>	1615	27/7/43
475	Boshoff, Esias Engelbertus	Veeplaas, P.O.—Pk. Schuinsdrift, via—oor Groot Marico	Marico	M0>	1616	27/7/43
476	Potgieter, Gerhardus Stephanus Christoffel	Doornkraal, P.O.—Pk. Groot Marico	Marico	M⊲⊼	1617	20/8/43
477	van Tonder, Gideon Daniel	Turfbult, P.O.—Pk. Nietverdiend	Marico	M⊼⊂	1621	2/9/43
478	Odendaal, Jacobus Johannes	Schuinsdrift No. 283, P.O.—Pk. Schuinsdrift	Marico	M0⊃	1622	15/9/43
479	Steyn, Frans Eduard	Schuinsdrift No. 283, P.O.—Pk. Schuinsdrift	Marico	M0⊆	1623	18/9/43
480	du Preez, Mathys Magiel	Luipaardshoek, P.O.—Pk. Roossenekal	Middelburg	G⊋1	1944	12/8/43
481	le Roux, Daniel Benjamin	Boesmanskranz, P.O.—Pk. Vaalkranz	Middelburg	G⊢1	1945	7/9/43
482	White Rivers Plantations (Pty.), Ltd.	Bossieskop, P.O.—Pk. Nelspruit	Nelspruit	mW8	123	11/9/43
483	Olivier, Johannes Lodewicus	P.O. Box—Posbus 2, Pietersburg	Pietersburg	ΣU4	1862	30/7/43
484	du Toit, Gert Erasmus	22 Magasyn Street—-straat, Pietersburg	Pietersburg	Σ5G	1864	16/8/43
485	Israelsohn, Solomon Rudolph	P.O. Box—Posbus 6, Zoekmekaar	Pietersburg	Σ5R	1865	25/8/43
486	Adendorff, Jan Carl	45 Biccard Street—-straat, Pietersburg	Pietersburg	ΣX5	1866	31/8/43
487	Dames, Micholl Christoffel	106 Magazyn Street—-straat, Pietersburg	Pietersburg	ΣC9	1867	7/9/43
488	Meyer, Valentine Theodore	Lutopi, P.O.—Pk. Mica	Pietersburg	Σ9T	1868	8/9/43
489	Naude, Elizabeth Maria, Dr.	P.O. Box—Posbus 513, Pretoria	Pretoria	⊲⊢1	3674	20/7/43
490	van den Heever, Daniel Johannes	Auditor and Controller general—Ouditeur en Kontroleur-generaal	Pretoria	⊲=0	3676	17/8/43
491	Boshoff, Francois Petrus Jacobus	1090 Paul Kruger Street—-straat, Pretoria	Pretoria	⊲9⊆	3677	16/9/43

No. of Brand. *No. van Brandmerk.*	Name of Owner. *Naam van Eienaar.*	Address. *Adres.*	District. *Distrik.*	Brand. *Brandmerk.*	No. of Certificate. *No. van Sertifikaat.*	Date of Registration. *Datum van Registrasie.*
492	Liebenberg, Barend Johannes	Rickerslaer No. 511, P.O.—Pk. Skilpadfontein	Pretoria	⋖9⌟	3678	16/9/43
493	du Preez, Pieter Engelbertus	P.O. Box—Posbus 334, Pretoria	Pretoria	⋖7>	3679	16/9/43
494	Schutte, Christoffel H	Ponieskranz No. 21, Pilgrims Rest—Pelgrimsrus	Pilgrims Rest—Pelgrimsrus	>S5	55	6/7/43
495	Sandenbergh, A. N., and—en J. A. B., and—en W. H. A. Brummer	P.O. Box—Posbus 440, Pretoria; Brooklyn Air Station—Lughawe, Cape Town—Kaapstad, and—en P.O. Box—Posbus 5, Pretoria	Pilgrims Rest—Pelgrimsrus	>B8	56	21/7/43
496	van Zyl, Adriaan Marthinus	Teviotdale, P.O.—Pk. Loopspruit	Potchefstroom	⌂Z7	1440	16/8/43
497	Heenop, Jan Philippus N	83 River Street—Rivierstraat, Potchefstroom	Potchefstroom	⌂J4	1442	10/9/43
498	Enslin, Johannes Jacobus	Kroonstad No. 365, P.O.—Pk. Villa Nora	Potgietersrus	M⊔5	759	12/7/43
499	Durandt, Jan Jonathan	Lunsklip, P.O.—Pk. Lunsklip	Potgietersrus	M⌂8	760	15/7/43
500	Joubert, Petrus Johannes	Woolwich, P.O.—Pk. Marnitz	Potgietersrus	M6⊃	761	28/7/43
501	van Staden, Daniel Petrus	278 Hoofd Street—straat, Potgietersrus	Potgietersrus	M3⌂	762	9/8/43
502	Barwise, Abraham Johannes	Bonteberg, P.O.—Pk. Baltimore, via—oor Potgietersrus	Potgietersrus	M2⋖	763	17/8/43
503	Oosthuizen, G. van R. (Enterprise Pound—Skut)	Enterprise, P.O.—Pk. Marnitz	Potgietersrus	◊8M	764	26/8/43
504	Rickert, Hester Aletta Beyers	Ernest, P.O.—Pk. Maasstroom	Potgietersrus	M2⌀	765	3/9/43
505	Swanepoel, Anthonie Philipus	Morgenson, P.B.—Ps. Turfbult, via—oor Naboomspruit	Potgietersrus	M7⌀	766	6/9/43
506	van Deventer, Pieter Gabriel	Begeman, P.O.—Pk. Swartwater	Potgietersrus	M4>	767	20/9/43
507	Engelbrecht, Jacobus Petrus	Bellevue, P.O.—Pk. Tolwe	Potgietersrus	M8⊔	768	20/9/43
508	de Kock, Jacobus Johannes	Steenbokkloof, P.O.—Pk. Woudkop	Potgietersrus	M⌂3	769	20/9/43
509	Botha, Martinus Willem	Uyenvallei, P.O.—Pk. Tolwe	Potgietersrus	M2⋗	770	20/9/43
510	Hughes, Rowland	Cornwall, c/o—p/a W. Drummond, P.B.—Ps. Genoahalt, via—oor Potgietersrus	Potgietersrus	M⌅5	771	29/9/43
511	Kok, Hermanus Johannes Wessels	Grootvlei, P.O.—Pk. Naboomspruit	Potgietersrus	M3⌟	772	29/9/43
512	Roux, Johannes Adam	Eerstekranz, P.O.—Pk. Young Uzutu	Potgietersrus	M3⌀	774	29/9/43
513	Wycherley, John William	P.O. Box—Posbus 36, Roodepoort	Roodepoort	∩W5	5	29/9/43
514	Malan, Charles, and—en Jacob	Bellevue, P.O.—Pk. Makoppa	Rustenburg	⌅M9	3583	13/7/43
515	Fuls, Arnold Johannes Christoph	Bultfontein No. 354, P.O.—Pk. Boshoek	Rustenburg	⌅A6	3584	13/7/43
516	Lange, Ernst Friedrich	P.O.—Pk. Silwerkrans, via—oor Swartruggens	Rustenburg	⌅L9	3585	13/7/43
517	Jacobs, Jacobus Marthinus	Bossieshoek, P.O.—Pk. Makoppa	Rustenburg	⌅8K	3586	14/7/43
518	Lee, Charel Johannes	Groenendal, P.O.—Pk. Oostermoed	Rustenburg	⌅4L	3588	15/7/43
519	Joubert, Phillippus Petrus	Brussels, P.O.—Pk. Dwaalboom	Rustenburg	⌅8L	3589	15/7/43
520	Botha, Hendrik Johannes	Swartkoppies, P.O.—Pk. Marikana	Rustenburg	⌅4A	3590	16/7/43
521	Korsman, Nicolaas Cornelus	P.O. Box—Posbus 217, Benoni	Rustenburg	⌅K9	3592	16/7/43
522	Lange, Georch Friedrich Theodor	P.O.—Pk. Kroondal	Rustenburg	⌅6L	3593	21/7/43
523	Conradie, Dawid Hendrik Jeremiah	Modderfontein, P.O. Box—Posbus 139, Rustenburg	Rustenburg	⌅0C	3594	27/7/43
524	Conradie, Alwyn Petrus	Modderfontein, P.O. Box—Posbus 6, Rustenburg	Rustenburg	⌅7R	3595	27/7/43
525	Potgieter, Evert Frederick	Sterkstroom, P.O.—Pk. Twyfelspoort	Rustenburg	⌅E8	3596	5/8/43
526	Botes, Petrus Johannes	Mooiplaas, P.B.—Ps. Maricodraai	Rustenburg	⌅N9	3597	5/8/43
527	Fourie, Louis Petrus	Klipplaat, P.O.—Pk. Wevedeen	Rustenburg	⌅7F	3598	14/8/43
528	Botha, Willem Carl Hurter M	Witklip, P.O.—Pk. Massikier	Rustenburg	⌅7W	3599	14/8/43
529	Oberholzer, Lourens Petrus	Liverpool, P.O.—Pk. Breedpan	Rustenburg	⌅T0	3600	14/8/43
530	de Jager, Johannes Jacobus (M/son—seun)	Witgatpan, P.O.—Pk. Sentrum, via—oor Thabazimbi	Rustenburg	⌅9D	3603	24/8/43
531	Penzhorn, Robert Thomas	Waterkloof, P.O.—Pk. Kroondal	Rustenburg	⌅F0	3604	24/8/43
532	Cronje, Hercules Jacobus	Goedgedacht, P.O.—Pk. Silwervalley	Rustenburg	⌅0E	3605	25/8/43
533	van den Berg, Jacobus Johannes	Rietfontein, P.O.—Pk. Kwikstaart	Rustenburg	⌅X3	3606	25/8/43
534	Oosthuizen, Johan Fredrik	Groenvlei Central School—Sentrale Skool, P.O.—Pk. Sentrum	Rustenburg	⌅F4	3607	26/8/43
535	Horn, Philippus Jacobus	Haakdoorndrift, P.O.—Pk. Thabazimbi	Rustenburg	⌅0R	3608	27/8/43
536	van den Heever, M. J. B., and—en Sussman, B	Kwaggashoek, P.O.—Pk. Mabaalstad	Rustenburg	⌅F7	3609	1/9/43
537	Bosch, Johan Louis	Groeneboom, P.O.—Pk. Drieviersboom	Rustenburg	⌅0F	3610	1/9/43
538	Buitendag, Susanna Magdalena	Rustenburg, No. 476, P.O.—Pk. Dwaalboom	Rustenburg	⌅8F	3611	1/9/43
539	Watson, William	649 Prince George Avenue—laan, Brakpan	Rustenburg	⌅8W	3612	6/9/43
540	Bellew, Louis	Nooitgedacht, P.O.—Pk. Northam	Rustenburg	⌅8N	3613	9/9/43
541	Fourie, Willem Sternberg	Swartkop No. 711, P.O.—Pk. Marikana	Rustenburg	⌅W7	3614	10/9/43
542	Botha, Adriaan Hendrikus	Groenkloof No. 418, P.O.—Pk. Wolhuterskop	Rustenburg	⌅0A	3615	13/9/43
543	Oosthuizen, Gert Jacobus	Schoongezicht, P.O.—Pk. Lindleyspoort	Rustenburg	⌅4G	3616	15/9/43
544	Holl, Frederick Ernst	Rheebokkloof, P.O. Box—Posbus 7, Northam	Rustenburg	⌅T4	3617	15/9/43
545	Heystek, D. R., and—en Heystek, J	Rhebokkloof, P.O.—Pk. Northam	Rustenburg	⌅R8	3618	15/9/43
546	Potgieter, George Anthonie	Swartkop Chrome Mine—Kroom Myn, P.O.—Pk. Tussenin	Rustenburg	⌅9G	3619	16/9/43
547	Oosthuizen, Johannes Louis	Uitval, P.O.—Pk. Vlakte	Rustenburg	⌅X0	3620	16/9/43
548	Engelbrecht, Schalk Willem Hendrik	Kalbaspan, P.O.—Pk. Sentrum	Rustenburg	⌅E9	3621	18/9/43
549	Steyn, Barend Sebastiaan	Middelin, P.O.—Pk. Lindleyspoort	Rustenburg	⌅0X	3622	21/9/43
550	du Plessis, S. L., and—en du Plessis, J. M.	Rooikoppies No. 171, P.O.—Pk. Marikana	Rustenburg	⌅3X	3623	24/9/43
551	Geldenhuys, Hendrik Abraham	Langrand, P.O.—Pk. Ramakokstad	Rustenburg	⌅8X	3625	29/9/43
552	Sher, Louis	Sonderfout Estate, Drydon	Springs	⌟S2	41	16/8/43
553	Botha, Hendrik Christoffel	Mooifontein, P.O.—Pk. New Denmark	Standerton	SQ9	579	11/9/43
554	van der Wath, Frederick Johannes Phillippus	Klipplaatdrift, P.O.—Pk. Platrand	Standerton	SF3	580	23/9/43
555	Joffe, Morris	285 Main Street—straat, Jeppe, Johannesburg	Ventersdorp	⋖7J	155	1/7/43
556	du Toit, Jacobus Andries Petrus	Leeuwfontein, P.O.—Pk. Niemeer, via—oor Ventersdorp	Ventersdorp	⋖D9	156	9/7/43
557	Kruger, Diederik Johannes	Witrandsfontein, P.O.—Pk. Witrandsfontein, via—oor Ventersdorp	Ventersdorp	⋖0K	157	18/8/43
558	Oosthuizen, Petrus Erasmus	Morgenzon, P.O.—Pk. Klerkskraal	Ventersdorp	⋖P0	158	1/9/43
559	Terre Blanche, De, Villebois, Mareul	Witrandjiesfontein, P.O.—Pk. Klipplaatsdrift	Ventersdorp	⋖1T	159	1/9/43
560	Motara, Soloman Ebrahim (Ind.)	P.O. Box—Posbus 5, Ventersdorp	Ventersdorp	⋖M5	160	11/9/43

No. of Brand. *No. van Brandmerk*	Name of Owner. *Naam van Eienaar.*	Address. *Adres.*	District. *Distrik.*	Brand. *Brandmerk.*	No. of Certificate. *No. van Sertifikaat.*	Date of Registration. *Datum van Registrasie.*
561	Gora, Mahaned Ersack	P.O. Box—Posbus 9, Ventersdorp	Ventersdorp	<G9	161	11/9/43
562	Gouws, Jacob Josef	172 Joubert Street—straat, Volksrust	Volksrust	ΛG1	12	31/7/43
563	Kieser, Hendrik Minnaar	61 North Street—Noordstraat, Volksrust	Volksrust	ΛK0	13	29/9/43
564	Vorster, Willem Stefanus	Donkerpoort, P.O.—Pk. Nylstroom	Waterberg	WW0Λ	2512	1/7/43
565	Welgemoed, Thomas Jacobus	Witfontein No. 89, P.O.—Pk. Hermanusdoorns	Waterberg	WW7⊥	2513	5/7/43
566	Pein, Isodore	Sutter Road—weg, Warmbaths—Warmbad	Waterberg	WWWd9	2514	15/7/43
567	Kuschke, Herman Erwen Emil	Sandfontein, P.O.—Pk. Nylstroom	Waterberg	WWWU1	2515	27/7/43
568	Rossouw, Willem Johannes Jacobus	Mongue on Molimo, P.O.—Pk. Beauty	Waterberg	WWWR8	2516	28/7/43
569	Holtzhausen, Hildegeard Petrus Victor	Haakdoornsdraai, P.O.—Pk. Hermanusdoorns	Waterberg	WW6Λ	2517	3/8/43
570	du Plessis, Paul Jakobus	Kafferfontein No. 108, P.O.—Pk. Vischgat	Waterberg	WWWF0	2518	6/8/43
571	du Toit, Hendrik Phillippus	Mooifontein, P.O.—Pk. Vaalwater	Waterberg	WWWT2	2519	12/8/43
572	Nell, Elizabeth Johanna Maria	Eendrag, P.O.—Pk. Monte Christo	Waterberg	WWW13	5220	25/8/43
573	Budd, Wilfred Lindsay	Rietfontein No. 3, P.O.—Pk. Naboomspruit	Waterberg	WWWT0	2521	30/8/43
574	Barratt, F. R., and—en Bezuidenhout, F.	47 Main Reef Road—weg, Luipaardsvlei	Waterberg	WW2B	2522	2/9/43
575	de Beer, Josef Johannes	Leeuwpoort, P.O. Box—Posbus 39, Nylstroom	Waterberg	WW8Z	2523	2/9/43
576	Horn, Pieter Willem	Grootfontein, P.O.—Pk. Ellis Ras	Waterberg	WW5d	2524	8/9/43
577	Odendaal, Willem Adriaan	Bulspruit, P.O.—Pk. Bulgerivier	Waterberg	WW0A	2525	18/9/43
578	Boshoff, Hendrik Louis	P.O. Box—Posbus 2, Randfontein Estate, Randfontein	Waterberg	WW1Z	2526	20/9/43
579	du Preez, Johannes Lodewikus	Mountjoy, P.O.—Pk. Villa Nora	Waterberg	WWq2	2527	22/9/43
580	Holloway, Johanna Maria, Mrs.—Mevr.	P.O. Box—Posbus 48, Warmbaths—Warmbad, Transvaal	Waterberg	WW0A	2528	30/9/43
581	Bester, Jan Gerhardus	Messina, P.O.—Pk. Messina	Zoutpansberg	3GB	2002	6/7/43
582	van Graan, Cecilia Aletta	Albasini, P.O.—Pk. Mopani	Zoutpansberg	4GC	2003	13/8/43
583	van der Merwe, P. J.	Killgour, P.O. Box—Posbus 57, Messina	Zoutpansberg	0GP	2004	21/8/43
584	Etsebeth, Jacobus Pieter	180 Visagie Street—straat, Pretoria	Zoutpansberg	5GE	2005	1/9/43
585	Heinlein, Theodorus, H. G.	P.O.—Pk. Brombeek	Zoutpansberg	5GH	2006	1/9/43
586	Bouwer, William Aubrey	Sterkstroom, P.O.—Pk. Louis Trichardt	Zoutpansberg	8GB	2007	10/9/43
587	van der Merwe, Gert Jacobus	Kairo Quarries, Waterpoort	Zoutpansberg	8GA	2008	13/9/43
588	du Plessis, Andries Hendrik	Messina, P.O.—Pk. Messina	Zoutpansberg	3GD	2009	20/9/43
589	Graham, Cornelius	Grenfell, P.O.—Pk. Messina	Zoutpansberg	5GC	2010	21/9/43
590	Labuschagne, Casper Jeremias	Loura, P.B.—Ps. Adien Halt	Zoutpansberg	5GL	2011	24/9/43
591	Coetzee, P. A.	30 Balmoral Avenue—laan, Rossmore, Johannesburg	Zoutpansberg	2GC	2012	29/9/43

NATIVE BRANDS—NATURELLEBRANDMERKE.

56	Maseki, Andrew	Hartebeesfontein, P.O.—Pk. Suppingstad	Marico	*MA7*	250	17/8/43
57	Masipa, Chief Charlie	Legkraal, P.O.—Pk. Legkraal	Pietersburg	*C0*	1863	30/7/43
58	Lekalakala, Kgokani	Tiberius, P.B.—Ps. 50, via—oor Potgietersrus	Potgietersrus	*K0*	151	12/7/43
59	Makwena, Picanin	Buffelsfontein, P.O.—Pk. Steilloop	Potgietersrus	*P2*	152	20/9/43
60	Masilela, Ryperd	Swartkoppies No. 571, Pretoria	Pretoria	*7R*	3137	17/8/43
61	Modise, Ben	Olienhoutbos, P.O.—Pk. Voortrekkerhoogte	Pretoria	*9R*	3138	17/8/43
62	Segalagala, Frans Rathaba	Leeukraal No. 202, Pretoria	Pretoria	*8V*	3139	17/8/43
63	Ngazimbi, Jim Masemula	Roodepoortjie, c/o—p/a S.A. Police—Polisie, Susterstroom	Pretoria	*8R*	3140	16/9/43
64	Motloutsi, Jonas	Winterveld, P.O.—Pk. Hebron	Pretoria	*0R*	3141	29/9/43
65	*Mougake, Labius Rantangana*	Worcester, P.B.—Ps. Cumberland	Rustenburg	*W0*	1168	13/7/43
66	Mokate, Daniel	Beestekraal, P.O.—Pk. Marikana	Rustenburg	*W9*	1169	13/7/43
67	Molefe, Carffes	C/o—P/a T. A. Kruger, Welgevonden, P.O.—Pk. Rooibosbult, via—oor Warmbaths—Warmbad	Rustenburg	*2Q*	1170	14/7/43
68	Nkoe, Moarabi	Grootfontein, P.O.—Pk. Silwerkrans	Rustenburg	*Z9*	1171	16/7/43
69	Kgokong, Seturno	Kafferkraal, P.O.—Pk. Weevedeen	Rustenburg	*E0*	1172	14/8/43
70	Sogodi, Fustus	Kafferskraalbult, P.O.—Pk. Zwartruggens	Rustenburg	*F9*	1173	16/8/43
71	Mondsho, Boas	Skaapkraal, P.O.—Pk. Marikana	Rustenburg	*7F*	1174	16/8/43
72	Mapenyane, Johannes	Elandsdrift, P.O.—Pk. Marikana	Rustenburg	*9X*	1175	17/8/43
73	Mojaocsie, Piet	Grootkuil, P.O.—Pk. Tussenin	Rustenburg	*8X*	1176	21/8/43
74	Kekane, Khupani	Nooitgedacht, P.O.—Pk. Silakatskop, via—oor Groot Marico	Rustenburg	*2Z*	1177	13/9/43
75	Modise, Lukas	C/o—P/a J. P. Roux, 909 Arcadia Street—straat, Pretoria	Waterberg	*D0*	1061	4/8/43
76	Makabula, Hendrik	Adriaanshoop, P.O.—Pk. Alma	Waterberg	*H0*	1062	12/8/43
77	Matau, Philemon	Olievenspoort, P.O.—Pk. Marahcki	Waterberg	*F0*	1063	18/8/43

BRANDS TRANSFERRED—BRANDMERKE OORGEDRA.

No. of Brand. *No. van Brandmerk.*	Transferred from. *Oorgedra van.*	Transferred to. *Oorgedra aan.*	Address. *Adres.*	District. *Distrik.*	Brand. *Brandmerk.*	No. of Certificate. *No. van Sertifikaat.*	Date of Transfer. *Datum van oordrag.*
22	Malherbe, Samuel, P.	Malherbe, Samuel Pieter	Leeufontein, P.O.—Pk. Carolina	Carolina	C5S	128	28/8/43
23	Prinsloo, J. P.	Stols, W. P.	Blaauwbank, P.O.—Pk. Goudryk	Krugersdorp	◊K0	724	27/9/43
24	Watson, R.	Oberholzer, D. C.	Kwarriefontein, P.O.—Pk. Mabaalstad	Marico	M≥2	1611	24/8/43
25	Lemmer, J. C.	Lemmer, Hendrik Jacobus	Buurmansdrift, P.O.—Pk. Buurmansdrift	Marico	MU4	1619	24/8/43
26	Transvaal Estates and Development Company	Swart, Hendrik Jacobus	P.O.—Pk. Nietverdiend	Marico	M⊢Z	1620	25/8/43
27	Heenop, C. H.	du Preez, J. P. N.	Vyfhoek, P.O.—Pk. Potchefstroom	Potchefstroom	0dH	1441	20/8/43
28	de Visser, Hendrik	de Visser, Gerrit Johannes	Kromdraai, P.O.—Pk. Hammanskraal	Pretoria	⊲⧖2	3675	1/7/43
29	Dixon & Sons—Seuns	Dixon, Edward	P.O. Box—Posbus 52, Cleveland	Pretoria	0⊲H	3680	29/9/43
30	Middleton, Felix Clarence	Susan, Cornelis Hericus	Haarlem	Piet Retief	F1U	—	27/9/43
31	Bronkhorst, J. H.	Bronkhorst, Johannes Hendrik (Jnr.)	Faure No. 1055, P.O.—Pk. Makoppa	Rustenburg	R7J	3546	21/9/43
32	Swart, G. P. J.	Swart, D. J.	871 Van Belkum Street—straat, Rustenburg	Rustenburg	R5T	3587	14/7/43

No. of Brand. *No. van Brandmerk.*	Transferred from. *Oorgedra van.*	Transferred to. *Oorgedra aan.*	Address. *Adres.*	District. *Distrik.*	Brand. *Brandmerk.*	No. of Certificate. *No. van Sertifikaat.*	Date of Transfer. *Datum van Oordra.*
33	Thabazimbi Mine—myn (Iscor)	Iscor Utility Stores (Pty.), Ltd.	P.O. Box—Posbus 1091, Pretoria	Rustenburg....	R1⊢	3591	16/7/43
34	Malan, Gideon Francois	Malan, Jacob Stefanus..	Onverwacht, P.O.—Pk. Gelria..	Rustenburg....	ɣG8	3601	16/8/43
35	Botha, Johannes Juric	Botha, Johannes Juric (J.J./son—seun)	Rhenosterhoek, Rustenburg.....	Rustenburg....	R9B	3602	16/8/43
36	Robbertze, Johannes..	Jacobs, J. M.....	Cumberland, Rustenburg.....	Rustenburg....	≏8T	3624	27/9/43
37	Seegers, C. P. A. (Snr.)	Seegers, Constant Petrus Albertus	Geelhoutkop, P.O.—Pk. Twenty-Four Rivers	Waterberg.....	1WP	129	24/9/43
38	Geldenhuys, L.....	Geldenhuys, Timo.....	Uithou, P.O.—Pk. Louis Trichardt	Zoutpansberg..	Q3B	45	27/9/43
39	Vorster, M. C.....	Vorster, P. A. C.....	Elanskraal No. 46, P.O.—Pk. Bandolierskop	Zoutpansberg..	Q4M	199	13/2/43

NATIVE BRANDS TRANSFERRED—NATURELLEBRANDMERKE OORGEDRA. WW

40	Ramashebe.....	Rasikwepe, Piet.....	Petrusdam.....	Marico.....	*MY2*	249	13/8/43
41	Piet.....	Rakodi, Hendrik.....	Leeufontein, P.O.—Pk. Blairbeth	Marico.....	*MD2*	251	23/8/43

✱ No. 2358.] [31 December 1943.

INFECTED AREAS: RABIES.

The Minister of Agriculture and Forestry has, under the powers vested in him by sub-section (4) of section *nine* of the Diseases of Stock Act, 1911 (No. 14 of 1911), as amended, made the declaration of an infected area specified in paragraph 1 hereunder, and has further under the powers vested in him by section *sixteen* of the said Act issued the order specified in paragraph 2 hereunder, in relation to the area so declared to be an infected area:—

1. The farm Doornhoek No. 34 in the Schweizer Reneke District (Transvaal) is hereby declared to be an area infected with rabies.

2. No person shall move any dog or cat from one place to another place within the area described in paragraph 1, above, except on the authority of a written permit issued by a Government Veterinary Officer, and subject to such conditions as he may impose.

NOTE.—Attention is drawn to the provisions of sub-section (1) of section *twelve* of Act No. 14 of 1911, as amended, prohibiting the removal of stock into or out of an infected area, except upon the written permission of an officer.

✱ No. 2359.] [31 December 1943.

COMPULSORY DIPPING OF CATTLE.

Under the powers vested in him by paragraph (*e*) of section *sixteen* of the Diseases of Stock Act, 1911 (Act No. 14 of 1911), as amended, the Minister of Agriculture and Forestry has ordered as follows:—

1. Every owner of cattle in the area mentioned in the Schedule hereto shall, in the manner hereinafter specified—

(*a*) dip such cattle every seven days; and

(*b*) disinfect such cattle—

(i) by clipping the hair on the ears and tails of such cattle every twenty-first day, and

(ii) by handdressing such cattle every seven days, and at such times within those periods as may be fixed by the Government Veterinary Officer in the area affected.

2. The cattle shall be dipped in a seven-day dipping liquid according to the methods set out in Government Notice No. 1268 of 1929, and any amendment thereof.

3. The hair on the ears and tails of the cattle shall be clipped to a length of not more than one-quarter inch.

4. Handdressing shall be effected immediately after the cattle have emerged from the dipping tank and shall consist of the application to the inside surface of the ears and to the hairless anal region immediately below the root of the tail of a tick destroying preparation the activity of which shall not be less than that of an aquaeous solution containing 0.24 per cent. arsenious oxide (As_2O_3).

5. For the purpose of this order "cattle" shall include water buffalo.

6. This order shall come into effect on the date of publication in the *Gazette*.

7. Failure to comply with this order will render an owner liable to the penalties prescribed in section *twenty-one* of the Diseases of Stock Act, 1911, as amended.

8. The following Government Notices are hereby cancelled in so far as they relate to the East London Disrtict: Nos. 751, 996, 1187, 1508, 1509, 1604 and 1605 of 1912; Nos. 57, 275, 343, 350, 428, 525, 624, 638 and 1784 of 1913; No. 566 of 1937; No. 825 of 1938; Nos. 394, 485, 487 and 1327 of 1941.

SCHEDULE.

Area.—The whole of the East London District, Cape Province.

✱ No. 2358.] [31 Desember 1943.

BESMETTE GEBIEDE: HONDSDOLHEID.

Kragtens die bevoegdheid hom verleen by sub-artikel (4) van artikel *nege* van die Veeziekten Wet 1911 (Wet No. 14 van 1911), soos gewysig, het die Minister van Landbou en Bosbou die verklaring gedoen in verband met 'n besmette gebied soos beskryf in paragraaf 1 hieronder, en het hy verder, kragtens die bevoegdheid hom verleen by artikel *sestien* van genoemde Wet, die bevel soos uiteengesit in paragraaf 2 hieronder uitgereik in verband met die gebied aldus tot 'n besmette gebied verklaar:—

1. Die plaas Doornhoek No. 34 in die distrik Schweizer Reneke (Transvaal) word hierby verklaar tot 'n gebied wat met hondsdolheid besmet is.

2. Niemand mag 'n hond of 'n kat van een plek na 'n ander plek binne die gebied in paragraaf 1 hierbo omskryf vervoer nie, behalwe op gesag van 'n skriftelike permit deur 'n Staatsveearts uitgereik en onderworpe aan enige voorwaardes wat hy mag stel.

OPMERKING.—Die aandag word gevestig op die bepalings van sub-artikel (1) van artikel *twaalf* van Wet No. 14 van 1911, soos gewysig, wat die verwydering van vee na of uit 'n besmette gebied, behalwe met skriftelike toestemming van 'n beampte, verbied.

✱ No. 2359.] [31 Desember 1943.

VERPLIGTE DIP VAN BEESTE.

Kragtens die bevoegdheid hom verleen by paragraaf (*e*) van artikel *sestien* van die Veeziekten Wet, 1911 (Wet No. 14 van 1911), soos gewysig, het die Minister van Landbou en Bosbou as volg beveel:—

1. Elke eienaar van beeste in die gebied vermeld in die aangehegte Bylae, moet, op die wyse soos hierna omskryf—

(*a*) daardie beeste elke sewe dae dip; en

(*b*) daardie beeste ontsmet deur—

(i) die hare aan hulle ore en sterte elke een-en-twintigste dag af te knip, en

(ii) die beeste elke sewe dae met die hand te behandel, en op sodanige tye binne daardie tydperke as wat die Staatsveearts in die betrokke gebied vasstel.

2. Die beeste moet gedip word in 'n sewedaagse dipvlocistof ooreenkomstig die metodes uiteengesit in Goewermentskennisgewing No. 1268 van 1929 en enige wysiging daarvan.

3. Die hare aan die ore en sterte van die beeste mag nie langer as 'n kwartduim wees nadat dit geknip is nie.

4. Die beeste moet met die hand behandel word onmiddellik nadat hulle uit die diptenk kom en die behandeling moet bestaan uit die aanwending aan die binneste oppervlakte van die ore en aan die haarlose aarsgedeelte reg onder die stertwortel van 'n bosluisdodende preparaat waarvan die sterkte nie minder is nie as die van 'n wateroplossing bevattende 0.24 persent arsenigokside (As_2O_3).

5. Vir die toepassing van hierdie bevel sluit „beeste" waterbuffels in.

6. Hierdie bevel tree in werking op datum van publikasie daarvan in die *Staatskoerant*.

7. 'n Eienaar wat versuim om hierdie bevel na te kom, stel hom bloot aan die strafbepalings voorgeskryf in artikel *een-en-twintig* van die Veeziekten Wet, 1911, soos gewysig.

8. Die volgende Goewermentskennisgewings word hierby ingetrek vir sover hulle betrekking het op die distrik Oos-Londen, Nos. 751, 996, 1187, 1508, 1509, 1604 en 1605 van 1912; Nos. 57, 275, 343, 350, 428, 525, 624, 638 en 1784 van 1913; No. 566 van 1937; No. 825 van 1938; Nos. 394, 485, 487 en 1327 van 1941.

BYLAE.

Gebied.—Die hele distrik Oos-Londen, Kaapprovinsie.

DEPARTMENT OF RAILWAYS AND HARBOURS.

✱ No. 2364.] [31 December 1943.

GENERAL RAILWAY REGULATIONS.

His Excellency the Officer Administering the Government has, by virtue of section *four* of the Railways and Harbours Regulation, Control and Management Act (No. 22 of 1916), been pleased to approve of the issue of General Railway regulation 259(*bis*) as under:—

RECKLESS DRIVING.

259(*bis*). "Any person who drives any road vehicle upon railway property—

(*a*) recklessly or negligently; or

(*b*) while under the influence of intoxicating liquor or narcotic drugs; or

(*c*) at a speed which is dangerous to railway employees or to the public generally; or

(*d*) in a manner which is dangerous to railway employees or to the public generally; or

(*e*) negligently and thereby kills or injures any person or damages any railway property;

shall be guilty of an offence and liable to a fine not exceeding two hundred pounds (£200) or in default of payment to imprisonment for a period not exceeding twelve months or to such imprisonment without the option of a fine."

DEPARTMENT OF THE INTERIOR.

✱ No. 2365.] [22 December 1943.

CHANGE OF NAME—SECTION *NINE* OF THE ALIENS ACT, 1937—STEFFEN FRIEDBERG.

It is hereby notified for general information that His Excellency the Officer Administering the Government, has been pleased under the provisions of section *nine* of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Steffen Friedberg to assume the surname of "Freeland".

✱ No. 2378.] [31 December 1943.

THE NATURAL AND HISTORICAL MONUMENTS, RELICS AND ANTIQUES ACT, 1934.

PROTECTION OF MONUMENTS.—AMENDMENT OF GOVERNMENT NOTICES.

The undermentioned Government Notices are hereby amended as follows:—

GOVERNMENT NOTICE No. 529, DATED 6/4/1936.

In the Province of Natal.	
Dingaanskraal	(*b*) "Moordplaats No. 192" should read "Moordplaats No. 193" in both the English and Afrikaans versions.
Piet Retief's Grave	In the Afrikaans version the words "Op Uitzoek No. 370, distrik Vryheid, groot 3 vierkante roede" should read "Op Uitzoek No. 317, distrik Vryheid, groot 300 vierkante roede".
In the Province of the Transvaal.	
Paul Kruger's House, Pretoria	In the Afrikaans version the words "groot 186 roede, 8 vierkante voet" should read "168 vierkante roede, 8 vierkante voet".

GOVERNMENT NOTICE No. 1346 DATED 1/9/1936.

In the Orange Free State Province.	
Cave containing Rock Paintings	The word "Moddersprait" should read "Modderpoortspruit" in both the English and Afrikaans versions.

GOVERNMENT NOTICE No. 1221, DATED 5/8/1937.

In the Province of Natal.	
Ulundi Battlefield Square and Cemetry	In the Afrikaans version insert the words "van Reserwe", immediately after the word "Slagveld".

GOVERNMENT NOTICE No. 1927.

In the Cape Province.	
Sundial	In the English version the date of the notice "8 December, 1937" should read "17 December, 1937".

GOVERNMENT NOTICE No. 1127, DATED 29/6/1938.

The objects "First Gold Power Plant Site, Pietersburg" and "First Gold Crushing Site, Pietersburg" which appear in the schedule in both the English and Afrikaans versions under the heading "In the Cape Province" should appear under the heading "In the Province of the Transvaal".

GOVERNMENT NOTICE No. 1470, DATED 14/7/1942.

In the Cape Province.	
Camphor Trees	In the English version add the word "West" after the word "Somerset".

✱ No. 2380.] [28 December 1943.

APPOINTMENT OF DEPUTY-ADMINISTRATOR OF THE PROVINCE OF THE ORANGE FREE STATE.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased, under the provisions of section *sixty-eight* (4) of the South Africa Act, 1909, to appoint Louis Jacobus van Zijl, Esquire, Provincial Secretary of the Province of the Orange Free State, as Deputy-Administrator of that Province with effect from the 27th December, 1943, and during the absence on leave of the Administrator.

DEPARTEMENT VAN SPOORWEË EN HAWENS.

✱ No. 2364.] [31 Desember 1943.

ALGEMENE SPOORWEGREGULASIES.

Dit het Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag om, kragtens artikel *vier* van die Spoorwegen en Havens Reglement, Bestuur en Beheer Wet (No. 22 van 1916), goedkeuring te verleen vir die uitreiking van Algemene Spoorwegregulasie 259(*bis*), as volg:—

ROEKELOOS DRYWE OF BESTUUR.

259(*bis*). „Iemand wat 'n padvoertuig op sporwegeiendom op die volgende manier drywe of bestuur, naamlik—

(*a*) roekeloos of agtelosig; of

(*b*) terwyl hy/sy onder die invloed van bedwelmende drank of verdowingsmiddele verkeer; of

(*c*) met 'n snelheid wat vir spoorwegwerksmanne of vir die algemene publiek gevaarlik is; of

(*d*) op 'n wyse wat vir spoorwegwerksmanne of vir die algemene publiek gevaarlik is; of

(*e*) agtelosig en daardeur 'n persoon dood of beseer of spoorweg- of ander eiendom beskadig;

is skuldig aan 'n oortreding en strafbaar met 'n boete van hoogstens tweehonderd pond (£200) of, by wanbetaling, met gevangenisstraf vir 'n tydperk van hoogstens twaalf maande of met sodanige gevangenisstraf sonder die keuse van 'n boete."

DEPARTEMENT VAN BINNELANDSE SAKE.

✱ No. 2365.] [22 Desember 1943.

NAAMSVERANDERING—ARTIKEL *NEGE* VAN DIE WET OP VREEMDELINGE, 1937—STEFFEN FRIEDBERG.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag, behaag het om kragtens die bepalings van artikel *nege* van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Steffen Friedberg te magtig om die familienaam „Freeland" aan te neem.

✱ No. 2378.] [31 Desember 1943.

WET OP NATUURLIKE EN HISTORIESE GEDENKWAARDIGHEDE EN OUDHEDE, 1934.

BESKERMING VAN GEDENKWAARDIGHEDE.—WYSIGING VAN GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word hierby as volg gewysig:—

GOEWERMENTSKENNISGEWING No. 529, VAN 6/4/1936.

In die provinsie Natal.	
Dingaan se Kraal	(*b*) „Moordplaats No. 192" moet lui „Moordplaats No. 193" in beide die Engelse en Afrikaanse lesings.
Graf van Piet Retief	Die woorde "Op Uitzoek No. 370, distrik Vryheid, groot 3 vierkante roede" in die Afrikaanse lesing moet lui „Op Uitzoek No. 317, distrik Vryheid, groot 300 vierkante roede".
In die provinsie Transvaal.	
Huis van Paul Kruger, Pretoria	Die woorde „groot 186 roede 8 vierkante voet" in die Afrikaanse lesing moet lui „168 vierkante roede, 8 vierkante voet".

GOEWERMENTSKENNISGEWING No. 1346 VAN 1/9/1936.

In die provinsie Oranje-Vrystaat.	
Spelonk met Rotsskilderye	Die woord „Moddersprait" moet lui „Modderpoortspruit" in beide die Engelse en Afrikaanse lesings.

GOEWERMENTSKENNISGEWING No. 1221 VAN 5/8/1937.

In die provinsie Natal.	
Ulundislagveld: Plein en Kerkhof	Voeg die woorde „van Reserwe" in onmiddellik na die woord „Slagveld" in die Afrikaanse lesing.

GOEWERMENTSKENNISGEWING No. 1927.

In die Kaapprovinsie.	
Sonwyser	Die datum van die kennisgewing „8 Desember, 1937" in die Engelse lesing moet lui „17 Desember, 1937".

GOEWERMENTSKENNISGEWING No. 1127 VAN 29/6/1938.

Die voorwerpe „Ligging van eerste Goudkragaanstallasie, Pietersburg" en „Eerste gouderts-stamperterrein Pietersburg" wat in die skedule in beide die Engelse en Afrikaanse vertalings onder die opskrif „In die Kaapprovinsie" verskyn, moet onder die opskrif „In die Provinsie Transvaal" verskyn.

GOEWERMENTSKENNISGEWING No. 1470 VAN 14/7/1942.

In die Kaapprovinsie.	
Kamferbome	Voeg die woord „West" in na die woord „Somerset" in die Engelse lesing.

✱ No. 2380.] [28 Desember 1943.

AANSTELLING VAN WAARNEMENDE ADMINISTRATEUR VAN DIE PROVINSIE ORANJE-VRYSTAAT.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bepalings van artikel *ag-en-sestig* (4) van die Zuid-Afrika Wet, 1909, die heer Louis Jacobus van Zijl, Provinsiale Sekretaris van die Provinsie Oranje-Vrystaat, aan te stel as Waarnemende Administrateur van daardie Provinsie vanaf 27 Desember 1943, en gedurende die afwesigheid met verlof van die Administrateur.

DEPARTMENT OF LABOUR.

✱ No. 2360.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

MINERAL WATER MANUFACTURING TRADE, WITWATERSRAND.

I, JOHN HENRY LEWIS, Industrial Registrar, hereby notify in terms of sub-section (2) of section *thirty-four* of the Industrial Conciliation Act, 1937, that the registration of the Industrial Council for the Witwatersrand Mineral Water Manufacturing Trade has been cancelled.

JOHN. H. LEWIS,
Industrial Registrar.

✱ No. 2367.] [24 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR INDUSTRY, EAST LONDON AND KING-WILLIAMSTOWN.

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Motor Industry, shall be binding from the 3rd day of January, 1944, and for the period ending the 2nd day of January, 1945, upon the employers' organization and trade union which entered into the said Agreement and upon the empolyers and employees who are members of that organization or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 2 to 16 (inclusive), 19 to 23 (inclusive) and 26 to 34 (inclusive) of the said Agreement shall be binding from the 3rd day of January, 1944, and for the period ending the 2nd day of January, 1945, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of East London, Kingwilliamstown and Stutterheim; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act declare that in the Magisterial Districts of East London, Kingwilliamstown and Stutterheim, and from the 3rd day of January, 1944, and for the period ending the 2nd day of January, 1945, the provisions contained in clauses 2 to 16 (inclusive), 19 to 23 (inclusive) and 26 to 34 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (EAST LONDON).

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

South African Motor Industry Employers' Association

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

Motor Industry Employees' Union of South Africa

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

being the parties to the Industrial Council for the Motor Industry (East London).

1. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act, and shall remain in force for such period as may be determined by him.

2. SCOPE OF APPLICAITON OF AGREEMENT.

The terms of this Agreement shall—

(*a*) be observed by all members of the employers' organization who are employers within the meaning of the Act and who are engaged in the motor industry, and by all members of the trade union employed within such industry and for whom wages are prescribed in section 4; and

(*b*) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, or any conditions fixed or contracts entered into thereunder;

in the Magisterial Districts of East London, Kingwilliamstown and Stutterheim.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary

DEPARTEMENT VAN ARBEID.

✱ No. 2360.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

SPUITWATER-VERVAARDIGINGSBEDRYF, WITWATERSRAND.

Ek, JOHN HENRY LEWIS, Nywerheidsregistrateur, maak hierby ingevolge subartikel (2) van artikel *vier-en-dertig* van die Nywerheid-versoeningswet, 1937, bekend dat die registrasie van die "Industrial Council for the Witwatersrand Mineral Water Manufacturing Trade" ingetrek is.

JOHN. H. LEWIS,
Nywerheidsregistrateur.

✱ No. 2367.] [24 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

MOTORNYWERHEID, OOS-LONDEN EN KING-WILLIAMSTOWN.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Motornywerheid vanaf die 3de dag van Januarie 1944, en vir die tydperk wat eindig op die 2de dag van Januarie 1945, bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousule 2 tot en met 16, 19 tot en met 23 en 26 tot en met 34 van genoemde Ooreenkoms vanaf die 3de dag van Januarie 1944, en vir die tydperk wat eindig op die 2de dag van Januarie 1945, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die magistraatsdistrikte, Oos-Londen, Kingwilliamstown en Stutterheim; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousule 2 tot en met 16, 19 tot en met 23 en 26 tot en met 34 van genoemde Ooreenkoms vanaf die 3de dag van Januarie 1944, en vir die tydperk wat eindig op die 2de dag van Januarie 1945, in die magistraatsdistrikte Oos-Londen, Kingwilliamstown en Stutterheim, *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

BYLAE.

„INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (EAST LONDON)."

OOREENKOMS

ingevolge die bepalings van die Nywerheidversoeningswet, 1937, gemaak deur en aangegaan tussen die—

„South African Motor Industry Employers' Association"

(hierna genoem „die werkgewers" of die „werkgewersorganisasie"), aan die een kant; en die

„Motor Industry Employees' Union of South Africa"

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

wat die partye is by die „Industrial Council for the Motor Industry (East London)".

1. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister van Arbeid, ingevolge artikel *ag-en-veertig* van die Wet mag bepaal, en bly van krag vir sodanige tydperk as wat hy mag vasstel.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

(*a*) moet nagekom word deur alle lede van die werkgewersorganisasie wat werkgewers is soos omskryf in die Wet en wat in die motornywerheid werksaam is, en deur alle lede van die vakvereniging wat in sodanige nywerheid werksaam is en vir wie lone in artikel 4 voorgeskryf is; en

(*b*) is van toepassing op vakleerlinge, vir sover dit nie met die bepalings van die „Vakleerlingen Wet, 1922", of enige bepalings of kontrakte ingevolge daarvan vasgestel of aangegaan in stryd is nie,

in die magistraatsdistrikte Oos-Londen, Kingwilliamstown en Stutterheim.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word, en wat in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; enige verwysiging na 'n Wet sluit ook enige wysiging van sodanige Wet in, en

intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"adult" means an employee other than an apprentice of the age of 21 years or over;

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1922;

"bodymaker" means an employee who gets out patterns from a working drawing and completes construction work in connection with motor bodymaking other than any of the operations referred to in the definition of a coach and carriage trimmer, coach painter and/or sprayer, coach smith and panel beater;

"casual employee" means an employee who is employed by the same employer for a period not exceeding one day in any week;

"coach and carriage trimmer" means an employee who designs, cuts out by hand with shears or knife leather or other material to be used in upholstering motor vehicles; stuffs and lines seats by hand, tacks into position flat pieces of leather or other material on the outside of motor vehicles; designs and cuts out with hand-knife, according to pattern, fittings of leather or other material used in motor bodybuilding for hood, splashboard and aprons, finishes edges of leather with hand tools, applies dye or stain to them by hand, if required, and tacks or fixes fittings of leather or other material in position and performs any other operation connected with the upholstering of motor vehicles including the trimming thereof;

"coach painter and/or sprayer" means an employee who mixes colours, blends and prepares paints and/or enamels for application; prepares rough stuff, and filling, applies colour varnish, stripes and finishes motor vehicles, and supervises or himself undertakes the completion of painting of chassis and other parts of motor vehicles by brush or sprayer;

"coachsmith" means an employee who forges by hand, or under power hammer ironwork used in building all types of motor vehicles and anvilwelds up ironwork on such vehicles; makes and tempers springs and hooks up naves, provided that this occupation is in connection with the manufacture of new vehicles only;

"Council" means the Industrial Council for the Motor Industry (East London) registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen* of the Act;

"driver of a motor vehicle" means an employee wholly or mainly engaged in driving a motor vehicle used for the conveyance of passengers and/or goods;

"establishment" means any premises in which the motor industry is carried on;

"experience" means in relation to a minor (other than those employed in trades designated under the Apprenticeship Act, 1922), the total period or periods of employment a minor has had in the Motor Industry;

"filling station or service station" means any place whatever used for the sale (by retail), exposure for sale therein or thereon or therefrom of petrol, oils, tyres and motor accessories, but does not include an accessory shop or motor graveyard;

"hourly rate" means—

(*a*) the hourly wage prescribed in section 4 (1) of this Agreement, or

(*b*) the weekly wage prescribed in section 4 (1) divided by 46;

"journeyman" means—

(*a*) a person who has served an apprenticeship to a trade in the industry in accordance with the requirements of the Apprenticeship Act, 1922, or in accordance with a written contract approved by the Council; or

(*b*) a person who has proved to the satisfaction of the Council his competence at any such trade and who holds a written certificate to that effect;

"labourer" means an adult employee who is employed on any one or more of the following operations or duties: Petrol filling, draining oil sumps and/or oil filling, free battery service, pumping of air, removing and replacing of wheels, patching of tubes by cold process, washing, cleaning and polishing, rubbing down, driving motor vehicles, carrying goods, cleaning premises, offloading and unpacking cases, and in the operation of retreading tyres; buffing, solutioning, application of camel back and painting tyres;

"motor or other battery assembler" means an employee who is engaged in the manufacture, repair or assembling of storage batteries and/or their component parts;

"motor or other battery mechanic" means an employee who diagnosis faults, supervises and/or directs all operations in the battery, repairing and manufacturing branch of the industry;

"monthly employee" means an employee who is paid by the *month*;

behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; verder, tensy dit teenstrydig is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„volwassene", 'n werknemer, behalwe 'n vakleerling van 21-jarige leeftyd of daarbo;

„vakleerling", 'n werknemer wat onder 'n skriftelike vakleerlingskontrak, geregistreer ingevolge die Vakleerlingen Wet, 1922, dien;

„bakbouer", 'n werknemer wat modelle volgens 'n werktekening maak en konstruksiewerk voltooi in verband met die maak van motorbakke, behalwe enige werksaamhede genoem in die woordbepaling koets- en rytuigafwerker, koetsskilder en/of verfsproeier, koetssmid en paneelslaner;

„los werknemer", 'n persoon wat vir 'n tydperk van hoogstens een dag in enige week deur dieselfde werkgewer in diens geneem word;

„koets- en rytuigafwerker", 'n werknemer wat een of meer van onderstaande werksaamhede verrig: Ontwerpe op leer of ander materiaal vir die bekleding van motorvoertuie teken en uitsny met die hand, met 'n skêr of 'n mes; sitplekke met die hand opstop en voer; plat stukkies leer of ander materiaal buite-aan motorvoertuie op hul plek vasspyker; leerbekledings of bekleding van ander materiaal wat by motorbakbou vir tente, spatborde en dekklede gebruik word, volgens patrone ontwerp en met 'n *handmes uitsny; met hand- of masjiengereedskap* leerrantjies of rantjies van ander materiaal afwerk; indien nodig dit met die hand verf of kleur, en leerbekledings of bekledings van ander materiaal op hulle plek vasmaak of vasspyker, enige ander werksaamheid verrig in verband met die bekleding van motorvoertuie, met inbegrip van die afwerking daarvan;

„koetsskilder en/of verfsproeier", 'n werknemer wat kleure meng, verf en/of emalje meng en berei sodat dit gereed is om gebruik te word, rowwe materiaal en vulsel gereedmaak, kleurvernis aanbring, strepe skilder en die laaste vernislaag op motorvoertuie aanbring en toesig hou oor of self die voltooiing van die beskildering van die onderstel en ander dele van motorvoertuie met kwas of sproeier onderneem;

„koetssmid", 'n werknemer wat ysterwerk vir gebruik by die bou van alle soorte motorvoertuie met die hand of met 'n stoomhamer smee, en wat die ysterwerk aan sodanige voertuie op 'n aambeeld las, vere maak en hardmaak en vellings vashak; met dien verstande dat hierdie beroep slegs in verband met die vervaardiging van nuwe voertuie is;

„Raad", die „Industrial Council for the Motor Industry (East London)" wat ingevolge artikel *twee* van die „Nywerheid Verzoenings Wet, 1924", geregistreer is en beskou word geregistreer te wees ingevolge artikel *negentien* van die Wet;

„bestuurder van 'n motorvoertuig", 'n werknemer wat uitsluitlik of hoofsaaklik 'n motorvoertuig bestuur wat gebruik word vir die vervoer van passasiers en/of goedere;

„inrigting", enige perseel waar die motornywerheid uitgeoefen word;

„ervaring", met betrekking tot 'n minderjarige (behalwe die in diens in vakke aangewys ingevolge die vakleerlingen Wet, 1922), die totale tydperk of tydperke diens van 'n minderjarige in die motornywerheid;

„vulstasie of diensstasie"; enige plek wat gebruik word vir verkoop (kleinhandel) of uitstalling vir verkoop daarin, daarop of daaruit van petrol, olie, buitebande en motoronderdele, maar sluit nie 'n winkel vir onderdele of motorsloopwerf in nie;

„uurloon",

(*a*) die uurloon voorgeskryf in artikel 4 (1) van hierdie Ooreenkoms, of

(*b*) die weeklikse loon voorgeskryf in artikel 4 (1), gedeel deur 46;

„vakman",

(*a*) 'n persoon wat 'n vakleerlingskap in 'n vak in die nywerheid gedien het ooreenkomstig die vereistes van die Vakleerlingen Wet, 1922, of ooreenkomstig 'n skriftelike kontrak goedgekeur deur die Raad; of

(*b*) 'n persoon wat ter bevrediging van die Raad sy bevoegdheid in enige sodanige vak bewys het en 'n skriftelike sertifikaat te dien effekte hou;

„arbeider", 'n volwasse werknemer wat een of meer van onderstaande werksaamhede of dienste verrig: petrol ingooi, oliebakke leegtap en/of olie ingooi, kostelose batterydiens, lug inpomp, wiele vervang en verwyder, binnebande lap (koue proses), motorvoertuie was, skoonmaak en poleer en afvryf en bestuur, goedere dra, persele skoonmaak, kiste aflaai en uitpak en by bande van nuwe loopvlakke voorsien, onderstaande werksaamhede: afvryf, lym aansmeer, onderlaagrubber aan bande heg en bande verf;

„motor- of ander battery-inmekaarsitter", 'n werknemer in diens in verband met die vervaardiging, herstel of inmekaarsit van opgaar-batterye en/of die onderdele daarvan;

„motor- of ander batterywerktuigkundige", 'n werknemer wat gebreke vasstel, toesig hou oor en/of alle werksaamhede in die batteryherstel- en vervaardigingsafdeling van die nywerheid reël;

„maandelikse werknemer", 'n werknemer wat per maand betaal word;

" motor graveyard " means an establishment wherein motor vehicles are broken up and used spare parts obtained therefrom and wherein, whereon or wherefrom such used spare parts are sold either alone or in conjunction with new spare parts and/or accessories;

" motor industry " means without in any way limiting the ordinary meaning of the expression, the industry carried on in establishments in which motor engineering and motor bodybuilding work is carried on, and includes the assembling, erecting, testing, repairing, adjusting, overhauling, wiring, upholstering, spraying, painting and/or polishing of motor vehicles, internal combustion engines and/or the electrical equipment connected with motor vehicles; the vulcanizing and retreading of tyres, and the business conducted by a filling station or service station;

" motor mechanic " and/or " tuner and tester " means a journeyman who is employed in any one or more of the following operations in connection with motor vehicles: The dismantling, assembling, erecting, testing, repairing, adjusting, overhauling, wiring, making spare parts (but not including those portions of the above operations performed by a service attendant), provided that he is not employed in any one of the said operations to such an extent that he will be included in any other class of employee defined in this section;

" motor sheet metal worker " means an employee who makes or repairs body panels, valances, mudguards, radiators or any sheet-metal work in connection with motor vehicles, and " motor sheet-metal working " has a corresponding meaning;

" motor vehicle " means any vehicle propelled by mechanical power and used for the purpose of conveying persons and/or conveying or hauling goods and includes electrically propelled vehicles (other than tramcars), steamcars, motor tractors, motor cycles and motor boats;

" motor vehicle assembler " means an employee who offloads, unpacks and fits wheels and mudguards and accessories to new motor vehicles;

" motor vehicle electrician " means an employee who diagnoses faults in electrical equipment, directs or executes repairs and/or tests or supervises to final testing of electrical installations in motor vehicles;

" piece-work " or " flat-rate work " means any system by which earnings are based on quantity or output of work done;

" radiator assembler " means an adult employee who is engaged in the manufacture of radiator cores from component parts;

" seamstress " means a female employed wholly or mainly on stitching in connection with trimming in the motor Industry;

" Secretary " means Secretary of the Council;

" service attendant " means an employee who is employed on and/or supervises any one or more of the following operations or duties: Greasing and/or oiling, regrooving of tyres, draining oil sumps and/or oil filling, driving motor vehicles; final breaking down of motor vehicles and/or their component parts which are not intended for reassembling; and in the operation of vulcanizing; skiving, and in the operation of retreading; putting tyres into mould after setting up by supervisor;

" service supervisor " means an employee who is employed on any one or more of the duties assigned to a service attendant, including the selling of goods normally offered for sale by a service station, and who is mainly engaged in supervising service attendants and labourers;

" shift " means that period which an employee ordinarily works during any day or night in an establishment;

" vulcanizing " means the repairing of pneumatic tyres and/or tubes for the purpose of rendering them serviceable for further and additional road use and shall include the process known as retreading, soling, resoling, recapping; top capping and regrooving, provided such repairing, retreading, soling, resoling, recapping, top capping and regrooving are done with the aid of a machine or machines;

" vulcanizer " means an employee who is employed on operating a retreading, tyre soling, resoling, retreading, or any other type of machine or plant used in the process of vulcanizing;

" watchman " means an employee employed exclusively for the purpose of guarding the premises of the employer and/or protecting the motor vehicles and goods of which the employer is the bailee and the moving of such vehicles only within the premises (but does not include any person not in the employ of an employer in the industry);

" weekly employee " means an employee who is paid by the week;

" working employer or partner " means any employer or any partner in a partnership carrying out work in the Motor Industry who himself performs work similar to that carried out by an employee for whom wages are prescribed in section 4 (1) of this Agreement;

" wheelwright " means an employee who makes or repairs wheels, including artillery wheels, for motor vehicles;

" Area A " means and includes the Magisterial Area of East London.

" Area B " means and includes the Magisterial Areas of Kingwilliamstown and Stutterheim.

,, motorsloopplek ", 'n inrigting waarin motorvoertuie gesloop word en gebruikte onderdele daarvan verkry word en waarin, waarop of waarvan sodanige gebruikte onderdele alleen of tesame met nuwe onderdele en/of toebehore verkoop word;

,, motornywerheid " sonder in enige opsig die gewone betekenis van die uitdrukking te beperk, die nywerheid wat beoefen word in inrigtings waarin motoringenieurs- en motorbakbouwerk verrig word, ook die inmekaarsit, bou, toets, repareer, verstel, nasien, aanlê van elektriese geleiding, stoffeerwerk, sproei, verf en/of poleer van motorvoertuie, inwendige ontbrandingsmasjiene en/of die elektriese uitrusting van motorvoertuie; die vulkanisering of vernuwing van ou loopvlakke van buitebande en die besigheid van 'n vul- of diensstasie;

,, motorwerktuigkundige en/of ,, steller en -toetser ", 'n vakman wat een of meer van onderstaande werksamhede in verband met motorvoertuie verrig: inmekaarsit, bou, toets, repareer, verstel, nasien, elektriese geleiding aanlê, onderdele maak (maar met uitsondering van daardie gedeeltes van vermelde werksaamhede wat deur 'n diensbeampte verrig is) met dien verstande dat hy nie in enige van genoemde werksaamhede tot so'n mate in diens is nie dat hy by enige ander kategorie werknemer ingesluit is wat in hierdie afdeling omskryf is;

,, motor-metaalplaatwerker ", 'n werknemer wat bakpanele, versiersels, modderskerms, verkoelers maak of herstel, of metaalplaatwerk in verband met motorvoertuie verrig, en het ,, motor-metaalplaatwerk " 'n ooreenkomstige betekenis;

,, motorvoertuig ", enige voertuig aangedryf deur meganiese krag en gebruik om persone en/of goedere te vervoer, en sluit voertuie in wat deur elektriese krag aangedryf word (met uitsondering van trems) stoomwaens, motortrekkers, motorfietse en motorskuite;

,, inmekaarsitter van motorvoertuie ", 'n werknemer wat wiele en modderskerms en onderdele van nuwe voertuie aflaai, uitpak en aansit;

,, motorvoertuig-elektrisiën ", 'n werknemer wat gebreke in verband met elektriese toerusting vasstel, herstelwerk en/of toetse voorskryf of uitvoer of toesig hou oor die finale toetsing van elektriese installasies in motorvoertuie;

,, stukwerk " of ,, werk teen standaardlone ", enige stelsel waarby verdienste volgens omset of opbrings van verrigte werk bereken word;

,, inmekaarsitter van verkoelers ", 'n volwasse werknemer wat verkoelerkerns van onderdele vervaardig;

,, naaister ", 'n vroulike werknemer wat uitsluitlik of hoofsaaklik stikwerk in verband met versiering in die motornywerheid verrig;

,, Sekretaris ", die Sekretaris van die Raad;

,, diensbeampte ", 'n werknemer wat een of meer van onderstaande werksaamhede of dienste verrig en/of daaroor toesig hou: gee van ghries en/of olie; buitebande van nuwe groewe voorsien; onderste oliebakke uittap en/of vul met olie; motorvoertuie bestuur; finale demontering van motorvoertuie en/of die dele daarvan wat nie vir weerinmekaarsit bedoel is nie; en by vulkanisering: afskaaf; en by die werksaamheid van buitebande van nuwe loopvlakke voorsien: buitebande in vorm sit nadat dit deur die opsigter opgestel is.

,, diensopsigter ", 'n werknemer wat een of meer van die dienste verrig wat aan 'n diensbeampte toegesê is, met inbegrip van die verkoop van goedere wat gewoonlik vir verkoop deur 'n diensstasie aangebied word en wat hoofsaaklik in diens is om toesig oor diensbeamptes en arbeiders te hou;

,, skof ", daardie tydperk wat 'n werknemer gewoonlik gedurende enige dag of nag in 'n inrigting werk;

,, vulkaniseer ", die herstel van pneumatiese buite- en/of binnebande ten einde hulle bruikbaar te maak vir verdere en bykomende gebruik op die pad en sluit in die proses bekend as hernuwing van loopvlakke, versool, aanbring van koplaag en hernuwing van groewe; met dien verstande dat sodanige herstel, hernuwing van loopvlakke, versool, aanbring van koplaag, en hernuwing van groewe met behulp van 'n masjien of masjiene gedoen word;

,, vulkaniseerder ", 'n werknemer wat 'n masjien vir die hernuwing van loopvlakke, versoek, aanbring van koplaag, of enige ander soort masjien of installasie bedien wat in die vulkaniseerproses gebruik word;

,, wag ", 'n werknemer hoofsaaklik in diens om die perseel van die werkgewer te bewaak en/of die motorvoertuie en goedere te beskerm waarvan die werkgewer die bewaarnemer is en sodanige voertuie slegs in die perseel verskuif (maar sluit nie 'n persoon in wat nie in diens van 'n werkgewer in die nywerheid is nie);

,, weeklikse werknemer ", 'n werknemer wat per week betaal word;

,, werkende werkgewer of vennoot ", 'n werkgewer of enige vennoot in 'n vennootskap wat die motornywerheid uitoefen, wat self werk verrig van soortgelyke aard as wat gedoen word deur enige werknemer vir wie in artikel 4 (1) van hierdie Ooreenkoms lone voorgeskryf word;

,, wielsmid ", 'n werknemer wat wiele, met inbegrip van artilleriewiele, vir motorvoertuie maak of herstel;

,, gebied A ", en sluit die magistraatsgebied Oos-Londen in;

,, gebied B ", en sluit die magistraatsgebiede Kingwilliamstown en Stutterheim in.

4. Wages.

(1). The minimum wages in respect of the ordinary hours of work which shall be paid by an employer to the undermentioned classes of his employees shall be as follows:—

(*a*) Journeyman and all other persons employed on the following operations:—

	Area A. Per Hour. s. d.	*Area B. Per Hour.* s. d.
Acetylene and/or electric welder and/or cutter	2 7¼	2 3¼
Blacksmith and/or forgeman and/or springmaker	2 9	2 4¾
Bodymaker	2 7½	2 3¼
Coach and carriage trimmer	2 6½	2 2¼
Coach painter and/or sprayer	2 7½	2 3¼
Coachsmith	2 9	2 4¾
Motor fitter and turner	2 9	2 4¾
Motor instrument maker and/or repairer	2 9	2 4¾
Motor or other battery mechanic	2 9	2 4¾
Motor mechanic and/or tuner and tester	2 9	2 4¾
Motor sheet-metal worker	2 7½	2 3¼
Radiator assembler	2 9	2 4¾
Motor vehicle electrician (including electrical fitter and/or armature and magnet winder, electrical wireman and/or cable joiner)	2 9	2 4¾
Vulcanizer	2 9	2 4¾
Wheelwright	2 9	2 4¾
(*b*) Motor or other battery assembler	2 1½	1 9
Service supervisor	1 7	1 3
Motor vehicle assembler	1 0¾	1 0¾
Seamstress	1 6	1 4
(*c*) Service attendant	1 0¾	1 0¾
Labourer	0 7	0 6½
Watchman	0 7	0 6½
All other adult employees employed in workshops and service stations	0 7	0 6½

(*d*) A minor employed in a trade designated under the Apprenticeship Act of 1922 shall be paid for the total probationary period prescribed in that Act, not less than the wage prescribed for an apprentice in his first year of experience.

(*e*) Minors (other than those employed in trades designated under the Apprenticeship Act, 1922) except where otherwise herein provided shall be paid according to the following scale of wages:—

	Per Week. s. d.
First year of experience	12 6
Second year of experience	18 9
Third year of experience	25 0
Fourth year of experience	37 6
Fifth year of experience	50 0
And thereafter at the wages prescribed in this section for an adult employee of his class.	

(2) A casual employee shall be entitled to and be paid not less than the hourly rate prescribed in section 4 (1) for an employee of his class, for each hour or part thereof worked, provided that in no circumstances shall he be paid less than the hourly rate prescribed in section 4 (1) for an employee of his class multiplied by 4. For the purpose of this paragraph the hourly wage of a minor shall be the weekly wage prescribed in paragraph (*d*) or (*e*) of this sub-section divided by 46.

(3) Subject to the provisions of section 11, sub-section (5) (*a*), when an employee is on any day in any week employed on two or more classes of work for which different rates of wages are prescribed he shall be paid for the whole of that day, wages and earnings for any overtime worked, the hourly rate for the higher or highest paid class of work as prescribed in section 4 (1).

(4) (*a*) In addition to the wages and other remuneration payable in terms of this Agreement, every employer shall pay to each of his employees in respect of each hour worked in each week as a cost of living allowance an amount not less than 12½ per cent. of the wage prescribed in this section for an employee of his class provided—whereas the cost of living allowance provided for in War Measure No. 43 of 1942, as amended by War Measure No. 39 of 1943, is higher the rate laid down by these War Measures shall be paid to an employee.

(*b*) The cost of living allowance referred to in paragraph (*a*) shall become due and be paid as from and including the first pay day following the date on which this Agreement comes into operation and shall continue to be paid up to

4. Lone.

(1) Onderstaande minimum lone moet ten opsigte van die gewone werkure deur 'n werkgewer aan ondervermelde kategorieë werknemers betaal word:—

(*a*) Vakmanne en alle ander persone in diens op ondervermelde werksaamhede:—

	Gebied A. Per uur. s. d.	*Gebied B. Per uur.* s. d.
Lasser met blaasvlam en/of elektrisiteit en/of snyer	2 7½	2 3¼
Grofsmid en/of vuurwerker en/of veermaker	2 9	2 4¾
Bakbouer	2 7½	2 3¼
Koets- en rytuigafwerker	2 6½	2 2¼
Koetsskilder en/of verfsproeier	2 7½	2 3¼
Koetssmid	2 9	2 4¾
Motorpasser en draaier	2 9	2 4¾
Motorinstrumentmaker en/of hersteller	2 9	2 4¾
Motor- of ander batterywerktuigkundige	2 9	2 4¾
Motorwerktuigkundige en/of -steller en -toetser	2 9	2 4¾
Motormetaalplaatwerker	2 7½	2 3¼
Inmekaarsitter van verkoelers	2 9	2 4¾
Motorvoertuig-elektrisiën (met inbegrip van elektriese passer en/of anker- en magneetwikkelaar, aanlêer van elektriese geleiding en/of kabellasser)	2 9	2 4¾
Vulkaniseerder	2 9	2 4¾
Wielsmid	2 9	2 4¾
(*b*) Motor- of ander battery-inmekaarsitter	2 1½	1 9
Diensopsigter	1 7	1 3
Motorvoertuiginmekaarsitter	1 0¾	1 0¾
Naaister	1 6	1 4
(*c*) Diensbeampte	1 0¾	1 0¾
Arbeider	0 7	0 6½
Wag	0 7	0 6½
Alle ander volwasse werknemers in diens in werkwinkels en diensstasies	0 7	0 6½

(*d*) 'n Minderjarige wat by 'n vak, aangewys ingevolge die „Vakleerlingen Wet, 1922", in diens is, moet, vir die totale proeftydperk voorgeskryf in daardie Wet teen minstens die loon, voorgeskryf vir 'n vakleerling gedurende sy eerste vakleerlingskap-diensjaar, betaal word.

(*e*) Ander minderjariges as dié wat in diens is in vakke aangewys ingevolge die „Vakleerlingen Wet, 1922", moet teen ondervermelde loonskale betaal word, behalwe waar andersins hierin betaal word—

	Per week. s. d.
Die eerste jaar ervaring	12 6
Die tweede jaar ervaring	18 9
Die derde jaar ervaring	25 0
Die vierde jaar ervaring	37 6
Die vyfde jaar ervaring	50 0
En daarna teen die lone voorgeskryf in hierdie artikel vir 'n volwasse werknemer van sy kategorie.	

(2) 'n Los werknemer is geregtig op en moet minstens die uurloon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie, vir elke uur of deel daarvan gewerk, betaal word, met dien verstande dat hy onder geen omstandighede minder betaal mag word nie as die uurloon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie vermenigvuldig deur 4. Vir die toepassing van hierdie paragraaf is die uurloon van 'n minderjarige die weeklikse loon voorgeskryf in paragrawe (*d*) of (*e*) van hierdie subartikel, gedeel deur 46.

(3) Onderworpe aan die bepalings van artikel 11, subartikel (5) (*a*) as 'n werknemer op enige dag in enige week twee of meer soorte werk verrig waarvoor verskillende lone voorgeskryf is, moet hy vir die hele van daardie dag lone en verdienste vir enige oortyd gewerk, betaal word teen die uurloon vir die hoogs-betaalde soort werk soos voorgeskryf in artikel 4 (1).

(4) (*a*) Benewens die lone en ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms moet elke werkgewer aan elk van sy werknemers ten opsigte van elke uur gewerk in elke week 'n bedrag van minstens 12½ persent van die loon voorgeskryf in hierdie artikel vir 'n werknemer van sy kategorie, as lewenskostetoelae betaal; met dien verstande dat—aangesien die lewenskostetoelae hoër is waarvoor in Oorlogsmaatreël No. 43 van 1942, soos gewysig by Oorlogsmaatreël No. 39 van 1943 voorsiening gemaak is, die loon wat by hierdie Oorlogsmaatreëls vasgestel is aan 'n werknemer betaal moet word.

(*b*) Die lewenskostetoelae genoem in paragraaf (*a*) is verskuldig en moet betaal word vanaf en met inbegrip van die eerste betaaldag wat volg op die datum waarop hierdie Ooreenkoms in werking tree en betaling daarvan moet voortgaan

and incuding the date on which the period for which this Agreement is published and made binding terminates or until the date of the termination of the war, whichever date is the earlier.

(5) An employee referred to in section 4 (1) (*d*) shall be deemed to be a weekly employee unless he falls within the definition of "casual employee" and save as provided in section 11 (5) (*a*) shall be paid not less than the weekly remuneration prescribed for an employee of his class in section 4 (1) (*d*) whether he has worked the maximum number of hours prescribed in section 7 or less and be subject to the conditions, in so far as they may be applicable, prescribed for such employee.

(6) An employer shall not, after three months from the date on which this Agreement comes into operation, employ in any of the occupations specified in paragraph (*a*) of sub-section (1) any person other than—

(*a*) a journeyman; or
(*b*) an apprentice; or
(*c*) a minor such as is referred to in paragraph (*e*) of the said sub-section.

(7) Nothing in this Agreement shall operate to reduce the remuneration which was being paid to any employee prior to the date of coming into force of the Agreement whilst employed with the same employer.

5. Ratio.

(1) One service attendant shall be employed by an employer before a labourer may be employed by him and for every service attendant so employed not more than four labourers may be employed by him.

(2) One service attendant and one labourer shall be employed by an employer before a minor (other than a minor employed in any trade designated under the Apprenticeship Act, 1922), may be employed by him and for every service attendant and labourer so employed not more than one minor may be employed.

(3) One vulcanizer paid not less than the minimum wage prescribed in section 4 (1) (*a*) for an employee of his class shall be employed before an employee paid less than that amount so prescribed may be employed on any work connected with vulcanizing.

(4) For the purpose of sub-sections (1) and (2) of this section a labourer paid at the rate prescribed in section 4 (1) (*c*) for a service attendant shall be deemed to be a service attendant, and a minor who is paid not less than the wage prescribed in section 4 for an adult performing the same class of work shall be deemed to be an adult.

(5) In any establishment at least one bodymaker, coach and carriage trimmer, coach painter or coachsmith, receiving not less than the minimum wage for his class shall be employed before a minor may be employed in the same occupation or occupations, and for every employee so employed not more than one minor may be employed unless the Council otherwise approves.

6. Short Time.

(1) Notwithstanding anything to the contrary in this Agreement, but subject to the provisions of sub-section (2) of this section, an employer may, on account of slackness of work or the exigencies of trade, work his employees short time and pay such employees the hourly rates, for each hour or part of an hour worked.

(2) Short time must be applied equally amongst the employees, and in no case shall it be applied in any one week in excess of 1½ full working days, that is to say 13½ hours.

(3) An employer shall, prior to the day on or from which he intends to work short time notify the employees concerned. Any employee who is not given such notice shall, on attending the establishment, be employed for the full number of hours ordinarily worked on such day or shall be paid wages in lieu thereof.

7. Hours of Work and Overtime.

(1) Save as otherwise provided for in this Agreement no employer shall require or permit an employee—

(*a*) to work more than 46 hours, excluding meal times, in any one week;

(*b*) to work more than 8 hours, excluding meal times, on any one day; provided that in any establishment in which—

(i) on one day every week the ordinary hours of work are not more than 5 an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or

(ii) the employees do not ordinarily work on more than 5 days in the week an employee may on any work-day be required or permitted to work for an additional period not exceeding 1¼ hours;

(*c*) to work for a continuous period of more than 5 hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by intervals of less than one hour shall be deemed to be continuous; or

(*d*) without the authority of the Industrial Council to work on any Sunday; or

(*e*) who is a female to work—

(i) between 6 o'clock p.m. and 6 o'clock a.m.;
(ii) after 1 o'clock on more than five days in any week.

tot en met die datum waarop die termyn waarvoor hierdie Ooreenkoms bekendgemaak en bindend gemaak is, eindig of tot die datum van beëindiging van die oorlog, na gelang watter datum eerste val.

(5) 'n Werknemer genoem in artikel 4 (1) (*d*) word as 'n weeklikse werknemer beskou tensy hy binne die woordbepaling „los werknemer" val en moet behalwe soos bepaal in artikel 11 (5) (*a*) minstens die weeklikse besoldiging betaal word wat vir 'n werknemer van sy kategorie voorgeskryf is in artikel 4 (1) (*d*) of hy die maksimum getal ure voorgeskryf in artikel 7 of minder gewerk het en is onderworpe aan die voorwaardes vir sover hulle van toepassing kan wees wat vir sodanige werknemer voorgeskryf is.

(6) 'n Werkgewer mag nie na drie maande na die datum waarop hierdie Ooreenkoms in werking tree in enige van die beroepe bepaal in paragraaf (*a*) van subartikel (1) enige persoon behalwe onderstaande in diens neem nie:—

(*a*) 'n Vakman; of
(*b*) 'n vakleerling; of
(*c*) 'n minderjarige soos genoem in paragraaf (*e*) van genoemde subartikel.

(7) Niks in hierdie Ooreenkoms het die uitwerking om die besoldiging te verminder wat aan enige werknemer betaal is voor die inwerkingtredingsdatum van die Ooreenkoms terwyl hy by dieselfde werkgewer in diens is nie.

5. Verhouding.

(1) Een diensbeampte moet deur 'n werkgewer in diens geneem word voor 'n arbeider deur hom in diens geneem kan word en vir elke diensbeampte aldus in diens kan hoogstens vier arbeiders deur hom in diens geneem word.

(2) Een diensbeampte en een arbeider moet deur 'n werkgewer in diens geneem word voor 'n minderjarige (behalwe 'n minderjarige in diens in enige vak aangewys ingevolge die Vakleerlingen Wet, 1922) deur hom in diens geneem kan word en vir elke diensbeampte en arbeider aldus in diens kan hoogstens een minderjarige in diens geneem word.

(3) Een vulkaniseerder wat minstens die minimum loon betaal word voorgeskryf in artikel 4 (1) (*a*) vir 'n werknemer van sy kategorie moet in diens geneem word voor 'n werknemer wat minder betaal word as daardie bedrag aldus voorgeskryf, op enige werk in verband met vulkaniseer in diens geneem kan word.

(4) Vir die toepassing van subartikel (1) en (2) van hierdie artikel word 'n arbeider betaal teen die loon voorgeskryf in artikel 4 (1) (*c*) vir 'n diensbeampte as 'n diensbeampte beskou en 'n minderjarige wat minstens die loon voorgeskryf in artikel 4 vir 'n volwassene wat dieselfde soort werk verrig as 'n volwassene beskou.

(5) In enige inrigting moet minstens een bakbouer, koets- en rytuigafwerker, koetsskilder of koetssmid wat minstens die minimum loon vir sy kategorie ontvang in diens geneem word voordat 'n minderjarige in dieselfde beroep of beroepe in diens geneem kan word en vir elke werknemer aldus in diens kan hoogstens een minderjarige in diens geneem word tensy die Raad andersins besluit.

6. Korttyd.

(1) 'n Werkgewer mag, ondanks enige teenstrydige bepalings van hierdie Ooreenkoms maar onderworpe aan die bepalings van subartikel (2) van hierdie artikel, sy werknemers, weens slapte in die werk of weens bedryfsbehoeftes, korttyd laat werk en sodanige werknemers teen die uurloon vir elke uur of deel van 'n uur gewerk, betaal.

(2) Korttyd moet gelykop onder die werknemers toegepas word, en in geen geval mag dit in enige afsonderlike week vir meer as 1½ volle werkdae, d.w.s. 13½ uur, toegepas word nie.

(3) 'n Werkgewer moet voor die dag met ingang waarvan of waarop hy van plan is om korttyd te werk, die betrokke werknemers daarvan in kennis stel. Enige werknemer wat nie sodanige kennis ontvang het nie, moet, as hy by die inrigting opdaag, in diens geneem word vir 'n volle dag of moet in plaas daarvan loon ontvang.

7. Werkure en oortyd.

(1) Behalwe soos anders bepaal in hierdie Ooreenkoms mag geen werkgewer vereis of toelaat dat 'n werknemer—

(*a*) vir meer as 46 uur, met uitsondering van etenstye, gedurende enige afsonderlike week werk nie;

(*b*) vir meer as 8 uur, met uitsondering van etenstye op enige afsonderlike dag werk nie;

met dien verstande dat in enige inrigting waarin—

(i) die gewone werkure op een dag per week hoogstens 5 is, van 'n werknemer vereis of hy toegelaat kan word om vir 'n bykomende tydperk van hoogstens 'n halfuur op elk van die ander dae van die week te werk; of

(ii) die werknemers nie gewoonlik op meer as 5 dae per week werk nie, op enige werkdag van 'n werknemer vereis of hy toegelaat kan word om vir 'n bykomstige tydperk van hoogstens 1¼ uur te werk;

(*c*) vir 'n aaneenlopende tydperk van meer as 5 uur sonder 'n ononderbroke tussenpoos van minstens een uur werk nie; met dien verstande dat vir die toepassing van hierdie paragraaf werktydperke onderbreek deur tussenposo van minder as een uur as aaneenlopend beskou word; of

(*d*) sonder magtiging van die Nywerheidsraad op enige Sondag werk nie; of

(*e*) wat 'n vrou is; werk—

(i) tussen 6 uur nm. en 6 uur vm. nie;
(ii) na 1 uur op meer as vyf dae in enige week nie.

(2) Notwithstanding the provisions of paragraphs (*a*) and (*b*) of sub-section (1), an employer may require or permit an employee to work overtime—

(*a*) on such work as is referred to in paragraphs (*a*), (*b*) and (*c*) of sub-section (1) of section 32; or

(*b*) on other work of an urgent nature which had been started before 6.15 p.m. in the case of employees who ordinarily work not more than 5 days in the week, and before 6 p.m. on any day from Mondays to Fridays or before 12 noon on Saturdays for employees who work for more than five days in the week;

provided that such overtime shall not—

(i) exceed in any week 10 hours or a number of hours (which may exceed 10) fixed by the Council by notice, in writing, to the employer specifying the employee or class of employee in respect of whom the notice is applicable and the period for which and the conditions under which it shall be valid; or

(ii) in connection with work such as is referred to in paragraph (*b*) be performed after 10 p.m. on any day from Mondays to Fridays, or after 4 p.m. on Saturdays or Sundays; and

Provider further that—

(*c*) no employer shall require or permit a female employee to work overtime—

(i) for more than 2 hours on any day;
(ii) on more than 3 consecutive days;
(iii) on more than 60 days in any year;
(iv) after the completion of her ordinary working hours for more than one hour on any day unless he has—

(*a*) given notice thereof to such employee before midday; or

(*b*) provided such employee with an adequate meal before she has to commence overtime; or

(*c*) paid such employee an allowance of 1s. 6d. to obtain a meal before the overtime is due to commence.

(3) For the purposes of paragraph (*a*) of sub-section (1) an employee shall be deemed to have worked his average ordinary working hours on any public holiday referred to in section 8, whether he has worked or not.

(4) Working employers and/or partners who perform the work usually performed by employees shall observe the ordinary hours of work as prescribed in this section.

(5) The provisions of this section shall not apply to any person employed solely as a caretaker or a watchman, or in the delivery of goods or messages.

(6) For the purpose of this section and of section 8, "overtime" shall mean—

(*a*) any time worked in excess of 46 hours in any one week; or

(*b*) any time worked on any day in excess of the 8 hours, 8½ hours or 9½ hours (as the case may be) referred to in paragraph (*b*) of sub-section (1); or

(*c*) except in the case of employees engaged on work connected with the parking, storing and/or stabling of vehicles, any time worked—

(i) on any day from Mondays to Fridays—

(*aa*) between 6.15 p.m. and 8 a.m. on the following day by employees who, in terms of sub-paragraph (ii) of the proviso to paragraph (*b*) of sub-section (1) do not ordinarily work on more than 5 days in any week; and

(*bb*) between 6 p.m. and 8 a.m. on the following day in the case of all other employees;

(ii) between 12 noon on Saturdays and 8 a.m. on the following Monday;

(iii) on a Saturday by employees who, in terms of sub-paragraph (ii) of the proviso to paragraph (*b*) of sub-section (1) do not ordinarily work on more than 5 days in any week;

(iv) on a Sunday; provided that if overtime calculated on a daily basis, on a weekly basis or on the basis of the time of day at which work is performed differs, overtime shall be calculated on the basis more favourable to the employee.

8. Payment of Overtime and Public Holidays.

(1) An employer shall pay to an employee employed by him remuneration at the rate of not less than one and a half times the rate prescribed in section 4 (1) for an employee of his class in respect of all overtime worked by such employee.

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

(*a*) pay the employee not less than double the remuneration prescribed in section 4 (1) for an employee of his class multiplied by the number of hours ordinarily worked on a weekday, other than a Saturday; or

(*b*) pay the employee remuneration at the rate of not less than one and one-half times the remuneration prescribed in section 4 (1) for an employee of his class in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration of not less than the hourly rate prescribed in section 4 (1) for an employee of his class multiplied by the number of hours ordinarily worked on that day.

(2) Ondanks die bepalings van paragrawe (*a*) en (*b*) van subartikel (1) kan 'n werkgewer vereis of toelaat dat 'n werknemer oortyd werk—

(*a*) aan sodanige werk soos wat in paragrawe (*a*), (*b*) en (*c*) van subartikel (1) van artikel 32 genoem word; of

(*b*) aan ander noodsaaklike werk wat voor 6.15 nm. begin is in die geval van werknemers wat gewoonlik hoogstens vyf dae in die week werk en voor 6 nm. op enige dag vanaf Maandae tot Vrydae of voor 12 uur middag op Saterdae vir werknemers wat meer as vyf dae in die week werk;

met dien verstande dat sodanige oortyd—

(i) nie in enige week tien uur mag oorskry nie of 'n getal ure (wat meer as tien mag wees) vasgestel deur die Raad deur skriftelike kennisgewing aan die werknemer met vermelding van die werknemer of kategorie werknemer op wie die kennisgewing van toepassing is en die tydperk waarvoor en die diensvoorwaardes waarop dit geldig is;

(ii) nie in verband met werk soos genoem in paragraaf (*b*) na 10 nm. op enige dag vanaf Maandae tot Vrydae of na 4 nm. op Saterdae of Sondae verrig mag word nie; en

met dien verstande verder dat—

(*c*) geen werkgewer mag vereis of toelaat dat 'n vroulike werknemer onderstaande oortyd werk nie—

(i) vir meer as 2 uur op enige dag;
(ii) op meer as 3 opeenvolgende dae;
(iii) op meer as 60 dae in enige jaar;
(iv) na voltooiing van haar gewone werkure vir meer as 1 uur op enige dag tensy hy—

(*a*) voor middag sodanige werknemer daarvan in kennis gestel het; of

(*b*) aan sodanige werknemer 'n toereikende ete verskaf het voor sy met oortyd moet begin; of

(*c*) sodanige werknemer 'n toelae van 1s. 6d. betaal het om 'n ete te verkry voor die oortyd moet begin.

(3) Vir die toepassing van paragraaf (*a*) van subartikel (1) word dit beskou dat 'n werknemer sy gemiddelde gewone werkure op enige openbare vakansiedag genoem in artikel 8 gewerk het, of hy gewerk het of nie.

(4) Werkende werkgewers en/of vennote wat die werk doen, wat gewoonlik deur werknemers in die nywerheid verrig word, moet die gewone werkure soos in hierdie artikel voorgeskryf, nakom.

(5) Die bepalings van hierdie artikel is nie van toepassing op enige persoon wat uitsluitlik as opsigter of wag, of by die aflewering van goedere of boodskappe werksaam is nie.

(6) Vir die toepassing van hierdie artikel en artikel 8 beteken „oortyd"—

(*a*) enige tyd wat meer as 46 uur in enige afsonderlike week gewerk is; of

(*b*) enige tyd op enige dag wat langer gewerk is as die 8 uur, 8½ uur of 9½ uur (na gelang van die geval) wat in paragraaf (*b*) van subartikel (1) genoem word; of

(*c*) behalwe in die geval van werknemers in diens vir werk in verband met die parkeer, berg en/of huisves van voertuie, enige tyd wat gewerk is—

(i) op enige dag vanaf Maandae tot Vrydae—

(*aa*) tussen 6.15 nm. en 8 vm. die daaropvolgende dag deur werknemers wat ingevolge subparagraaf (ii) van die voorbehoudsbepaling van paragraaf (*b*) van subartikel (1) gewoonlik nie op meer as 5 dae enige week werk nie; en

(*bb*) tussen 6 nm. en 8 vm. die daaropvolgende dag in die geval van alle ander werknemers;

(ii) tussen 12-uur middag op Saterdae en 8 vm. die daaropvolgende Maandag;

(iii) op 'n Saterdag deur werkgewers wat ingevolge subparagraaf (ii) van die voorbehoudsbepaling by paragraaf (*b*) van subartikel (1) nie gewoonlik op meer as 5 dae in enige week werk nie;

(iv) op 'n Sondag;

met dien verstande dat indien oortyd bereken op 'n daaglikse basis, op 'n weeklikse basis, of op die basis van die tyd van die dag waarop werk verrig word, verskil, oortyd bereken moet word op die basis wat die gunstigste vir die werknemer is.

8. Betaling vir oortyd en openbare vakansiedae.

(1) 'n Werkgewer moet aan 'n werknemer in diens by hom besoldiging betaal teen die skaal van minstens anderhalfmaal die loon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie ten opsigte van alle oortyd gewerk deur sodanige werknemer.

(2) As 'n werknemer op 'n Sondag werk moet sy werkgewer—

(*a*) die werknemer minstens tweemaal die loon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie, vermenigvuldig deur die getal ure gewoonlik gewerk op 'n weekdag behalwe 'n Saterdag, betaal;

(*b*) die werknemer besoldiging betaal teen minstens anderhalfmaal die besoldiging voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie ten opsigte van die totale tydperk wat op sodanige Sondag gewerk is, en hom binne sewe dae na sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal van minstens die uurloon voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie, vermenigvuldig deur die getal ure wat gewoonlik op daardie dag gewerk word.

(3) (*a*) If an employee does not work on Good Friday, Dingaan's Day, Christmas Day, or New Year's Day, his employer shall pay him in respect of such day remuneration at the rate prescribed in section 4 (1) for an employee of his class as if he had on such day worked his average ordinary working hours for that day of the week.

(*b*) Whenever an employee works on Good Friday, Dingaan's Day, Christmas Day or New Year's Day, his employer shall pay him one and one-half times the remuneration as prescribed in section 4 (1) for an employee of his class in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled in terms of paragraph (*a*) had he not so worked;

Provided that an employee who is absent from work without the consent of his employer, or in the opinion of the Council without good cause, on the days immediately preceding or succeeding such days shall not be entitled to leave on full pay in respect of the public holidays referred to, in paragraph (*a*) of this sub-section.

(*c*) No employee shall on any such day on which he is not required by his employer to work engage in any remunerative employment.

9. Attendance Registers.

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employee is required to make in terms of sub-section (2).

(2) Unless precluded from doing so by sickness or other unavoidable cause every employee shall day by day and in respect of each day make the following entries in the register referred to in sub-section (1):—

(*a*) Signature of employee.
(*b*) Time of commencing work.
(*c*) Time of finishing work.
(*d*) Time of commencement and termination of each meal interval.
(*e*) Time of starting and finishing any overtime worked.
(*f*) Total number of hours worked each day.

(3) An employer shall retain the complete attendance register for a period of three years subsequent to the date of completion of the date thereof.

(4) A semi-automatic clock may be substituted in place of the attendance register referred to in sub-section (1) of this section; provided the cards used fulfil the requirements of sub-section (2).

10. Holiday Leave.

(1) *Public Holidays.*—Each employee shall be entitled to leave on full pay on Good Friday, Dingaan's Day, Christmas Day and New Year's Day, provided that an employee who is absent from work without the consent of his employer or in the opinion of the Council without good cause on the working days immediately preceding or succeeding such days shall not be entitled to leave on full pay.

(2) *Annual Leave.*—(*a*) *Employees for Whom Wages are Prescribed in Section* 4 (1) (*a*), (*b*) *and Apprentices:* Employees for whom wages are prescribed in section 4 (1) (*a*) and (*b*) and apprentices shall be entitled to and be granted twelve consecutive workings days' paid leave, which shall include three week-ends, subject to the following conditions:—

(i) Qualification for such leave shall be 50 weeks' continuous employment;

(ii) leave shall be granted and taken so as to expire within a period of two months after the date it becomes due and shall be subject to the reasonable convenience of the employer;

(iii) no employee shall, for remuneration, engage himself in the industry during the period of his annual leave;

(iv) where the employment of an employee ordinarily entitled to qualify for leave is terminated before his completion of 50 weeks' employment the employer shall, within two days, forward to the Secretary an amount equivalent to one day's pay for every four weeks worked by such employee. The Secretary shall deposit such amount in a special account maintained for that purpose, and record the amount to the credit of the employee concerned in the books of the Council. For the purposes of this sub-paragraph employment for a period of less than four weeks shall not count for leave purposes;

(v) an employer when making any payment in terms of sub-paragraph (iv) shall complete in triplicate a holiday leave pay voucher in the form prescribed in Annexure "C" to this Agreement, forward one copy to the Secretary, hand a copy to the employee concerned and retain the third copy in his possession;

(vi) no employee, such as is referred to in sub-paragraph (iv), shall take his leave credit in cash from his employer. Such employee shall, on entering the service of another employer, present to such employer the copy of the holiday leave pay voucher referred to in sub-paragraph (v), and such employer shall make arrangements for the employee to be granted his annual leave at the expiry of such period as may be necessary to make the total periods worked since the commencement of the qualifying period up to 50 weeks;

(vii) when an employee's leave, due in terms of sub-paragraph (vi), is granted his employer shall at that time pay to him the amount of holiday pay due by him and the employee shall apply to the Council's office for the amount standing to his credit which shall be paid out to him by the Council;

(3) (*a*) As 'n werknemer nie op Goeie-Vrydag, Dingaansdag, Kersdag of Nuwejaarsdag werk nie, moet sy werkgewer hom ten opsigte van sodanige dag besoldiging betaal teen die skaal voorgeskryf in artikel 4 (1), vir 'n werknemer van sy kategorie asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(*b*) As 'n werknemer op Goeie-Vrydag, Dingaansdag, Kersdag of Nuwejaarsdag werk, moet sy werkgewer hom anderhalfmaal die besoldiging betaal soos voorgeskryf in artikel 4 (1) vir 'n werknemer van sy kategorie ten opsigte van die totale tydperk gewerk op sodanige dag, benewens die besoldiging waarop hy ingevolge paragraaf (*a*) geregtig sou gewees het as hy nie aldus gewerk het nie.

Met dien verstande dat 'n werknemer wat sonder die toestemming van sy werkgewer of volgens mening van die Raad sonder goeie rede, op die dae onmiddellik voor of na sodanige dae van werk afwesig is nie ten opsigte van die openbare vakansiedae genoem in paragraaf (*a*) van hierdie subartikel op verlof met volle betaling geregtig is nie.

(*c*) Geen werknemer mag op enige sodanige dag waarop sy werkgewer nie vereis dat hy werk enige loonbetalende diens verrig nie.

9. Bywoningsregisters.

(1) Elke werkgewer moet in sy inrigting een of meer bywoningsregisters verskaf waarin voorsiening gemaak word vir die inskrywings wat 'n werknemer ingevolge subartikel (2) verplig is om te doen.

(2) Tensy deur siekte of ander onvermydelike oorsaak verhoed om dit te doen, moet elke werknemer daeliks en ten opsigte van elke dag onderstaande in die register genoem in subartikel (1) inskryf:—

(*a*) Handtekening van werknemer.
(*b*) Begintyd van werk.
(*c*) Ophoutyd van werk.
(*d*) Begin- en ophoutyd van elke etenstyd.
(*e*) Begin- en ophoutyd van enige oortyd gewerk.
(*f*) Totale getal ure elke dag gewerk.

(3) 'n Werkgewer moet die volledige bywoningsregister vir 'n tydperk van drie jaar na die datum waarop dit voltooi is, hou.

(4) 'n Halfoutomatiese klok kan die plek neem van die bywoningsregister genoem in subartikel (1) van hierdie artikel;

Met dien verstande dat die kaarte wat gebruik word, voldoen aan die vereistes van subartikel (2).

10. Vakansieverlof.

(1) *Openbare vakansiedae.*—Elke werknemer is op verlof met volle betaling geregtig op Goeie-Vrydag, Dinsgaansdag, Kersdag en Nuwejaarsdag, met dien verstande dat 'n werknemer wat sonder die toestemming van sy werkgewer of volgens mening van die Raad sonder voldoende rede op die werkdae onmiddellik voor of na sodanige dae van die werk afwesig was, nie op verlof met volle betaling geregtig is nie.

(2) *Jaarlikse verlof.*—(*a*) *Werknemers vir wie lone voorgeskryf is in artikel* 4 (1) (*a*) *en* (*b*) *en vakleerlinge.*—Werknemers vir wie lone in artikel 4 (1) (*a*) en (*b*) voorgeskryf is en vakleerlinge is op twaalf agtereenvolgende dae verlof teen volle betaling, wat drie naweke moet insluit, geregtig en dit moet aan hulle toegestaan word op die volgende voorwaardes:—

(i) Kwalifikasie vir sodanige verlof is 50 weke agtereenvolgende diens;

(ii) verlof moet toegestaan en geneem word om te verstryk binne 'n tydperk van twee maande na die datum waarop dit verskuldig word en is onderworpe aan die redelike gerief van die werkgewer;

(iii) geen werknemer mag gedurende sy verloftydperk in die nywerheid teen betaling werk verrig nie;

(iv) as die diens van 'n werknemer wat gewoonlik geregtig is om vir verlof te kwalifiseer, beëindig word voor 30 weke diens voltooi is, moet die werkgewer binne twee dae aan die Sekretaris 'n bedrag stuur gelyk aan een dag se betaling vir elke vier weke wat deur sodanige werknemer gewerk is. Die Sekretaris moet sodanige bedrag deponeer in 'n spesiale rekening wat vir die doel gehou word en die bedrag tot krediet van die betrokke werknemer in die boeke van die Raad aanteken. Vir die toepassing van hierdie subparagraaf tel diens vir 'n tydperk van minder as vier weke nie vir verlofdoeleindes nie;

(v) 'n werkgewer moet, as hy enige betaling ingevolge subparagraaf (iv) doen, 'n verlofbetalingbewys in triplikaat in die vorm voorgeskryf in Aanhangsel C van hierdie Ooreenkoms voltooi, een kopie aan die Sekretaris stuur, 'n kopie aan die betrokke werknemer oorhandig en die derde kopie in sy besit hou;

(vi) geen werknemer soos genoem in subparagraaf (iv) mag sy verlofkrediet in kontant van sy werkgewer neem nie. Sodanige werkgewer moet as hy by 'n ander werkgewer in diens tree aan sodanige werkgewer die kopie van die verlofbetalingbewys genoem in subparagraaf (v) oorhandig, en sodanige werkgewer moet reëlings tref dat die werknemer sy jaarlikse verlof toegestaan word na afloop van sodanige tydperk as wat nodig mag wees om die tydperke gewerk sedert die aanvang van die tydperk van kwalifikasie tot 'n totaal van 50 weke te bring;

(vii) as die werknemer se verlof, ingevolge subparagraaf (vi) verskuldig, toegestaan word, moet sy werkgewer die bedrag vir vakansiebetaling verskuldig op daardie tyd aan hom betaal, en die werknemer moet by die kantoor van die Raad aansoek doen om die bedrag wat tot sy krediet staan, wat deur die Raad aan hom uitbetaal moet word;

(viii) moneys not claimed within two years of last deposit shall be forfeit to the Council;

(ix) the Council accepts no responsibility for the collection of holiday pay due and no employee shall have any claim against the Council in respect of money due but not paid by his employer to the Council;

(x) where the period of unemployment between one engagement and another is more than six days an employee shall be entitled to the payment from the credit due to him in the books of the Council of an amount not exceeding £2 a week, to be regarded as unemployment pay until such time as such credit is exhausted. Should an employee obtain employment before such credit has been exhausted the unpaid amount shall be credited to him either when next he qualifies for leave or becomes unemployed for a longer period than six days;

(xi) any employee claiming and receiving payment in terms of sub-paragraph (x) of this sub-section shall, on obtaining further employment in the industry, commence to qualify for leave as from the date of such employment, provided that if there is any unclaimed balance to which he is entitled to be credited in terms of this section, the leave equivalent of such balance shall be credited to him;

(xii) should an employee die, or in the course of his work be incapacitated from continuing at his trade, the amount which has accrued in respect of his leave shall be payable to his estate, or to himself, as the case may be.

(*b*) *Employees for Whom Wages are Prescribed in Paragraphs* 4 (1) (*c*), (*d*) *and* (*e*):—

(i) Every employer shall grant to every employee for whom wages are prescribed in paragraphs 4 (1) (*c*), (*d*) and (*e*) employed by him in respect of each period of 50 weeks' employment with him, and so as to expire not later than two months after the termination of the said period, leave of absence on full pay of not less than two consecutive weeks;

(ii) Upon termination of employment, the employer shall pay to an employee his full pay—

(*aa*) in respect of any period of leave which has accrued to him but was not granted before the date of termination of the employment; and

(*bb*) for one day in respect of each complete four weeks of employment with the employer after the date on which he last became entitled to leave in terms of sub-paragraph (i), or in the case of an employee who has been employed for less than fifty weeks after the date of commencement of his employment.

(3) For the purpose of this section employment shall be deemed to commence—

(*a*) in the case of an employee who had before the coming into operation of this Agreement become entitled to leave in terms of the Agreement published under Government Notice No. 1042 of the 25th July, 1941 (hereinafter referred to as the "previous Agreement") from the date on which such employee so became entitled to leave; provided that if such leave has not been granted earlier, it shall be granted within two months from the date of coming into operation of this Agreement;

(*b*) in the case of an employee who was in employment before the coming into operation of this Agreement and to whom the previous Agreement applied but who had not become entitled to leave in terms thereof, from the date upon which such employment commenced; provided that if leave has been granted to such employee after completion of a year's employment during the period 4th August, 1943, and the date of coming into operation of this Agreement, employment shall be deemed to commence from the date upon which he completed such year of employment, provided further that if such leave has not been granted, it shall be granted within two months from the date of coming into operation of this Agreement;

(*c*) in the case of any other employee, from the date upon which such employee entered his employer's service.

(4) An employer shall pay to an employee to whom leave is granted under paragraph (*a*) or (*b*) of sub-section (2), or under sub-section (3) his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(5) For the purpose of this section a day's pay shall be—

(*a*) in the case of an employee paid by the month the employee's monthly wage divided by 26; and

(*b*) in the case of an employee for whom a weekly wage is prescribed in section 4 such employee's weekly wage divided by 6; and

(*c*) in the case of an employee for whom an hourly wage is prescribed in section 4, such employee's hourly wage multiplied by 46 and divided by 6.

(6) Any period during which an employee—

(*a*) undergoes peace training under the South Africa Defence Act, 1912; or

(*b*) is absent from work on the instructions or at the request of the employer; or

(*c*) is absent from work owing to illness;

shall be deemed to be employment for the purpose of this section; provided that the provisions of paragraph (*c*) shall not apply in respect of any period owing to illness of more

(viii) geld wat nie binne twee jaar vanaf die laaste storting opgeëis word nie, word aan die Raad verbeur;

(ix) die Raad neem geen verantwoordelikheid vir die invorderiŋg van vakansiebetaling verskuldig nie, en geen werknemer het enige eis teen die Raad vir geld verskuldig maar wat nie deur sy werkgewer aan die Raad betaal is nie;

(x) as die tydperk van werkloosheid tussen een betrekking en 'n ander meer as ses dae is, is 'n werknemer geregtig op betaling uit die krediet verskuldig aan hom op die boeke van die Raad van 'n bedrag van hoogstens £2 per week wat as werkloosheidsbetaling beskou moet word tot sodanige tyd as wat sodanige krediet uitgeput is. As 'n werknemer werk kry voor sodanige krediet uitgeput is, moet hy met die onbetaalde bedrag gekrediteer word of as hy die volgende keer vir verlof kwalifiseer of werkloos raak vir 'n tydperk van langer as ses dae;

(xi) enige werknemer wat aanspraak maak op betaling en dit ontvang ingevolge subparagraaf (x) van hierdie subartikel begin as hy weer in die nywerheid in diens geneem word vir verlof kwalifiseer vanaf die datum van sodanige indiensneming, met dien verstande dat as daar enige onopgevraagde saldo is waartoe hy geregtig is om mee gekrediteer te word ingevolge hierdie artikel, hy met die verlofekwivalent gekrediteer moet word;

(xii) in geval 'n werknemer sterf, of in die loop van sy werk ongeskik raak om sy vak verder uit te oefen, moet die bedrag, wat ten opsigte van sy verlof opgeloop het, al na gelang van die geval, aan sy boedel of homself betaal word.

(*b*) *Werknemers vir wie lone in paragrawe* 4 (1) (*c*), (*d*) *en* (*e*) *voorgeskryf is.*—(i) Onderworpe aan die bepalings van subartikel (4) moet elke werkgewer aan elke werknemer vir wie lone in paragrawe 4 (1) (*c*), (*d*) en (*e*) voorgeskryf is wat by hom in diens is ten opsigte van elke tydperk van vyftig weke diens by hom en sodat dit nie later as twee maande na beëindiging van genoemde tydperk verstryk nie, afwesigheidsverlof met volle betaling van minstens twee opeenvolgende weke toestaan.

(ii) By diensbeëindiging moet die werkgewer aan 'n werknemer sy volle betaling betaal—

(*aa*) ten opsigte van enige verloftydperk wat vir hom opgeloop het maar nie voor die datum van diensbeëindiging toegestaan is nie; en

(*bb*) vir een dag ten opsigte van elke volle vier weke diens by die werkgewer na die datum waarop hy laas op verlof geregtig was ingevolge subparagraaf (i), of in geval van 'n werknemer wat vir minder as vyftig weke in diens was na die aanvangsdatum van sy diens.

(3) Vir die toepassing van hierdie artikel word dit beskou dat diens begin van—

(*a*) in geval van 'n werknemer wat voordat hierdie Ooreenkoms in werking tree op verlof geregtig geword het ingevolge die Ooreenkoms bekendgemaak by Goewermentskennisgewing No. 1042 van 25 Julie 1941 (hierna die vorige Ooreenkoms genoem) die datum waarop sodanige werknemer aldus op verlof geregtig geword het; met dien verstande dat as sodanige verlof nog nie vroeër toegestaan is nie, dit binne twee maande na die inwerkingtredingsdatum van hierdie Ooreenkoms toegestaan moet word;

(*b*) in geval van 'n werknemer wat in diens was voor die inwerkingtreding van hierdie Ooreenkoms en op wie die vorige Ooreenkoms van toepassing was, maar wat nie, ingevolge daarvan, op verlof geregtig geword het nie, die datum waarop sodanige werk begin het; met dien verstande dat as verlof aan sodanige werknemer toegestaan is na beëindiging van 'n jaar diens gedurende die tydperk 4 Augustus 1943, en die datum waarop hierdie Ooreenkoms in werking tree, dit beskou moet word om vanaf die datum te begin waarop hy sodanige jaar diens voltooi het; met dien verstande verder dat as sodanige verlof nog nie toegestaan is nie, dit binne twee maande na die inwerkingtredingsdatum van hierdie Ooreenkoms toegestaan moet word;

(*c*) in geval van enige ander werknemer, die datum waarop sodanige werknemer by sy werkgewer in diens getree het.

(4) 'n Werkgewer moet aan 'n werknemer aan wie verlof ingevolge paragraaf (*a*) of (*b*) van subartikel (2) of ingevolge subartikel (3) toegestaan is sy betaling ten opsigte van die verloftydperk voor of op die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(5) Vir die toepassing van hierdie artikel is 'n dag se betaling—

(*a*) in geval van 'n werknemer wat per maand betaal word die werknemer se maandelikse loon, gedeel deur sesen-twintig; en

(*b*) in geval van 'n werknemer vir wie 'n weeklikse loon in artikel 4 voorgeskryf is, sodanige werknemer se weeklikse loon, gedeel deur 6; en

(*c*) in geval van 'n werknemer vir wie 'n uurloon in artikel 4 voorgeskryf is, sodanige werknemer se uurloon vermenigvuldig met 46 en gedeel deur 6.

6. Enige tydperk wat 'n werknemer—

(*a*) vredestydopleiding, ingevolge die Zuid Afrika Verdedigings Wet, 1912, ondergaan; of

(*b*) volgens opdrag of op versoek van die werkgewer van die werk afwesig is; of

(*c*) weens siekte van werk afwesig is;

word vir die toepassing van hierdie artikel as diens beskou; met dien verstande dat die bepalings van paragraaf (*c*) nie van toepassing is ten opsigte van enige tydperk weens siekte

than three consecutive days if the employee fails, after a request for such a certificate by the employer to submit to the employer a certificate by a medical practitioner to the effect that the employee was prevented by illness from doing his work or in respect of that portion of any total period of absence during any 12 months of employment which is in excess of 30 days.

(7) The period of leave shall not be concurrent with any period during which the employee is under notice of termination of employment or is undergoing peace training under the South Africa Defence Act, 1912.

(8) If any public holiday referred to in sub-section (1) of this section falls within the period of leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

11. Payment of Remuneration.

(1) An employer shall pay the remuneration (including cost of living allowance) due to his employees (other than casual employees) in cash weekly during the hours of work or within 15 minutes of cessation of work on the usual pay day, and such remuneration shall be contained in a sealed envelope indicating on the outside thereof the name of the employee, occupation, and the number of ordinary and overtime hours worked and the remuneration due, and the period in respect of which payment is made, together with any deductions made in terms of sub-section (5) of this section.

(2) An employer shall pay the remuneration due to each of his casual employees in cash on the termination of his employment and such payment shall be subject to the provisions of sub-section (1) with regard to the method of payment.

(3) An employer shall not charge or accept a premium from any employee in respect of such employee's training.

(4) Where, in any establishment work is performed by employees organized in sets or teams, each employee shall be paid his earnings by the employer or his authorised representative.

(5) No deductions of any description other than the following shall be made from the amount due to an employee:—

(*a*) Where an employee absents himself from work, a pro rata amount for the period of such absence;

(*b*) with the consent of the employee contributions to any holiday, insurance or pension fund, or any sick or benevolent fund operated for the benefit of the employees of any particular employer;

(*c*) contributions to Council funds in terms of section 23;

(*d*) subscriptions to the Motor Industry Employees' Union of South Africa, in terms of section 17;

(*e*) any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.

12. Travelling Allowances.

An employee who is required to work away from the establishment in which he is ordinarily employed shall be entitled to the following:—

(*a*) *Country Work.*—Second class railway fares shall be paid by the employer for all main line and first class fares for all suburban line travelling.

(*b*) *Daily Travelling Expenses.*—An employee travelling on his employer's business during working hours shall be paid at the ordinary rate for each working hour so travelled; for travelling outside of working hours he shall receive no payment, provided, however, that if the travelling is done after completion of a day's work, he shall be paid at half the ordinary rate until the commencement of the next day's shift or the termination of the journey, whichever is the shorter period.

(*c*) *Subsistence.*—Employees shall be provided with meals and bed when on the train, and shall be provided with or entitled to payment for reasonable board and lodging when working on country jobs.

13. Supply of Tools.

(1) An employer shall provide each of his employees with a suitable locker for his tools.

(2) (*a*) An employer shall provide the following articles free of charge for the use of employees where their use is necessary: Electric drilling machine, benches and vices, jacks and trestles, emery wheels, blocks and tackle or cranes, grease guns or other greasing apparatus, extension lights with a maximum of one globe per month, waste or sweat rags, means for cleaning greasy parts before re-assembling, hacksaw blades, 8-inch files and over, mechanic's cradles, goggles for welders, rubber gloves and rubber aprons for employees employed on continuous battery work and handling acids.

(*b*) Where any of the following articles are required in an establishment the employer shall provide them free of charge to the employees: Drills of $\frac{3}{8}$ inch and over, reamers of all sizes, screwing tackle, stocks and dies and taps, blow lamps, spanners for one-inch nuts and over, and all special spanners, wheel puller, hammers of 3 lb. and over, Stillson wrenches over twelve inches, wringing irons, large soldering irons, rivet sets, valve seat cutters, valve grinding compound, hydrometers, and electrical testing and fault-finding apparatus and blacksmith's tools.

van meer as drie opeenvolgende dae as die werknemer versuim om nadat hy deur die werkgewer om 'n sodanige sertifikaat versoek is, aan die werkgewer 'n sertifikaat van 'n geneesheer voor te lê te dien effekte dat die werknemer deur siekte verhoed is om sy werk te doen of ten opsigte van daardie gedeelte van enige totale afwesigheidstydperk gedurende enige twaalf maande diens wat langer as dertig dae is.

(7) Die verloftydperk mag nie saamval met enige tydperk wat die werknemer diensopsegging dien of ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredestydopleiding ondergaan nie.

(8) As enige openbare vakansiedag genoem in subartikel (1) van hierdie artikel binne die verloftydperk val, moet sodanige vakansiedag by genoemde tydperk gevoeg word as 'n verdere verloftydperk met volle betaling.

11. Betaling van besoldiging.

(1) 'n Werkgewer moet die besoldiging (met inbegrip van lewenskostetoelae verskuldig aan sy werknemers (behalwe los werknemers) weekliks kontant betaal gedurende werkure of binne 15 minute na met die werk opgehou is op die gewone betaaldag, en sodanige besoldiging moet vervat wees in 'n toegeplakte koevert aan die buitekant waarvan aangedui is die naam van die werknemer, beroep en die getal gewone en oortydure gewerk en die verskuldigde besoldiging, asook die tydperk ten opsigte waarvan betaling gedoen word tesame met enige kortings wat, ingevolge subartikel (5) van hierdie artikel, gemaak word.

(2) 'n Werkgewer moet die besoldiging verskuldig aan elk van sy los werknemers kontant betaal by beëindiging van sy diens, en sodanige betaling is onderworpe aan die bepalings van subartikel (1) met betrekking tot die metode van betaling.

(3) Vir die opleiding van 'n werknemer mag 'n werkgewer geen onderriggeld van enige werknemer vorder of aanneem nie.

(4) Indien werk in enige inrigting verrig word deur werknemers wat in spanne of ploeë georganiseer is, moet die verdienste van elke werknemer deur die werkgewer of sy gemagtigde verteenwoordiger aan hom uitbetaal word.

(5) Van die bedrag aan 'n werknemer verskuldig, mag geen bedrae, van watter aard ook, behalwe onderstaande, afgetrek word nie:—

(*a*) In geval 'n werknemer van die werk af wegbly—'n *pro rata* bedrag vir die duur van sodanige afwesigheid;

(*b*) met toestemming van die werknemer—bydraes aan enige vakansie-, versekerings- of pensioenfonds, of enige siekte- of liefdadigheidsfonds wat tot voordeel van enige van die werknemers van enige besondere werkgewer in werking is;

(*c*) bydraes aan die Raadkas ingevolge artikel 23;

(*d*) ledegeld aan die „Motor Industry Employees' Union of South Africa" ingevolge artikel 17;

(*e*) enige bedrag wat deur 'n werkgewer, ingevolge 'n verpligting hom opgelê deur 'n Wet, Ordonnansie of regsgeding, ten behoewe van 'n werknemer betaal word.

12. Reistoelaes.

'n Werknemer van wie verlang word om elders te werk as in die inrigting waar hy in die gewone loop van sake in diens is, is geregtig op onderstaande:—

(*a*) *Plattelandse werk.*—Die werkgewer moet vir tweedeklas-spoorwegkaartjies vir reise oor alle hooflyne en vir eersteklas-spoorwegkaartjies vir reise oor alle voorstedelike spoorweë, betaal.

(*b*) *Daelikse reiskoste.*—'n Werknemer, wat gedurende werkure in verband met sy werkgewer se besigheid reis, moet vir elke werkuur aldus gereis teen die gewone loon betaal word; vir reise buite werkure ontvang hy geen betaling nie, met dien verstande egter dat hy, indien na afloop van 'n werkdag gereis word, teen die helfte van die gewone loon betaal moet word tot aan die begin van die volgende dagskof of tot aan die einde van die reis, na gelang van die kortste tydperk.

(*c*) *Onderhoud.*—Werknemers moet van etes en beddens op die trein voorsien word en moet voorsien word van, of is geregtig op betaling, vir redelike kos en inwoning terwyl hulle op plattelandse werk werksaam is.

13. Verskaffing van gereedskap.

(1) 'n Werkgewer moet aan elkeen van sy werknemers 'n geskikte kassie vir sy gereedskap verskaf.

(2) (*a*) Werkgewers moet onderstaande artikels waar hul nodig is vir die gebruik van werknemers kosteloos verskaf: Elektriese boormasjiene, banke en bankskroewe, domkragte en saagbokke, slypstene, katrolle en hystoestelle of krane, ghries-spuite of ander smeerapparate, verlengingsligte met 'n maksimum van een gloeilamp per maand; smeer- en sweetlappe, goed om vetterige dele mee skoon te maak voordat dit weer immekaargesit word; lemme vir ystersae, vyle van 8 duim en langer, sleë vir werktuigkundiges, stofbrille vir lassers, rubberhandskoene en rubbervoorskote vir werknemers wat voortdurend aan batterye en met sure werk.

(*b*) Indien van onderstaande artikels in 'n inrigting nodig is, moet die werkgewer dit kosteloos aan die werknemers verskaf: Bore van $\frac{3}{8}$ duim en groter, ruimers van alle groottes, skroef- en skroefsnygereedskap, blaaslampe, skroefhamers, vir moertjies van 1 duim en groter, en alle spesiale skroefhamers, wieltrekkers, hamers van 3 pond en groter, Stillsonskroefhamers groter as 12 duim, wringysters, groot soldeerbouts, klinknaelstelle, klepbeddingslypers, klepslyppasta, watermeters en apparate gebruik vir elektrotegniese toetse en om gebreke te bepaal, en grofsmidgereedskap.

(3) In the event of an employee who is engaged on repetition work requiring large quantities of drills or files or similar breakable tools, these shall be provided by the employer free of charge.

14. Outwork.

(1) No employer shall require or allow any of his employees to undertake any work elsewhere than in his establishment, except when such work is in execution or completion of an order placed with such employer.

(2) No employee shall, except as provided in sub-section (1), undertake or perform any work in the Motor Industry; provided that this sub-section shall not apply to work performed by an employee on a vehicle owned by him.

15. Existing Contracts.

(1) Any contract of service in operation at the date of commencement of this Agreement shall be subject to the provisions of this Agreement.

(2) Any employee who at the date of coming into operation of this Agreement is in receipt of wages or employed under conditions which are more favourable to him than those prescribed in this Agreement, shall continue to receive such wages and enjoy such conditions as long as he remains in the employment of the same employer.

16. Exhibition of Agreement, Factories, Machinery and Building Work Act, 1941, and Notices.

(1) Every employer shall affix and keep affixed in his establishment in a conspicuous place, readily accessible to his employees—

(*a*) a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act;

(*b*) a notice or notices in the form prescribed in Annexure "B" to this Agreement specifying the starting time and the finishing time of work for each day of the week;

(*c*) the following notices (in legible characters and in both official languages) being Annexures to the regulations published under the Industrial Conciliation Act, 1937);

Annexure I.C. 16—Summaries of certain sections of the Act;

Annexure I.C. 17—Official address of Divisional Inspector, Department of Labour, and official address of the Secretary of the Council; and

Annexure I.C. 19—Time and place of payment of remuneration;

(*d*) notice being summary of procedure laid down under the Workmen's Compensation Act, No. 59 of 1934.

(2) Copy of the Factories Act, 1941, as laid down under regulation 6 (1) of the said Act;

17. Subscriptions to Trade Union and Employers' Organization.

Every employer shall deduct from the weekly wages of each of his employees affected by this Agreement who are members of the Motor Industry Employees' Union of South Africa the amount of the subscriptions payable by such employees to the Union and shall forward with the form prescribed in Annexure "A" the amount thus deducted to the Secretary of the Council, P.O. Box 65, East London, not later than the tenth day of each month.

18. Union and Association Membership.

(1) No member of the Motor Industry Employees' Union of South Africa shall accept employment with any employer who is not a member of the South African Motor Industry Employers' Association, and no member of the association shall employ any employee who is not a member of the union; provided that this sub-section shall not apply to persons who have, in the opinion of the Council, been refused membership of a party to this Agreement without reasonable cause and the applicant has reported such refusal to the Council within twenty-one days thereof.

(2) Proof of membership of the "Motor Industry Employees' Union of South Africa" shall be the production of a membership card for the current year duly signed by the Secretary of that Union.

(3) The provisions of this section shall not apply to labourers.

19. Prohibition of Employment of Females.

An employer shall not require or permit any female to perform the work of a service attendant or a labourer as defined by this Agreement.

20. Prohibition of Employment of Person Under 15 Years of Age.

An employer shall not require or permit any person under the age of 15 years to perform any work in connection with his business if such work falls within the definition of the "Motor Industry" as defined by this Agreement.

21. Prohibition of Piece-work.

An employer shall not require or permit any of his employees to work piece-work.

(3) Ingeval 'n werknemer werk verrig in verband waarmee verskillende prosesse herhaal word en groot hoeveelhede bore of vyle of dergelike breekbare gereedskap nodig is, moet die kosteloos deur die werkgewer verskaf word.

14. Buitewerk.

(1) Geen werkgewer mag vereis of toelaat dat enigeen van sy werknemers werk in die motornywerheid elders as in sy inrigting onderneem nie, behalwe wanneer sodanige werk verrig word ter uitvoering of voltooiing van 'n bestelling wat by sodanige werkgewer geplaas is.

(2) Geen werknemer mag behalwe soos bepaal in subartikel (1) enige werk in die motornywerheid onderneem of verrig nie; met dien verstande dat hierdie subartikel nie van toepassing is op werk wat deur 'n werknemer verrig word aan 'n voertuig in sy besit nie.

15. Bestaande kontrakte.

(1) Enige dienskontrak wat geldig is op die datum waarop hierdie Ooreenkoms van krag word, is aan die bepalings van hierdie Ooreenkoms onderworpe.

(2) Enige werknemer wat op die datum waarop hierdie Ooreenkoms in werking tree lone ontvang of onder voorwaardes werksaam is wat vir hom gunstiger is as dié wat in hierdie Ooreenkoms voorgeskryf is, moet voortgaan om sodanige lone te ontvang en sodanige voorwaardes te geniet solank as hy in diens by dieselfde werkgewer bly.

16. Vertoning van Ooreenkoms, Wet op Fabrieke, Masjinerie en Bouwerk, 1941, en kennisgewings.

(1) Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting wat maklik toeganklik is vir sy werknemers onderstaande opplak en opgeplak hou:—

(*a*) 'n Leesbare kopie van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet;

(*b*) 'n kennisgewing of kennisgewings in die vorm voorgeskryf in Aanhangsel "B" van hierdie Ooreenkoms wat die begin- en ophoutyd van werk vir elke dag van die week spesifiseer;

(*c*) onderstaande kennisgewings (in leesbare skrif en in albei amptelike tale) wat Aanhangsels is van die regulasies bekendgemaak kragtens die Nywerheid-versoeningswet, 1937:—

Aanhangsel I.C. 16.—Samevattings van bepaalde artikels van die Wet;

Aanhangsel I.C. 17.—Amptelike adres van Afdelingsinspekteur, Departement van Arbeid, en amptelike adres van die Sekretaris van die Raad; en

Aanhangsel I.C. 19.—Tyd en plek van betaling van besoldiging;

(*d*) kennisgewing 'n samevatting te wees van prosedure vasgestel ingevolge die Werksmense Skadeloosstelling Wet, No. 59 van 1934.

(2) 'n Kopie van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos bepaal by regulasie 6 (1) van genoemde Wet.

17. Ledegelde aan vakvereniging en werkgewersorganisasie.

Elke werkgewer moet van die weekloon van elk van sy werknemers wat lede is van die "Motor Industry Employees' Union of South Africa", en wat onder hierdie Ooreenkoms val, die bedrag van die ledegelde, deur sodanige werknemers aan die vakvereniging betaalbaar, aftrek en moet die bedrag aldus afgetrek nie later nie as die tiende dag van elke maand, tesame met die vorm voorgeskryf in Aanhangsel "A" aan die Sekretaris van die Raad, Posbus 65, Oos-Londen, stuur.

18. Lidmaatskap van vakvereniging en werkgewersorganisasie.

(1) Geen lid van die "Motor Industry Employees' Union of South Africa" mag by enige werkgewer, wat nie 'n lid van die "South African Motor Industry Employers' Association" is, in diens tree nie, en geen lid van die organisasie mag enige werknemer, wat nie 'n lid van die vereniging is, in diens neem nie; met dien verstande dat hierdie subartikel nie van toepassing is nie op persone wat na mening van die Raad lidmaatskap tot 'n party by hierdie Ooreenkoms sonder redelike oorsaak geweier is en die applikant sodanige weiering binne een-en-twintig dae daarna aan die Raad gerapporteer het.

(2) Lidmaatskap van die "Motor Industry Employees' Union of South Africa" word bewys deur vertoning van 'n lidmaatskapkaart vir die lopende jaar, behoorlik onderteken deur die Sekretaris van daardie Raad.

(3) Die bepalings van hierdie artikel is nie op arbeiders van toepassing nie.

19. Verbod op indiensneming van vrouens.

Geen werkgewer mag vereis of toelaat dat 'n vroulike werknemer die werk van 'n diensbeampte of 'n arbeider soos bepaal in hierdie Ooreenkoms, verrig nie.

20. Verbod op indiensneming van persone onder vyftien.

'n Werkgewer mag nie vereis of toelaat dat enige persoon onder die ouderdom van 15 jaar enige werk in sy besigheid verrig as sodanige werk binne die woordbepaling van die "Motornywerheid" val soos bepaal in hierdie Ooreenkoms.

21. Verbod op stukwerk.

'n Werkgewer mag nie vereis of toelaat dat enige van sy werknemers stukwerk verrig nie.

22. Registration.

(1) Every employer engaged in the industry shall, unless he has already done so, within one month of the date on which this Agreement comes into operation, and every employer who starts to engage in the industry during the currency of this Agreement shall, within one month of commencing business, forward to the Secretary of the Council, P.O. Box 65, East London, a statement showing—

(*a*) the employer's name;

(*b*) the employer's business address;

(*c*) the address of the establishment;

(*d*) in respect of each of his employees—

(i) full name;

(ii) occupation;

(iii) wages paid to such employee.

(2) Every employer shall notify the Secretary of the Council of any change in the particulars required to be furnished by him in terms of sub-section (1) within one month of such changes taking place.

23. Council Funds.

(1) The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

6d. per week shall be deducted by each employer from the earnings of each of his employees falling under section 4 (1) (*a*) and (*b*).

(2) To the amount thus deducted the employer shall add an equal amount and forward the total sum, together with a covering letter in the form prescribed in Annexure "A", to the Secretary of the Council, P.O. Box 65, East London, not later than the tenth day of each month.

24. Agents.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such agents to institute such enquiries and to examine such books and/or documents, and to interrogate such persons as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

25. Employees' Representatives on the Council.

Employees' representatives on the Council shall be given every reasonable facility by their employers to attend to their duties in connection with meetings of the Council.

26. Exemptions.

(1) The Council may for any good and sufficient reason grant exemption to any employer and/or employee from any of the provisions of this Agreement, provided that exemption shall not be granted to an employee immediately upon completion of his apprenticeship, at wages lower than, for the first three months 60 per cent., for the second three months 70 per cent., for the third three months 80 per cent., for the fourth three months 90 per cent. of the wages laid down in sub-section (1) (*a*) or (*b*) of section 4 of this Agreement for an employee of his class; nor shall the period of exemption in such cases exceed one year.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned withdraw any licence of exemption whether or not the period for which exemption was granted has expired.

(3) The Secretary to the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section a licence of exemption signed by the Chairman and the Secretary of the Council, setting out—

(*a*) the full name of the person concerned;

(*b*) the provisions of the Agreement from which exemption is granted;

(*c*) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such licence is granted; and

(*d*) the period for which the licence shall operate.

(4) Every employer and every employee to whom a licence of exemption is granted in terms of this section shall comply with every condition fixed by the Council in respect of such licence.

(5) The Secretary to the Council shall—

(*a*) number consecutively all licences issued;

(*b*) retain a copy of each licences issued;

(*c*) where exemption is granted to an employee, forward a copy of the licence to the employer concerned.

27. Records to be Kept.

Every employer shall keep in the form prescribed by regulations under the Act, a record of wages and overtime paid and time worked by each of his employees. All entries shall be in ink and retained for three years.

22. Registrasie.

(1) Elke werkgewer wat die nywerheid beoefen moet, tensy hy dit alreeds gedoen het, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree en elke werkgewer wat gedurende die loop van hierdie Ooreenkoms besigheid in die nywerheid begin, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, aan die Sekretaris van die Raad, Posbus 65, Oos-Londen, 'n staat stuur waarin onderstaande besonderhede vermeld word:—

(*a*) Die werkgewer se naam;

(*b*) die werkgewer se besigheidsadres;

(*c*) die adres van die inrigting;

(*d*) ten opsigte van elk van sy werknemers—

(i) volle naam;

(ii) beroep;

(iii) lone aan sodanige werknemer betaal.

(2) Elke werkgewer moet die Sekretaris van die Raad in kennis stel van enige verandering in die besonderhede wat hy moet verstrek ingevolge subartikel (i) binne een maand nadat sodanige verandering plaasvind.

23. Fondse van die Raad.

(1) Vir die fondse waaroor die Raad beskik, en wat by die Raad berus en deur die Raad beheer word, moet as volg voorsiening gemaak word:—

Elke werkgewer moet van die verdienste van elk van sy werknemers wat onder artikel 4 (1) (*a*) en (*b*) val, ses pennies per week aftrek.

(2) Die werkgewer moet by die bedrag aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag tesame met 'n dekkende brief, in die vorm in Aanhangsel "A" voorgeskryf, nie later nie as die tiende dag van elke maand aan die Sekretaris van die Raad, Posbus 65, Oos-Londen, stuur.

24. Agente.

Die Raad moet een of meer bepaalde persone as agente aanstel om by die uitvoering van die bepalings van hierdie Ooreenkoms behulpsaam te wees en elke werkgewer en werknemer is verplig om sodanige agente toe te laat om sodanige ondersoek in te stel en sodanige boeke en/of geskrifte na te sien, en sodanige persone te ondervra as wat nodig mag wees ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

25. Verteenwoordigers van werknemers op die Raad.

Werknemers moet aan die verteenwoordigers van werknemers op die Raad alle redelike fasiliteite verleen om hul pligte in verband met vergaderings van die Raad, waar te neem.

26. Vrystelling.

(1) Die Raad kan om enige goeie en voldoende rede van enigeen van die bepalings van hierdie Ooreenkoms vrystelling verleen aan werkgewers en/of werknemers, met dien verstande dat vrystelling nie aan 'n werknemer verleen mag word onmiddellik na hy sy vakleerlingskap voltooi het, teen 'n laer loon vir die eerste drie maande as 60 persent, vir die tweede drie maande as 70 persent, vir die derde drie maande as 80 persent en vir die vierde drie maande as 90 persent van die loon wat in subartikel (1) (*a*) of (*b*) van artikel 4 van hierdie Ooreenkoms voorgeskryf is, vir 'n werknemer van sy kategorie nie; ook mag die tydperk van vrystelling in sodanige gevalle nie langer as een jaar wees nie.

(2) Die Raad moet, ten opsigte van enige persoon aan wie ingevolge die bepalings van subartikel (1) van hierdie artikel vrystelling verleen word, die voorwaardes waarop sodanige vrystelling verleen word en die termyn waarvoor sodanige vrystelling geldig is, bepaal, met dien verstande dat die Raad, na goeddunke en nadat een week vooraf aan die betrokke persoon skriftelik kennis gegee is, enige vrystellingsertifikaat kan intrek of die termyn waarvoor vrystelling verleen was, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie in ooreenstemming met die bepalings van subartikel (1) van hierdie artikel vrystelling verleen word 'n vrystellingsertifikaat onderteken en deur die Voorsitter en die Sekretaris van die Raad uitreik, waarin vermeld word—

(*a*) die volle naam van die betrokke persoon;

(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(*c*) die voorwaardes vasgestel in ooreenstemming met die bepalings van subartikel (2) van hierdie artikel waarop sodanige vrystelling verleen word; en

(*d*) die termyn waarvoor die vrystelling geldig is.

(4) Elke werkgewer en elke werknemer aan wie 'n vrystellingsertifikaat ingevolge hierdie artikel verleen is, moet aan elke voorwaarde voldoen wat deur die Raad ten opsigte van sodanige sertifikaat vasgestel is.

(5) Die Sekretaris van die Raad moet—

(*a*) alle sertifikate wat uitgereik word in volgorde nommer;

(*b*) van elke uitgereikte sertifikaat 'n afskrif behou; en

(*c*) indien aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

27. State wat gehou moet word.

Elke werkgewer moet in die vorm voorgeskryf in die regulasies van die Wet 'n staat hou van lone en oortyd wat betaal is en die tyd wat deur elk van sy werknemers gewerk word. Alle inskrywings moet met ink gedoen word en moet vir drie jaar behou word.

28. PRESUMPTION.

An employee shall be deemed to be working in the employment of an employer, in addition to any period during which he is actually so working—

(*a*) during any period during which, in accordance with the requirements of his employer, he is present upon or in any establishment;

(*b*) during any other period during which he is present upon or in such establishment;

(*c*) during any period during which he is in charge of any vehicle used in the Industry, whether or not it is being driven;

provided that if it is proved during what portion of any such period as is referred to in paragraph (*b*) or (*c*) any such employee actually worked in his employment, the presumption established by this sub-section shall not apply in respect of that employee in relation to that period.

29. ADMINISTRATION OF AGREEMENT.

The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with its provisions for the guidance of employers and employees.

30. SUB-LETTING OF PREMISES.

(1) No employer shall cause or permit any portion of the premises occupied by him in which he is conducting or has conducted any work in the Motor Industry to be sub-let to any other person for the purpose of such person engaging in any work connected with the Motor Industry without the previous consent of the Council having been obtained.

(2) Wherever at the date of publication of this Agreement any employer has so sub-let any portion of the premises occupied by him to any other person engaging in the Motor Industry, such employer shall notify the Council within 30 days, making application for the Council's consent.

(3) The consent of the Council referred to in this section may be given or withheld at its discretion.

31. TERMINATION OF EMPLOYMENT.

No less than one clear working day's notice shall be given by an employer or an employee to terminate a contract of service, provided that this shall not affect—

(*a*) the right of an employee or an employer to terminate the contract of service without notice for any good cause recognised by law as sufficient;

(*b*) any agreement between the employer and employee providing for a longer period of notice than one day; if the period is the same for both employer and employee;

provided, however, that an employer may pay to an employee, in cash, the equivalent of the period of notice.

32. TRADING HOURS.

(1) No employer shall cause or permit his establishment to remain open for business specified to fall within the definition of the Motor Industry between the hours of 6.15 p.m. and 8 a.m. on any day from Mondays to Fridays inclusive, or between 12 noon on Saturdays and 8 a.m. on Mondays, provided that nothing in this section shall prevent an employer—

(*a*) from opening his establishment between such hours for the purpose of receiving into the premises vehicles removed from the roadside on account of accidents or break-downs, or

(*b*) from permitting his employees to proceed to the scene of an accident or break-down and to perform at the roadside such repairs as can be performed there without the necessity of removing the vehicle; or

(*c*) from permitting his employees to perform essential work of an emergency nature carried out on behalf of the Government of the Union of South Africa (including the South African Railways and Harbours Administration) or in connection with military or naval services; or

(*d*) from permitting his employees to perform work such as is referred to in paragraph (ii) of the first proviso to sub-section (2) of section 7 within the times therein prescribed.

(2) An employer who undertakes work such as is referred to in paragraphs (*a*) or (*b*) of sub-section (1), shall within 48 hours of his undertaking such work, forward to the Secretary of the Council particulars of such work in the form prescribed in Annexure "D" to this Agreement.

(3) The provision of this section shall not apply to work connected with the parking, storing and/or stabling of vehicles and the sale of petrol but the provisions of this section shall in all other respects apply to work carried on in such establishments.

33. SUPPLY OF UNIFORMS OR OVERALLS.

Where an employee is required by his employer to wear a uniform or an overall this shall be furnished by the employer free of charge.

34. SICK LEAVE.

(1) An employer shall grant to his employee who has completed one month's employment and who is absent from work through sickness or accident, not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave

28. VERMOEDE.

Dit word beskou dat 'n werknemer in diens van 'n werkgewer is benewens enige tydperk wat hy werklik werk—

(*a*) gedurende enige tydperk wat hy in ooreenstemming met die vereistes van sy werkgewer op of in enige inrigting aanwesig is;

(*b*) gedurende enige ander tydperk wat hy op of in sodanige inrigting aanwesig is;

(*c*) gedurende enige tydperk wat hy toesig het oor enige voertuig wat in die nywerheid gebruik word, of dit bestuur word of nie;

met dien verstande dat as daar bewys word gedurende watter gedeelte van enige sò'n tydperk soos genoem in paragraaf (*b*) of (*c*) enige sodanige werknemer werklik in sy diens gewerk het, die vermoede bewys deur hierdie subartikel nie ten opsigte van daardie werknemer met betrekking tot daardie tydperk van toepassing is nie.

29. UITVOERING VAN OOREENKOMS.

Die Raad is die liggaam wat vir die uitvoering van hierdie Ooreenkoms verantwoordelik is en hy kan vir die leiding van werkgewers en werknemers opinies uitvaardig wat nie met die bepalings daarvan in stryd is nie.

30. DIE ONDERVERHUUR VAN PERSELE.

(1) Tensy die toestemming van die Raad vooraf verkry is, mag geen werkgewer enige gedeelte van die perseel wat hy okkupeer en waarin hy enige werk in die motornywerheid uitoefen of uitgeoefen het, laat onderverhuur of toelaat dat dit onderverhuur word aan enige ander persoon met die doel dat sodanige persoon enige werk verrig in verband met die motornywerheid.

(2) As enige werkgewer op datum van bekendmaking van hierdie Ooreenkoms enige gedeelte van die perseel wat hy okkupeer aldus onderverhuur het aan enige ander persoon in die motornywerheid, moet sodanige werknemer die Raad binne 30 dae in kennis stel en aansoek doen om die Raad se toestemming.

(3) Die toestemming van die Raad genoem in hierdie artikel kan na goeddunke van die Raad verleen of geweier word.

31. DIENSBEËINDIGING.

'n Werkgewer of werknemer moet minstens een volle werkdag vooraf die diens opsê om 'n dienskontrak te beëindig, met dien verstande dat dit geen inbreuk maak nie op—

(*a*) die reg van 'n werkgewer of werknemer om die diens sonder diensopsegging te beëindig om enige goeie rede deur die Wet as voldoende beskou;

(*b*) enige ooreenkoms tussen die werkgewer en werknemer wat voorsiening maak vir 'n langer tydperk van diensopsegging as een dag, as die tydperk dieselfde is vir die werkgewer en werknemer;

met dien verstande egter dat 'n werkgewer 'n werknemer 'n bedrag in kontant kan betaal gelyk aan die tydperk van diensopsegging.

32. BEDRYFSURE.

(1) Geen werknemer mag sy inrigting laat oop bly of toelaat dat dit oop bly vir besigheid wat gespesifiseer is as binne die woordbepaling van motornywerheid tussen 6.15 nm. en 8 vm. op enige dag vanaf Maandae tot en met Vrydae of van 12-uur middag op Saterdae tot 8 vm. op Maandae nie; met dien verstande dat niks in hierdie artikel 'n werkgewer sal verhoed om—

(*a*) sy inrigting tussen sodanige ure te open ten einde voertuie op die perseel te ontvang wat van die pad verwyder is weens ongeval of defekte; of

(*b*) sy werknemers toe te laat om na die plek van die ongeval of waar die defek voorgekom het te gaan en om op die pad sodanige herstelwerk te verrig as wat daar gedoen kan word sonder dat dit nodig is om die voertuig te verwyder; of

(*c*) sy werknemers toe te laat om noodsaaklike werk van 'n ernstige aard te verrig wat namens die Regering van die Unie van Suid-Afrika uitgevoer word (met inbegrip van die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens) of in verband met militêre of marinedienste; of

(*d*) sy werknemers toe te laat om werk te verrig soos dié waarna in paragraaf (ii) van die eerste voorbehoudsbepaling by subklousule (2) van artikel 7 verwys word en wel binne die tye wat daarin voorgeskryf is.

(2) 'n Werkgewer wat werk onderneem soos dié genoem in paragrawe (*a*) of (*b*) van subartikel (1) moet binne 48 uur nadat hy sodanige werk onderneem, aan die Sekretaris van die Raad besonderhede van sodanige werk stuur in die vorm voorgeskryf in Aanhangsel "D" van hierdie Ooreenkoms.

(3) Die bepaling van hierdie artikel is nie van toepassing op die werk van parkeer, opberg en/of huisves van voertuie en die verkoop van petrol nie, maar die bepalings van hierdie artikel is in alle ander opsigte van toepassing op werk wat in sodanige inrigtings voortgesit word.

33. VERSKAFFING VAN UNIFORMS OF OORPAKKE.

Waar 'n werkgewer van sy werknemer vereis om 'n uniform of oorpak te dra, moet dit deur die werkgewer kosteloos verskaf word.

31. SIEKTEVERLOF.

(1) 'n Werkgewer moet aan sy werknemer wat een maand diens voltooi het en wat weens siekte of ongeval afwesig is, nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, twee weke siekteverlof in die geheel toestaan

in the aggregate during any one year of employment with him and shall pay him in respect of each work day thereof, an amount not less than—

(*a*) in the case of an establishment in which a six day week is observed, one sixth;

(*b*) in the case of an establishment in which a five day week is observed, one-fifth;

of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that the employer may require the production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

Signed at East London on behalf of the parties on this 10th day of November, 1943.

A. LATIMER,
Chairman of the Council.

H. KALLAWAY,
Vice-Chairman of the Council.

J. A. MCMILLAN,
Secretary of the Council.

gedurende enige afsonderlike jaar diens by hom en moet aan hom ten opsigte van elke werkdag daarvan 'n bedrag betaal van minstens—

(*a*) een-sesde in die geval van 'n inrigting waarin 'n sesdaagse week nagekom word;

(*b*) een-vyfde in die geval van 'n inrigting waarin 'n vyfdaagse week nagekom word,

van die weeklikse loon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het; met dien verstande dat die werkgewer die vertoning van 'n sertifikaat kan eis wat deur 'n geregistreerde geneesheer onderteken is, ten opsigte van elke afwesigheidstydperk waarvoor betaling verlang word.

Onderteken in Oos-Londen namens die partye hede die 10de dag van November 1943.

A. LATIMER,
Voorsitter van die Raad.

H. KALLAWAY,
Ondervoorsitter van die Raad.

J. A. MCMILLAN,
Sekretaris van die Raad.

ANNEXURE "A".

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (EAST LONDON).

TO THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY,
P.O. BOX 65, EAST LONDON.

DEAR SIR,

Please find contributions amounting to £_____:___:___ as detailed below, for the period ending_____194___

Adress_____ Name_____

Name of Employee.	Occupation.	Rate of Wages.	Number of Weeks Employed in month of	Contributions to Council Funds for Month of		Employees' Subscriptions to Union Funds for Month of			
				Employee.	Employer.	Week Ending.			

AANHANGSEL „A".

„INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY (EAST LONDON)".

AAN DIE SEKRETARIS,
„INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY",
POSBUS 65, OOS-LONDEN.

MENEER,

Ingeslote vind u bydraes tot die bedrag van £_____:___:___, besonderhede waarvan hieronder aangegee word, oor die tydperk eindigende_____194___

Adres_____ Naam_____

Naam van werknemer.	Beroep.	Loonskaal.	Getal weke gewerk gedurende die maand	Bydraes tot fondse van die Raad vir die maand		Werknemers se ledegelde aan fondse van die vakvereniging vir die maand			
				Werknemer.	Werkgewer.	Week eindigende			

ANNEXURE "B".

Notice required under section 16 of the Industrial Agreement for the Motor Industry (East London).

HOURS OF WORK.

The hours of work in this establishment will, until further notice, be:—

Employees under section 4 (1) (*a*).

Day Shift—

Mondays	a.m. to	p.m.	p.m. to p.m.
Tuesdays	a.m. to	p.m.	p.m. to p.m.
Wednesdays	a.m. to	p.m.	p.m. to p.m.
Thursdays	a.m. to	p.m.	p.m. to p.m.
Fridays	a.m. to	p.m.	p.m. to p.m.
Saturdays	a.m. to	p.m.	p.m. to p.m.

Night Shift—

Mondays	p.m. to	a.m.
Tuesdays	p.m. to	a.m.
Wednesdays	p.m. to	a.m.
Thursdays	p.m. to	a.m.
Fridays	p.m. to	a.m.
Saturdays	p.m. to	a.m.

Employees under section 4 (1) (*b*), (*c*), (*d*) *and* (*e*).

Day Shift—

Mondays	a.m. to	p.m.	p.m. to p.m.
Tuesdays	a.m. to	p.m.	p.m. to p.m.
Wednesdays	a.m. to	p.m.	p.m. to p.m.
Thursdays	a.m. to	p.m.	p.m. to p.m.
Fridays	a.m. to	p.m.	p.m. to p.m.
Saturdays	a.m. to	p.m.	p.m. to p.m.

Night Shift—

Mondays	p.m. to	a.m.
Tuesdays	p.m. to	a.m.
Wednesdays	p.m. to	a.m.
Thursdays	p.m. to	a.m.
Fridays	p.m. to	a.m.
Saturdays	p.m. to	a.m.
Sundays	p.m. to	a.m.

NOTE.—This notice is in addition to any requirements necessary under the Factories Act.

Any hours worked in excess of the above shall be considered as overtime.

AANHANGSEL „B".

Kennisgewing vereis ingevolge artikel 16 van die „Industrial Agreement for the Motor Industry (East London)".

WERKURE.

Die werkure in hierdie inrigting is tot nader kennisgewing as volg:—

Werknemers ingevolge artikel 4 (1) (*a*).

Dagskof—

Maandae	vm. tot nm.	nm.	tot nm.
Dinsdae	vm. tot nm.	nm.	tot nm.
Woensdae	vm. tot nm.	nm.	tot nm.
Donderdae	vm. tot nm.	nm.	tot nm.
Vrydae	vm. tot nm.	nm.	tot nm.
Saterdae	vm. tot nm.	nm.	tot nm.

Nagskof—

Maandae	nm. tot	vm.
Dinsdae	nm. tot	vm.
Woensdae	nm. tot	vm.
Donderdae	nm. tot	vm.
Vrydae	nm. tot	vm.
Saterdae	nm. tot	vm.

Werknemers ingevolge artikel 4 (1) (*b*), (*c*), (*d*) *en* (*e*).

Dagskof—

Maandae	vm. tot nm.	nm.	tot nm.
Dinsdae	vm. tot nm.	nm.	tot nm.
Woensdae	vm. tot nm.	nm.	tot nm.
Donderdae	vm. tot nm.	nm.	tot nm.
Vrydae	vm. tot nm.	nm.	tot nm.
Saterdae	vm. tot nm.	nm.	tot nm.

Nagskof—

Maandae	nm. tot	vm.
Dinsdae	nm. tot	vm.
Woensdae	nm. tot	vm.
Donderdae	nm. tot	vm.
Vrydae	nm. tot	vm.
Saterdae	nm. tot	vm.
Sondae	nm. tot	vm.

L.W.—Hierdie kennisgewing moet geskied afgesien van enige vereiste van die Fabriekswet.

Ure langer gewerk as bostaande word as oortyd beskou.

ANNEXURE " C ".

Notice required under section 10 (2) (a) (v) of the Industrial Agreement for the Motor Industry (East London):

No.....

HOLIDAY LEAVE PAY VOUCHER.

Date.....19.....

This form to be sent with remittance to the Secretary of the Industrial Council for the Motor Industry (East London), P.O. Box 65, East London.

Name of employer.....
Name of employee.....
Address of employee.....
Occupation..... Union No.....
Number of months.....from.....to.....
Amount enclosed herewith £.....:.....:.....
Signature of employee.....
Date ceased work.....

ANNEXURE " D ".

Notice required under section 32 of the Industrial Agreement for the Motor Industry (East London).

Date.....19.....

1. Trade name of firm.....
2. Address of firm.....
3. Information regarding *removal of vehicle / work performed. Date.....
Time..... Place.....
4. Name of employee/s employed.....
5. Capacity in which employed.....
6. Nature of operation.....
7. Registration No. of motor vehicle.....

Signature.....

To:
Secretary,
Industrial Council for the Motor Industry (East London),
P.O. Box 65, East London.

* Delete whichever is inapplicable.

✱ No. 2368.] [24 December 1943.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.—MOTOR INDUSTRY, EAST LONDON AND KING-WILLIAMSTOWN.

I, WALTER BAYLEY MADELEY, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Motor Industry, published under Government Notice No. 2367 of the 31st December, 1943, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 2369.] [31 December 1943.

MEMBERSHIP.—APPRENTICESHIP COMMITTEE.

It is hereby notified for general information that, in terms of section *eleven* of the Apprenticeship Act, 1922, as amended, the following persons have been appointed members and alternate members of the undermentioned Apprenticeship Committee:—

PIETERMARITZBURG ELECTRICAL, MECHANICAL AND MOTOR ENGINEERING APPRENTICESHIP COMMITTEE.

Chairman: John Fraser.

EMPLOYERS.

Members.	*Alternate Members.*
C. R. Hallé,	J. Methley Currie,
J. E. Orme,	A. Collins,
E. A. Wood,	
H. F. Spencer,	
E. A. Geraghty,	W. J. O'Meara,

EMPLOYEES.

Members.	*Alternate Members.*
T. N. Gutridge,	C. H. Adey,
F. M. Pratt,	R. S. Mitchell,
S. Hardman,	
D. Meade,	
J. Steele,	

for the period 28th November, 1943, to 27th November, 1946.
(C. 1069/4/3.)

✱ No. 2370.] [31 December 1943.

UNEMPLOYMENT BENEFIT ACT, 1937, AS AMENDED.—UNEMPLOYMENT BENEFIT FUND FOR THE CHEMICAL AND ALLIED INDUSTRIES.

NOTICE FIXING DATE FROM WHICH CONTRIBUTIONS BECOME PAYABLE.

I, WALTER BAYLEY MADELEY, Minister of Labour, in terms of sub-section (1) of section *thirty-four* of the Unemployment Benefit Act, 1937 (Act No. 25 of 1937, as amended by Act

AANHANGSEL „ C ".

Kennisgewing vereis ingevolge artikel 10 (2) (a) (v) van die „ Industrial Agreement for the Motor Industry (East London) ".

No.....

VERLOFBETALINGBEWYS.

Datum.....19.....

Hierdie vorm moet tesame met betaling aan die Sekretaris van die „ Industrial Council for the Motor Industry (East London) ", Posbus 65, Oos-London, gestuur word.

Naam van werkgewer.....
Naam van werknemer.....
Adres van werknemer.....
Beroep.....Vakvereniging No.....
Getal maande.....van.....tot.....
Bedrag hierby ingesluit £.....:.....:.....
Handtekening van werknemer.....
Datum waarop hy opgehou het met werk.....

AANHANGSEL „ D ".

Kennisgewing vereis by artikel 32 van die „ Industrial Agreement for the Motor industry (East London) ".

Datum.....19.....

1. Handelsnaam van firma.....
2. Adres van firma.....
3. Inligting in verband met *verwydering van voertuig / verrigte werk. Datum..... Tyd..... Plek.....
4. Naam van werknemer/s in diens.....
5. Hoedanigheid waarin in diens.....
6. Aard van werk.....
7. Registrasienommer van motorvoertuig.....

Handtekening.....

Aan:
Sekretaris,
„Industrial Council for the Motor Industry (East London) ", Posbus 65, Oos-London.

* Skrap wat nie van toepassing is nie.

✱ No. 2368.] [24 Desember 1943.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.—MOTORNYWERHEID, OOS-LONDEN EN KING-WILLIAMSTOWN.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Motornywerheid bekendgemaak by Goewermentskennisgewing No. 2367 van 31 Desember 1943, nie ongunstiger vir die persone is nie wie se werksure daarby gereël word as die ooreenstemmende bepalings van genoemde Wet.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 2369.] [31 Desember 1943.

LIDMAATSKAP.—KOMITEE VIR VAKLEERLINGE.

Hierby word vir algemene inligting bekendgemaak dat, ingevolge artikel *elf* van die Vakleerlingen Wet, 1922, soos gewysig, ondergenoemde persone as lede en plaasvervangende lede van ondervermelde Komitee vir Vakleerlinge aangestel is:—

KOMITEE VIR VAKLEERLINGE IN DIE ELEKTROTEGNIESE, WERKTUIGKUNDIGE EN MOTORINGENIEURSNYWERHEDE, PIETERMARITZBURG:

Voorsitter: John Fraser.

WERKGEWERS.

Lede.	*Plaasvervangende Lede.*
C. R. Hallé,	J. Methley Currie,
J. E. Orme,	A. Collins,
E. A. Wood,	
H. F. Spencer,	
E. A. Geraghty,	W. J. O'Meara,

WERKNEMERS.

Lede.	*Plaasvervangende Lede.*
T. N. Gutridge,	C. H. Adey,
F. M. Pratt,	R. S. Mitchell,
S. Hardman,	
D. Meade,	
J. Steele,	

vir die tydperk vanaf 28 November 1943 tot 27 November 1946.
(C. 1096/4/3.)

✱ No. 2370.] [31 Desember 1943.

WERKLOOSHEIDBYSTANDSWET, 1937, SOOS GEWYSIG.—WERKLOOSHEID-BYSTANDSFONDS VIR DIE CHEMIESE EN VERWANTE NYWERHEDE.

KENNISGEWING WAT DIE DATUM BEPAAL MET INGANG WAARVAN BYDRAES BETAALBAAR WORD.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, bepaal hierby, kragtens subartikel (1) van artikel *vier-en-dertig* van die Werkloosheidbystandswet, 1937 (Wet No. 25 van 1937,

No. 17 of 1942), hereby fix the 3rd day of January, 1944, as the date from which contributions to the Unemployment Benefit Fund for the Chemical and Allied Industries shall be paid in respect of employers and contributors in the Union of South Africa.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 2384.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR VEHICLE DRIVING OCCUPATION (CAPE).

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Motor Vehicle Driving Occupation (other than in connection with the transportation of passengers) shall be binding from the 10th day of January, 1944, and for the period ending the 9th day of April, 1944, upon the employers' organisations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 to 12 (inclusive) and 15 to 19 (inclusive) of the said Agreement shall be binding from the 10th day of January, 1944, and for the period ending the 9th day of April, 1944, upon the other employers and employees engaged or employed in the said occupation in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville and from the 10th day of January, 1944, and for the period ending the 9th day of April, 1944, the provisions contained in clauses 3 to 12 (inclusive), 15 and 17 to 19 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Cape Peninsula Commercial Employers' Organization;
Association of Road Mechanical Transport Owners

(hereinafter called "the employers" or "the employers' organizations"), of the one part, and the

Motor Lorry Drivers' Union (Cape)

(hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Motor Vehicle Driving Occupation (other than in connection with the transportation of passengers), Cape.

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magisterial Districts of the Cape, Wynberg, Simonstown and Bellville, by all employees employed in the Motor Vehicle Driving Occupation as in the Agreement defined, and by all employers of such employees who are members of the trade union or employers' organizations, as the case may be.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for one year or for such period as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"Council" means the Industrial Council for the Motor Vehicle Driving Occupation (other than in connection with the transportation of passengers), Cape;

"casual driver" means an employee who is employed, by the same employer, as a driver on not more than two days in any one week;

"driver" shall, in respect of a motor vehicle, refer to the person having control of the steering apparatus thereof, who may in addition perform other duties;

"essential service" means the conveyance of fresh produce such as milk, meat, vegetables, and flowers, and the conveyance of floral decorations, and other delivery services considered by the Council to be essential;

sooos gewysig by Wet No. 17 van 1942), die 3de dag van Januarie 1944 as die datum met ingang waarvan bydraes aan die Werkloosheid-bystandsfonds vir die Chemiese en Verwante Nywerhede ten opsigte van werkgewers en bydraers in die Unie van Suid-Afrika betaal moet word.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 2384.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

MOTORVOERTUIG-BESTUURSBEROEP (KAAP).

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheids-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en wat betrekking het op die Motorvoertuig-bestuursberoep (behalwe dié in verband met die vervoer van passasiers) vanaf die 10de dag van Januarie 1944, en vir die tydperk wat eindig op die 9de dag van April 1944, bindend is op die werkgewers-organisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 tot en met 12 en 15 tot en met 19 van genoemde Ooreenkoms vanaf die 10de dag van Januarie 1944, en vir die tydperk wat eindig op die 9de dag van April 1944, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde beroep in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 12, 15 en 17 tot en met 19 van genoemde Ooreenkoms vanaf die 10de dag van Januarie 1944, en vir die tydperk wat eindig op die 9de dag van April 1944, in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville, *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

BYLAE.

„INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE."

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, gemaak deur en aangegaan tussen die

„Cape Peninsula Commercial Employers' Organization"
„Association of Road Mechanical Transport Owners"

(hierna genoem „die werkgewers" of „die werkgewers-organisasies") aan die een kant, en die

„Motor Lorry Drivers' Union (Cape)"

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

wat die partye is by die „Industrial Council for the Motor Vehicle Driving Occupation (other than in connection with the transportation of passengers), Cape".

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die magistraatsdistrikte die Kaap, Wynberg, Simonstad en Bellville, deur alle werknemers in diens by die Motorvoertuig-bestuursberoep, soos in die Ooreenkoms bepaal, en deur alle werkgewers van sodanige werknemers wat lede is van die vakvereniging of werkgewersorganisasies, na gelang van die geval.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat die Minister ingevolge artikel *ag-en-veertig* van die Wet mag bepaal en bly van krag vir een jaar of vir sodanige termyn as wat by mag vasstel.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet; by verwysing na 'n Wet is ook enige wysiging van sodanige Wet inbegrepe; en verder tensy dit in stryd is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„Raad", die „Industrial Council for the Motor Vehicle Driving Occupation (other than in connection with the transportation of passengers), Cape";

„los bestuurder", 'n werknemer in diens by dieselfde werkgewer as 'n bestuurder op hoogstens twee dae in enige afsonderlike week;

„bestuurder", ten opsigte van 'n motorvoertuig, die persoon wat beheer oor die stuurapparaat daarvan het wat verder ander pligte kan nakom;

„noodsaaklike diens", die vervoer van vars produkte soos melk, vleis, groente en blomme en die vervoer van blomversierings en ander afleweringsdienste wat deur die Raad as noodsaaklik beskou word;

" hourly rate " shall mean the weekly wage divided by 48;
" load " means—

(*a*) the maximum weight expressed in terms of lb., which a motor vehicle is authorised to carry, or which any motor vehicle known as a " mechanical horse " is authorised to haul or which any body or trailer used in connection with such " mechanical horse " is authorised to carry, in terms of any motor carrier certificate or certificate of exemption from obligation to take out such motor carrier certificate issued in terms of the Motor Carrier Transportation Act (Act No. 39 of 1930) and the regulations promulgated thereunder, or any amendments to such Act; or

(*b*) any ascertained carrying capacity determined by the Industrial Council or by any authority or person appointed by the Industrial Council in terms of section 4 (1) (*e*) and (*f*) of this Agreement;

(*c*) if a pay-load higher that that assessed under (*a*) or (*b*) above is painted on a vehicle that pay-load shall be the load of that vehicle;

" motor vehicle " means any vehicle self-propelled by mechanical power (excluding tram cars, trolley-buses and two-wheeled vehicles) used for the conveyance or haulage or delivery of goods of any description other than agricultural produce of a farmer grown or produced by the farmer himself, when conveyed direct from his farm by such farmer or his employees, but shall not include a vehicle used for the conveyance of samples to any place to exhibit them if such samples are neither delivered to some other person nor sold;

" motor vehicle driving occupation " means the driving of motor vehicles (other than those used for the conveyance of passengers), whether for hire or reward, or as incidental to the business of the owner or user of such vehicle, but excluding the driving of motor vehicles in connection with the following industries:—

Baking and Confectionery, Biscuit Manufacturing, Leather, Brewing, Building, Engineering and Motor Engineering, and Printing and Newspaper, Furniture Manufacturing, Laundering, Cleaning and Dyeing, and Tea, Coffee and Chicory;

" piece-work " means any system of work under which an employee's earnings are based on the weight or volume or number of the articles or goods conveyed or on the number of journeys undertaken or on mileage covered;

" trailer " means any conveyance attached to and drawn by a motor vehicle but does not include the first conveyance attached to and drawn by a tractor or by a " mechanical horse "

4. WAGES.

(1) (*a*) Subject to the provisions of paragraphs (*b*), (*c*) and (*g*) of this sub-section and of sub-sections (2) and (3) of this section of this Agreement, an employer shall pay weekly wages as hereunder set forth, and no employee shall accept wages lower than those so specified:—

Drivers of Motor Vehicles—	*Per Week.*		
carrying or authorised to carry a load of 16,001 lb. and over	£6	0	0
carrying or authorised to carry a load of 14,001 lb. up to 16,000 lb.	5	10	0
carrying or authorised to carry a load of 12,001 lb. up to 14,000 lb.	5	0	0
carrying or authorised to carry a load of 10,001 lb. up to 12,000 lb.	4	10	0
carrying or authorised to carry a load of 8,001 lb. up to 10,000 lb.	4	0	0
carrying or authorised to carry a load of 6,001 lb. up to 8,000 lb.	3	10	0
all other motor vehicles	3	3	0

Drivers of motor vehicles carrying petrol in bulk shall be paid 10 per cent. (ten per cent.) extra on the wages above specified.

Casual drivers shall be paid when driving motor vehicles—	*Per Hour.* s.	d.
carrying or authorised to carry a load of 16,001 lb. and over	2	6
carrying or authorised to carry a load of 14,001 lb. up to 16,000 lb.	2	3½
carrying or authorised to carry a load of 12,001 lb. up to 14,000 lb.	2	1
carrying or authorised to carry a load of 10,001 lb. up to 12,000 lb.	1	10½
carrying or authorised to carry a load of 8,001 lb. up to 10,000 lb.	1	8
carrying or authorised to carry a load of 6,001 lb. up to 8,000 lb.	1	5½
all other motor vehicles	1	3¾

in respect of each hour or part of an hour so employed. Provided that a casual driver shall be paid on any one day a minimum of four hours pay even though the number of hours he works on that day is fewer than four.

(*b*) (i) Subject to the approval of the Council employers engaged in the conveyance of sand and/or lime and/or cement and/or bricks and/or building blocks and/or stone to buildings under construction and/or building sites and/or road construction works may pay an employee who during any one week is employed as a driver exclusively in one or

„ uurloon ", die weeklikse loon gedeel deur 48;
„ vrag "—

(*a*) die maksimum gewig (uitgedruk in lb.) wat 'n motorvoertuig mag dra of wat enige motorvoertuig genoem in „ meganiese perd " mag trek, of wat enige bak of sleepwa gebruik in verband met sodanige „ meganiese perd " mag dra, ingevolge enige motortransportsertifikaat of 'n vrystellingsertifikaat van verpligting om so'n motortransportsertifikaat uit te neem, uitgereik ingevolge die bepalings van die Motortransportwet (Wet No. 39 van 1930) en die regulasies ingevolge die Wet uitgevaardig of enige wysigings van sodanige Wet; of

(*b*) enige vasgestelde vragvermoë wat deur die Nywerheidsraad of enige owerheid of persoon ingevolge artikel 4 (1), (*e*) en (*f*) van hierdie Ooreenkoms aangestel, bepaal is;

(*c*) as 'n betalende vrag hoër as dié vasgestel onder (*a*) of (*b*) hierbo op 'n voertuig geskilder is, is daardie betalende vrag die vrag van daardie voertuig;

„ motorvoertuig ", enige voertuig wat deur die meganiese krag voortbeweeg word (behalwe trems, trollliebusse en tweewielvoertuie) wat vir die vervoer of sleep van goedere van enige aard gebruik word, behalwe 'n boer se landbouprodukte wat deur die boer self gekweek of geproduseer is wanneer dit deur sodanige boer of sy werknemers regstreeks van sy plaas vervoer word, maar met uitsondering van 'n voertuig gebruik vir die vervoer van monsters na die een of ander plek om dit ten toon te stel as sodanige monsters nie aan 'n ander persoon afgelewer of verkoop word nie;

„ motorvoertuig-bestuursberoep ", die bestuur van motorvoertuie (behalwe dié wat gebruik word vir die vervoer van passasiers) hetsy in verband met verhuur of vir beloning of gepaard gaande met die bedryf van die dienaar of gebruiker van sodanige voertuig, waarby die bestuur van motorvoertuie in verband met die volgende nywerhede egter uitgesluit is:—

Bak- en Banketbakkery, Beskuitvervaardiging, Leerbedryf, Brou, Boubedryf, Ingenieurs- en Motoringenieurswerk, Druk- en Nuusbladbedryf, Meubelvervaardiging, Wassery, Skoonmaak en Klear, Tee, Koffie en Sigorei;

„ stukwerk ", enige werkstelsel waarvolgens die lone van 'n werknemer gebaseer word op die gewig of volume of aantal artikels of goedere wat vervoer word of op die aantal reise wat onderneem of op die afstand wat afgelê word;

„ sleepwa ", enige vervoermiddel wat vas is aan en getrek word deur 'n motorvoertuig, maar sluit nie die eerste vervoermiddel in nie wat aan 'n trekker of meganiese perd vas is en daardeur getrek word.

4. LONE.

(1) (*a*) Onderworpe aan die bepalings van paragrawe (*b*), (*c*) en (*g*) van hierdie subartikel en van subartikels (2) en (3) van hierdie artikel van hierdie Ooreenkoms, moet 'n werkgewer weeklikse lone betaal soos hieronder uiteengesit, en mag geen werknemer laer lone aanneem as dié wat aldus bepaal is nie.

Bestuurders van motorvoertuie—	*Per week.*		
wat 'n vrag van 16,001 lb. en meer dra of daartoe gemagtig is	£6	0	0
wat 'n vrag van 14,001 lb. tot 16,000 lb. dra of daartoe gemagtig is	5	10	0
wat 'n vrag van 12,001 lb. tot 14,000 lb. dra of daartoe gemagtig is	5	0	0
wat 'n vrag van 10,001 lb. tot 12,000 lb. dra of daartoe gemagtig is	4	10	0
wat 'n vrag van 8,001 lb. tot 10,000 lb. dra of daartoe gemagtig is	4	0	0
wat 'n vrag van 6,001 lb. tot 8,000 lb. dra of daartoe gemagtig is	3	10	0
alle ander motorvoertuie	3	3	0

Aan bestuurders van motorvoertuie wat petrol by die grootmaat vervoer, moet 10 persent (tien persent) ekstra op bovermelde lone betaal word.

Los bestuurders moet onderverme de betaal word as hulle motorvoertuie bestuur:—

	s.	d.
wat 'n vrag van 16,001 lb. en meer dra of daartoe gemagtig is	2	6
wat 'n vrag van 14,001 lb. tot 16,000 lb. dra of daartoe gemagtig is	2	3¼
wat 'n vrag van 12,001 lb. tot 14,000 lb. dra of daartoe gemagtig is	2	1
wat 'n vrag van 10,001 lb. tot 12,000 lb. dra of daartoe gemagtig is	1	10½
wat 'n vrag van 8,001 lb. tot 10,000 lb. dra of daartoe gemagtig is	1	8
wat 'n vrag van 6,001 lb. tot 8,000 lb. dra of daartoe gemagtig is	1	5¼
alle ander motorvoertuie	1	3¾

ten opsigte van elke uur of gedeelte van 'n uur aldus in diens; met dien verstande dat 'n los bestuurder op enige afsonderlike dag 'n minimum van vier uur se loon betaal moet word selfs al is die aantal uur wat hy op daardie dag werk minder as vier.

(*b*) (i) Onderworpe aan die goedkeuring van die Raad kan werkgewers werksaam by die vervoer van sand en/of kalk en/of sement en/of stene en/of boublokke en/of klip na geboue wat gebou word en/of bouterreine en/of padaanlegwerke, 'n werknemer wat gedurende enige afsonderlike week uitsluitlik in diens is as bestuurder in een of meer van genoemde bedrywighede, betaal teen die uurloon wat in onderstaande tabel bepaal is, met dien verstande dat die

more of the said activities at the hourly rates specified in the table below, provided that in no case shall the weekly rate payable to such employee be less than the weekly rates shown in the table for a driver of the vehicle driven by him.

Drivers of motor vehicles—	*Per Hour.*	*Minimum Weekly Wage.*
carrying or authorised to carry a load of 16,001 lb. and over	s. d. 2 6	£ s. d. 4 10 0
carrying or authorised to carry a load of 14,001 lb. up to 16,000 lb.	2 3½	4 2 6
carrying or authorised to carry a load of 12,001 lb. up to 14,000 lb.	2 1	3 15 0
carrying or authorised to carry a load of 10,001 lb. up to 12,000 lb.	1 10½	3 7 6
carrying or authorised to carry a load of 8,001 lb. up to 10,000 lb.	1 8	3 0 0
carrying or authorised to carry a load of 6,001 lb. up to 8,000 lb.	1 5½	2 12 6
all other motor vehicles	1 3¾	2 7 3

(ii) Each employer engaged in the activities referred to in paragraph (*b*) (i) shall forward to the Council within one month from the commencement of this Agreement or from the date on which he becomes engaged in the said activities a statement giving his name and address and the names of his employees who are employed as drivers in connection with the said activities. Should any employees so registered leave the service of the employer, or should the employer engage any additional employees, he shall notify the Council, in writing, forthwith of the names of such employees.

(*c*) *Trailers.*—Where an employee is, during any portion of any week, required or allowed to drive a motor vehicle to which there is attached one or more motor trailers he shall, in addition to the wage payable in terms of paragraph (*a*) or (*b*) of this sub-section, be paid not less than 12s. 6d. per week in respect of each such trailer, subject to the condition that this sub-section shall not operate to increase the minimum wage payable above £6 per week.

(*d*) Every employer shall, within thirty days of the date of the coming into operation of this Agreement, or within thirty days from the date of commencing business or acquiring a motor vehicle, register with the Industrial Council the following information:—

(i) His full name, or the name of the firm or company;

(ii) business address;

(iii) number of vehicles owned;

(iv) the registration number and chassis number of each vehicle;

(v) the load each vehicle is authorised to carry.

(*e*) The Industrial Council shall register each such motor vehicle and its load and notify the employer the rate of wages to be paid to the employee who drives each such motor vehicle. If the Industrial Council has reason to believe that the load registered or the load set out on the Motor Carrier Certificate or Certificate of Exemption is not correctly stated, the Council may require the owner of such vehicle to present the vehicle before some authority or person appointed by the Council to determine the correct load, and the load so determined shall be the correct load of the vehicle for the purpose of assessing the wages prescribed in sub-section (1) (*a*) and (*b*) of this section. When any owner of a motor vehicle habitually loads his vehicle, owing to the special nature of his business, to a lesser extent than its full carrying capacity as to weight, he may apply to the Industrial Council to assess the weight which may be taken as the load, and such assessed load shall be for the purpose of assessing the wages prescribed in sub-section (1) (*a*) and (*b*) of this section the correct load of the vehicle.

(*f*) If any owner of a motor vehicle neglects or refuses to present his vehicle at the place and within the time appointed by the Council for the checking or assessment of load, the Council shall decide what the correct load is likely to be, and shall notify the owner of its decision. The owner shall thereafter be liable to pay to the driver of the said vehicle wages prescribed in this Agreement for a vehicle having a load equal to that decided by the Council, and he shall continue to pay wages at that rate until the vehicle shall have been presented for assessment and the load assessed in terms of paragraph (*e*) of this sub-section. When the vehicle shall have been assessed by the Council's nominee for load, the Council shall notify the owner within three days of such assessment and of the wages that will thereafter be payable to the driver of the vehicle:

(*g*) *Cost of Living Bonus on Wages.*—The provisions of War Measure No. 43 of 1942, as amended, and as may be amended from time to time, or any War Measure issued in substitution thereof, shall be observed by all employers.

(*h*) *Engagement of Employees.*—Every employer shall, on engaging an employee, or appointing an additional employee or employees, as a motor vehicle driver, notify the Secretary of the Council, P.O. Box 667, Cape Town, in writing of such engagement or appointment.

weeklikse loon aan sodanige werknemer betaalbaar in geen geval minder mag wees nie as die weeklikse lone wat in die tabel bepaal is vir die bestuurder van die voertuig wat hy bestuur.

Bestuurders van motorvoertuie—	*Per uur.*	*Minimum weeklikse lone.*
wat 'n vrag van 16,001 lb. en meer dra of daartoe gemagtig is	s. d. 2 6	£ s. d. 4 10 0
wat 'n vrag van 14,001 lb. tot 16,000 lb. dra of daartoe gemagtig is	2 3½	4 2 6
wat 'n vrag van 12,001 lb. tot 14,000 lb. dra of daartoe gemagtig is	2 1	3 15 0
wat 'n vrag van 10,001 lb. tot 12,000 lb. dra of daartoe gemagtig is	1 10½	3 7 6
wat 'n vrag van 8,001 lb. tot 10,000 lb. dra of daartoe gemagtig is	1 8	3 0 0
wat 'n vrag van 6,001 lb. tot 8,000 lb. dra of daartoe gemagtig is	1 5½	2 12 6
alle ander motorvoertuie	1 3¾	2 7 3

(ii) Elke werkgewer wat die werksaamhede uitoefen waarna in paragraaf (*b*) (i) verwys word, moet aan die Raad binne een maand nadat hierdie Ooreenkoms in werking tree of vanaf die datum waarop hy met genoemde bedrywighede begin 'n staat stuur met sy naam en adres daarop en die name van sy werknemers wat as bestuurders in diens is in verband met genoemde bedrywighede. As enige werknemers wat aldus geregistreer is diens van die werkgewer verlaat, of as die werkgewer enige bykomende werknemers in diens neem, moet hy dadelik die Raad skriftelik in kennis stel van die name van sodanige werknemers.

(*c*) *Sleepwaens.*—Indien van 'n werknemer verlang of indien hy toegelaat word om gedurende enige gedeelte van enige week 'n motorvoertuig waaraan een of meer motorsleepwaens gekoppel is, te bestuur, moet aan hom, behalwe die loon voorgeskryf in paragraaf (*a*) of (*b*) van hierdie subartikel, minstens 12s. 6d. per week betaal word ten opsigte van elke sodanige sleepwa, onderworpe aan die voorwaarde dat hierdie subartikel nie die uitwerking het om die minimum loon bo £6 per week te bring nie.

(*d*) Elke werkgewer moet binne dertig dae na die datum waarop hierdie Ooreenkoms in werking tree of binne dertig dae vanaf die datum waarop besigheid begin het of 'n motorvoertuig aangeskaf is onderstaande inligting by die Nywerheidsgraad registreer:—

(i) Sy volle naam, of die naam van die firma of maatskappy;

(ii) besigheidsadres;

(iii) getal voertuie wat hy besit;

(iv) die registrasienommer en onderstelnommer van elke voertuig;

(v) die vrag wat elke voertuig gemagtig is om te dra.

(*e*) Die Nywerheidsraad moet elke sodanige motorvoertuig en die vrag daarvan registreer en die werkgewer in kennis stel van die loon wat aan die werknemer wat elke sodanige motorvoertuig bestuur, betaal moet word. As die Nywerheidsraad enige grond het om te glo dat die vrag soos geregistreer of die vrag aangegee in die Motortransportsertifikaat of Vrystellingsertifikaat nie juis aangegee is nie, kan die Raad vereis dat die eienaar van sodanige voertuig die voertuig voor 'n owerheid of persoon bring, wat deur die Raad aangestel is, om die juiste vrag vas te stel en die vrag aldus vasgestel, is die juiste vrag van die voertuig ten einde die loon te bereken wat in subartikel (1) (*a*) en (*b*) van hierdie artikel voorgeskryf is. As enige eienaar van 'n motorvoertuig weens die spesiale aard van sy besigheid sy voertuig gereeld met 'n kleiner vrag belaai as die volle vragvermoë daarvan wat gewig betref, kan hy by die Nywerheidsraad aansoek doen om die gewig te bereken wat as die vrag geneem kan word en sodanige berekende vrag is vir doeleindes van die berekening van die lone voorgeskryf in subartikel (1) (*a*) en (*b*) van hierdie artikel, die juiste vrag van die voertuig.

(*f*) As enige eienaar van 'n motorvoertuig versuim of weier om sy voertuig na die plek en binne die tydperk vasgestel deur die Raad vir die nasien of berekening van vrag te bring, moet die Raad besluit wat die juiste gewig waarskynlik sal wees en die eienaar van sy beslissing in kennis stel. Die eienaar is daarna verplig om aan die bestuurder van genoemde voertuig die loon te betaal wat in hierdie Ooreenkoms voorgeskryf is vir 'n voertuig met 'n vrag gelyk aan dié wat deur die Raad beslis is en hy moet voortgaan om lone teen daardie skaal te betaal tot die voertuig vir berekening aangebied en die vrag bereken is ingevolge paragraaf (3) van hierdie subartikel. As die voertuig se vrag deur die Raad se benoemde bereken is, moet die Raad die eienaar binne drie dae van sodanige berekening asook van die loon wat daarna aan die bestuurder van die voertuig betaalbaar sal wees, in kennis stel.

(*g*) *Lewenskostebonus op lone.*—Die bepalings van Oorlogsmaatreël No. 43 van 1942 soos gewysig en soos wat van tyd tot tyd gewysig mag word, of enige oorlogsmaatreël in plaas daarvan afgekondig, moet deur alle werkgewers nagekom word.

(*h*) *Indiensneming van werknemers.*—Elke werkgewer moet by indiensneming van 'n werknemer, of by die aanstelling van 'n bykomende werknemer of werknemers, as 'n motorvoertuigbestuurder die Sekretaris van die Raad, Posbus 667, Kaapstad, skriftelik in kennis stel van sodanige indiensneming of aanstelling.

(2) An employee who on any day drives different motor vehicles, for the driving of which different wages are prescribed in sub-sections (1) (*a*), (*b*) or (*c*) of this section shall, for the whole of such day, be paid as though he had for all the time worked on that day, been engaged in driving the motor vehicle for which the higher or highest rate of wages is prescribed in such sub-sections.

(3) Nothing in this Agreement shall operate to reduce the wages which were being paid to an employee on the date on which this Agreement came into operation.

(4) Notwithstanding the fact that an employee is required or allowed on any day to perform work other than the driving of a motor vehicle, such employee shall be paid not less than the weekly wage payable in terms of sub-sections (1) (*a*), (*e*), and (2) to a driver of a motor vehicle, provided that the Council may, in terms of section 11 and subject to the terms of any other law regulating the wage or scale payable to such employee in respect of such other work, and subject to such conditions as the Council may determine, grant an exemption in respect of such employee from the provisions of sub-sections (1) (*a*), (*e*) and (2), provided, further, that if such employee is engaged in the driving of a motor vehicle for 24 or more hours per week, no such exemption may be granted unless, in the opinion of the Council, some other good reason has been shown for such exemption. Where it is established to the satisfaction of the Council that an employer usually employs a driver for 24 or fewer hours per week, the Council may issue an exemption to the employer in respect of such driver.

5. PIECE-WORK.

No employer shall require or allow any employee to work piece-work.

6. PAYMENT OF WAGES AND OVERTIME.

(1) Wages, earnings for overtime and cost of living bonus shall be paid weekly in cash on the usual pay day (which shall be not later than Friday) or on termination of service if this takes place before the ordinary pay day of the employee. Such wages and earnings must be handed to employees in sealed envelopes, giving particulars thereon of the number of hours worked, the prescribed wages paid, overtime earnings, if any, and any deductions in terms of sub-sections (2) (*a*), (*b*), (*c*) or (*d*) of this section.

(2) No charge for damage done to any vehicle or goods conveyed thereon or deduction of any description, other than the following, shall be made from wages and earnings for overtime due to any employee—

(*a*) where an employee absents himself from work—a pro rata amount for the period of such absence;

(*b*) with the written consent of the employee—deductions for holiday, sick, insurance, pension or other funds;

(*c*) contributions in terms of section 12 of this Agreement;

(*d*) any amount paid by an employer compelled by any law, ordinance, or legal process to make payment on behalf of an employee.

7. HOURS OF WORK AND OVERTIME.

(1) The wages prescribed in section 4 of this Agreement are in respect of the usual working hours of an employee, which shall not exceed 48 hours in one week.

(2) On each day other than Saturday worked, an employee shall be allowed for meals not less than one hour during his working hours, which meal hour shall not be paid for by the employer.

(3) Subject to the provisions of sub-section (1) of section 8, an employee who is required or allowed to perform—

(*a*) more than 48 hours in any one week; or

(*b*) any work between the hours of 8 p.m. on any day, and 4 a.m. on the following day;

shall for each completed quarter of an hour or part thereof so worked in excess of 48 hours, or employed between 8 p.m. on any day and 4 a.m. on the following day, be paid in addition to the weekly wage prescribed in section 4, one and one-quarter times such weekly wage divided by 192 for each quarter of an hour or part thereof so worked.

(*c*) A casual driver who works for more than 8 hours on any day shall be paid not less than—

on a weekday—one and one-quarter times,
on a Sunday—double time,
on a paid holiday referred to in section 8 (1) (*a*)—one and one-half times,

the hourly rate for each hour or part of an hour so worked.

(4) (i) Any employer conveying any of the produce defined under the definition of "essential service" in section 3 of this Agreement, shall apply to the Council for exemption from sub-section (3) of this section to operate an essential service under such conditions as the Council may determine, provided that the employees engaged on such essential service shall be paid the minimum weekly wage prescribed in sub-section (1) (*a*) of section 4, according to the class of vehicle driven. Such minimum weekly wage shall be paid in respect of any hours worked in any week up to 48 hours, provided

(2) 'n Werknemer, wat op enige dag verskillende motorvoertuie bestuur, vir die bestuur waarvan verskillende lone voorgeskryf is in subartikel (1) (*a*), (*b*) of (*c*) van hierdie artikel moet vir die hele sodanige dag betaal word asof hy vir al die tyd wat hy op daardie dag gewerk het met die bestuur van 'n motorvoertuig belas was waarvoor die hoogste loonskaal in sodanige subartikels voorgeskryf is.

(3) Geen bepaling in hierdie Ooreenkoms het die uitwerking om die loon wat aan 'n werknemer betaal word op die datum waarop hierdie Ooreenkoms in werking tree, te verminder nie.

(4) Nieteenstaande die feit dat op enige dag van 'n werknemer verlang of hy toegelaat kan word om ander werk te doen as om 'n motorvoertuig te bestuur, moet aan so'n werknemer minstens die weeklikse loon betaalbaar aan die bestuurder van 'n motorvoertuig ingevolge subartikels (1) (*a*), (*e*) en (2) betaal word; met dien verstande dat die Raad, ingevolge die bepalings van artikel 11 en onderworpe aan die bepalings van enige ander wet wat die loon of skaal betaalbaar aan sodanige werknemer ten opsigte van sodanige ander werk beheer, en onderworpe aan sodanige voorwaardes as wat die Raad mag vasstel, vrystelling van die bepalings van subartikels (1) (*a*), (*e*) en (2) kan verleen ten opsigte van sodanige werknemer; met dien verstande verder dat indien sodanige werknemer belas is met die bestuur van 'n motorvoertuig vir 24 uur of meer per week, geen sodanige vrystelling verleen kan word nie, behalwe wanneer, volgens mening van die Raad, 'n ander goeie rede vir sodanige vrystelling aangevoer is. As dit tot bevrediging van die Raad vasgestel is dat 'n werkgewer 'n bestuurder gewoonlik 24 of minder uur per week laat werk, kan die Raad die werkgewer vrystelling ten opsigte van sodanige bestuurder verleen.

5. STUKWERK.

Geen werkgewer mag van 'n werknemer verlang of hom toelaat om stukwerk te verrig nie.

6. BETALING VAN LONE EN OORTYD.

(1) Lone en verdienstes vir oortyd en lewenskostebonus moet weekliks kontant betaal word op die gewone betaaldag (wat nie later as Vrydag mag wees nie), of by diensbeeindiging as dit voor die gewone betaaldag van die werknemer val. Sodanige lone en verdienstes moet aan werknemers in geslote koeverte oorhandig word, wat besonderhede van die aantal ure wat gewerk is, die voorgeskrewe loon wat betaal is, verdienstes vir oortyd, indien daar is, en enige kortings ingevolge subartikels (2) (*a*), (*b*), (*c*) of (*d*) van hierdie artikel moet aantoon.

(2) Geen gelde vir skade veroorsaak aan enige motorvoertuig of goedere wat daarop vervoer word of kortings van enige aard, behalwe die volgende, mag van lone en verdienstes vir oortyd, aan enige werknemer verskuldig, afgetrek word nie:—

(*a*) Indien 'n werknemer van sy werk wegbly—'n *pro rata* bedrag vir die duur van sodanige afwesigheid;

(*b*) met skriftelike toestemming van die werknemer—kortings vir vakansie-, siekte-, assuransie-, pensioen- of ander fondse;

(*c*) bydraes ingevolge artikel 12 van hierdie Ooreenkoms;

(*d*) enige bedrag wat deur 'n werkgewer ten behoewe van 'n werknemer betaal word ingevolge 'n verpligting hom opgelê by enige wet, ordonnansie of regsgeding.

7. WERKURE EN OORTYD.

(1) Die lone voorgeskryf in artikel 4 van hierdie Ooreenkoms is ten opsigte van die gewone werkure van 'n werknemer wat 48 uur in een week nie te bowe mag gaan nie.

(2) Op elke dag gewerk behalwe Saterdae moet aan 'n werknemer minstens een uur gedurende sy werkure vir sy ete toegestaan word; en vir die etensuur word geen loon deur die werkgewer betaal nie.

(3) Onderworpe aan die bepalings van subartikel (1) van artikel 8, moet aan 'n werknemer van wie verlang, of wat toegelaat, word om—

(*a*) in enige afsonderlike week meer as 48 uur te werk; of

(*b*) enige werk tussen die ure 8 nm. op enige dag en 4 vm. die daaropvolgende dag

vir elke volle kwartier of deel daarvan aldus gewerk bo 48 uur of in diens tussen 8 nm. op enige dag en 4 vm. die daaropvolgende dag, benewens die weeklikse loon voorgeskryf in artikel 4, een-en-'n-kwartmaal sodanige weeklikse loon gedeel deur 192 vir elke kwartier of gedeelte daarvan aldus gewerk, betaal word.

(*c*) As 'n los bestuurder vir meer as agt uur enige dag te werk, minstens onderstaande betaal word—

op 'n weekdag, een-en-een-kwartmaal,
op 'n Sondag tweemaal,
op 'n vakansiedag met betaling genoem in artikel 8 (1) (*a*) anderhalfmaal

die uurloon vir elke uur of gedeelte van 'n uur aldus gewerk.

(4) (i) Enige werkgewer wat enige van die produkte omskryf onder noodsaaklike diens in artikel 3 van hierdie Ooreenkoms vervoer, moet by die Raad aansoek doen om vrystelling van subartikel (3) van hierdie artikel om 'n noodsaaklike diens te verrig onder sodanige omstandighede as wat die Raad mag bepaal; met dien verstande dat die werknemers in diens vir sodanige noodsaaklike diens die minimum weeklikse loon betaal moet word wat in subartikel (1) (*a*) van artikel 4 voorgeskryf is volgens die soort voertuig wat bestuur word. Sodanige minimum weeklikse loon moet betaal word ten opsigte van enige getal ure in enige week gewerk tot en met 48 uur; met dien verstande verder dat as sodanige werknemer meer as

further that if such employee works in excess of 48 but not exceeding 60 hours in any one week, he shall be paid the following rates in addition to the minimum weekly wages according to the class of vehicle driven:—

	Per Hour. s. d.
Drivers of Motor Vehicles—	
carrying or authorised to carry a load of 16,001 lb. and over	2 6
carrying or authorised to carry a load of 14,001 lb. up to 16,000 lb.	2 3½
carrying or authorised to carry a load of 12,001 lb. up to 14,000 lb.	2 1
carrying or authorised to carry a load of 10,001 lb. up to 12,000 lb.	1 10½
carrying or authorised to carry a load of 8,001 lb. up to 10,000 lb.	1 8
carrying or authorised to carry a load of 6,001 lb. up to 8,000 lb.	1 5½
all other vehicles	1 3¾

Each employee to whom the provisions of this sub-section apply shall be granted one day's leave in every seven days without reduction in pay.

(ii) Any hours in excess of 60 per week shall be paid for at the rate of one and one-quarter times such weekly wage divided by 192 for each quarter of an hour or part thereof so worked.

(iii) The maximum number of days in any working week of any employee to whom the provisions of this sub-section are applied, shall be six, and such employees shall be granted one clear day's leave after every six days without reduction in pay.

8. LEAVE.

(1) (*a*) Good Friday, Dingaan's Day, Christmas Day, 26th December, and New Year's Day, shall be paid holidays for each employee.

(*b*) An employee who is not required or allowed to work on a Saturday following immediately upon any paid statutory public holiday falling on a Friday shall be paid full pay for such Saturday.

(*c*) Any public holiday or Saturday referred to in paragraphs (*a*) and (*b*) shall for the purposes of sub-section (3) of section 7, be deemed to be time worked and be reckoned as eight hours on a week-day and four hours work on a Saturday.

(*d*) An employee who is required or allowed to work on a paid statutory public holiday shall—

(i) within two weeks of such holiday be granted in substitution therefor a day's leave on full pay and such substituted day shall in the method prescribed in paragraph (*c*) of this sub-section be reckoned as time worked; and

(ii) be paid, in respect of each hour or part of an hour worked on such public holiday, not less than one and one-half time his hourly rate; provided that all time worked on such public holiday shall be excluded for the purpose of determining whether the employee is entitled to any overtime payment in terms of section 7 of this Agreement, and provided further that for the purpose of section 7 the employee's usual working hours for that week shall be deemed to be 48 less the number of hours worked by him on the said public holiday and the total so obtained shall for the purpose of section 7 be substituted for 48.

(*e*) If any public holiday referred to in sub-section (*a*) falls on a Sunday, the Monday immediately following shall be regarded as such paid public holiday.

(*f*) An employee who is required or allowed to work on a Sunday shall be paid twice his hourly rate in respect of each hour or part of an hour so worked and any hours so worked shall not, for the purposes of section 7, be deemed to be, or be reckoned as, a part of the usual working hours or overtime.

(*g*) An employee who is not allowed to work on any day [other than the public holidays referred to in paragraph (*a*)] shall not, for the purposes of paragraph (*a*) of sub-section (2) of section 6 be deemed to have been absent from work, and for the purposes of sub-section (3) of section 7 such employee shall be deemed to have worked on such week day eight hours if such week day is any day between Monday to Friday inclusive, and four hours if a Saturday.

(*h*) The provisions of paragraph (*d*) shall not apply to an employee employed by a cartage contractor and engaged on the transport of materials and equipment for firms in the Building Industry on any paid statutory public holiday, and such employee shall in respect of every paid statutory public holiday upon which he is so employed receive a holiday on full pay in lieu thereof. Any holidays due in terms hereof shall be taken within any holiday period which may be prescribed from time to time in any Agreement applicable to the Building Industry within the area in which the Agreement is applicable or if no such holiday period is prescribed then on a day or days to be agreed upon by the employer and employee.

(2) (*a*) *Accumulated Leave.*—After the completion of one year's service with the same employer, an employee shall be entitled to two weeks' (twelve working days') holiday in

48 maar hoogstens 60 uur in enige afsonderlike week werk, moet aan hom ondervermelde tariewe betaal word bo en behalwe die minimum weeklikse lone volgens die soort voertuig wat bestuur word:—

	Per uur. s. d.
Bestuurders van motorvoertuie—	
wat 'n vrag van 16,001 lb. en meer dra of daartoe gemagtig is	2 6
wat 'n vrag van 14,001 lb. tot 16,000 lb. dra of daartoe gemagtig is	2 3½
wat 'n vrag van 12,001 lb. tot 14,000 lb. dra of daartoe gemagtig is	2 1
wat 'n vrag van 10,001 lb. tot 12,000 lb. dra of daartoe gemagtig is	1 10½
wat 'n vrag van 8,001 lb. tot 10,000 lb. dra of daartoe gemagtig is	1 8
wat 'n vrag van 6,001 lb. tot 8,000 lb. dra of daartoe gemagtig is	1 5½
alle ander voertuie	1 3¾

Aan elke werknemer op wie die bepalings van hierdie subartikel van toepassing is, moet een dag verlof in elke sewe dae, sonder vermindering van loon, toegestaan word.

(ii) Vir alle ure wat meer as 60 per week is, moet voor betaal word teen een-en-'n-kwartmaal sodanige weeklikse loon betaal word gedeel deur 192 vir elke kwartier of gedeelte daarvan aldus gewerk.

(ii) Die maksimum getal dae in enige werkweek van enige werknemer op wie die bepalings van hierdie subartikel toegepas word, is ses en sodanige werknemers moet een volle dag verlof na elke ses dae sonder vermindering in loon toegestaan word.

8. VERLOF.

(1) (*a*) Goeie-Vrydag, Dingaansdag, Kersdag, 26 Desember en Nuwejaarsdag is vir die werknemer vakansiedae met betaling.

(*b*) 'n Werknemer van wie nie verlang of wat nie toegelaat word om op 'n Saterdag te werk wat onmiddellik op 'n wetlike openbare vakansiedag volg wat op 'n Vrydag val moet teen volle loon vir sodanige Saterdag betaal word.

(*c*) Enige openbare vakansiedag of Saterdag waarna in paragrawe (*a*) en (*b*) verwys word, moet vir die toepassing van subartikel (3) van artikel 7 beskou word as tyd gewerk en gereken word as agt uur werk op 'n weekdag en vier uur werk op 'n Saterdag.

(*d*) 'n Werknemer van wie verlang of wat toegelaat word om op 'n wetlike openbare vakansiedag met betaling te werk, moet—

(i) binne twee weke na sodanige vakansiedag 'n dag vakansie in plaas daarvan met volle loon toegestaan word en sodanige vervangde dag moet volgens die wyse voorgeskryf in paragraaf (*c*) van hierdie subartikel beskou word as tyd wat gewerk is; en

(ii) ten opsigte van elke uur of deel van 'n uur gewerk op sodanige openbare vakansiedag, teen minstens anderhalfmaal sy uurloon betaal word, met dien verstande dat alle tyd gewerk op sodanige openbare vakansiedag uitgesluit moet word vir die doel om vas te stel of die werknemer ingevolge artikel 7 van hierdie Ooreenkoms tot enige oortydbetaling geregtig is, en verder met dien verstande dat vir die toepassing van artikel 7 die werknemer se gewone werkure vir daardie week beskou moet word as 48 min die getal ure deur hom op genoemde openbare vakansiedag gewerk en die totaal aldus verkry, moet vir die toepassing van artikel 7 gebruik word om 48 te vervang.

(*e*) As enige openbare vakansiedag genoem in subartikel (*a*) op Sondag val, moet die Maandag wat onmiddellik daarop volg as sodanige openbare vakansiedag met betaling beskou word.

(*f*) As van 'n werknemer verlang of as hy toegelaat word om op 'n Sondag te werk, moet aan hom tweemaal sy uurloon betaal word ten opsigte van elke uur of deel van 'n uur aldus gewerk, en enige ure aldus gewerk mag nie vir die toepassing van artikel 7 as deel van die gewone werk- of oortydure beskou of gereken word nie.

(*g*) 'n Werknemer wat nie toegelaat word om op enige dag [behalwe die openbare vakansiedae genoem in paragraaf (*a*)] te werk nie, moet nie vir doeleindes van paragraaf (*a*) van subartikel (2) van artikel 6 as afwesig van werk beskou word nie en vir die toepassing van subartikel (3) van artikel 7 moet dit beskou word dat sodanige werknemer op sodanige weeksdag agt uur gewerk het as sodanige weeksdag enige dag tussen Maandag tot en met Vrydag is en vier uur as dit Saterdag is.

(*h*) Die bepalings van paragraaf (*d*) is nie van toepassing op 'n werknemer in diens by 'n karwei-aannemer en werksaam in verband met die vervoer van materiaal en uitrusting vir firmas in die bounywerheid op enige wetlike openbare vakansiedag met betaling nie, en sodanige werknemer moet ten opsigte van elke wetlike openbare vakansiedag met betaling wat hy aldus werksaam is, in plaas daarvan 'n vakansiedag met volle betaling ontvang. Enige vakansiedae verskuldig ingevolge hierdie artikel moet geneem word binne enige vakansietydperk wat van tyd tot tyd in enige ooreenkoms voorgeskryf word wat van toepassing is op die bounywerheid binne die gebied waarvoor die Ooreenkoms van toepassing is of as geen sodanige vakansietydperk voorgeskryf is nie, dan op 'n dag of dae waartoe die werkgewer en werknemer ooreengekom het.

(2) (*a*) *Opgelope verlof.*—Na voltooiing van een jaar diens by dieselfde werkgewer, is 'n werknemer geregtig tot twee weke (twaalf werkdae) vakansie in een onafgebroke tydperk

one unbroken period, on full pay. Any employee entitled to twelve days' holiday on full pay as provided under this sub-section, may with the consent of his employer accumulate such leave, provided he takes all the accumulated and current leave due to him so as to commence within 90 days of the date upon which his next period of holiday leave ordinarily falls due. All such cases shall be reported in writing to the Council by the employer concerned.

(*b*) Should either Good Friday, Dingaan's Day, Christmas Day, 26th December or New Year's Day fall within the period of the holiday, such period shall be extended by such day or days with full pay.

(*c*) When in any year of an employee's service his employment is terminated before the completion of the year but after the completion of four months' service, the employer shall pay, at the same time as the final payment of wages is made in terms of section 6 (1), to the employee in respect of each completed month of employment in the uncompleted year one-sixth of a week's wages at the wage which the employee was entitled to receive when his employment was terminated. An employee who has given notice to terminate his services may, instead of such payment, be given leave of absence on full pay for a pro rata period during the currency of such notice, and in addition thereto be paid in respect of any balance due for holiday leave.

The provision of this sub-section shall not apply to an employee who has been discharged for any reason justifying summary dismissal.

(*d*) Where employment is terminated after the completion of one year's service, and before the leave due has been granted, the employer shall, at the same time as the final payment of wages is made, pay to the employee in respect of each week of service in respect of which no leave has already been granted, 1/26th of the weekly wage paid to him for the week immediately preceding termination of service

(3) *Sick Leave.*—Notwithstanding anything to the contrary in the Workmen's Compensation Act (Act No. 59 of 1934 or Act No. 30 of 1941), contained, an employee who, after three months' continuous service with the same employer, is absent from duty through illness shall be entitled to sick leave on full pay for six working days in any year of service, provided that he produces a doctor's certificate and provided further that the provisions of this sub-section shall not apply when such illness has been caused by an accident sustained when not employed in his employer's business or through the misconduct of the employee. An employee on sick leave may, with the consent of his employer and on production of a medical certificate, take any paid holiday leave due to him in terms of sub-section (1) and (2) of this section during any absence from work in excess of the period of sick leave provided for in this sub-section. All such cases to be reported in writing to the Council by the employer.

(4) For the purpose of this section an employee's service shall be deemed to include any period during which he—

(*a*) is on leave in terms of sub-section (2) (*a*);

(*b*) is required to undergo training under the South Africa Defence Act, 1912;

(*c*) is absent from work on the instructions or at the request of the employer;

(*d*) is absent on sick leave in terms of sub-section (3);

amounting in the aggregate to not more than 8 weeks in any year, and shall be deemed to commence—

(i) in the case of those employees who had become entitled to leave in terms of the Agreement published under Government Notice No. 1663 of the 21st August, 1942, from the date upon which such employee last became entited to leave;

(ii) in the case of those employees who were in employment before the coming into force of this Agreement but who had not become entitled to leave in terms of the Agreement referred to in paragraph (i), from the date upon which such employment commenced;

(iii) in the case of all other employees from the date upon which the employee enters his employer's service.

(5) "Illness" in sub-section (3) of this section shall include injury received whilst in the service of an employer.

9. Maintenance Allowance.

An employee who on any day is required or allowed to perform work which renders him unable to return to his home on such day shall, in addition to the wages, earnings for overtime and other remuneration payable in terms of this Agreement, be provided on each such day with meals and accommodation to the satisfaction of the Council, or in lieu thereof be paid a maintenance allowance of 7s. 6d. in respect of each such day.

10. Termination of Employment.

(1) Not less than one week's notice shall be given by an employer or employee to terminate the contract of service, provided that this shall not affect—

(*a*) The right of an employer or employee to terminate the contract without notice for any good cause recognised by law as sufficient

met volle betaling. Enige werknemer wat geregtig is tot twaalf dae vakansie met volle betaling soos in hierdie subartikel bepaal, mag met toestemming van sy werkgewer sodanige verlof laat oploop, met dien verstande dat hy al die opgelope en lopende verlof aan hom verskuldig binne 90 dae vanaf die datum waarop sy volgende tydperk van vakansieverlof verskuldig raak, neem. Alle sodanige gevalle moet skriftelik deur die betrokke werkgewer aan die Raad gerapporteer word.

(*b*) As Goeie-Vrydag, Dingaansdag, Kersdag, 26 Desember of Nuwejaarsdag binne die vakansietydperk val, moet sodanige tydperk met sodanige dag of dae met volle betaling verleng word.

(*c*) As 'n werknemer se diens gedurende enige jaar diens voor die einde van die jaar maar na vier maande diens beëindig word, moet die werkgewer gelyktydig met die laaste betaling van lone ingevolge artikel 6 (1), aan die werknemer ten opsigte van elke voltooide diensmaand gedurende die onvoltooide jaar een-sesde van 'n week se loon betaal wat die werknemer geregtig was om te ontvang toe sy diens beëindig is. 'n Werknemer wat diens opgesê het, kan in plaas van sodanige betaling verlof met volle betaling toegestaan word vir 'n *pro rata* tydperk in die loop van sodanige diensopseggingstydperk en daarby betaal word ten opsigte van enige balans verskuldig vir vakansieverlof.

Die bepalings van hierdie subartikel is nie van toepassing op 'n werknemer wat ontslaan is om enige rede wat ontslag op staande voet regverdig nie.

(*d*) As diens beëindig word na voltooiing van een jaar diens en voor die verskuldigde verlof toegestaan is, moet die werkgewer terselfdertyd as wat die laaste betaling van lone gedoen word aan die werknemer ten opsigte van elke week diens waarvoor geen verlof reeds toegestaan is nie 1/26ste van die weeklikse loon betaal wat aan hom betaal is vir die week wat diensbeëindiging onmiddellik voorafgaan.

(3) *Siekteverlof.*—Ondanks enige teenstrydige bepaling in die Werksmense Skadeloosstelling Wet (Wet No. 59 van 1934) of die Ongevallewet (Wet No. 30 van 1941) vervat, is 'n werknemer wat na drie maande onafgebroke diens by dieselfde werkgewer, van sy werk weens siekte afwesig is, geregtig tot siekteverlof met volle betaling vir ses werkdae in enige jaar diens, met dien verstande dat hy 'n doktersertifikaat moet toon en verder met dien verstande dat die bepalings van hierdie subartikel nie van toepassing is as sodanige siekte deur 'n ongeluk opgedoen buite die diens van sy werkgewer of deur wangedrag van die werknemer veroorsaak is. 'n Werknemer wat met siekteverlof is, mag met toestemming van sy werkgewer en na vertoning van 'n doktersertifikaat, enige vakansieverlof met betaling neem wat ingevolge subartikels (1) en (2) van hierdie artikel aan hom verskuldig is, gedurende enige afwesigheid van werk vir langer as die tydperk van siekteverlof wat in hierdie subartikel bepaal is. Alle sodanige gevalle moet skriftelik deur die werkgewer aan die Raad gerapporteer word.

(4) Vir die toepassing van hierdie artikel word 'n werknemer se diens beskou dat dit enige tydperk insluit wanneer hy—

(*a*) ingevolge subartikel (2) (*a*) met verlof is;

(*b*) vereis word om ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding te ondergaan;

(*c*) op bevel of versoek van die werkgewer van werk afwesig is;

(*d*) met siekteverlof afwesig is ingevolge subartikel (3),

wat in die geheel hoogstens 8 weke in enige jaar beloop en word beskou te begin—

(i) in die geval van die werknemers wat ingevolge die Ooreenkoms bekendgemaak by Goewermentskennisgewing No. 1663 van 21 Augustus 1942 op verlof geregtig was, vanaf die datum waarop sodanige werknemer laas op verlof geregtig geword het;

(ii) in die geval van die werknemers wat in diens was voordat hierdie Ooreenkoms van krag geword het, maar wat nie op verlof geregtig geword het nie ingevolge die Ooreenkoms wat in paragraaf (i) genoem word, vanaf die datum waarop sodanige diens begin het;

(iii) in die geval van alle ander werknemers, vanaf die datum waarop die werknemer by sy werkgewer diens aanvaar.

(5) „Siekte" in subartikel (3) van hierdie artikel sluit besering in terwyl hy in diens van die werkgewer is.

9. Onderhoudstoelae.

Aan 'n werknemer van wie op enige dag verlang of wat toegelaat word om werk te doen wat dit vir hom onmoontlik maak om op enige sodanige dag na sy huis terug te gaan, moet bo en behalwe die loon en verdienste vir oortyd en ander besoldiging betaalbaar ingevolge hierdie Ooreenkoms, op elkeen van sodanige dae voorsien word van etes en huisvesting ter bevrediging van die Raad of in plaas daarvan 'n onderhoudstoelae van 7s. 6d. ten opsigte van elke sodanige dag betaal word.

10. Diensbeëindiging.

(1) 'n Werkgewer of werknemer moet minstens een week vooraf die dienskontrak opsê, met dien verstande dat dit geen inbreuk maak op—

(*a*) die reg van 'n werkgewer of werknemer om die dienskontrak sonder voorafgaande kennisgewing te beëindig om enige goeie rede wat deur die wet as voldoende erken word;

(*b*) any agreement between an employer and employee providing on both sides for a period of notice longer than one week.

And provided further that an employer may pay to an employee wages at the rate prescribed for his class in lieu of any prescribed or agreed period of notice.

(2) No employer or employee shall give notice with the object of coercing an employee or employer respectively to accept or concede conditions of employment other than those prescribed in this Agreement, provided that this shall not affect any conditions of employment more favourable to an employee than the terms of this Agreement which may be in existence when this Agreement comes into operation.

11. Exemptions.

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good or sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption, the conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that where exemption is granted in respect of essential services similar conditions shall be fixed in respect of essential services of the same class; and provided, further, that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any exemption licence, whether or not the period for which exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption a licence signed by the Chairman and the Secretary of the Council, setting out—

(*a*) the full name of the person concerned;

(*b*) the provisions of the Agreement form which exemption is granted;

(*c*) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which exemption is granted; and

(*d*) the period for which the exemption shall operate.

(4) The Secretary of the Council shall—

(*a*) number consecutively all licences issued;

(*b*) retain a copy of each licence issued; and

(*c*) where exemption is granted to an employee forward a copy of the licence to the employer concerned who shall retain it and produce it at any time on request of an agent of the Council.

12. Expenses of the Council.

(1) The expenses of the Council shall be met in the following manner: Sixpence per week shall be deducted by an employer from the earnings of each of his employees, other than casual drivers, engaged in the motor vehicle driving occupation, whether for part or full time. To the amount so deducted the employer shall add a like amount and forward monthly and not later than the fifteenth day of each month the total sum to the Secretary of the Council, Geneva House, Parliament Street, Cape Town.

(2) Each employer shall, when forwarding the amount payable in terms of sub-section (1), submit a return to the Council of the number of employees employed by him during each week of each calendar month on the form supplied by the Council in the form of Annexure B to this Agreement.

13. Agents.

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. An agent may enter any establishment or board any stationery motor vehicle, may question any employer and any employee and inspect the records of wages paid, time worked and payment made for overtime and maintenance allowance, for the purpose of ascertaining whether the terms of this Agreement are being observed.

14. Engagement of Employees.

Other things being equal, members of the employers' organisations agree to employ only members of the trade union, provided that should a member of the employers' organisations desire to employ an employee who is not a member of the trade union, he shall first obtain the consent of the Council.

15. Time Cards.

Each employer shall provide each of his drivers with a weekly time card, in the form of Annexure A to this Agreement. Such cards shall be carried by each driver, who shall book all daily working time thereon. At the conclusion of each week the employer shall initial each card and enter legibly the total hours worked, the prescribed weekly wages due, overtime earnings and any other payments. All time cards shall be retained by the employer for a period of three years after the occurrence of the events recorded thereon and shall be produced by him to the Council's agent on demand or at a time and place fixed by the agent. The agent shall examine the cards and in cases of bona fide errors require that the necessary adjustments be made by the person by whom the relative entry was made. All cases

(*b*) 'n ooreenkoms tussen 'n werkgewer en werknemer wat vir albei kante voorsiening maak vir 'n langer diensopseggingstermyn as een week.

En verder met dien verstande dat 'n werkgewer aan 'n werknemer lone, teen die skaal voorgeskryf vir sy kategorie kan betaal in plaas van enige voorgeskrewe diensopseggingstermyn of diensopseggingstermyn waartoe ooreengekom is.

(2) Geen werkgewer of werknemer mag die diens opsê met die doel om 'n werknemer of werkgewer onderskeidelik te dwing om diensvoorwaardes aan te neem of toe te staan behalwe dié soos in hierdie Ooreenkoms voorgeskryf; met dien verstande dat dit geen inbreuk maak op enige diensvoorwaardes wat miskien reeds bestaan by die inwerkingtreding van hierdie Ooreenkoms en wat vir 'n werknemer gunstiger is as die voorwaardes van hierdie Ooreenkoms nie.

11. Vrystellings.

(1) Die Raad kan van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen om enige goeie en voldoende rede vrystelling verleen.

(2) Die Raad moet ten opsigte van elke persoon aan wie vrystelling verleen word, die voorwaardes waarop dit verleen word en die tydperk waarvoor dit geldig is, vasstel, met dien verstande dat indien vrystelling verleen is ten opsigte van noodsaaklike dienste soortgelyke voorwaardes ten opsigte van noodsaaklike dienste van dieselfde soort, vasgestel moet word; en verder met dien verstande dat die Raad na goeddunke, en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, enige vrystellingsertifiaat mag terugtrek, of die tydperk waarvoor vrystelling toegestaan is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik, wat deur die Voorsitter en die Sekretaris van die Raad onderteken is en waarin vermeld word—

(*a*) die volle naam van die betrokke persoon;

(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;

(*c*) die voorwaardes wat ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, vasgestel word, onderworpe waaraan sodanige vrystelling verleen word; en

(*d*) die termyn waarvoor die vrystelling verleen word.

(4) Die Sekretaris van die Raad moet—

(*a*) alle sertifikate wat uitgereik word in volgorde nommer;

(*b*) van elke sertifikaat wat uitgereik word 'n afskrif hou; en

(*c*) wanneer aan 'n werknemer vrystelling verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur, wat dit moet hou en te eniger tyd op versoek van 'n Agent van die Raad vertoon.

12. Uitgawes van die Raad.

(1) Die uitgawes van die Raad word as volg gedek: ses pennies per week moet deur die werkgewer van die verdienste van elkeen van sy werknemers behalwe los bestuurders in diens in die Motorvoertuigbestuursberoep hetsy deeltyds of voltyds, afgetrek word. Die werkgewer moet by die bedrag aldus afgetrek 'n gelyke bedrag voeg en die totale bedrag maandeliks, voor of op die vyftiende dag van elke maand, aan die Sekretaris van die Raad, Geneva House, Parlementstraat, Kaapstad, stuur.

(2) Elke werkgewer moet wanneer hy die bedrag betaalbaar ingevolge subartikel (1) aanstuur, 'n staat by die Raad indien van die getal werknemers by hom in diens gedurende elke week van elke kalendermaand op die vorm wat deur die Raad verskaf word in die vorm van Aanhangsel B van hierdie Ooreenkoms.

13. Agente.

Die Raad moet een of meer persone aanstel as agente om by die toepassing van die bepalings van hierdie Ooreenkoms behulpsaam te wees. 'n Agent mag enige inrigting betree of op enige stilstaande motorvoertuig klim en kan enige werkgewer en enige werknemer ondervra, die registers in verband met lone, tyd gewerk en betalings vir oortyd en onderhoudstoelae nasien, ten einde vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

14. Indiensneming van werknemers.

Alles gelyksynde, kom lede van die werkgewersorganisasies ooreen om alleen lede van die vakvereniging in diens te neem, met dien verstande dat as 'n lid van die werkgewersorganisasies 'n werknemer in diens wil neem wat nie 'n lid van die vakvereniging is nie, hy eers die toestemming van die Raad moet verkry.

15. Tydkaarte.

Elke werkgewer moet elkeen van sy bestuurders voorsien van 'n weeklikse tydkaart in die vorm van Aanhangsel A van hierdie Ooreenkoms. Sodanige kaart moet deur elke bestuurder gehou word, wat daarop die daaglikse werktyd moet inskryf. Die werkgewer moet die kaart aan die einde van elke week parafeer en die totale getal ure gewerk, die voorgeskrewe weeklikse loon verskuldig, verdienstes vir oortyd, en enige ander bepalings, leesbaar daarop aanteken. Alle tydkaarte moet deur die werkgewer vir 'n tydperk van drie jaar gehou word nadat die voorvalle plaasgevind het wat daarop aangeteken is en moet op aanvraag deur hom aan die Agent van die Raad gegee word, of op 'n tydstip en 'n plek wat deur die Agent vasgestel word. Die Agent moet die kaarte ondersoek en in gevalle van *bona fide* foute vereis dat die nodige wysigings aangebring word deur die persoon deur wie die betrokke inskrywings gemaak is. Alle

where disputes arise shall be laid before the Council by the agent, who shall also submit a report to the Council each month, giving details of all adjustments and certifying that errors have been corrected.

16. EMPLOYEES' REPRESENTATIVES ON THE COUNCIL.

Employees representatives on the Council shall be given every facility by their employers to attend to their duties in connection with the work of the Council.

17. INTERPRETATION OF THE AGREEMENT.

This Council shall be the body responsible for the administration of the Agreement and may issue rulings not inconsistent with the provisions thereof for the guidance of employers and employees.

18. EXHIBITION OF AGREEMENT.

Every employer shall affix and keep affixed in the premises in which his motor vehicles are garaged, and/or at the usual place of the payment of wages, in a conspicuous place readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

19. NOTICES TO BE EXHIBITED.

(i) Every employer shall affix and keep affixed in some conspicuous place upon his premises a notice in legible characters, in both official languages, specifying the day of the week and the time and place at which wages will ordinarily be paid each week. If wages are paid at more than one place the notice shall specify the places at which wages will be paid..

(ii) Every employer shall forward to the Industrial Council within thirty days of the coming into operation of this Agreement a copy of the notice specified in sub-section (i) of this section, and shall advise the Council from time to time of any alteration made therein.

Signed at Cape Town, on behalf of the parties on this 2nd day of December, 1943.

M. HAMMERSCHLAG,
Chairman of the Council.

A. J. STERNSLOW,
Vice-Chairman of the Council.

HAROLD J. LAITE,
Secretary of the Council.

ANNEXURE A.

INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE.

TIME AND WAGE RECORD.

Week ending _____ 194__

	HOURS, A.M.		HOURS, P.M.		Ordinary Driving Hours.	Hours worked between 8 p.m. on any day and before 4 a.m. the following day.
	From.	To.	From.	To.		
Friday.....						
Saturday.....						
Sunday.....						
Monday.....						
Tuesday.....						
Wednesday.....						
Thursday.....						
			TOTALS...			

Ordinary Pay. £ s. d.	Overtime Pay. £ s. d.	Extra Payment for Money Collected. £ s. d.

Amount received..... £_____ : _____ s. _____ d.

THE TAKING OF A RECEIPT IS OPTIONAL.

Signature of Employee _____

Employee's Name _____

Employer's Name _____

Licence No. of Vehicle _____ Pay load _____ lb.

ANNEXURE B.

INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE.

RETURN OF EMPLOYEE ENGAGED IN THE MOTOR VEHICLE DRIVING OCCUPATION.

No. of Employees.		*From Employees.*	*From Employees.*
_____	for week ending _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
		£ : :	£ : :

Signature of Employer _____

Date _____

gevalle waar geskille onstaan moet deur die Agent aan die Raad voorgelê word wat ook elke maand 'n verslag aan die Raad moet verstrek wat besonderhede van alle wysigings aantoon en sertifiseer dat foute reggemaak is.

16. VERTEENWOORDIGES VAN WERKNEMERS OP DIE RAAD.

Werkgewers moet aan die verteenwoordigers van die werknemers op die Raad alle fasiliteite verleen om hul pligte na te kom in verband met hul werk op die Raad.

17. VERTOLKING VAN DIE OOREENKOMS.

Hierdie Raad is die liggaam wat vir die toepassing van die Ooreenkoms verantwoordelik is, en kan vir die leiding van werkgewers en werknemers beslissings gee wat nie met die bepalings daarvan in stryd is nie.

18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n duidelik sigbare en vir sy werknemers maklik toeganklike plek in die persele waar hy sy motorvoertuie hou, en/of op die gewone plek waar lone betaal word, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies ingevolge die Wet, aanplak en aangeplak hou.

19. KENNISGEWINGS WAT VERTOON MOET WORD.

(i) Elke werkgewer moet op 'n duidelik sigbare plek in sy perseel 'n kennisgewing in leesbare lettertekens en in beide amptelike tale, waarop gespesifiseer word: die dag van die week en die tyd wanneer en plek waar lone gewoonlik elke week betaal word, aanplak en aangeplak hou. As lone op meer as een plek betaal word, moet die kennisgewing die plekke spesifiseer waar lone betaal sal word.

(ii) Elke werkgewer moet binne dertig dae vanaf die datum van inwerkingtreding van hierdie Ooreenkoms, 'n afskrif van die kennisgewing gespesifiseer in subartikel (i) van hierdie artikel aan die Nywerheidsraad stuur en moet die Raad van tyd tot tyd in kennis stel van enige wysiging wat daarin aangebring is.

Onderteken in Kaapstad namens die partye hede die 2de dag van Desember 1943.

M. HAMMERSCHLAG,
Voorsitter van die Raad.

A. J. STERNSLOW,
Ondervoorsitter van die Raad.

HAROLD J. LAITE,
Sekretaris van die Raad.

AANHANGSEL A.

„INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE."

TYD- EN LOONSTAAT.

Week eindigende _____ 194__

	URE, VM.		URE, NM.		Gewone ure wat bestuur is.	Ure wat tussen 8 nm. op enige dag en voor 4 vm. die volgende dag gewerk is.
	Vanaf.	Tot.	Vanaf.	Tot.		
Vrydag.....						
Saterdag.....						
Sondag.....						
Maandag.....						
Dinsdag.....						
Woensdag.....						
Donderdag.....						
			TOTALE....			

Gewone betaling. £ s. d.	Oortydbetaling. £ s. d.	Ekstra betaling vir ingevorderde geld. £ s. d.

Bedrag ontvang ..... £_____ : _____ s. _____ d.

KWITANSIE KAN GENEEM WORD NA KEUSE.

Handtekening van werknemer _____

Naam van werknemer _____

Naam van werkgewer _____

Lisensienommer van voertuig _____ Betalende vrag _____ lb

AANHANGSEL B.

„INDUSTRIAL COUNCIL FOR THE MOTOR VEHICLE DRIVING OCCUPATION (OTHER THAN IN CONNECTION WITH THE TRANSPORTATION OF PASSENGERS), CAPE."

STAAT VAN WERKNEMERS IN DIENS IN DIE MOTORVOERTUIG-BESTUURSBEROEP.

Getal werknemers.		*Van werknemers.*	*Van werkgewers.*
_____	vir week eindigende _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
_____	" " _____	£ : :	£ : :
		£ : :	£ : :

Handtekening van werkgewer _____

Datum _____

✱ No. 2385.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, WITWATERSRAND AND VEREENIGING.

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade shall be binding from the 1st day of January, 1944, and for the period ending the 31st day of December, 1945, upon the employers' organization and trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 5 (2) (*b*) (inclusive), 5 (2) (*d*) to 13 (1) (inclusive), 14, 15 and 19 to 23 (inclusive) of the said Agreement shall be binding from the 1st day of January, 1944, and for the period ending the 31st day of December, 1945, upon the other employers and employees engaged or employed in the said trade in the Municipal Areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Municipal Areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging, and from the 1st day of January, 1944, and for the period ending the 31st day of December, 1945, the provisions contained in clauses 1, 3 to 5 (2) (*a*) (inclusive), 5 (2) (*d*) to 8 (inclusive), 10 to 12 (inclusive), 14, 15 and 23 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, WITWATERSRAND.

AGREEMENT.

in accordance with the provisions of the Industrial Concilliation Act, No. 36 of 1937, made and entered into by and between the

Witwatersrand Master Hairdressers' Association

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

Transvaal Hairdressers' Employees' Union

(hereinafter referred to as "the employees" or "the trade union"), of the other part,
being the parties to the Industrial Council for the Hairdressing Trade (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Hairdressing Trade in the Municipal Areas of Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Vereeniging, by all employers and employees who are members of the employers' organisation and trade union, provided that they shall apply to apprentices only in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, or any conditions fixed thereunder.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of section *forty-eight* of the Act; and remain in force for a period of two years or for such period as may be determined by him.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance; and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act. No. 36 of 1937;

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act of 1922, as amended;

"qualified hairdresser's assistant" means an employee, who—

(*a*) has served a contract of apprenticeship in terms of Apprenticeship Act, 1922, as amended, or

(*b*) can satisfy the Council by examination or otherwise of competency in the ladies' trade in: cutting, marcel waving, water-waving, permanent waving and beauty culture; and in the gentlemen's trade in: cutting, shaving and razor setting; or

✱ No. 2385.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

HAARSNYERSBEDRYF, WITWATERSRAND EN VEREENIGING.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Haarsnyersbedryf, vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 31ste dag van Desember 1945, bindend is op die werkgewersorganisasie en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 5 (2) (*b*), 5 (2) (*d*) tot en met 13 (1), 14, 15 en 19 tot en met 23 van genoemde Ooreenkoms, vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 31ste dag van Desember 1945, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde bedryf in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 3 tot en met 5 (2) (*a*), 5 (2) (*d*) tot en met 8, 10 tot en met 12, 14, 15 en 23 van genoemde Ooreenkoms, vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 31ste dag van Desember 1945, in die munisipale gebiede Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

BYLAE.

„INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE, WITWATERSRAND."

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gemaak deur en aangegaan tussen die—

„Witwatersrand Master Haidressers' Association".

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

„Transvaal Hairdressers' Employees' Union"

(hierna genoem „die werknemers" of „die vakvereniging") aan die ander kant,
wat die partye is by die „Industrial Council for the Hairdressing Trade (Witwatersrand)".

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die haarsnyersbedryf in die munisipale gebiede Randfontein, Krugersdorp, Roodepoort-Maraisburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Vereeniging nagekom word deur alle werkgewers en werknemers wat lede van die werkgewersorganisasie en vakvereniging is, met dien verstande dat dit op vakleerlinge alleen van toepassing is vir sover dit nie met die bepalings van die Vakleerlingen Wet, 1922 of enige voorwaardes ingevolge daarvan vasgestel in stryd is nie.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree inwerking op sodanige datum as wat deur die Minister van Arbeid ingevolge artikel *ag-en veertig* van die Wet vasgestel word, en bly van krag vir 'n tydperk van twee jaar of vir sodanige tydperk as wat hy mag bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebruik en in die Wet omskryf word, het dieselfde betekenis as in die Wet; enige verwysing na 'n wet of ordonnansie sluit enige wysiging van sodanige wet of ordonnansie in; en behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; verder tensy dit in stryd is met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, No. 36 van 1937;

„vakleerling", 'n werknemer in diens volgens 'n skriftelike vakleerlingkontrak geregistreer ingevolge die Vakleerlingen Wet, 1922 soos gewysig;

„gekwalifiseerde haarsnyersassistent", 'n werknemer wat—

(*a*) 'n vakleerlingkontrak volgens die Vakleerlingen Wet, 1922, soos gewysig, uitgedien het; of

(*b*) die Raad deur middel van 'n eksamen of andersins kan oortuig van bevoegdheid in die damesbedryf in: sny, marcelkartel, waterkartel, blywende kartel en skoonheidsbeoefening; en in die mansbedryf in: sny, skeer en skeermesse set, of

(*c*) holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade or such other body which is competent to issue such certificate in the opinion of the Council;

"casual employee" means a hairdresser (male or female) who is employed by the same employer for not more than two days in any one week;

"general assistant" means an employee who is employed by an employer to clean, sweep, clean shoes, run errands, wash cups and/or toilet requisites;

"Council" means the Industrial Council for the Hairdressing Trade (Witwatersrand), registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen*, read with section *two* of the Industrial Conciliation Act of 1937;

"establishment" means any place in which toilet services are normally rendered to Europeans;

"experience" means the total period or periods of service an employee has had in the Hairdressing Trade, but shall not include service as a general assistant;

"gentlemen's trade" means the branch of Hairdressing Trade in which toilet services, as herein defined, are rendered to male persons;

"Hairdressing Trade" means the trade carried on in an establishment;

"ladies' trade" means the branch of the Hairdressing Trade in which toilet services are rendered to female persons;

"toilet services" includes the operation comprised in hair-cutting, singeing, shaving, massaging (head or face), waving (permanent, marcel or water), hair-dyeing or tinting, manicuring, eyebrow plucking and board work;

"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for training an employee in any one or both sections of the Hairdressing Trade;

"central area" means the municipal area of the City of Johannesburg;

"Reef area" means the municipal areas of Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort, Maraisburg, Krugersdorp, Randfontein and Vereeniging.

4. WAGES.

(1) Subject to the provisions of sub-sections (2) and (3) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

(*a*) *Gentlemen's Trade* (*Male or Female*).				
(i) Qualified hairdresser's assistant	£6	13	6	per week.
(ii) Casual employee	1	5	0	per day.
(*b*) *Ladies' Trade.*				
(i) Qualified hairdresser's assistant (male)	7	7	6	per week
				or
	31	19	2	per month.
(ii) Qualified hairdresser's assistant (female)	4	1	0	per week.
				or
	17	10	0	per month.
(iii) Casual employee (male or female	1	5	0	per day.
(*c*) *Gentlemen's or Ladies' Trade.* Minors employed in the trade of ladies' and/or gentlemen's hairdresser designated in terms of the Apprenticeship Act of 1922, as amended, during the period they may be so employed in terms of that Act without a contract of apprenticeship	1	0	0	per week.
(*d*) *General Assistants* (*in the Central Area*).				
Over 18	1	7	8	per week.
Under 18	1	1	0	per week.
In Reef Area.				
Over 18	1	5	0	per week.
Under 18	0	18	6	per week.

(2) An employee who during any week is engaged in both the gentlemen's and ladies' trade shall for the whole of that week be paid the wages prescribed in either paragraph (*a*) or (*b*) of sub-section (1) of this section, whichever is the higher.

(3) An employer shall not accept a premium for the training of an employee as a hairdresser.

(4) An employer shall not employ any person as a male or female hairdresser unless such person is a qualified hairdresser's assistant as defined under section 3 and/or is a minor such as is referred to in section 4 (1) (*c*) and/or an apprentice, unless the wage for a qualified hairdresser's assistant is paid, and such an employee shall for all purposes of this Agreement be deemed to be a qualified hairdresser's assistant.

(5) Nothing contained in this section shall operate to permit of a reduction in the wage an employee was receiving at the date of coming into operation of this Agreement while such employee remains in the employ of the same employer.

(*c*) in besit is van 'n sertifikaat van bevoegdheid uitgereik deur enige nywerheidsraad vir die haarsnyersbedryf of sodanige ander liggaam wat na die mening van die Raad bevoeg is om sodanige sertifikaat uit te reik;

„los werknemer", 'n haarsnyer (manlik of vroulik) wat by dieselfde werkgewer vir hoogstens twee dae in enige bepaalde week werksaam is;

„algemene assistent", 'n werknemer wat by 'n werkgewer in diens is om skoon te maak, uit te vee, skoene te poets, boodskappe te doen, en koppies en/of toiletbenodigdhede te was;

„Raad", die „Industrial Council for the Hairdressing Trade (Witwatersrand)" wat ingevolge artikel *twee* van die Nijverheid Verzoenings Wet, 1924, geregistreer is en beskou word geregistreer te wees ingevolge artikel *negentien* gelees tesame met artikel *twee* van die Nywerheidversoeningswet van 1937;

„inrigting", enige plek waar toiletdienste gewoonlik vir blankes verrig word;

„ervaring", die totale dienstydperk of -tydperke van die werknemer in die haarsnyersbedryf maar met uitsondering van diens as 'n algemene assistent;

„mansbedryf", dié afdeling van die haarsnyersbedryf waarin toiletdienste soos hierin bepaal, vir manspersone verrig word;

„haarsnyersbedryf", die bedryf wat in 'n inrigting beoefen word;

„damesbedryf", dié afdeling van die haarsnyersbedryf waarin toiletdienste vir vroulike persone verrig word;

„toiletdienste", sluit in die werksaamhede in verband met hare sny, skroei, skeer, masseer (kop of gesig), kartel (blywend, marcel- of water-), hare kleur of tint, naels poets, winkbroue pluk en opmaakwerk;

„onderriggeld", sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk, enige vergoeding van enige aard wat vir die opleiding van 'n werknemer in enigeen van of albei afdelings van die haarsnyersbedryf gegee word;

„sentrale gebied", die munisipale gebied van die stad Johannesburg;

„Randgebied", die munisipale gebiede Germiston, Boksburg, Benoni, Brakpan, Springs, Roodepoort-Maraisburg, Krugersdorp, Randfontein en Vereeniging.

4. LONE.

(1) Onderworpe aan die bepalings van subartikels (2) en (3) van hierdie artikel mag geen werkgewer en geen werknemer laer lone as onderstaande onderskeidelik betaal of aanneem nie:—

(*a*) *Mansbedryf* (*manlik of vroulik*).				
(i) Gekwalifiseerde haarsnyersassistent	£6	13	6	per week.
(ii) Los werknemer	1	5	0	per dag.
(*b*) *Damesbedryf.*				
(i) Gekwalifiseerde haarsnyersassistent (manlik)	7	7	6	per week.
				of
	31	19	2	per maand.
(ii) Gekwalifiseerde haarsnyersassistent (vroulik)	4	1	0	per week.
				of
	17	10	0	per maand.
(iii) Los werknemer (manlik of vroulik)	1	5	0	per dag.
(*c*) *Mans- of damesbedryf.* Minderjariges werksaam in die dames en/of manshaarsnyersbedryf aangewys ooreenkomstig die Vakleerlingen Wet, 1922, soos gewysig gedurende die tydperk wat hulle aldus kragtens daardie Wet sonder 'n vakleerlingskapkontrak in diens geneem mag word	1	0	0	per week.
(*d*) *Algemene assistente* (*in die sentrale gebied*).				
Bo 18	1	7	8	per week.
Onder 18	1	1	0	per week.
Op die Rand.				
Bo 18	1	5	0	per week.
Onder 18	0	18	6	per week.

(2) 'n Werknemer wat in enige week in beide die mans- en damesbedryf werksaam is, moet vir die hele sodanige week die lone betaal word wat òf in paragraaf (*a*) òf (*b*) van subartikel (1) van hierdie artikel voorgeskryf is, na gelang van die hoogste loon.

(3) 'n Werkgewer mag vir die opleiding van 'n werknemer as haarsnyer geen onderriggeld aanneem nie.

(4) 'n Werkgewer mag niemand as 'n mans- of dameshaarsnyer in diens neem nie tensy sodanige persoon 'n gekwalifiseerde haarsnyersassistent is soos bepaal in artikel 3 en/of 'n minderjarige soos bepaal in artikel 4 (1) (*c*) en/of 'n vakleerling is, en tensy die loon van 'n gekwalifiseerde haarsnyersassistent betaal word, en sodanige werknemer word vir alle doeleindes van hierdie Ooreenkoms as 'n gekwalifiseerde haarsnyersassistent beskou.

(5) Niks in hierdie artikel het die uitwerking om 'n vermindering in die lone wat enige werknemer ontvang het op die datum waarop hierdie Ooreenkoms in werking tree, terwyl sodanige werknemer by dieselfde werkgewer in diens bly, toe te laat nie.

(6) An employer shall not employ any person under the age of fifteen (15) years, nor shall any minor be employed in any capacity whatsoever, except for the probationary period in terms of the provisions of the Apprenticeship Act, in a designated trade or at the rate of wages laid down in this Agreement.

(7) Casual employees shall only be employed to replace employees or working employers or partners who are temporarily absent on sick or occasional leave.

(8) Every employer shall, during the currency of this Agreement, in addition to the wages prescribed in this section, on each pay day pay to the employees specified herein a cost of living allowance as set out hereunder:—

(*a*) £1 per week to an employee for whom wages are prescribed in sub-section (1) (*a*) (i).

(*b*) £1. 0s. 9d. per week or £4. 10s. per month to an employee for whom wages are prescribed in sub-section (1) (*b*) (ii) up to and including monthly remuneration of £20 or £4. 12s. 6d. per week and cost of living allowance of £3 to the employees earning a remuneration above these figures; providing that a qualified hairdresser's assistant (female) in receipt of remuneration of more than £20 per month and less than £24. 10s. per month shall receive a cost of living allowance of £3 per month or the difference between her remuneration and £24. 10s. per month, whichever is the greater.

(*c*) One-sixth of £1 or 3s. 4d. for each day worked to employees for whom wages are prescribed in sub-section (1) (*a*) (ii).

(*d*) One-sixth of £1. 0s. 9d. or 3s. 6d. for each day worked to female employees, and one-sixth of £1. 16s. 11d. or 6s. 2d. for each day worked to male employees for whom wages are prescribed in sub-section (1) (*b*) (iii).

(*e*) £1. 16s. 11d. per week or £8 per month for an employee for whom wages are prescribed in sub-section (1) (*b*) (i).

(*f*) The cost of living allowance prescribed in War Measure No. 43 of 1942, as amended by War Measure No. 39 of 1943, or any amendment thereof shall be paid to all employees for whom minimum wages are prescribed in sub-sections (1) (*c*) and (1) (*d*).

5. Payment of Wages and Authorised Deductions.

(1) Wages shall be paid in cash weekly or monthly as the case may be, unless the contract of service of an employee is terminated before the usual pay day, when wages shall be paid immediately on such termination, the wages due shall be placed in a sealed envelope, upon which shall be inscribed the full name of the employee, the period for which the particular payment is made, any deductions made in terms of this Agreement, and the amount contained in the envelope. A casual employee shall be paid the remuneration due to him upon termination of each contract of employment.

(2) No deduction of any description other than the following may be made from the amount due to an employee:—

(*a*) Save as provided in section 7 where an employee absents himself from work a *pro rata* amount for the period of such absence.

(*b*) Contributions to council funds in terms of section 13 (thirteen) of this Agreement;

(*c*) Subscriptions to Transvaal Haidressers Employees Union and Witwatersrand Master Haidressers Association in terms of clause 13 (2) of this Agreement.

(*d*) Contributors to the Hairdressing Trade Sick and Unemployment Benefit Fund in terms of clause 23 of this Agreement.

(3) Wages due in terms of section 4, and any other remuneration due to an employee on a weekly contract of employment shall be paid on the Saturday of each and every week during the month at 5.30 p.m. in the case of establishments which close at 6 p.m. and at 12 noon on that day in the case of establishments that close at 1 p.m., provided that where Saturday is a public holiday payment shall be made on the previous business day at 5.30 p.m.; where an employee is under monthly contract of employment such employee shall be paid any remuneration due in terms of this Agreement on the last day of each and every month at 5.30 p.m. or at 12 noon in the event of such last day being an early closing day. Provided further that should such day of that particular month be other than a business day, such wages shall be paid on the business day immediately preceding such day, or should such day be an early closing day then at 12 noon on that day.

(4) Payment of wages shall be made at the place where the employee is actually engaged or employed at the time of payment of the wages.

6. Hours of Work.

(1) Save as is provided in sub-section (2) of this section an employee shall not be required to work—

(*a*) for more than forty-six hours during any week of six working days;

(*b*) for more than 8 hours 30 minutes on Mondays, Tuesdays, Thursdays and Fridays and Saturdays, nor shall an employer permit such work to commence before 8 a.m. or terminate after 6 p.m. on such days with a break of one hour for lunch, to be taken between 12 noon and 2 p.m. and such interval shall not be regarded as working time;

(6) 'n Werkgewer mag niemand onder die ouderdom van vyftien (15) jaar in diens neem nie; ook mag geen minderjarige in enige hoedanigheid hoegenaamd in diens geneem word nie, behalwe vir die proeftydperk ingevolge die bepalings van die Vakleerlingen Wet in 'n aangewese vak of teen die lone bepaal in hierdie Ooreenkoms.

(7) Los werknemers mag slegs in diens geneem word om werknemers te vervang of werkende werkgewers of vennote wat tydelik afwesig is met siekte- of geleentheidsverlof.

(8) Elke werkgewer moet gedurende die geldigheidstermyn van hierdie Ooreenkoms, bo en behalwe die lone voorgeskryf in hierdie artikel, aan die werknemers hierin bepaal 'n lewenskostetoelae op elke betaaldag betaal soos wat hieronder uiteengesit word:—

(*a*) £1 per week aan 'n werknemer vir wie lone in subartikel (1) (*a*) (i) voorgeskryf is;

(*b*) £1. 0s. 9d. per week of £4. 10s. per maand aan 'n werknemer vir wie lone in subartikel (1) (*b*) (ii) tot en met 'n maandelikse loon van £20 of £4. 12s. 6d. per week voorgeskryf is, en die lewenskostetoelae van £3 aan werknemers wat 'n loon bo hierdie syfers verdien; met dien verstande dat 'n gekwalifiseerde haarsnyersassistent (vroulik) wat 'n loon ontvang van meer as £20 per maand en minder as £24. 10s. per maand 'n lewenskostetoelae van £3 per maand moet ontvang of die verskil tussen haar loon en £24. 10s. per maand, na gelang watter die grootste is;

(*c*) een-sesde van £1 of 3s. 4d. vir elke dag waarop gewerk is aan werknemers vir wie lone in subartikel (1) (*a*) (ii) voorgeskryf is;

(*d*) een-sesde van £1. 0s. 9d. of 3s. 6d. vir elke dag waarop gewerk is aan vroulike werknemers, en een-sesde van £1. 16s. 11d. of 6s. 2d. vir elke dag waarop gewerk is aan manlike werknemers vir wie lone in subartikel (1) (*b*) (iii) voorgeskryf is;

(*e*) £1. 16s. 11d. per week of £8 per maand vir 'n werknemer vir wie lone in subartikel (1) (*b*) (i) voorgeskryf is;

(*f*) die lewenskostetoelae voorgeskryf in Oorlogsmaatreël No. 43 van 1942 soos gewysig by Oorlogsmaatreël No. 39 van 1943 of enige wysiging daarvan moet aan alle werknemers betaal word vir wie minimum lone in subartikels (1) (*c*) en (1) (*d*) voorgeskryf is.

5. Betaling van lone en gemagtigde kortings.

(1) Lone moet weekliks of maandeliks, na gelang van die geval, in kontant betaal word, tensy die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word; in dié geval moet die lone onmiddellik na sodanige beëindiging betaal word. Die verskuldigde lone moet in 'n toegeplakte koevert geplaas word en die volle naam van die werknemer, die tydperk waarvoor die besondere betaling gedoen is, enige kortings wat ingevolge hierdie Ooreenkoms gemaak is en die bedrag wat die koevert bevat, moet daarop geskryf staan.

'n Los werknemer moet die besoldiging betaal word wat aan hom by beëindiging van elke dienskontrak verskuldig is.

(2) Geen korting van enige aard, behalwe ondervermelde, mag van die bedrag aan 'n werknemer verskuldig gemaak word nie—

(*a*) behalwe soos bepaal in artikel 7 as 'n werknemer van werk af wegbly, 'n *pro rata* vir die tydperk van sodanige afwesigheid;

(*b*) bydraes aan die Raadskas ingevolge artikel 13 (dertien) van hierdie Ooreenkoms;

(*c*) bydraes aan „Transvaal Hairdressers Employees Union" en „Witwatersrand Master Hairdressers Association" ingevolge klousule 13 (2) van hierdie Ooreenkoms;

(*d*) bydraers aan die Siekte- en Werkloosheids-bystandsfonds vir die Haarsnyersbedryf ingevolge klousule 23 van hierdie Ooreenkoms.

(3) Lone aan 'n werknemer in diens op 'n weeklikse dienskontrak ingevolge artikel 4 verskuldig en enige ander besoldiging aan 'n werknemer verskuldig moet betaal word op die Saterdag van elke afsonderlike week gedurende die maand om 5.30 nm. in die geval van inrigtings wat om 6 nm. sluit en om 12 uur middag op daardie dag in die geval van inrigtings wat om 1 nm. sluit; met dien verstande dat as Saterdag 'n openbare vakansiedag is, betaling op die vorige besigheidsdag om 5.30 nm. moet geskied; as 'n werknemer onder 'n maandelikse dienskontrak is, moet sodanige werknemer enige besoldiging betaal word wat, ingevolge hierdie Ooreenkoms verskuldig is en wel op die laaste dag van elke afsonderlike maand om 5.30 nm. of om 12-uur middag in geval sodanige laaste dag 'n vroeë sluitingsdag is; met dien verstande verder dat as sodanige dag van hierdie besondere maand nie 'n besigheidsdag is nie, sodanige lone op die besigheidsdag betaal moet word wat sodanige dag onmiddellik voorafgaan of as sodanige dag 'n vroeë sluitingsdag is, dan om 12-uur middag op daardie dag.

(4) Lone moet betaal word op die plek waar die werknemer werklik in diens of werksaam is ten tye van die betaling van die lone.

6. Werkure.

(1) Behalwe soos bepaal in subartikel (2) van hierdie artikel mag 'n werknemer nie vereis word om te werk nie:—

(*a*) Vir meer as ses-en-veertig uur gedurende enige week van ses werkdae.

(*b*) vir meer as 8 uur 30 minute Maande, Dinsdae, Donderdae en Vrydae en Saterdae, ook mag 'n werkgewer nie toelaat nie dat sodanige werk voor 8 vm. begin of ophou na 6 nm. op sodanige dae met 'n pouse van een uur vir middagete wat tussen 12-uur middag en 2 nm. geneem moet word en sodanige pouse word nie as werktyd beskou nie;

(c) for more than 3½ hours on Wednesdays nor shall an employer permit such work to commence before 8 a.m. or terminate after 12 noon on such days.

(2) In the case of establishments recognised in terms of the Provincial Shop Hours Ordinance as Saturday half-day closing establishments, the hours for working shall be not more than 8 hours 15 minutes on Wednesdays, such work to commence not earlier than 8 a.m. and to terminate not later than 6 p.m. with a break of one hour for lunch as laid down in paragraph (a) of sub-section (1) of this section, and such interval shall not be regarded as working time.

On Saturdays the hours of working shall not be more than 4¾ hours nor shall the employer permit such work to commence before 8 a.m. or terminate after 1 p.m. on such days. The hours for Mondays, Tuesdays, Thursdays and Fridays shall not be more than 8 hours 15 minutes, nor shall an employer permit such work to commence before 8 a.m. or terminate after 6 p.m. on such days with a break of one hour for lunch, to be taken between 12 noon and 2 p.m., and such interval shall not be regarded as working time.

(3) Every employer shall exhibit in a prominent place in his establishment a time-table setting out the full names of all his employees. Such time-table shall be posted up on or before 12 noon on the last working day of the week preceding the week to which such time-table refers, and shall show clearly the time of commencing work, the lunch hour interval, and the time of finishing off of each employee.

(4) *Hours of work to be consecutive.*—All hours of work of an employee shall be consecutive except for meal hours.

(5) *Prohibition of overtime.*—An employee shall not be permitted or required to work in excess of the number of hours prescribed in sub-sections (1) and (2).

(6) Employers shall not be entitled to keep their premises open outside the hours laid down in this section save and except for the purpose of cleaning and airing their premises.

7. Annual Leave and Payment.

(1) Each employee except casual employees shall be entitled to, be granted and shall take leave on full pay on all public holidays. Whenever a public holiday falls within the period of annual leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(2) (a) Each employee, except casual employees, shall be granted in each year of his service with the same employer two consecutive weeks' leave of absence on full pay. The two weeks' leave shall include 12 working days.

The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to an employee his period of leave at an earlier date, such leave shall be taken and shall commence within two months after the termination of each year's service, and such an employee shall then absent himself from his employer's place of business during the period of such leave. When in any year of an employee's service his employment is terminated before the completion of the year, but after the completion of one month's employment, the employer shall pay, at the same time as the final payment of wages is made in terms of section 5 (1) to the employee for each completed week of employment in the uncompleted year, one twenty-fifth of a week's wage at the wage which the employee was receiving when his employment was terminated. An employee who has given or received notice to terminate his services may instead of such payment be given leave of absence on full pay for a *pro rata* period during the currency of such notice, and in addition thereto be paid in respect of any balance due for holiday leave, which holiday pay shall be forwarded to the Council for payment to the employee.

(b) An employee who has become entitled to a period of leave in terms of paragraph (a) and whose employment terminates before such leave has been granted shall upon such termination be paid in respect of each week thereof an amount not less than the weekly wage applicable to him in terms of section (4) (1) in lieu of such leave.

(3) For the purpose of the preceding sub-section, an employee's year of service for which he shall be entitled to such annual leave shall be deemed to be the period of twelve months which ends on or after the date of commencement of this Agreement and in which he has not received such leave on full pay.

(4) The employer shall notify the Secretary of the Council of the time and date on which such employee shall take his leave, and remit at the same time the holiday pay due to the employee, for payment by the Council to such employee. Such notification and remittance shall reach the Secretary of the Council at least seven days before the date when such leave begins and may be made in the Central Area by Cash Cheque. In all other areas payment shall be made by Postal or Money Order.

(5) For the purposes of this section employment shall be deemed to commence from the date on which the employee entered the employer's service. Any period during which an employee is on leave in accordance with the provisions of this section or is undergoing training under the South Africa Defence Act, 1912, or is absent from work on the instructions or at the request of the employer or is absent from work owing to illness shall be deemed to be employment, but any period of absence owing to illness in excess of thirty (30) days,

(c) vir meer as 3½ uur op Woensdae. 'n Werkgewer mag ook nie toelaat dat sodanige werk op sodanige dae voor 8 vm. begin of na 12-uur middag eindig nie.

(2) In die geval van inrigtings kragtens die Provinsiale Winkelure-Ordonnansie erken as inrigtings wat Saterdae halfdag werk, moet die werkure hoogstens 8 uur 15 minute op Woensdae wees, en sodanige werk mag nie vroeër as 8 vm. begin of later as 6 nm. eindig nie, met 'n pouse van een uur vir middagete soos bepaal in paragraaf (a) van subartikel (1) van hierdie artikel, en sodanige pouse word nie as werktyd beskou nie.

Op Saterdae moet die werkure hoogstens 4¾ uur wees, en die werkgewer mag nie toelaat dat sodanige werk op sodanige dae voor 8 vm. begin of na 1 nm. eindig nie. Die ure vir Maandae, Dinsdae, Donderdae en Vrydae mag hoogstens 8 uur 15 minute wees, ook mag 'n werkgewer nie toelaat dat sodanige werk voor 8 vm. begin of na 6 nm. beëindig word op sodanige dae met 'n pouse van een uur vir middagete wat tussen 12-uur middag en 2 nm. geneem word, en sodanige pouse word nie as oortyd beskou nie.

(3) Elke werkgewer moet op 'n duidelik sigbare plek in sy inrigting 'n tydtafel vertoon wat die volle name van al sy werknemers moet aantoon. Sodanige tydtafel moet nie later as 12-uur middag op die laaste werkdag van die week, wat die week waarna sodanige tydtafel verwys voorafgaan, opgeplak word, en moet duidelik die begintyd, die etensuur, en die ophoutyd van elke werknemer aantoon.

(4) *Werkure moet opeenvolgend wees.*—Alle werkure van 'n werknemer, met uitsondering van etensure, moet opeenvolgend wees.

(5) *Verbod op oortyd.*—'n Werknemer mag nie toegelaat of vereis word om meer as die getal ure voorgeskryf in subartikels (1) en (2) te werk nie.

(6) Werkgewers is nie geregtig om hul persele buite die ure in hierdie artikel bepaal, oop te hou nie, behalwe vir die doel om hul persele skoon te maak en te lug.

7. Jaarlikse verlof en betaling.

(1) Elke werknemer, behalwe los werknemers, is op alle openbare vakansiedae geregtig tot verlof met volle betaling en moet dit toegestaan word en moet dit neëm. As 'n openbare vakansiedag binne die tydperk van jaarlikse verlof val, moet sodanige vakansiedag by genoemde tydperk as 'n verdere verloftydperk met volle betaling gevoeg word.

(2) (a) Aan elke werknemer behalwe los werknemers, moet in elke jaar van sy diens by dieselfde werkgewer twee opeenvolgende weke verlof met volle betaling gegee word. By die twee weke verlof moet 12 werkdae inbegrepe wees.

Die werkgewer moet die tyd vasstel wanneer sodanige verlof geneem moet word, maar in geval die werkgewer aan 'n werknemer sy tydperk van verlof nie op 'n vroeër datum toegestaan het nie, moet sodanige verlof binne twee maande na voltooiing van elke jaar diens geneem word en 'n aanvang neem en sodanige werknemer moet dan gedurende die tydperk van sodanige verlof wegbly van sy werkgewer se besigheidsplek. Wanneer die diens van 'n werknemer in enigeen van sy diensjare beëindig word voor voltooiing van die jaar, maar na voltooiing van een maand diens, moet die werkgewer op dieselfde tyd wanneer die finale betaling van lone ingevolge artikel 5 (1) geskied aan die werknemer vir elke voltooide week diens in die onvoltooide jaar, een-vyf-entwintigste van 'n week se loon, bereken teen die loon wat die werknemer ontvang het toe sy diens beëindig is, betaal. Aan 'n werknemer wat kennis van diensbeëindiging gegee of gekry het, kan in plaas van sodanige betaling, verlof met volle betaling vir 'n *pro rata* tydperk gedurende die geldigheidsduur van sodanige kennisgewing gegee word en benewens dit kan hy betaal word ten opsigte van enige balans verskuldig vir vakansieverlof; genoemde vakansiebetaling moet aan die Raad gestuur word sodat dit aan die werknemer betaal kan word.

(b) 'n Werknemer wat op 'n verloftydperk geregtig geword het ingevolge paragraaf (a) en wie se diens eindig voordat sodanige verlof toegestaan is, moet by sodanige beëindiging, in plaas van sodanige verlof, ten opsigte van elke week daarvan minstens die weeklikse loon betaal word wat ingevolge artikel (4) (1) op hom van toepassing is.

(3) Vir die doel van die voorafgaande subartikel word 'n werknemer se jaar diens waarvoor hy tot sodanige jaarlikse verlof geregtig is, beskou as die tydperk van twaalf maande wat op of na die datum van die inwerkingtreding van hierdie Ooreenkoms eindig en waarin hy nie sodanige verlof met volle betaling ontvang het nie.

(4) Die werkgewer moet die Sekretaris van die Raad in kennis stel van die tyd en datum wat sodanige werknemer sy verlof neem en terselfdertyd die vakansiebetaling wat aan die werknemer verskuldig is aan die Raad stuur om aan sodanige werknemer betaal te word. Sodanige kennisgewing en bedrag moet die Sekretaris van die Raad bereik ten minste sewe dae voor die datum waarop sodanige verlof begin en kan in die Sentrale Gebied per kontant tjek geskied. In alle ander gebiede moet betaling per posorder of -wissel geskied.

(5) Vir die toepassing van hierdie artikel word dit beskou dat diens begin vanaf die datum waarop die werknemer by die werkgewer in diens getree het. Enige tydperk wat 'n werknemer met verlof is ooreenkomstig die bepalings van hierdie artikel of opleiding ingevolge die Suid Afrika Verdedigings Wet, 1912, ondergaan of volgens opdrag of op versoek van die werkgewer van sy werk afwesig is of van sy werk weens siekte wegbly, word as diens beskou, maar enige tydperk van afwesigheid weens siekte van meer as

in any twelve months or three consecutive days if the employee fails after demand by the employer to produce a certificate by a medical practitioner that he was prevented by illness from doing his work, shall not be deemed to be employment.

(6) No employee shall work in the hairdressing trade for wages or other consideration while on leave of absence on full pay.

(7) Every apprentice employed in the Hairdressing Trade shall be entitled to 12 (twelve) days sick leave on full pay, in any one year of service, providing that such apprentice shall not be absent from work for less than 3 days or more than 7 days in any one period of illness and shall produce to his employer a medical officer's certificate for such illness; provided further that if an apprentice is absent for less than 3 days no sick pay shall be payable and if absent for more than 7 days only seven days sick pay is due including the first three days in such period.

8. Termination of Service.

An employee other than a casual employee or his employer shall give not less than one week's notice, such notice to take effect from the ordinary pay day, to terminate his contract of service; provided that this sub-section shall not affect the employer's or employee's right to terminate the contract of service without notice for any good cause recognised by the Law as sufficient, or any agreement between an employee and his employer which provides for a period of notice of equal duration on both sides and for longer than one week; provided further that a monthly employee and his employer shall give not less than one month's notice.

9. Certificate of Competency.

(1) A Committee shall be appointed by the Council consisting of at least four members, two of whom shall be employers and two of whom shall be employees, who shall hold the examinations referred to in sub-sections (2) and (3) and make recommendations to the Council as to the issue of certificates of competency.

(2) Whenever an employer or employee applies for a certificate of competency he shall forward with such application the sum of 10s. 6d. to the Council (through the Secretary) which shall—

(*a*) ask the applicant to submit himself or herself to an examination, or

(*b*) satisfy itself that the applicant by virtue of his years of experience is entitled to such certificate and when it is proved to the satisfaction of the Council that the applicant is competent, the Council shall issue such certificate.

(3) Any applicant who fails to attend an examination without furnishing the committee with a reason, considered satisfactory by the Committee, shall forfeit the examination fee.

10. Outwork.

An employee shall not—

(1) solicit or take orders for or undertake work in the hairdressing trade, or

(2) engage in trading in toilet requisites for sale, gain or reward,

on his own account or on behalf of any person or from any other person other than his employer whilst such employee is in the employ of an employer engaged in the Hairdressing Trade.

11. Interpretation of Agreement.

(1) The Council shall be the body responsible for the administration of this Agreement, and may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of the employers and the employees.

(2) Any dispute which may arise in the trade shall be referred to the Council to be dealt with in terms of its constitution.

12. Exemptions.

(1) The Council may grant exemptions from any of the provisions of this Agreement in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any persons granted exemption under the provisions of sub-section (1) of this section, conditions subject to which such exemption is granted and the period during which such exemption shall operate, provided that the Council may, if it deem fit, after one week's notice, in writing, has been given to the persons concerned, withdraw any licence of exemption.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of sub-section (1) of this section, a licence of exemption, signed by him, setting out—

(*a*) the full name of the person concerned;

(*b*) the provisions of the Agreement from which exemption was granted;

(*c*) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and

(*d*) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(*a*) retain a copy of each licence issued, and forward a copy to the Divisional Inspector, Department of Labour, Johannesburg;

(*b*) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

dertig (30) dae gedurende enige twaalf maande of drie opeenvolgende dae as die werknemer versuim om 'n dokter-sertifikaat te toon dat hy deur siekte verhoed is om sy werk te doen, nadat die werkgewer dit geëis het, word nie as diens beskou nie.

(6) Geen werknemer mag in die haarsnyersbedryf vir loon of ander vergoeding gedurende afwesigheidsverlof met volle betaling werk nie.

(7) Elke vakleerling werksaam in die haarsnyersbedryf is geregtig op 12 (twaalf) dae siekte verlof met volle betaling gedurende enige afsonderlike jaar diens, met dien verstande dat sodanige vakleerling nie vir minder as drie dae of meer as 7 dae gedurende enige afsonderlike tydperk van siekte van werk afwesig mag wees nie en aan sy werkgewer 'n dokter-sertifikaat vir sodanige siekte moet toon; met dien verstande verder dat as 'n vakleerling vir minder as 3 dae afwesig is geen siektebetaling betaalbaar is nie en as hy vir meer as 7 dae afwesig is slegs sewe dae se siektebetaling met inbegrip van die eerste drie dae in sodanige tydperk verskuldig is.

8. Diensbeëindiging.

'n Werknemer, behalwe 'n los werknemer, of sy werkgewer moet diens met minstens een week opsê om sy dienskontrak te beëindig, sodanige kennisgewing word van krag vanaf die gewone betaaldag; met dien verstande dat hierdie subartikel nie die reg van 'n werkgewer of werknemer raak nie om die dienskontrak sonder kennisgewing te beëindig om enige goeie rede wat by Wet as genoegsaam beskou word, of enige ooreenkoms tussen 'n werknemer en sy werkgewer wat voorsiening maak vir 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week; met dien verstande verder dat 'n maandelikse werknemer en sy werkgewer diens met minstens een maand moet opsê.

9. Sertifikaat van bevoegdheid.

(1) 'n Komitee moet deur die Raad aangestel word bestaande uit minstens vier lede, waarvan twee werkgewers en twee werknemers is, wat die eksamens genoem in subartikels (2) en (3) moet afneem en aanbevelings aan die Raad moet doen vir die uitreiking van bevoegdheidsertifikate.

(2) Wanneer 'n werkgewer of werknemer aansoek doen om 'n sertifikaat van bevoegdheid, moet hy saam met sodanige aansoek 'n bedrag van 10s. 6d. aan die Raad (deur die Sekretaris) stuur, wat—

(*a*) die applikant moet versoek om homself of haarself aan 'n eksamen te onderwerp, of

(*b*) homself moet oortuig dat die applikant as gevolg van sy jare ervaring op sodanige sertifikaat geregtig is en wanneer tot bevrediging van die Raad bewys gelewer is dat die applikant bevoegd is, moet die Raad sodanige sertifikaat uitreik.

(3) Enige applikant wat in gebreke bly om 'n eksamen by te woon sonder om 'n rede wat die komitee bevredigend ag by die komitee in te dien, verbeur die eksamengeld.

10. Buitewerk.

'n Werknemer mag nie—

(1) bestellings werf of neem vir werk of werk in die haarsnyersbedryf onderneem nie, of

(2) handel dryf in toiletbenodigdhede vir verkoop, wins of beloning nie,

terwyl sodanige werknemer in die diens van 'n werkgewer in die haarsnyersbedryf is vir eie rekening of ten behoewe van enige persoon of van enige ander persoon as sy werkgewer.

11. Vertolking van Ooreenkoms.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms, en kan vir die leiding van werkgewers en werknemers menings uitvaardig wat nie met die bepalings daarvan in stryd is nie.

(2) Enige geskil wat in die bedryf mag ontstaan, moet na die Raad verwys word vir behandeling volgens sy konstitusie.

12. Vrystellings.

(1) Die Raad kan van enige van die bepalings van hierdie Ooreenkoms ten opsigte van enige persoon om enige goeie en voldoende rede vrystelling verleen.

(2) Die Raad moet ten opsigte van enige persone aan wie ingevolge die bepalings van subartikel (1) van hierdie artikel vrystelling verleen is die voorwaardes vasstel waarop sodanige vrystelling verleen is en die tydperk waarvoor die vrystelling van krag is; met dien verstande dat die Raad nadat een week skriftelik kennis gegee is aan die betrokke persone, na goeddunke, enige vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig die bepalings van subartikel (1) van hierdie artikel verleen is, 'n vrystellingsertifikaat, deur hom onderteken, uitreik waarin vermeld word—

(*a*) die volle naam van die betrokke persoon;

(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen is;

(*c*) die voorwaardes vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel waarop sodanige vrystelling verleen is; en

(*d*) die tydperk wat die vrystelling van krag is.

(4) Die Sekretaris van die Raad moet—

(*a*) 'n afskrif hou van elke sertifikaat wat uitgereik word, en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Johannesburg, stuur;

(*b*) indien die vrystelling aan 'n werknemer verleen is, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

13. Expenses of the Council, Subscriptions to the Transvaal Hairdressers Employees Union and Witwatersrand Master Hairdressers Association.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct one shilling per week from the earnings of each of his employees, except apprentices, general assistants and minors referred to in section (4) (1) (*c*) and (*d*) for whom minimum wages are prescribed in this Agreement, and 3d. from each casual employee in respect of each week during which he was employed by that employer. To the total amounts so deducted the employer shall add a like amount and remit month by month the total sum to the Secretary of the Council, 22-24, Shakespeare House, 114, Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agreement.

(2) Every employer who is a member of the Witwatersrand Master Hairdressers Association shall, by authority of this Agreement, deduct from the monthly or weekly wage of his employees other than apprentices who are members of the Trade Union the mount of subscriptions payable to such Union and remit same month by month to the Secretary of the Council, 22-24, Shakespeare House, 114, Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month, in the form prescribed in Annexure "A" to this Agreement.

(3) Every employer, who is a member of the Witwatersrand Master Hairdressers' Association shall remit 1/12th of his annual fees to the Secretary of the Council, 22-24 Shakespeare House, 114, Commissioner Street, or P.O. Box 1201, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure "A" to this Agreement.

14. Exhibition of Agreement.

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees, a legible copy of this Agreement in both official languages and in the form prescribed in the regulations under the Act.

15. Registration of Employers and Employees.

(1) Every employer, who shall not already have done so in pursuance of a previous agreement, shall within one month from the date on which this Agreement comes into operation, and every employer entering the Hairdressing Trade after that date shall within one month from the date of commencing operations by him, forward to the Secretary of the Council the following particulars:—

(*a*) His full name and title of business;

(*b*) business address; and

(*c*) full name of each employee, the capacity in which he is employed and wages paid.

(2) Every employer shall disclose on the form prescribed in Annexure "A" hereto, monthly, the full names of all persons employed, including minors and apprentices.

(3) In the case of a partnership, the full names of all the partners shall in addition to the particulars required in subsection (1) be furnished.

(4) In the case of a limited liability company the following particulars in addition to those required by sub-section (1) shall be furnished:—

(i) The full names of the directors, the full name of the person in actual control of each branch of the business;

(ii) address of the registered offices of the company;

(iii) the full name of the Secretary of the Company and all other office bearers of the company.

(5) Every employer shall, in the event of a change in any of the particulars he is required to furnish in terms of this section, forward to the Secretary of the Council a notification of any such change within fourteen days of the date upon which such change took effect.

16. Agents.

The Council shall appoint one or more specified persons as agents to assist in the administration of the Agreement. It shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such inquiries, and examine such books, documents, wage sheets, time sheets, and pay tickets and do all such acts as may be necessary for the ascertaining whether the conditions of this Agreement are being observed and complied with and no person shall make a false statement to such agent during the course of his investigations.

17. Membership.

An employer who is a member of the employers' organization shall not employ an employee who is not a member of the trade union; and no member of the trade union shall enter or continue in the service of an employer who is not a member of the employers' organization.

No employer (who is a member of the employers' organization) shall engage an employee, without the production of a trade union card.

18. Trade Union Representatives on the Council.

Every employer shall give to any of his employees who are representatives or alternatives on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

13. Onkoste van die Raad, ledegelde aan die „Transvaal Hairdressers Employees Union" en „Witwatersrand Master Hairdressers Association".

(1) Om die onkoste van die Raad te dek, moet elke werkgewer 1s. per week aftrek van die verdienste van elk van sy werknemers behalwe vakleerlinge, algemene assistente en minderjariges vermeld in artikel 4 (1) (*c*) en (*d*) vir wie minimum lone in hierdie Ooreenkoms bepaal word, en 3d. van elke los werknemer ten opsigte van elke week waarin hy by daardie werkgewer in diens was. By die totale bedrag aldus afgetrek, moet die werkgewer 'n gelyke bedrag voeg en die totale bedrag maandeliks voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Shakespeare-huis 22-24, Commissionerstraat 114, of Posbus 1201, Johannesburg, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms stuur.

(2) Elke werkgewer wat 'n lid van die „Witwatersrand Master Hairdressers Association" is, moet met magtiging van hierdie Ooreenkoms van die maandelikse of weeklikse loon van sy werknemers, behalwe vakleerlinge, wat lede van die Vakvereniging is, die bedrag van die ledegelde aftrek wat aan sodanige vakvereniging betaalbaar is en dit maandeliks voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Shakespeare-huis, 22-24, Commissionerstraat 114, of Posbus 1201, Johannesburg, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms stuur.

(3) Elke werkgewer wat 'n lid is van die „Witwatersrand Master Hairdressers Association" moet 1/12de van sy jaarlikse gelde voor of op die 7de dag van elke maand aan die Sekretaris van die Raad, Shakespeare-huis 22-24, Commissionerstraat 114, Posbus 1201, Johannesburg, in die vorm voorgeskryf in Aanhangsel A van hierdie Ooreenkoms stuur.

14. Vertoning van Ooreenkoms.

Elke werkgewer moet 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou in sy inrigting op 'n duidelik sigbare plek wat maklik vir sy werknemers toeganklik is, en die vorm voorgeskryf in die regulasies ingevolge die Wet.

15. Registrasie van werkgewers en werknemers.

(1) Elke werkgewer, wat dit nie alreeds ingevolge 'n vorige Ooreenkoms moes gedoen het nie, moet binne een maand vanaf die datum waarop hierdie Ooreenkoms in werking tree, en elke werknemer wat na daardie datum in die Haarsnyersbedryf tree, moet binne een maand vanaf die datum waarop hy sy werksaamhede aanvaar, die volgende besonderhede aan die Sekretaris van die Raad stuur—

(*a*) sy volle naam en naam van besigheid;

(*b*) besigheidsadres; en

(*c*) volle naam van elke werknemer, die hoedanigheid waarin hy werksaam is en lone wat betaal word.

(2) Elke werkgewer moet maandeliks op die vorm voorgeskryf in Aanhangsel A hiervan die volle name van alle persone in diens met inbegrip van minderjariges en vakleerlinge verstrek.

(3) In geval van 'n vennootskap moet bo en behalwe die besonderhede vereis in subartikel (1), die volle name van al die vennote verstrek word.

(4) In geval van 'n naamlose vennootskap moet onderstaande besonderhede verstrek word bo en behalwe die besonderhede vereis in subartikel (1):—

(i) Die volle name van die direkteure, die volle naam van die persoon wat werklik beheer het oor elke tak van die besigheid;

(ii) adres van die geregistreerde kantore van die maatskappy;

(iii) die volle naam van die sekretaris van die maatskappy en alle ander beamptes van die maatskappy.

(5) Elke werkgewer moet aan die Sekretaris van die Raad 'n kennisgewing stuur van enige verandering van enige besonderhede wat van hom vereis word om te verstrek ingevolge hierdie artikel binne veertien dae vanaf die datum waarop sodanige verandering in werking tree.

16. Agente.

Die Raad moet een of meer bepaalde persone aanstel as agente om behulpsaam te wees by die administrasie van die Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige persone toe te laat om sodanige perscle binne te gaan, sodanige ondersoeke in te stel en te voltooi en sodanige boeke, stukke, loonstate, tydstate en betaalkaarte te ondersoek en al sodanige dinge te doen as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word en niemand mag aan sodanige agent in die loop van sy ondersoek 'n valse verklaring doen nie.

17. Lidmaatskap.

'n Werkgewer wat 'n lid van die werkgewersorganisasie is, mag nie 'n werknemer wat nie 'n lid van die vakvereniging is in diens neem nie, en geen lid van die vakvereniging mag in die diens van 'n werkgewer wat nie 'n lid van die werkgewersorganisasie is, tree of bly nie.

Geen werkgewer (wat 'n lid van die werkgewersorganisasie is) mag 'n werknemer in diens neem tensy hy sy vakverenigingkaart vertoon nie.

18. Vakverenigingsverteenwoordigers op die Raad.

Elke werkgewer moet aan enigeen van sy werknemers wat 'n verteenwoordiger of plaasvervanger op die Raad is alle redelike fasiliteite verleen om sy pligte in verband met die werk van die Raad na te kom.

19. Foreign Labour.

No employer shall offer employment in the Hairdressing Trade to, or engage for employment in the Hairdressing Trade, any person domiciled outside the Union of South Africa, except with the prior approval of the Council, which must be satisfied that suitably qualified persons are not available within the Union of South Africa.

20. Working Employers.

All working employers engaged in the Hairdressing Trade shall *mutatis mutandis* observe the hours and other conditions prescribed for employees in this Agreement, excepting that working employers may work from 8 a.m. to 6 p.m., provided that where there are more than two partners only two of the working partners may so work, from 8 a.m. to 6 p.m.

21. Control of Premises.

(1) No employer shall carry on the Hairdressing Trade in premises—

(*a*) which are not adequately lighted and ventilated and provided with an adequate supply of cold and hot running water;

(*b*) Which are not fitted with glazed washbasins with waste pipes and a system for the innocuous disposal of waste water;

(*c*) the walls and floors of which are not constructed of material which will permit of their being easily kept clean;

(*d*) which are fitted with shelves, fittings or other fixtures which are not made of glass, marble, slate or finished with enamel, or covered with zinc or other readily cleansable and durable meterial;

(*e*) any portion of which is used as a sleeping apartment or a place for the storage or preparation of food, unless the portion used for carrying on the Hairdressing Trade is separated from such apartment or place by a wall or walls having no doors, windows, apertures or other means of communication therewith.

22. Provisions of Equipment.

(1) An employer shall provide, for the use of every hairdresser's assistant, all tools and equipment necessary for the carrying out of his work except—

(*a*) in the Ladies' Trade:
(i) Curling tongs;
(ii) scissors;
(iii) combs;
(iv) clippers (not electric);

(*b*) in the Gent's Trade:
(i) clippers (not electric);
(ii) scissors;
(iii) razors;
(iv) neck brush;
(v) combs;
(vi) strop.

(*c*) The employer shall, at his cost and expense, provide for the use of every apprentice hairdresser employed in his establishment overalls and/or coats.

(*d*) In cases where the employer has instituted a " colour scheme " in coats and overalls fitting in with the colour scheme of his saloon, he shall supply the required overalls and coats to his assistants.

(*e*) The employer shall provide the laundering of coats and overalls for all his employees at his cost and expense.

(2) An employer shall provide each hairdresser's assistant with—

(*a*) at least one sterilizing cabinet containing at all times a solution of at least 40 per cent. formalin for the purpose of sterilizing all tools, other than shaving brushes;

(*b*) an antiseptic bath containing a solution of formalin in the proportion of ½ gallon water to two ounces of formalin for the purpose of sterilizing shaving brushes;

(*c*) at least two shaving brushes so as to allow of one brush, not in use, to be kept in the antiseptic bath;

(*d*) a freshly laundered towel for the use of the employee with each customer;

(*e*) liquid, powdered or tube soap or shaving cream;

(*f*) a supply of clean paper to wipe the tools and in particular the razor after each stropping operation;

(*g*) styptic in the form of powder or liquid to be used as a spray or on a fresh clean piece of cotton wool;

(*h*) a covered receptacle for the purpose of receiving all soiled paper and cotton wool and hair after each operation.

23. Sick and Unemployment Benefit Fund.

(1) There is hereby established a fund which shall be known as the " Hairdressing Trade Sick and Unemployment Benefit Fund ", hereinafter referred to as " the fund ".

(2) The object of the fund shall be the provision of medical, sickness, and unemployment benefits to members to whom this Agreement applies, during periods of sickness and unemployment.

(3) (*a*) The fund shall be financed by contributions in terms of paragraphs (*b*) and (*c*) of this sub-section.

(*b*) For the purpose of the fund every employer shall each week deduct the following amounts from the wages of each of his weekly paid employees—

(i) 1s. 6d. per week for all employees for whom the prescribed minimum wages are £6. 13s. 6d. per week or more;

(ii) 1s. per week for all employees for whom the prescribed minmum wages are £4 per week or more, but not exceeding £6. 13s. 5d. per week;

19. Vreemde arbeid.

Geen werkgewer mag werk in die haarsnyersbedryf aanbied aan, of enige persoon woonagtig buite die Unie van Suid-Afrika in diens neem vir werk in die haarsnyersbedryf nie, tensy die goedkeuring van die Raad vooraf verkry is, wat oortuig moet word dat geskikte gekwalifiseerde persone nie binne die Unie van Suid-Afrika verkrybaar is nie.

20. Werkende werkgewers.

Alle werkende werkgewers wat in die haarsnyersbedryf werksaam is, moet *mutatis mutandis* die werkure en ander voorwaardes vir werknemers in hierdie Ooreenkoms bepaal nakom, behalwe dat werkende werkgewers van 8 vm. tot 6 nm. mag werk, met dien verstande dat waar daar meer as twee vennote is slegs twee van die werkende vennote aldus van 8 vm. tot 6 nm. kan werk.

21. Beheer van persele.

(1) Geen werkgewer mag die haarsnyersbedryf beoefen in persele—

(*a*) wat nie voldoende verlig en geventileer is en nie van 'n voldoende voorraad koue en warm lopende water voorsien is nie;

(*b*) wat nie toegerus is met verglaasde wasbakke met afleipype en 'n stelsel om op onskadelike wyse van afloopwater ontslae te raak nie;

(*c*) waarvan die mure en vloere nie van materiaal gemaak is wat maklik skoongehou kan word nie;

(*d*) wat toegerus is met rakke, monterings en ander toebehore wat nie van glas, marmer of lei gemaak is of met enemmel afgewerk of met sink of ander duursame materiaal wat maklik skoongemaak kan word, bedek is nie;

(*e*) waarvan enige deel gebruik word as 'n slaapplek of 'n plek vir die bewaring of bereiding van kos, tensy die afdeling wat gebruik word vir die haarsnyersbedryf van sodanige afdeling of plek geskei is deur 'n muur of mure wat geen deure, vensters, openings of ander verbindings daarmee het nie.

22. Voorsiening van uitrusting.

(1) 'n Werkgewer moet, vir die gebruik van elke haarsnyersassistent, alle gereedskap en uitrusting verskaf wat nodig is om sy werk te verrig, behalwe—

(*a*) in die damesbedryf:
(i) krultange;
(ii) skêre;
(iii) kamme;
(iv) knippers (nie elektries nie);

(*b*) in die mansbedryf:
(i) knippers (nie elektriese nie);
(ii) skêre;
(iii) skeermesse;
(iv) nekborsel;
(v) kamme;
(vi) skeerriem.

(*c*) Die werkgewer moet op eie koste vir die gebruik van elke vakleerling, haarsnyer wat in sy inrigting werksaam is oorrokke en/of -jasse verskaf.

(*d*) In gevalle waar die werkgewer 'n „ kleurskema " in oorjasse en oorrokke ingevoer het was pas by die kleurskema van sy salon moet hy die vereiste oorrokke en oorjasse aan sy assistente verskaf.

(*e*) Die werkgewer moet die was- en strykdienste van oorjasse en oorrokke vir al sy werknemers op sy eie koste verskaf.

(2) 'n Werkgewer moet elke haarsnyersassistent voorsien van—

(*a*) minstens een ontsmettingskassie wat te alle tye 'n oplossing van minstens 40 persent formalin bevat vir die ontsmetting van alle gereedskap, behalwe skeerkwasse;

(*b*) 'n antiseptiese bak wat 'n oplossing van formalin in die verhouding van 'n ½ gelling water tot twee onse formalin bevat vir die ontsmetting van skeerkwasse;

(*c*) minstens twee skeerkwasse sodat een kwas wat nie in gebruik is nie in die antiseptiese bak gehou kan word;

(*d*) 'n skoongewasde handdoek vir die gebruik van die werknemer vir elke klant;

(*e*) vloeibare, poeier-of buisseep of skeerroom;

(*f*) 'n voorraad skoon papier om die gereedskap en veral die skeermes nadat dit geslyp is, skoon te maak;

(*g*) bloedstelpingsmiddel in die vorm van poeier of vloeistof om as sproeimiddel of op 'n vars-skoon stukkie watte gebruik te word;

(*h*) 'n bedekte vergaarbak om alle vuil papier en watte en hare na elke verrigting op te vang.

23. Siekte- en Werkloosheid-bystandsfonds.

(1) Hierby word daar 'n fonds ingestel, wat bekend staan as die „ Sickte- en Werkloosheids-bystandsfonds vir die Haarsnyersbedryf ", wat hierna „ die fonds " genoem word.

(2) Die doel van die fonds is die verskaffing van geneeskundige, siekte- en werkloosheidsbystand tydens siekte en werkloosheid aan lede op wie die ooreenkoms van toepassing is.

(3) (*a*) Die fonds word gefinansier uit bydraes ingevolge paragrawe (*b*) en (*c*) van hierdie subartikel.

(*b*) Vir doeleindes van die fonds moet elke werkgewer elke week onderstaande bedrae van die lone van elk van sy weekliks betaalde werknemers aftrek:—

(i) 1s. 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum loon £6. 13s. 6d. of meer per week is.

(ii) 1s. per week vir alle werknemers vir wie die voorgeskrewe minimum loon £4 of meer per week maar hoogstens £6. 13s. 5d. per week is.

(iii) 10d. per week for all employees for whom the prescribed minimum wages are £2. 17s. 9d. or more per week, but not exceeding £3. 19s. 11d. per week;

(iv) 6d. per week for all employees for whom the prescribed minimum wages are below £2. 17s. 9d., but not below £1. 1s. per week;

(v) 3d. per week for all employees for whom the prescribed minimum wage is less than £1. 1s. per week.

In the case of monthly paid employees the deductions shall be made monthly, and shall be at the rate of four and one-third times the weekly contributions specified above.

No deductions may be made from the remuneration due to an apprentice.

(c) Every working employer shall contribute 1s. 6d. per week on his own behalf.

(d) To the total so collected under sub-section (3) (b) of this section, the employer shall add a like amount and remit month by month "free of exchange", all collections under (3) (a), (b) and (c) of this section, to the Secretary of the Council, P.O. Box 1201, or 22-24, Shakespeare House, Johannesburg, not later than the 7th day of each and every month in the form prescribed in Annexure A to this Agreement.

(4) Subject to the provisions of sub-section (5) and to the rules governing the administration of the fund, a member who meets with an accident or becomes ill or unemployed shall be entitled—

(a) after he has contributed towards the fund for a period of 13 weeks, to—

(i) medical attention including the cost of X-ray examinations, operations, injections, specialists' investigations, anæsthetic fees, hospital and nursing home fees;

(ii) supplies on the authority of a prescription signed by a medical officer of the fund, of medicines, drugs, ointments, bandages and lotions;

(iii) sick pay equivalent to half the wages and cost of living allowance prescribed in the Agreement for such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of 8 weeks within any continuous period of 12 months calculated from the date on which he first became ill or met with an accident;

(b) after he has contributed towards the fund for a period of 26 weeks, to unemployment pay at the rate of—

(i) £2 per week in the case of a member referred to in sub-section (3) (b) (i) and (ii);

(ii) £1. 10s. per week in the case of a member referred to in sub-section (3) (b) (iii);

(iii) £1 per week in the case of a member referred to in sub-section (3) (b) (iv);

(iv) 10s. per week in the case of a member referred to in sub-section (3) (b) (v), in respect of any period or periods during which he is unemployed, but not exceeding a total period of 13 weeks within any continuous period of 12 months calculated from the date on which he first became unemployed:

Provided that—

(i) no member shall be entitled to sick pay or unemployment pay in respect of the first three days of sickness or the first two weeks of unemployment, as the case may be;

(ii) in cases of accidents only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941;

(iii) sick and unemployment pay shall not be payable simultaneously.

(5) Disbursements from the fund in respect of sick and unemployment pay shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence until the amount to the credit of the fund has again reached the figure of £200.

(6) The fund shall be administered by a management board consisting of three representatives of the employers and three representatives of the employees, appointed by the Industrial Council. The Administration shall be in accordance with the rules to be drawn up by the board, and approved of by the Council. The rules shall not be inconsistent with the provisions of this section and may, with the approval of the Council, be amended by the Board. A copy of the rules and any amendments thereto shall be lodged with the Secretary for Labour, and copies shall also be available at the head office of the Council, for inspection by any person engaged in the trade.

(7) (a) All moneys paid into the fund shall be deposited in a special banking account to be opened at a bank and/or institution approved of by the Council.

(b) All cheques drawn on the fund's account shall be signed by the Chairman, Vice-Chairman and by the Secretary of the Board.

(c) Surplus money in the fund may be placed on deposit with an approved Building Society or may be invested in Union Loan Certificates, provided that sufficient money is kept in such liquid form as will enable the management board to meet any claims on the fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(8) An employee residing within the Municipal Area of Johannesburg shall not be entitled to benefit unless he signs the unemployment register supplied by the Council and kept in its office twice a week, on Tuesdays and Thursdays, pro-

(iii) 10d. per week vir alle werknemers vir wie die voorgeskrewe minimum loon £2. 17s. 9d. of meer per week, maar hoogstens £3. 19s. 11d. per week is.

(iv) 6d. per week vir alle werknemers vir wie die voorgeskrewe minimum loon minder as £2. 17s. 9d. maar minstens £1. 1s. per week is.

(v) 3d. per week vir alle werknemers vir wie die voorgeskrewe minimum loon minder as £1. 1s. per week is.

In geval van maandeliks betaalde werknemers moet die aftrekkings maandeliks geskied en moet vier-en-een-derde maal die weeklikse bydraes wees wat hierbo gespesifiseer is. Geen aftrekking van die besoldiging aan 'n vakleerling verskuldig mag gemaak word nie.

(c) Elke werkende werkgewer moet 1s. 6d. per week namens homself bydra.

(d) By die totaal aldus ingevorder ingevolge subartikel (3) (b) van hierdie artikel moet die werkgewer 'n gelyke bedrag voeg en maandeliks alle invorderings ingevolge subartikels (3) (a), (b) en (c) van hierdie artikel „sonder kommissie" aan die Sekretaris van die Raad, Posbus 1201, of Shakespearehuis 22-24, Johannesburg, voor of op die 7de dag van elke maand in die vorm voorgeskryf by Aanhangsel A van hierdie Ooreenkoms stuur.

(4) Onderworpe aan die bepalings van subartikel (5) en aan die reëls vir die administrasie van die fonds is 'n lid wat 'n ongeluk oorkom of siek of werkloos word—

(a) na hy vir 'n tydperk van 13 weke tot die fonds bygedra het geregtig op—

(i) geneeskundige behandeling met inbegrip van die koste van X-straal-ondersoeke, operasies, inspuitings, ondersoeke deur spesialiteite, gelde vir die toediening van narkose en gelde vir hospitaal- en verpleeginrigtings;

(ii) voorrade medisyne, geneesmiddels, salf, verbande en wasmiddels op gesag van 'n voorskrif onderteken deur 'n geneesheer van die fonds;

(iii) siektebetaling gelyk aan die helfte van die loon en lewenskostetoelae wat in die Ooreenkoms vir sodanige lid voorgeskryf is, ten opsigte van enige tydperk of tydperke wat hy weens 'n ongeluk of siekte verhoed word om sy gewone loon te verdien, maar hoogstens vir 'n totale tydperk van 8 weke binne 'n aaneenlopende tydperk van 12 maande bereken vanaf die datum waarop hy begin siek word of 'n ongeluk oorgekom het;

(b) na hy vir 'n tydperk van 26 weke tot die fonds bygedra het geregtig op werkloosheidbetaling teen—

(i) £2 per week in geval van 'n lid genoem in subartikel (3) (b) (i) en (ii);

(ii) £1. 10s. per week in geval van 'n lid genoem in subartikel (3) (b) (iii);

(iii) £1 per week in geval van 'n lid genoem in subartikel (3) (b) (iv);

(iv) 10s. per week in geval van 'n lid genoem in subartikel (3) (b) (v) ten opsigte van enige tydperk of tydperke wat hy werkloos is, maar hoogstens 'n totale tydperk van 13 weke binne enige aaneenlopende 12 maande bereken vanaf die datum waarop hy begin werkloos word:

Met dien verstande dat—

(i) geen lid geregtig is op siektebetaling of werkloosheidbetaling ten opsigte van die eerste drie dae siekte of die eerste twee weke werkloosheid nie, na gelang van die geval;

(ii) in gevalle van ongelukke slegs sodanige bystand betaalbaar is as wat nie ingevolge die Ongevallewet, 1941, geëis kan word nie;

(iii) siekte- en werkloosheidsbetaling nie gelyktydig betaalbaar is nie.

(5) Uitbetalings uit die fonds ten opsigte van siekte- en werkloosheidsbetaling word gestaak as die bedrag tot krediet van die fonds benede £100 daal en die betaling van verdere bystand word nie hervat alvorens die bedrag tot krediet van die fonds weer die syfer £200 bereik het nie.

(6) Die fonds word geadministreer deur 'n bestuur wat bestaan uit drie werkgewersverteenwoordigers en drie werknemersverteenwoordigers aangestel deur die Nywerheidsraad. Die administrasie moet in ooreenstemming wees met die reëls wat deur die bestuur opgestel word en deur die Raad goedgekeur is. Die reëls mag nie teenstrydig wees met die bepalings van hierdie artikel nie en kan met goedkeuring van die Raad deur die bestuur gewysig word. 'n Kopie van die reëls en alle wysigings daarvan moet aan die Sekretaris van Arbeid voorgelê word en kopieë moet ook by die hoofkantoor van die Raad vir insae deur enige persoon werksaam in die bedryf beskikbaar wees.

(7) (a) Alle gelde wat in die fonds inbetaal word, moet in 'n spesiale bankrekening gedeponeer word wat by 'n bank en/of inrigting geopen is wat die Raad se goedkeuring wegdra.

(b) Alle tjeks wat uit die fonds se rekening opvragings doen, moet deur die voorsitter, ondervoorsitter en die sekretaris van die Raad geteken wees.

(c) Surplus geld in die fonds kan in deposito geplaas word by 'n goedgekeurde bougenootskap of kan in Unielening-sertifikate belê word, met dien verstande dat genoeg geld in sodanige likwide vorm gehou word dat die bestuur in staat sal wees om alle eise uit die fonds onmiddellik na hulle gedoen word uit te betaal.

(d) Alle onkoste aangegaan in verband met die administrasie van die fonds word uit die fonds gedek.

(8) 'n Werknemer wat binne die munisipale gebied Johannesburg woonagtig is, is nie op bystand geregtig tensy hy tweemaal per week, op Dinsdag en Donderdag, 'n werkloosheidsregister teken wat deur die Raad verskaf word en by

vided that this provision shall not apply to an employee who, due to illness or any other reason regarded by the Council as good and sufficient, is unable to sign the register and provided further that the employee shall not be required to sign the register on any Tuesday or Thursday which is a public holiday.

(9) A professional auditor or auditors shall be appointed annually by the Industrial Council at such remuneration as the Council may decide. The auditor or auditors shall, after the fund has commenced to pay benefits, audit the accounts of the fund at least annually and not later than the 30th May in each year and prepare a statement showing:—

(*a*) All moneys received—

(i) in terms of sub-section (3) hereof;

(ii) from any other sources; and

(*b*) expenditure incurred under all headings, during the period ended 30th April preceding, together with a statement showing the assets and liabilities of the fund. True copies of these statements, which shall be countersigned by the Chairman of the management board, and the auditor's reports thereon shall be available for inspection at the Council's office, to persons engaged or employed in the Hairdressing Trade, who shall be entitled to make copies thereof, or to take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(10) In the event of the expiry of this Agreement by effluxion of time or for any other cause, the fund shall continue to be administered by the management board, until it be either liquidated or transferred by the Council to any other fund constituted for the same purpose as that for which the original fund was created.

Signed on behalf of the parties at Johannesburg, this 6th day of December, 1943.

A. FRIEDLANDER,
Chairman of the Council.

H. BUCHOLTZ,
Vice-Chairman of the Council.

A. D. ZAKAR,
Acting Secretary of the Council.

die Raad se kantoor gehou word nie; met dien verstande dat hierdie bepaling nie van toepassing is op 'n werknemer wat weens siekte of om enige ander rede wat deur die Raad as goed en voldoende geag word nie instaat is om die register te teken nie; en verder met dien verstande dat van die werknemer nie vereis mag word om die register op enige Dinsdag of Donderdag wat 'n openbare vakansiedag is, te teken nie.

(9) 'n Professionele ouditeur of ouditeurs moet jaarliks deur die Nywerheidsraad aangestel word teen sodanige besoldiging as wat die Raad mag besluit. Die ouditeur of ouditeurs moet die rekenings van die fonds, nadat die fonds begin bystand uitbetaal het, minstens eenmaal per jaar en nie later as 30 Mei van elke jaar nie ouditeer en 'n staat opstel waarin onderstaande aangetoon word:—

(*a*) Alle gelde wat ontvang is—

(i) ingevolge subartikel (3) hiervan;

(ii) uit enige ander bronne; en

(*b*) onkoste aangegaan onder alle hoofde gedurende die tydperk geëindig 30 April voorafgaande, tesame met 'n staat waarop die bate en laste van die fonds aangetoon word. Juiste kopieë van hierdie state wat deur die voorsitter van die bestuur mede-onderteken is en die ouditeur se verslae daaroor moet by die Raad se kantoor vir die insae van persone wat die haarsnyersbedryf uitoefen of daarby werksaam is beskikbaar wees; hierdie persone moet geregtig wees om kopieë daarvan of uittreksels daaruit te maak. Gewaarmerkte kopieë van albei state en die ouditeur se verslag daaroor moet onmiddellik aan die Sekretaris van Arbeid gestuur word.

(10) In geval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verval, moet die fonds verder deur die bestuur geadministreer word tot dit deur die Raad gelikwideer of op 'n ander fonds oorgedra word wat vir dieselfde doel ingestel is as waarvoor die oorspronklike fonds geskep is.

Onderteken namens die partye, te Johannesburg, op hede die 6de dag van Desember 1943.

A. FRIEDLANDER,
Voorsitter van die Raad.

H. BUCHOLTZ,
Ondervoorsitter van die Raad.

A. D. ZAKAR,
Waarnemende Sekretaris van die Raad.

ANNEXURE "A".

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND).

MONTHLY RETURN BY EMPLOYER.

TO THE SECRETARY,
THE INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WIT.),
22-24 SHAKESPEARE HOUSE,
P.O. BOX 1201,
Phone 33-9375. JOHANNESBURG.

FOR OFFICE USE ONLY.
Month_____
Receipt No._____
Official_____

Employees' Scale of Contributions:

Qualified Male—
Sick Benefit..... 1s. 6d.
Union..... 1s. 2d.
Council..... 1s. 0d.

Qualified Female—
Sick Benefit..... 1s. 0d.

Union..... 7d.
Council..... 1s.

Council..... 1s.

Casual Hands—
Council (for Male or Female).. 3d.

Gen. Assistant—
Sick Benefit..... 6d.

Employers contribute to Council—
Qualified Hands (Male or Female) for each Saturday..... 1s.

Casual hands, for each week-end..... 3d.

To Sick Fund—
1s. for each Female; 1s. 6d. for each Male; 6d. for each Native and 1s. 6d. for each Partner.

RETURN for the Month of_____, 19__ THIS RETURN MUST BE LODGED WITH THE SECRETARY BY NOT LATER THAN THE 7TH DAY OF EACH AND EVERY MONTH, SUCCEEDING THE MONTH FOR WHICH THIS RETURN IS COMPLETED.

NAME OF SALOON_____ ADDRESS OF SALOON_____ P.O. BOX NO._____ PHONE NO._____

Name of Employee.	Sex.	Rate of Pay per Week or Month.	Qualified Q. Casual, C.	Union No.	Wit. Master Subs., £3. 3s. p.a., 5s. 3d. p.m.	Holiday Pay.	Employees' Contribution for each and every Saturday.			Employers' Contribution for each and every Saturday.	Total.
							To Union Subs.	To Industrial Council.	To Sick and Unemployment Benefit Fund.	To Industrial Council.	
IF NOT ENOUGH SPACE, USE REVERSE SIDE.						TOTAL £					

AANHANGSEL „A".

„INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WITWATERSRAND)".

MAANDELIKSE OPGAWE VAN WERKGEWER.

AAN DIE SEKRETARIS,
„INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (WIT.)",
SHAKESPEARE-HUIS 22-24,
POSBUS 1201,
FOON: 33-9375. JOHANNESBURG.

SLEGS VIR KANTOOR GEBRUIK.
Maand_____
Kwitansie No._____
Beampte_____

Werknemer se bydraeskaal.

Gekwalifiseerde man—
Siektebystand..... 1s. 6d.
Vakvereniging..... 1s. 2d.
Raad..... 1s. 0d.

Gekwalifiseerde vrou—
Siekte-bystand..... 1s. 0d.

Vakvereniging..... 7d.
Raad..... 1s. 0d.

Raad..... 1s.

Los werkers—
Raad (vir man of vrou)..... 3d.

Algemene Assistent—
Siekte-bystand..... 6d.

Werkgewers se bydraes tot Raad—
Gekwalifiseerde werkers (manlik of vroulik) vir elke Saterdag..... 1s.

Los werkers, vir elke naweek..... 3d.

Aan Siektefonds—
1s. vir elke vrou; 1s. 6d. vir elke man; 6d. vir elke naturel en 1s. 6d. vir elke vennoot.

OPGAWE vir die maand_____, 19____ HIERDIE OPGAWE MOET BY DIE SEKRETARIS INGEDIEN WORD VOOR OF OP DIE 7DE DAG VAN ELKE MAAND WAT VOLG OP DIE MAAND WAARVOOR HIERDIE OPGAWE INGEVUL IS.

NAAM VAN SALON_____ ADRES VAN SALON_____ POSBUS_____ FOON NO._____

Naam van werknemer.	Geslag.	Loon per week of maand.	Gekwalifiseerd—G. Los—L.	Vakvereniging-snommer.	„Wit. Master"-Ledegelde, £3. 3s. p.j., 5s. 3d. p.m.	Betaling vir vakansie.	Werknemer se bydrae elke Saterdag.			Werkgewer se bydrae elke Saterdag.	Totaal.
							Tot vakvereenigings ledegelde.	Tot nywerheidsraad.	Tot Siekte- en Werkloosheid-bystandsfonds.	Aan nywerheidsraad.	
INDIEN NIE GENOEG PLEK NIE GEBRUIK DAN KEERSY.						TOTAAL £					

✱ No. 2386.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.
PRINTING AND NEWSPAPER INDUSTRY.

I, WALTER BAYLEY MADELEY, Minister of Labour do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto which relates to the Printing and Newspaper Industry shall be binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the employers' organizations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organizations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 18 (inclusive), 20 to 22 (inclusive), 24 to 26 (inclusive) and 28 of the said Agreement shall be binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the other employers and employees engaged or employed in the said industry in the Union of South Africa; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, the provisions contained in clauses 1, 3 to 13 (inclusive), 14 (1) [except in so far as it refers to employees covered by clause 14 (4)], 14 (7), 17, 18, 20 to 22 (inclusive), 24, 25 and 28 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1937 by and between

The Federation of Master Printers of South Africa

and the

Newspaper Press Union of South Africa

(hereinafter referred to as the "employers' organisations"), of the one part; and

The South African Typographical Union

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

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall—

(*a*) be observed by all members of the employers' organisations who are engaged in the Printing and Newspaper Industry and by all members of the trade union who are employed in that industry and for whom wages are prescribed in section 4 of this Agreement; and

(*b*) apply to apprentices in so far as they are not inconsistent with the provisions of the Apprenticeship Act, 1922, or any amendment thereof, or any conditions fixed thereunder;

in the Union of South Africa. Provided, however, that section 14 (4) of the Agreement shall apply notwithstanding the aforegoing.

(2) The Union of South Africa shall for the purposes of this Agreement be classified into eight areas, viz., B, C, D, E, F, G, Ga and H. The said areas shall consist of:—

Area B.—The Province of the Cape of Good Hope, excluding those areas specified in Areas C, D, E and F.

Area C.—The Municipal Areas of Aliwal North and Burghersdorp and the Magisterial Districts of Barberton, Barkly East, Cradock, Dordrecht, Jansenville, Molteno and Steynsburg.

Area D.—The Municipal Areas of Grahamstown, Kingwilliamstown, Malmesbury, Queenstown, and Worcester, and the Magisterial Districts of Caledon, Ceres, Heidelberg (Cape), Paarl, Robertson, Somerset West, Stellenbosch, Swellendam, Strand, Tulbagh, Umtata and Wellington.

Area E.—Magisterial Districts of Bellville, the Cape, East London, Port Elizabeth, Simonstown, Uitenhage and Wynberg; Province of Natal, excluding Magisterial District of Durban; Province of the Orange Free State, excluding Magisterial Districts of Bloemfontein and Kroonstad; Province of the Transvaal, excluding Magisterial Districts of Barberton, Benoni, Brakpan, Boksburg, Germiston, Groblersdal, Heidelberg, Nigel, Vereeniging, Johannesburg, Klerksdorp, Krugersdorp, Middelburg, Pietersburg, Potchefstroom, Pretoria, Roodepoort, Springs, Standerton and Ventersdorp.

✱ No. 2386.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.
DRUK- EN NUUSBLADNYWERHEID.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die Druk- en Nuusbladnywerheid vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 30ste dag van Junie 1944, bindend is op die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 18, 20 tot en met 22, 24 tot en met 26 en 28 van genoemde Ooreenkoms vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 30ste dag van Junie 1945, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Unie van Suid-Afrika; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 13, 14 (1) [behalwe vir sover dit verwys na werknemers gedek deur klousule 14 (4)], 14 (7), 17, 18, 20 tot en met 22, 24, 25 en 28 van genoemde Ooreenkoms vanaf die 1ste dag van Januarie 1944 en vir die tydperk wat eindig op die 30ste dag van Junie 1944, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet *ingesluit is nie*.

WALTER B. MADELEY,
Minister van Arbeid.

BYLAE.

„NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA."

OOREENKOMS

ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen

„The Federation of Master Printers of South Africa"

en die

„Newspaper Press Union of South Africa"

(hierin verder genoem die „werkgewersorganisasies"), aan die een kant, en

„The South African Typographical Union"

(hierin verder genoem die „vakvereniging"), aan die ander kant;

wat die partye is by die „National Industrial Council of the Printing and Newspaper Industry of South Africa".

1. BESTEK VAN TOEPASSING.

(1) Die bepalings van hierdie Ooreenkoms stel in die Unie van Suid-Afrika vas—

(*a*) dat dit nageleef moet word deur alle lede van die werkgewersorganisasies wat in die druk- en nuusbladnywerheid werksaam is, en deur alle lede van die vakvereniging wat in daardie nywerheid in diens is vir wie in artikel 4 van hierdie Ooreenkoms lone voorgeskryf word; en

(*b*) dat dit op vakleerlinge van toepassing is, vir sover dit nie met die bepalings van die Vakleerlingen Wet, 1922, of enige wysiging daarvan, of enige voorwaardes ingevolge daarvan vasgestel, in stryd is nie;

met dien verstande egter dat artikel 14 (4) van die Ooreenkoms, nieteenstaande die voorafgaande, van toepassing is.

(2) Die Unie van Suid-Afrika word vir die doeleindes van hierdie Ooreenkoms in agt gebiede verdeel, nl., B, C, D, E, F, G, Ga en H. Die genoemde gebiede omvat:—

Gebied B.—Die Provinsie die Kaap die Goeie Hoop, met uitsondering van daardie gebiede wat in gebiede C, D, E en F vermeld word.

Gebied C.—Die munisipale gebiede Aliwal-Noord en Burghersdorp en die magistraatsdistrikte Barberton, Barkly-Oos, Cradoek, Dordrecht, Jansenville, Molteno en Steynsburg.

Gebied D.—Die munisipale gebiede Grahamstad, Kingwilliamstown, Malmesbury, Queenstown en Worcester, en die magistraatsdistrikte Caledon, Ceres, Heidelberg (Kaap), Paarl, Robertson, Somerset-Wes, Stellenbosch, Swellendam, die Strand, Tulbagh, Umtata en Wellington.

Gebied E.—Magistraatsdistrikte Bellville, die Kaap, Oos-Londen, Port Elizabeth, Simonstad, Uitenhage en Wynberg; Provinsie Natal, met uitsondering van die magistraatsdistrik Durban; Provinsie Oranje-Vrystaat, met uitsondering van die magistraatsdistrikte Bloemfontein en Kroonstad; Provinsie Transvaal, met uitsondering van die magistraatsdistrikte Barberton, Benoni, Brakpan, Boksburg, Germiston, Groblersdal, Heidelberg, Nigel, Vereeniging, Johannesburg, Klerksdorp, Krugersdorp, Middelburg, Pietersburg, Potchefstroom, Pretoria, Roodepoort, Springs, Standerton en Ventersdorp.

Area F.—Magisterial Districts of Barkly West, Groblersdal, Hay, Herbert, Kimberley, Klerksdorp, Middelburg (Transvaal), Pietersburg, Potchefstroom, Standerton, Ventersdorp and Kroonstad.

Area G.—Magisterial District of Durban.

Area Ga.—Magisterial District of Bloemfontein.

Area H.—Magisterial Districts of Benoni, Brakpan, Boksburg, Germiston, Heidelberg (Transvaal), Johannesburg, Krugersdorp, Nigel, Pretoria, Roodepoort, Springs and Vereeniging.

2. Period of Operation.

(1) This Agreement shall come into operation on the 1st January, 1944, and shall remain in force until the 31st December, 1945.

(2) The parties may by consent and in due form vary the terms of this Agreement and further may enter into supplementary agreements to operate concurrently with this Agreement.

(3) Notwithstanding anything to the contrary, this Agreement shall be subject to amendment or cancellation by the decision of a full meeting of the Council, in case of a national emergency arising. Either party may requisition such meeting of the Council on thirty days' notice.

3. Definitions.

Any expressions used in this Agreement which are defined in the Act shall have the same meanings as in the Act, and any reference to an Act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"agent" means a person appointed by the Council to carry out inspections on behalf of the Council;

"apprentice" means an employee who is bound by a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1922, or by a written contract of apprenticeship entered into with the consent of the Standing Committee in accordance with section 9 of the Agreement;

"cardboard-box making assistant" means an employee, not otherwise specially defined, employed in the manufacture or repair of cardboard boxes, whether rigid, collapsible or folded, or any other kind of container or article made from cardboard or paper or any compound of paper or like material substituted therefor;

"Chapel" means a group of employees in any establishment constituted as a Chapel in terms of the Constitution of the Trade Union;

"composing" means work which embraces in whole or in part the operation of typesetting machines, and/or the setting or arranging of type (including the product of typesetting and typecasting machines), blocks, plates and/or other necessary materials into a position for printing or embossing or making of rubber stamps therefrom (including type for the Gammeter Multigraph and similar printing machines) and/or the distribution of such material after use, and shall include the setting and preparation of formes used for cutting and/or creasing cardboard, paper or similar material or substitute therefor, for the manufacture of cartons and containers;

"corrugated cardboard machine assistant" means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing corrugated cardboard from paper or any compound of paper or like material substituted therefor;

"corrugated container machine assistant" means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing corrugated cardboard from paper or any compound of paper or like material substituted therefor;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa registered in terms of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act as constituted now or hereafter;

"designated trade" means a trade designated in terms of the Apprenticeship Act, 1922, and published in the *Government Gazette;*

"egg-box filler assistant" means an employee, not otherwise specially defined, employed upon making egg-box fillers by hand, or as an assistant on or about a machine manufacturing egg-box fillers;

"employers' organisation" shall be deemed to include any employers' organisation presently or hereafter becoming a member of the Council;

"envelope punching" means the punching of envelope blanks from any material, whether printed or not;

"establishment" or "house" means any place in which the printing and newspaper industry is carried on;

"Executive Committee" means the Executive Committee appointed in accordance with the provisions of the Constitution of the Council;

"experience" means a period of employment calculated without making any adjustment in respect of any short time or overtime worked during such employment;

Gebied F.—Magistraatsdistrikte Barkly-Wes, Groblersdal, Hay, Herbert, Kimberley, Klerksdorp, Middelburg (Transvaal), Pietersburg, Potchefstroom, Standerton, Ventersdorp en Kroonstad.

Gebied G.—Magistraatsdistrik Durban.

Gebied Ga.—Magistraatsdistrik Bloemfontein.

Gebied H.—Magistraatsdistrikte Benoni, Brakpan, Boksburg, Germiston, Heidelberg (Transvaal), Johannesburg, Krugersdorp, Nigel, Pretoria, Roodepoort, Springs en Vereeniging.

2. Termyn van toepassing.

(1) Hierdie Ooreenkoms tree in werking op 1 Januarie 1944 en bly van krag tot 31 Desember 1945.

(2) Die partye kan die bepalings van hierdie Ooreenkoms by onderlinge ooreenkoms en op 'n behoorlike wyse wysig en kan bowendien aanvullende ooreenkomste, wat gelyktydig met die Ooreenkoms van krag is, aangaan.

(3) Nieteenstaande enigiets die teenoorgestelde mag beteken, is hierdie Ooreenkoms in geval van 'n algemene noodtoestand volgens besluit van 'n volle vergadering van die Raad aan wysiging of intrekking onderhewig. Enige van die twee partye kan met kennisgewing van dertig dae sodanige vergadering van die Raad eis.

3. Woordbepalings.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word, wat in die Wet omskrywe is, het dieselfde betekenis as in die Wet, en enige verwysing na 'n Wet sluit enige wysiging daarvan in en, behalwe waar dit blykbaar anders bedoel word, sluit woorde wat die manlike geslag aandui ook vroueus in; verder, tensy dit met die inhoud in stryd is, beteken—

„Wet" die „Nywerheid-versoeningswet, 1937";

„agent", 'n persoon aangestel deur die Raad om namens hom inspeksies te doen;

„vakleerling", 'n werknemer wat deur 'n skriftelike-vakleerlingskapkontrak, geregistreer ingevolge die Vakleerlingen Wet, 1922, of deur 'n skriftelike vakleerlingskapkontrak aangegaan met die toestemming van die Staande Komitee ooreenkomstig artikel 9 van die Ooreenkoms, gebind is;

„assistent by die vervaardiging van kartondosies", 'n werknemer wat nie anders spesiaal omskryf is nie, werksaam in die vervaardiging of herstel van onbuigsame, opvoubare of gevoude kartondosies, of enige ander soort houer of artikel gemaak uit karton of papier of uit enige samestelling van papier of soortgelyke stof wat as plaasvervanger dien;

„Kapel", 'n groep werknemers wat in enige inrigting ingevolge die bepalings van die konstitusie van die Vakvereniging as 'n Kapel saamgestel is;

„settersvak", werk omvattende die hele of gedeeltelike hantering van setmasjiene en/of die set of rangskikking van letters (met inbegrip van die produk van set-en-gietmasjiene), blokke, plate en/of ander nodige materiaal in so'n posisie dat daarvan afgedruk of gegoufreer of gomlastiek stempels gemaak kan word (met inbegrip van letters vir die Gammeter Multigraaf en soortgelyke drukmasjiene) en/of die distribusie van sodanige materiaal na gebruik, en moet die stel en bereiding van vorms insluit wat by die sny en/of plooi van karton, papier of by soortgelyke materiaal of plaasvervanger daarvan vir die vervaardiging van bordpapierdosies en houers gebruik word;

„assistent by masjien vir gegolfde karton", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee gegolfde karton uit papier of enige samestelling van papier of soortgelyke materiaal as plaasvervanger, vervaardig word;

„assistent by masjien vir gegolfde papierhouers", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee gegolfde karton van papier of enige samestelling van papier of soortgelyke materiaal as plaasvervanger vervaardig word;

„Raad", die „National Industrial Council of the Printing and Newspaper Industry of South Africa", wat ingevolge die Nijverheid Verzoenings Wet, 1924, geregistreer is, en beskou as geregistreer te wees, ingevolge die Wet soos dit nou saamgestel is, of hierna saamgestel word;

„aangewese vak", 'n vak aangewys ingevolge die Vakleerlingen Wet, 1922, en bekendgemaak in die *Staatskoerant;*

„eierdopsstrokies-assistent", 'n werknemer wat nie anders spesiaal omskryf is nie en wat by die vervaardiging van eiersdoosstrokies (met die hand), in diens is, of as 'n assistent by of in verband met 'n masjien waarmee eierdoosstrokies vervaardig word;

„werkgewersorganisasie", die insluiting van enige werkgewersorganisasie wat nou 'n lid is of hierna 'n lid van die Raad word;

„koevertslaanwerk", die deurslag van koeverte in blanko uit enige stof, gedruk of nie;

„inrigting" of „huis", enige plek waar die druk- en koerantbedryf uitgeoefen word;

„Uitvoerende Komitee", die Uitvoerende Komitee wat ingevolge die bepalings van die Konstitusie van die Raad aangestel is;

„ervaring", 'n dienstermyn bereken sonder inagneming van enige kort- of oortyd wat gedurende sodanige diens gewerk is;

" fibre container machine assistant " means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing fibre containers;

" foreman " means an employee placed in charge of an establishment, or department thereof, who gives out work to employees under his control, and supervises its passage through the establishment or department, and maintains discipline and generally is responsible to the employer for the efficiency of the establishment or department;

" house half-holiday " means Saturday afternoon, except in establishments where another afternoon in the working week (other than Sunday) is substituted therefor;

" Industry " means the printing and newspaper industry;

" journeyman " means (*a*) a person who has served an apprenticeship to a trade in the industry in accordance with the requirements of the Apprenticeship Act, 1922, or in accordance with a written contract which was approved by the Standing Committee; or (*b*) a person who has proved to the satisfaction of a Joint Board or the Standing Committee his competence at the trade claimed and holds a written certificate to that effect; or (*c*) a person other than an apprentice in the last year of apprenticeship who holds a Grade I membership card of the Trade Union;

" Joint Board " means a Joint Board established in terms of the Constitution of the Council;

" litliographic machine " means a machine which prints by planographic process from a stone or metal surface, either direct or by offset from an intermediate roller, and shall include the machines known as the Rotaprint, Multilith and similar machines;

" milk-bottle disc machine assistant " means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing, printing and/or waxing milk-bottle discs;

" night work " means work performed on a regular shift, any portion of which falls between the hours of 6 p.m. on one day and 7 a.m. on the next. This shall not apply, however, in respect of newspaper work falling within the provisions of section 8 (1) (*d*) of this Agreement;

" paper-bag machine minder " means a journeyman employee who is qualified to adjust and supervise the operation of paper-bag making machines;

" paper-bag making employee " means an employee, not otherwise specially defined, employed as a maker of hand-made or machine-made paper bags, as attendant on paper-bag making machines, and/or as sorter, examiner or packer of paper bags;

" paper container machine assistant " means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing containers made of cardboard or paper or any compound of paper or like material substituted therefor;

" paper-cup machine assistant " means an employee, not otherwise specially defined, employed as an assistant on or about a machine manufacturing cups or similar containers from paper, cardboard, or any substitute therefor, either plain or waxed;

" paper-sack making employee " means an employee not otherwise specifically defined, and not being a labourer, employed as an assistant in the production of paper sacks, and/or as sorter, examiner or packer of paper sacks;

" perfecting machine " means a letter-press machine which prints on both sides of the paper before the sheet is delivered from the machine;

" piece-work " means any system by which an employee's earnings are based on quantity or output of work done;

" platen pressman " means an employee who is able to make ready and print all work on any platen machine, including locking-up formes in the machine chase, and who is registered as such by the Council. This designation applies only to such persons as were employed on such work or in this capacity in the industry in South Africa or Rhodesia prior to 1st January, 1926;

" Printing and Newspaper Industry " includes, *inter alia*, the following trades (together with the occupations and operations incidental thereto) whether or not the said trades, occupations and/or operations are carried on separately or collectively or in conjunction with printing or apart from printing: Composing, Proof-reading, Stereotyping and Electro-typing, Typecasting, Rubber-stamp making, Process Engraving, Photogravure, Letterpress Machine Minding, Lithography, Engraving and Die Stamping, Bookbinding, Ruling, Cutting, Printers' Warehousing, Envelope Making, Paper-bag Making, Cardboard Box Making, Printers' Engineering, Stationery Manufacturing, Ink-making and Ink-mixing, Silk Screen Process Printing, Duplicating, and the manufacture of Corrugated Cardboard, Corrugated Containers, Egg-box Fillers, Milk-bottle Discs, Cardboard Milk Bottles (waxed or unwaxed), Tubular Cardboard containers or any other shaped fibrous containers (with or without metal parts), toilet rolls, and gummed paper, the repairing of cardboard boxes and the printing on gummed paper, tape, gummed tape, tin, cloth, hessian or other materials, ticket and show card manufacturing whether by embossing, cutting or other process;

,, assistent by veselhouer-masjien ", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee veselhouers vervaardig word;

,, voorman ", 'n werknemer wat met die toesig oor 'n inrigting of 'n afdeling daarvan belas is, wat werk aan werknemers onder sy beheer toewys, asook oor die uitvoering daarvan in die inrigting of afdeling toesig hou en orde handhaaf, en gewoonlik teenoor die werkgewer vir die doeltreffendheid van die inrigting of afdeling verantwoordelik is;

,, halfdag-vakansie van 'n inrigting ", Saterdagnamiddag behalwe in inrigtings waar dit deur 'n ander namiddag (behalwe Sondag) in die werksweek vervang word;

,, nywerheid ", die druk- en nuusbladnywerheid;

,, vakman ", (*a*) 'n persoon wat 'r vakleerlingskaptermyn by 'n vak in die bedryf ooreenkomstig die vereistes van die Vakleerlingen Wet, 1922, deurgemaak het; of ooreenkomstig 'n skriftelike kontrak wat deur die Staande Komitee goedgekeur is; of (*b*) 'n persoon wat tot bevrediging van 'n Gesamentlike Raad of die Staande Komitee sy bevoegdheid in die vak waar hy aanspraak maak bewys het en wat in besit is van 'n skriftelike sertifikaat te dien effekte; of (*c*) 'n persoon behalwe 'n vakleerling in die laaste jaar van sy vakleerlingskaptermyn, wat in besit is van 'n lidmaatskapkaartjie, graad I, van die Vakvereniging;

,, Gesamentlike Raad ", 'n Gesamentlike Raad ingevolge die Konstitusie van die Raad saamgestel;

,, litografiese masjien ", 'n masjien wat òf regstreeks, òf deur afset van 'n tussenroller, deur middel van 'n planografiese proses van 'n klip- of metaaloppervlakte afdruk, en sluit die Rotadruk-, Multilith- en soortgelyke masjiene in;

,, assistent by melkbottelskyf-masjien ", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee melkbottelskywe vervaardig, gedruk en/of met was bestryk word;

,, nagwerk ", werk wat gedurende 'n gereëlde skof verrig word, waarvan enige gedeelte tussen die ure 6 nm. op een dag en 7 vm. op die volgende dag val. Dit is egter nie van toepassing op koerantwerk wat onder die bepalings van artikel 8 (1) (*d*) van hierdie Ooreenkoms val nie;

,, papierkardoesmasjienbediener ", 'n vakmanwerknemer wat gekwalifiseerd is om toesig oor die werk van papierkardoesvervaardigingsmasjiene te hou;

,, werknemer by die vervaardiging van papierkardoese ", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as vervaardiger van hand- of masjiengemaakte papierkardoese, bediener van masjiene waarmee papierkardoese vervaardig word, en/of sorteerder, nasiener of verpakker van papierkardoese;

,, assistent by papierhouer-masjien ", 'n werknemer wat nie anders spesiaal omskrywe is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee houers uit karton of papier of uit enige samestelling van papier of soortgelyke plaasvervangende materiaal, vervaardig word;

,, assistent by papierkelk-masjien ", 'n werknemer wat nie anders spesiaal omskryf is nie en wat in diens is as 'n assistent by of in verband met 'n masjien waarmee papierkelke, of soortgelyke houers uit papier, karton of plaasvervanger, òf gewoon, òf met was bestryk, vervaardig word;

,, werknemer by die vervaardiging van papiersakke ", 'n werknemer wat nie anders spesiaal omskryf is nie, en nie 'n arbeider is nie, as 'n assistent werksaam by die vervaardiging van papiersakke, en/of sorteerder, nasiener of verpakker van papiersakke;

,, presiesmasjien ", 'n drukpersmasjien wat op albei kante van die vel papier druk voordat dit uit die masjien kom;

,, stukwerk ", enige stelsel waarby die verdienstes van 'n werknemer volgens hoeveelheid of omset van gedane werk bepaal word;

,, degelpersdrukker ", 'n werknemer wat in staat is om alle werk vir enige degelpers gereed te maak en af te druk, met inbegrip van sluit van vorms in die masjienraam, en wat as sulks deur die Raad geregistreer is. Hierdie benaming is alleen van toepassing op daardie persone wat op sodanige werk of in hierdie hoedanigheid in die nywerheid in Suid-Afrika of Rhodesië voor 1 Januarie 1926 in diens was;

,, druk- en nuusbladnywerheid ", onder meer ook die volgende vakke (met inbegrip van die daarmee verbonde beroepe en werksaamhede) afgesien daarvan of die genoemde vakke, beroepe en/of werksaamhede afsonderlik of gesamentlik of tesaam met of weg van die drukwerk beoefen word: letterset, proeflees, stereotipeer en elektrotipeer, lettergiet, maak van rubberstempels, sinkografie, fotogravure, drukpersmasjienbediening, steendrukwerk, graveer en verhewe stempel, boekbind, linieer, papiersny, drukkerspakhuiswerk, maak van koeverte, kardoes- en kartondose, drukkersingenieurswerk, vervaardiging van skryfbehoeftes, syskerm-prosesdrukwerk duplisering en die vervaardiging van gegolfde karton, gegolfde houers, eierdoosstrokies, karton melkbottelskyfies, karton melkbottels (met was bestryk of nie), buisvormige kartonhouers, of enige ander gevormde veselagtige houers (met of sonder metaaldele), rolle toiletpapier, en gelynde papier, die herstel van kartondose en drukwerk op gelynde papier, band, gomband, blik, weefstof, sakmateriaal of ander stof;

" printers' assistant " means an employee employed in a technical or mechanical capacity in the industry [excluding journeymen, apprentices, solid typesetters, platen pressmen, operatives of hand-lever cutting machines, quarter binders, monotype caster attendants, paper-bag making employees, and employees referred to in section 4 (6)] and includes cardboard-box making assistant, corrugated cardboard machine assistant, paper container machine assistant, egg-box filler assistant (hand or machine), fibre container machine assistant, milk-bottle disc machine assistant, paper-cup machine assistant and toilet-roll machine assistant;

" quarter " means the three-monthly periods commencing on the first day of January, April, July and October;

" quarter binder " means an employee (other than a journeyman or apprentice) who is employed on quarter-bound work;

" rotary cellulose film-converter operator " means a journeyman employee employed in a technical or mechanical capacity in the operating of a rotary cellulose film-converter;

" rotary machine " means a machine in which the paper is carried from a reel by a rotating cylinder against a rotating printing surface from which the impression is taken, but does not include toilet-roll machines with printing attachments;

" Secretary " means the Secretary of the Council;

" sewing machine mechanic " means a journeyman employee who is qualified to make adjustments to, and supervise the operation of, sewing machines for the manufacture of paper sacks.

" sewing machine assistant mechanic " means an assistant to a sewing machine mechanic;

" short time " means the time actually worked by an employee in an establishment when such time has been reduced to less than the usual working hours in that establishment;

" silk-screen process printing " means the process of printing or duplicating through a screen made of silk or similar material;

" solid typesetter " means an employee engaged upon the setting and distribution of solid news matter for newspapers and who holds an exemption certificate from the Council and/or the Inspector of Apprenticeship permitting him to perform this class of work which is otherwise part of the work of journeymen compositors and apprentices to the trade of composing;

" Standing Committee " means the Standing Committee appointed in accordance with the provisions of the Constitution of the Council;

" task work " means work which requires the completion by an employee of a definite amount of work in a specified time;

" toilet-roll machine assistant " means an employee not otherwise specially defined employed as an assistant on or about a machine manufacturing toilet rolls;

" tubing machine minder " means a journeyman employee qualified to make all adjustments to and supervise the operation of tubing machines used in the manufacture of paper sacks;

" tubing machine minder learner " means a learner assistant to a tubing machine minder;

" two-colour machine " means a machine with two ink-ducts for printing more than one colour at one passage of the paper through the machine and normally used for printing two-colour work at one operation;

" working week " means the customary pay-week of an establishment.

4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following for the area concerned, except as provided in section 13 of this Agreement:—

(*a*) *Foremen.*—A foreman shall be paid not less than the wages specified in Table I, Scale 2, for day work, and Scale 3 for night work.

(*b*) *Journeymen.*—(i) Journeymen not otherwise specified shall be paid not less than the wages specified in Table I, Scale 1, for day work and Scale 2 for night work.

(ii) Typesetting machine operators and rotary cellulose film converter operators shall be paid not less than the wages specified in Table I, Scale 2, for day work and Scale 3 for night work, except as provided in section 21 (4) (*a*) of this Agreement.

(iii) Compositors employed temporarily on typesetting machines shall be paid not less than typesetting machine operator's hourly rate of wages for all such time at the machine, and operators employed temporarily on hand composing shall be paid typesetting machine operators' wages, provided that if a compositor is employed on a typesetting machine for more than twenty hours in any one week he shall be paid typesetting machine operators' wages for the whole of that week.

(iv) Operator-mechanics: Any typesetting machine operator whose duty it is to maintain one or more typesetting machines in running condition shall be designated operator-mechanic and paid not less than the wages specified in Table I, Scale 3, for day work and Scale 4 for night work. The rules affecting the employment of operator-mechanics are set forth in section 21 (4) (*d*).

(v) Lithographers on offset machines larger than double demy, who have had six months' experience of such machines, shall be paid not less than the wages specified in Table I, Scale 2, for day work and Scale 3 for night work.

" drukkershulp ", 'n werknemer in diens in die nywerheid in 'n tegniese of werktuigkundige hoedanigheid [met uitsondering van vakmanne, vakleerlinge, platsetters, degelpersdrukkers, handsnymasjienwerkers, kwartobinders, monotiepgietershulpe, werknemers wat kardoese vervaardig, en werknemers in artikel 4 (6) genoem], met inbegrip van assistente by die vervaardiging van kartondose, assistente by masjiene vir gegolfde karton, assistent by die vervaardiging van papierhouers, cierdoosstrokies-assistent (hand of masjien), assistente by vesseldoos-, melkbottelskyf-, papierkelk- en toiletpapiermasjiene;

" kwartaal ", die drie-maandelikse termyne wat op die eerste dag van Januarie, April, Julie en Oktober begin;

" kwartobinder ", 'n werknemer (behalwe 'n vakman of 'n vakleerling) in diens op kwartobindwerk;

" operateur van rotasie-sellulose-filmomvormer ", 'n vakmanwerknemer in diens in 'n tegniese of werktuigkundige hoedanigheid by die bediening van 'n rotasie-sellulose-film-omvormer;

" rotasiemasjien ", 'n masjien waarby die papier deur 'n draaiende silinder van 'n rol gevoer word teen 'n draaiende drukvlak waarvan die afdruk geneem word; maar met uitsondering van toiletpapier-masjiene met druk-toerusting;

" Sekretaris ", die Sekretaris van die Raad;

" naaimasjienwerktuigkundige ", 'n vakman-werknemer wat gekwalifiseerd is om herstelwerk te verrig aan, en toesig te hou oor die werking van naaimasjiene vir die vervaardiging van papiersakke;

" assistent-werktuigkundige by 'n naaimasjien ", 'n assistent van 'n naaimasjien-werktuigkundige;

" korttyd ", die tyd werklik deur 'n werknemer in 'n inrigting gewerk, wanneer sodanige tyd tot minder as die gebruiklike werkure in daardie inrigting verminder is;

" syskerm-prosesdrukwerk ", die druk- of afdrukproses deur 'n skerm van sy of soortgelyke materiaal gemaak;

" platsetter ", 'n werknemer werksaam met die set en distribusie van die uitsluitlike nuusgedeelte vir nuusblaaie en in besit van 'n vrystellingsertifikaat uitgereik deur die Raad en/of die Inspekteur van Vakleerlinge en wat hom toelaat om hierdie soort werk te doen wat andersins deel van die werk van vakman- of vakleerling-lettersetters is;

" Staande Komitee ", die Staande Komitee aangestel ingevolge die bepalings van die konstitusie van die Raad;

" taakwerk ", 'n bepaalde hoeveelheid werk wat binne 'n bepaalde tyd deur 'n werknemer voltooi moet word;

" assistent by toiletpapier-masjien ", 'n werknemer wat nie anders spesiaal omskryf is nie in diens as 'n assistent by of in verband met 'n masjien waarmee rolle toiletpapier vervaardig word;

" buismasjienbediener ", 'n vakman-werknemer gekwalifiseerd om alle herstelwerk te verrig aan, en toesig te hou oor die werking van buismasjiene wat gebruik word by die vervaardiging van papiersakke;

" leerling by 'n buismasjienbediener ", 'n leerlingassistent by 'n buismasjienbediener;

" tweekleur-masjien ", 'n masjien met twee inkkanale om meer as een kleur te gelyk te druk, hoewel die papier maar eenmaal deur die masjien gaan en gewoonlik gebruik om werk in twee kleure met dieselfde slag te druk;

" werkweek ", die gebruiklike weeklikse betaalweek van 'n inrigting.

4. LONE.

(1) Behalwe soos waarvoor in artikel 13 van hierdie Ooreenkoms voorsiening gemaak is, mag geen werkgewer lone betaal en geen werknemer lone teen laer as onderstaande skale vir die betrokke gebied aanneem nie:—

(*a*) *Voormanne.*

Aan 'n voorman mag nie minder as die lone voorgeskryf in Tabel I, Skaal 2, vir dagwerk, en Skaal 3 vir nagwerk, betaal word nie.

(*b*) *Vakmanne.*

(i) Aan vakmanne, wat nie anders bepaal word nie, moet minstens die lone voorgeskryf in Tabel I, Skaal 1, vir dagwerk, en Skaal 2 vir nagwerk betaal word.

(ii) Masjiensetters en operateurs van rotasie-sellulose-film-omvormers moet, behalwe soos waarvoor in artikel 21 (4) (*a*) van hierdie Ooreenkoms voorsiening gemaak, betaal word teen minstens die lone voorgeskryf in Tabel I, Skaal 2, vir dagwerk, en Skaal 3, vir nagwerk.

(iii) Aan lettersetters wat tydelik op setmasjiene werksaam is, mag nie minder betaal word as wat die masjiensetters se loonskale per uur is nie, vir alle sodanige tyd by 'n masjien deurgebring, en aan operateurs tydelik werksaam met handletterset moe dieselfde lone as masjiensetters betaal word; met dien verstande dat as 'n lettersetter vir meer as twintig uur in enige afsonderlike week werksaam was op 'n setmasjien, hy dieselfde loon as 'n masjiensetter vir die hele sodanige week moet ontvang.

(iv) *Masjiensetter-werktuigkundige.*—Enige masjiensetter, wat moet toesien dat een of meer setmasjiene in bedryfstoestand is, word 'n masjiensetter-werktuigkundige genoem, en moet teen minstens die lone voorgeskryf in Tabel I, Skaal 3, vir dagwerk, en Skaal 4, vir nagwerk, betaal word. Die reëls wat die diens van 'n masjiensetter-werktuigkundige raak, word in artikel 21 (4) (*d*) vermeld.

(v) Steendrukkers; wat werk met groter afsetmasjiene as dubbel-kleinmediaan en met ses maande ervaring van sodanige masjiene, moet teen minstens die loon voorgeskryf in Tabel I, Skaal 2, vir dagwerk, en Skaal 3, vir nagwerk, betaal word.

(vi) Letterpress machine minders operating two-colour or perfecting machines, who have had six months' experience of such machines, shall be paid not less than the wages specified in Table I, Scale 2 for day work and Scale 3 for night work.

(vii) Letterpress machine minders responsible for the operation and supervision of rotary machines engaged upon the production of newspapers and magazines shall be paid not less than the wages specified in Table I, Scale 2 for day work and Scale 3 for night work.

TABLE I.

Weekly Wages Payable to Journeymen.

Area.	Journeymen Employed on Day Work.	Journeymen Employed on Night Work, Foremen, Rotary Cellulose Film-Converter Operators, T.M. Operators, Offset Litho, Two-colour, Perfecting and Rotary Machine Minders Employed on Day Work.	Foremen, T.M. Operators, Rotary Cellulose Film-Converter Operators, Offset Litho, Two-colour, Perfecting and Rotary Machine Minders Employed on Night Work	Operator-Mechanics Employed on Day Work.	Operator-Mechanics Employed on Night Work.
	Scale 1.	Scale 2.	Scale 3.	Scale 4.	
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
"B"	6 11 0	7 4 0	7 18 6	8 14 3	9 7 6
"C"	7 1 0	7 15 0	8 10 6	9 7 6	9 17 6
"D"	7 3 6	8 3 3	8 19 6	9 17 6	10 5 3
"E"	7 14 0	8 9 6	9 6 6	10 5 3	10 12 6
"F"	7 19 9	8 15 9	9 13 3	10 12 6	11 5 0
"G"	8 9 0	9 6 0	10 4 6	11 5 0	11 12 6
"Ga"	8 7 0	9 3 9	10 2 3	11 2 6	11 11 9
"H"	8 14 0	9 11 6	10 10 9	11 11 9	12 0 0

NOTES TO TABLE I.

(i) The wages specified in Table I include 1s. per week, being the employer's contribution to the Joint Unemployment Fund and the General Fund of the Council, as provided for in section 14 of this Agreement.

(ii) The wages specified above shall be payable whilst the retail price index remains above 1238 and below 1258, and shall be subject to adjustment in accordance with variations in the retail price index, and in accordance with the procedure herein prescribed, and as follows:—

Should the retail price index rise to 1258 or above, an increase of 2s. 6d. per week shall become effective in the wages specified in Scale 1 for such areas, and for each further 20 points by which the retail price index rises above 1258, a further increase of wages of a like amount shall become effective. Should the retail price index show a decline of points reductions shall become effective by the same amounts at the same stages in the decline as at the increases, provided, however, that the wages shall never fall below £5 in Area "B", £5. 10s. in Area "C", £5. 14s. in Area "D", £6 in Area "E", £6. 5s. in Area "F", £6. 15s. in Areas "G" and "Ga", and £7 in Area "H", and should an index figure otherwise indicate a lower wage, the aforesaid wages shall be applicable, but a subsequent increase, however, shall be calculated on a normal progression based on the present scale for the areas concerned. Any adjustment of wages in Scale 1, either upwards or downwards, shall be reflected proportionately in Scales 2, 3 and 4.

(iii) For the purpose of deciding what adjustment of wages may from time to time be necessary, the retail price index referred to in paragraph (ii) of these notes shall be the figures supplied in the Monthly Bulletin of Union Statistics relating to food, fuel, light, rent and sundries for the nine principal towns of the Union of South Africa (regarded as a whole), on the 1938 basis, and such shall be regarded as final.

(iv) The Chairman of the Council shall obtain a statement from the Joint Honorary Secretaries of the Council showing the average retail price index for each quarter, and shall, within a period of two weeks, notify the Employers' Organisations and the Trade Union of any adjustment of wages which may be necessary. Such adjustment shall become operative on the first day of the second month following the quarter on which the wage adjustment is calculated. A supplementary agreement may be concluded in terms of the Constitution of the Council for the purpose of giving effect to any alteration of wages.

(c) *Employees other than those specified in Paragraphs (a) and (b) of this Sub-section.*—(i) *Printers' Assistants.*—Printers' assistants shall be paid not less than the rates of wages specified in Table II for day work and Table III for night work, according to their experience in the industry.

(ii) *Platen Pressmen.*—Platen Pressmen shall be paid not less than the rates of wages specified in Table X.

(iii) *Quarter Binders.*—Quarter binders shall be paid not less than the rates of wages specified in Table VII, according to their experience as quarter binders.

(iv) *Solid Typesetters.*—Solid typesetters shall be paid not less than the rates of wages specified in Tables II, III, IV and V.

(v) *Monotype Caster Attendants.*—Monotype caster attendants shall be paid not less than the rates of wages specified in Tables III and V for day work and Table VI for night work, according to their experience in the industry.

(vi) *Paper-bag Making Employees.*—Employees engaged on paper-bag making (hand or machine made) shall be paid not less than the rates of wages specified in Table VIII.

(vi) Letterpers-drukkers wat twee-kleur- of presicsmasjiene bedien en met ses maande ervaring van sodanige masjiene, moet teen minstens die lone voorgeskryf in Tabel I, Skaal 2, vir dagwerk en Skaal 3, vir nagwerk, betaal word.

(vii) Letterpersdrukkers wat verantwoordelik is vir die bediening van en toesig oor rotasiemasjiene vir die druk van nuusblaaie en tydskrifte, moet teen minstens die lone voorgeskryf in Tabel I, Skaal 2, vir dagwerk, en Skaal 3, vir nagwerk, betaal word.

TABEL I.

Weeklikse lone aan vakmanne betaalbaar.

Gebied.	Vakmanne op dagwerk.	Vakmanne op nagwerk, voormanne, operateurs van rotasie selluloosfilmomvormers, masjiensetters, afset, litho, bedieners van tweekleurpresies- en rotasiemasjiene op dagwerk.	Voormanne, masjiensetters, operateurs van rotasie selluloosfilmomvormers, afset, litho, bedieners van tweekleurpresies- en rotasiemasjien op nagwerk; masjiensetterwerktuigkundiges op dagwerk.	Masjiensetterwerktuigkundiges op nagwerk.
	Skaal 1.	Skaal 2.	Skaal 3.	Skaal 4.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
B....	6 11 0	7 4 0	7 18 6	8 14 3
C....	7 1 0	7 15 0	8 10 6	9 7 6
D....	7 8 6	8 3 3	8 19 6	9 17 6
E....	7 14 0	8 9 6	9 6 6	10 5 3
F....	7 19 9	8 15 9	9 13 3	10 12 6
G....	8 9 0	9 6 0	10 4 6	11 5 0
Ga...	8 7 0	9 3 9	10 2 3	11 2 6
H....	8 14 0	9 11 6	10 10 9	11 11 9

AANTEKENINGS BY TABEL I.

(i) By die lone gespesifiseer in Tabel I is een sjieling per week ingesluit wat die werkgewer se bydrae is aan die Gesamentlike Werkloosheidsfonds en die Algemene Fonds van die Raad, soos bepaal in artikel 14 van hierdie Ooreenkoms.

(ii) Die lone hierbo gespesifiseer is betaalbaar terwyl die kleinhandelprysindeks bokant 1238 en onderkant 1258 bly, en is aan verrekening onderhewig in ooreenstemming met veranderings in die kleinhandelprysindeks, en in ooreenstemming met die prosedure wat hierin beskryf word, en wel as volg:—

Ingeval die kleinhandelprysindeks tot 1258 of hoër styg, word die lone genoem in Skaal 1 vir sodanige gebiede met 2s. 6d. per week verhoog en vir elke verdere 20 punte waarby die kleinhandelprysindeks hoër as 1258 styg, is 'n verdere verhoging van lone van 'n gelyke bedrag betaalbaar. Ingeval die kleinhandelprysindeks 'n daling van punte aantoon moet verminderings met dieselfde bedrae en op dieselfde stadiums in die verminderings as in die geval van die styging plaasvind; met dien verstande egter dat die lone nooit onder £5 in gebied B, £5. 10s. in gebied C, £5. 14s. in gebied D, £6 in gebied E, £6. 5s. in gebied F, £6. 15s. in gebiede G en Ga en £7 in gebied H, mag val nie, en ingeval 'n indekssyfer andersins 'n laer loon aandui, is die bogemelde lone toepaslik, maar 'n daarop-volgende styging moet egter bereken word op 'n normale opklimming baseer op die teenswoordige skaal van die betrokke gebiede. Enige vermindering of verhoging van lone in Skaal 1, moet eweredig in Skale 2, 3 en 4 aangetoon word.

(iii) By die bepaling van hersiening van lone wat van tyd tot tyd nodig mag wees, is die kleinhandelprysindekse waarna in paragraaf (ii) van hierdie aantekenings verwys word, die syfers bevat in die Maand-bulletin van Unie-statistiek betreffende voedsel, brandstof, lig, huurgeld en diverse, vir die nege vernaamste stede van die Unie van Suid-Afrika (beskou as 'n geheel), met die jaar 1938 tot basis, en moet as finaal beskou word.

(iv) Die Voorsitter van die Raad moet 'n staat, wat die gemiddelde kleinhandelprys-indekssyfer vir elke kwartaal aantoon, van die Gesamentlike Ere-sekretaris van die Raad verkry, en moet die werkgewersorganisasies en die vakvereniging binne 'n tydperk van twee weke in kennis stel van enige loonhersienings wat nodig mag wees. Sodanige hersiening tree in werking op die eerste dag van die tweede maand wat volg op die kwartaal waarop die loonhersiening bereken word. 'n Aanvullingsooreenkoms kan ingevolge die konstitusie van die Raad gesluit word ten einde enige verandering in lone van krag te maak.

(c) *Werknemers behalwe dié genoem in paragrawe (a) en (b) van hierdie subartikel.*—(a) *Drukkershulpe.*—Aan drukkershulpe moet minstens die lone voorgeskryf in Tabel II vir dagwerk, en Tabel III vir nagwerk, volgens hulle ervaring in die bedryf, betaal word.

(ii) *Degelpersdrukkers.*—Aan degelpersdrukkers moet minstens die lone voorgeskryf in Tabel X betaal word.

(iii) *Kwartobinders.*—Aan kwartobinders moet minstens die lone voorgeskryf in Tabel VII, volgens hulle ervaring as kwartobinders, betaal word.

(iv) *Platsetters.*—Aan platsetters moet minstens die lone voorgeskryf in Tabelle II, III, IV en V betaal word.

(v) *Monotiepgietershulpe.*—Aan monotiepgietershulpe moet minstens die lone voorgeskryf in Tabelle III en V vir dagwerk, en Tabel VI vir nagwerk, volgens hulle ervaring in die bedryf, betaal word.

(vi) *Werknemers by die vervaardiging van kardoese.*—Aan werknemers in diens by die vervaardiging van kardoese (hand- of masjiengemaak) moet minstens die lone gespesifiseer in Tabel VIII betaal word.

(vii) *Operatives of Hand-lever Cutting Machines.*—Employees engaged on the operation of hand-lever cutting machines shall be paid not less than the highest rates of wages specified for males in Table VII.

(viii) *Envelope Punchers.*—Employees engaged on envelope punching shall be paid not less than the rates of wages specified in Table XII.

(ix) *Tubing Machine Minder Learners.*—Learners to the trade of tubing machine minding shall be paid not less than the wages specified in Table XIII,

(x) *Sewing Machine Assistant Mechanics.*—Employees engaged on assisting sewing machine mechanics shall be paid not less than the rate specified in Table IV for solid typesetters during their fifth year of experience.

(xi) *Paper-sack Making Employees.*—Employees engaged on paper-sack making shall be paid not less than the rates of wages specified in Table VIII.

(*d*) *Adjustment of Wage Rates of Employees specified in Paragraphs (c) and (g) hereof.*—The weekly wages provided for all employees specified in paragraphs (*c*) and (*g*) hereof shall be subject to an increase or decrease in accordance with the principles and procedure provided for in the notes (ii), (iii) and (iv) to Table I above, save that, instead of an increase or decrease of 2s. 6d. becoming effective at the stages specified, the increase or decrease shall be—

1s. per week for all employees whose weekly wages are specified in the published tables to be 30s. or less;

1s. 3d. per week for all employees whose weekly wages are specified in the published tables to be over 30s. but not more than 40s;

1s. 6d. per week for all employees whose weekly wages are specified in the published tables to be over 40s. but not more than 50s.;

1s. 9d. per week for all employees whose weekly wages are specified in the published tables to be over 50s. but not more than 60s.;

2s. per week for all employees whose weekly wages are specified in the published tables to be over 60s. but not more than 70s.;

2s. 3d. per week for all employees whose weekly wages are specified in the published tables to be over 70s. but less than journeyman's rate.

(*e*) *Minors Awaiting Indenture.*—Minors employed in a designated trade during the period for which employment without a contract of apprenticeship is permissible under the Apprenticeship Act, 1922, shall be paid not less than the rates of wages specified in Table IX, according to their educational qualifications and experience in a designated trade.

(*f*) *Printers' Labourers.*—Persons employed in the unskilled occupations of the industry, not otherwise specified in this Agreement, shall be paid not less than the wages specified in a supplementary Agreement.

(*g*) *Drivers of Motor Vehicles.*—Persons employed as drivers of motor vehicles shall be paid not less than the wages specified in Table XI.

(*h*) With the exception of sections 14 (1), (4), (6), (7) and (8) and 15 (4), no other conditions of this Agreement shall apply to the employment of employees specified in paragraphs (*f*) and (*g*) hereof and sub-section 4 (6) hereof unless provided for in a Schedule or agreement published hereafter.

TABLE II.

Weekly Wages Payable to Printers' Assistants on Day Work; and Solid Typesetters on Day Work during the First Four Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Fourth Year.	After Four Years.*
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"B".....	26 6	28 0	29 6	33 6	36 0	39 9	42 6	45 6
"C".....	28 0	29 6	31 9	36 0	39 9	43 3	45 0	48 0
"D".....	31 0	36 9	39 9	43 9	48 3	51 3	54 9	57 9
"E".....	33 0	38 0	42 0	46 6	50 0	54 3	57 9	60 9
"F".....	34 9	41 0	44 3	48 3	51 3	57 9	65 0	67 9
"G".....	33 0	38 0	42 0	46 6	51 3	57 9	65 0	67 9
"Ga".....	34 9	44 3	51 3	57 9	65 0	71 0	78 3	81 0
"H".....	41 0	51 3	57 9	65 0	71 0	78 3	81 0	84 0

* Printers' Assistants only. For continuation of scales for other employees, see following tables.

TABLE III.

Weekly Wages Payable to Printers' Assistants on Night Work; Solid Typesetters on Night Work during the First Four Years of their Experience; and Monotype Caster Attendants on Day Work during their First Four Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Fourth Year.	After Four Years.*
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"B".....	29 3	30 9	32 6	36 9	39 6	43 9	46 9	50 0
"C".....	30 9	32 6	35 0	39 6	43 9	47 6	49 6	52 9
"D".....	34 0	40 6	43 9	48 3	53 0	56 6	60 3	63 6
"E".....	36 3	41 9	46 3	51 3	55 0	59 9	63 6	66 9
"F".....	38 3	45 0	48 9	53 0	56 6	63 6	71 6	74 6
"G".....	36 3	41 9	46 3	51 3	56 6	63 6	71 6	74 6
"Ga".....	38 3	48 9	56 6	63 6	71 6	78 0	86 0	89 0
"H".....	45 0	56 6	63 6	71 6	78 0	86 0	89 0	92 6

NOTE.—The wages in this table are 10 per cent. higher than those in Table II.
* Printers' Assistants only. For continuation of scales for other employees, see following tables.

(vii) *Handsnymasjienwerkers.*—Aan werknemers in diens by die bediening van handsnymasjiene moet minstens die hoogste lone voorgeskryf vir mans in Tabel VII betaal word.

(viii) *Koevertslaners.*—Werknemers in diens op koevertslaanwerk moet minstens die loonskale betaal word wat in Tabel XII voorgeskryf is.

(ix) *Leerlinge by buismasjienbedieners.*—Leerlinge in die vak buismasjienbediening moet minstens die lone betaal word wat in Tabel XIII voorgeskryf is.

(x) *Assistente by naaimasjienwerktuigkundiges.*—Werknemers in diens om naaimasjienwerktuigkundiges by te staan, moet minstens die loon betaal word wat in Tabel IV vir platsetters gedurende hulle vyfde jaar ervaring bepaal is.

(xi) *Papiersakvervaardigingswerknemers.*—Werknemers in diens op papiersakvervaardiging moet minstens die lone betaal word wat in Tabel VIII voorgeskryf is.

(*d*) *Verandering van loonskale van werknemers in paragrawe (c) en (g) hiervan bepaal.*—Die weeklikse lone voorgeskrywe vir alle werknemers bepaal in paragrawe (*c*) en (*g*) hiervan, is onderworpe aan 'n styging of daling ooreenkomstig die grondbeginsels en prosedure waarvoor in die aantekeninge (ii), (iii) en (iv) van bostaande Tabel I voorsiening gemaak is, behalwe dat in stede van 'n vermeerdering of vermindering van 2s. 6d. wat op die stadiums wat bepaal is, betaal word, die vermeerdering of vermindering moet wees:—

1s. per week vir alle werknemers wie se weeklikse lone in die gepubliseerde tabelle 30s. of minder is.

1s. 3d. per week vir alle werknemers wie se weeklikse lone wat in die gepubliseerde tabelle meer as 30s., maar onder 40s., is.

1s. 6d. per week vir alle werknemers wie se weeklikse lone wat in die gepubliseerde tabelle meer as 40s., maar onder 50s., is.

1s. 9d. per week vir alle werknemers wie se weeklikse lone in die gepubliseerde tabelle meer as 50s., maar minder as 60s., is.

2s. per week vir alle werknemers wie se weeklikse lone in die gepubliseerde tabelle meer as 60s., maar minder as 70s., is.

2s. 3d. per week vir alle werknemers wie se weeklikse lone in die gepubliseerde tabelle meer as 70s., maar minder as 'n vakman se loon is.

(*e*) *Minderjariges wat op inboeking wag.*—Aan minderjariges werksaam in 'n aangewese vak, gedurende die tydperk waarin indiensneming sonder 'n vakleerlingskapkontrak toegelaat word, ingevolge die Vakleerlingen Wet, 1922, moet minstens die lone voorgeskryf in Tabel IX, volgens hulle onderwyskwalifikasies en ervaring in 'n aangewese vak, betaal word.

(*f*) *Drukkersarbeiders.*—Aan persone in diens in die nywerheid in betrekkings wat ongeskoolde arbeid vereis, wat nie andersins in hierdie Ooreenkoms genoem is hie, mag nie minder betaal word nie as die vasgestelde lone in 'n aanvullingsooreenkoms.

(*g*) *Bestuurders van motorvoertuie.*—Aan persone in diens as bestuurders van motorvoertuie mag nie minder betaal word as die lone wat in Tabel XI voorgeskryf is nie.

(*h*) Geen ander voorwaardes van hierdie Ooreenkoms is met uitsondering van artikels 14 (1), (4), (6), (7) en (8) en 15 (4) van toepassing op die indiensneming van werknemers wat in paragrawe (*f*) en (*g*) en subartikel 4 (6) hiervan bepaal word, tensy daarvoor voorsiening gemaak word in 'n Bylae of Ooreenkoms wat hierna gepubliseer word.

TABEL II.

Weeklikse lone aan Drukkershulpe en Platsetters op Dagwerk betaalbaar gedurende die eerste vier jaar ervaring.

ERVARING IN DIE NYWERHEID.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar.*
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
B.....	26 6	28 0	29 6	33 6	36 0	39 9	42 6	45 6
C.....	28 0	29 6	31 9	36 0	39 9	43 3	45 0	48 0
D.....	31 0	36 9	39 9	43 9	48 3	51 3	54 9	57 9
E.....	33 0	38 0	42 0	46 6	50 0	54 3	57 9	60 9
F.....	34 9	41 0	44 3	48 3	51 3	57 9	65 0	67 9
G.....	33 0	38 0	42 0	46 6	51 3	57 9	65 0	67 9
Ga.....	34 9	44 3	51 3	57 9	65 0	71 0	78 3	81 0
H.....	41 0	51 3	57 9	65 0	71 0	78 3	81 0	84 0

* Alleen drukkershulpe. Kyk na onderstaande tabelle vir die vervolg van sake vir ander werknemers.

TABEL III.

Weeklikse lone betaalbaar aan Drukkershulpe en Platsetters vir Nagwerk en aan Monotiepgietershulpe vir Dagwerk, gedurende eerste vier jaar ervaring.

ERVARING IN DIE NYWERHEID.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.	Vierde jaar.	Na vier jaar.*
	s. d.	s. d.	s. d.	s. d.	s.d .	s. d.	s. d.	s. d.
B.....	29 3	30 9	32 6	36 9	39 6	43 9	46 9	50 0
C.....	30 9	32 6	35 0	39 6	43 9	47 6	49 6	52 9
D.....	34 0	40 6	43 9	48 3	53 0	56 6	60 3	63 6
E.....	36 3	41 9	46 3	51 3	55 0	59 9	63 6	66 9
F.....	38 3	45 0	48 9	53 0	56 6	63 6	71 6	74 6
G.....	36 3	41 9	46 3	51 3	56 6	63 6	71 6	74 6
Ga.....	38 3	48 9	56 6	63 6	71 6	78 0	86 0	89 0
H.....	45 0	56 6	63 6	71 6	78 0	86 0	89 0	92 6

L.W.—Die lone in hierdie Tabel is 10 persent hoër as dié in Tabel II.
* Alleen drukkershulpe. Kyk na onderstaande tabelle vir die vervolg van skale vir ander werknemers.

TABLE IV (Continuation of Table II).

Weekly Wages Payable to Solid Typesetters on Day Work after Four Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	Fifth Year.	Sixth Year.	After Six Years.
	s. d.	s. d.	s. d.
"B"	55 6	62 3	62 3
"C"	58 3	65 6	65 6
"D"	65 0	75 3	75 3
"E"	71 0	89 0	89 0
"F"	78 3	94 3	94 3
"G"	78 3	94 3	94 3
"Ga"	91 9	105 0	105 0
"H" (Males)	84 3	112 6	131 0
"H" (Females)	89 0	94 3	94 3

TABLE V (Continuation of Table III).

Weekly Wages Payable to Solid Typesetters on Night Work after Four Years of Experience and to Monotype Caster Attendants on Day Work after Four Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	Fifth Year.	Sixth Year.	After Six Years.
	s. d.	s. d.	s. d.
"B"	61 0	68 6	68 6
"C"	64 0	72 0	72 0
"D"	71 6	82 9	82 9
"E"	78 0	98 0	98 0
"F"	86 0	103 9	103 9
"G"	86 0	103 9	103 9
"Ga"	101 0	115 6	115 6
"H" (Males)	92 9	123 9	144 0
"H" (Females)	98 0	103 9	103 9

NOTE.—The wages in this table are 10 per cent. higher than those in Table IV

TABLE VI.

Weekly Wages Payable to Monotype Caster Attendants on Night Work during their First Three Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"B"	32 3	33 9	35 9	40 6	43 6	48 3
"C"	33 9	35 9	38 6	43 6	48 3	52 3
"D"	37 6	44 6	48 3	53 0	58 3	62 3
"E"	40 0	46 0	51 0	56 6	60 6	65 9
"F"	42 0	49 6	53 9	58 3	62 3	69 9
"G"	40 0	46 0	51 0	56 6	62 3	69 9
"Ga"	42 0	53 9	62 3	69 9	78 9	85 9
"H"	49 6	62 3	69 9	78 9	85 9	94 6

NOTE.—The wages in this table are 10 per cent. higher than those in Table III.

TABLE VI—(*continued.*)

Weekly Wages Payable to Monotype Caster Attendants on Night Work after Three Years of Experience.

EXPERIENCE IN THE INDUSTRY.

Area.	Fourth Year.	Fifth Year.	Sixth Year.	After Six Years.
	s. d.	s. d.	s. d.	s. d.
"B"	51 6	67 0	75 3	75 3
"C"	54 6	70 6	79 3	79 3
"D"	66 3	78 9	91 0	91 0
"E"	69 9	85 9	107 9	107 9
"F"	78 9	94 6	114 3	114 3
"G"	78 9	94 6	114 3	114 3
"Ga"	94 6	111 0	127 0	127 0
"H"	98 0	102 0	136 3	158 6

NOTE.—The wages in this table are 10 per cent. higher than those in Tables III and V.

TABLE VII.

*Weekly Wages Payable to Quarter Binders according to their Experience as Quarter Binders.**

Area.	DAY WORK.			NIGHT WORK.		
	First Year.	Second Year.	Thereafter.	First Year.	Second Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"B" and "C" Females	55 0	68 9	68 9	60 6	75 9	75 9
Males..	71 6	84 9	84 9	78 9	93 3	93 3
"D" Females	57 9	71 0	71 0	63 6	78 0	78 0
Males..	74 0	89 0	89 0	81 6	98 0	98 0
"E" Females	60 9	71 0	71 0	66 9	78 0	78 0
Males..	74 0	89 0	89 0	81 6	98 0	98 0
"F" Females	67 9	78 3	78 3	74 6	86 0	86 0
Males..	81 3	94 3	94 3	89 6	103 9	103 9
"G" Females	67 9	78 3	78 3	74 6	86 0	86 0
Males..	81 3	94 3	94 3	89 6	103 9	103 9
"Ga" Females	81 0	91 9	91 9	89 0	101 0	101 0
Males..	94 3	105 0	105 0	103 9	115 6	115 6
"H" Females	84 0	91 9	94 3	92 6	101 0	103 9
Males..	94 3	112 6	131 0	103 9	123 9	144 0

* The wages specified in this table for males shall be payable to operatives of hand-lever cutting machines, irrespective of sex. The rates of wages provided in this table for night work are 10 per cent. higher than those for day work.

TABEL IV.

(Vervolg van Tabel II.)

Weeklikse lone aan Platsetters vir Dagwerk na vier jaar ervaring betaalbaar.

ERVARING IN DIE NYWERHEID.

Gebied.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
	s. d.	s. d.	s. d.
B	55 6	62 3	62 3
C	58 3	65 6	65 6
D	65 0	75 3	75 3
E	71 0	89 0	89 0
F	78 3	94 3	94 3
G	78 3	94 3	94 3
Ga	91 9	105 0	105 0
H (mans)	84 3	112 6	131 0
H (vrouens)	89 0	94 3	93 3

TABEL V (Vervolg van Tabel III).

Weeklikse lone betaalbaar aan Platsetters vir Nagwerk en aan Monotiepgietershulpe vir Dagwerk na vier jaar ervaring.

ERVARING IN DIE NYWERHEID.

Gebied.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
	s. d.	s. d.	s. d.
B	61 0	68 6	68 6
C	64 0	72 0	72 0
D	71 6	82 9	82 9
E	78 0	98 0	98 0
F	86 0	103 9	103 9
G	86 0	103 9	103 9
Ga	101 0	115 6	115 6
H (mans)	92 9	123 9	144 0
H (vrouens)	98 0	103 9	103 9

L.W.—Die lone in hierdie Tabel is 10 persent hoër as dié in Tabel IV.

TABEL VI.

Weeklikse lone aan Monotiepgietershulpe vir Nagwerk gedurende die eerste drie jaar ervaring betaalbaar.

ERVARING IN DIE NYWERHEID.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Vyfde ses maande.	Sesde ses maande.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
B	32 3	33 9	35 9	40 6	43 6	48 3
C	33 9	35 9	38 6	43 6	48 3	52 3
D	37 6	44 6	48 3	53 0	58 3	62 3
E	40 0	46 0	51 0	56 6	60 6	65 9
F	42 0	49 6	53 9	58 3	62 3	69 9
G	40 0	46 0	51 0	56 6	62 3	69 9
Ga	42 0	53 9	62 3	69 9	78 9	85 9
H	49 6	62 3	69 9	78 9	85 9	94 6

L.W.—Die lone in hierdie Tabel is 10 persent hoër as dié in Tabel III.

TABEL VI—(*vervolg*).

Weeklikse lone aan Monotiepgietershulpe vir Nagwerk na drie jaar ervaring betaalbaar.

ERVARING IN DIE NYWERHEID.

Gebied.	Vierde jaar.	Vyfde jaar.	Sesde jaar.	Na ses jaar.
	s. d.	s. d.	s. d.	s. d.
B	51 6	67 0	75 3	75 3
C	54 6	70 6	79 3	79 3
D	66 3	78 9	91 0	91 0
E	69 9	85 9	107 9	107 9
F	78 9	94 6	114 3	114 3
G	78 9	94 6	114 3	114 3
Ga	94 6	111 0	127 0	127 0
H	98 0	102 0	136 3	158 6

L.W.—Die lone in hierdie Tabel is 10 persent hoër as dié in Tabelle III en V.

TABEL VII.

*Weeklikse lone aan Kwartobinders volgens ervaring as Kwartobinders betaalbaar.**

Gebied.	DAGWERK.			NAGWERK.		
	Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
B en C (vrouens)	55 0	68 9	68 9	60 6	75 9	75 9
(mans)	71 6	84 9	84 9	78 9	93 3	93 3
D (vrouens)	57 9	71 0	71 0	63 6	78 0	78 0
(mans)	74 0	89 0	89 0	81 6	98 0	98 0
E (vrouens)	60 9	71 0	71 0	66 9	78 0	78 0
(mans)	74 0	89 0	89 0	81 6	98 0	98 0
F (vrouens)	67 9	78 3	78 3	74 6	86 0	86 0
(mans)	81 3	94 3	94 3	89 6	103 9	103 9
G (vrouens)	67 9	78 3	78 3	74 6	86 0	86 0
(mans)	81 3	94 3	94 3	89 6	103 9	103 9
Ga (vrouens)	81 0	91 9	91 9	89 0	101 0	101 0
(mans)	94 3	105 0	105 0	103 9	115 6	115 6
H (vrouens)	84 0	91 9	94 3	92 6	101 0	103 9
(mans)	94 3	112 6	131 0	103 9	123 9	144 0

* Die lone gespesifiseer in hierdie tabel ten opsigte van manspersone is aan hefboom-snymasjienwerkers, afgesien van geslag, betaalbaar. Die loonskale wat in hierdie tabel vir nagwerk vasgestel is, is 10 persent hoër as dié vir dagwerk.

TABLE VIII.

Weekly Wages Payable to Paper-bag Making Employees according to their Experience in the Industry.

Area.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Third Year.	After Three Years.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
All except "H". Day work..	34 9	41 0	46 6	53 6	53 6	56 3
"H".... Day work..	38 0	44 3	48 3	55 6	58 3	61 0
All except "H". Night work	38 3	45 0	51 3	58 9	58 9	62 0
"H".... Night work	41 9	48 9	53 0	61 0	64 0	67 0

NOTE.—The wages in this table for night work are 10 per cent. higher than those for day work.

TABLE IX.

Weekly Wages Payable to Minors referred to in Sub-section (1) (e) of this Section according to their Educational Qualifications and Experience in a Designated Trade.

Area.	During First Year.			During Second Year.		
	Educational Standard Passed.			Educational Standard Passed.		
	Std. VII.	Std. VIII.	Std. X.	Std. VII.	Std. VIII.	Std. X.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"B"...	18 2	21 6	27 0	21 6	27 0	35 0
"C"...	19 10	24 0	29 6	24 0	29 6	38 3
"D"...	20 11	25 4	31 1	25 4	31 1	40 4
"E"...	22 9	27 0	33 9	27 0	33 9	43 9
"F"...	24 6	29 0	36 3	29 0	36 3	47 0
"G"...	26 3	31 0	38 9	31 0	38 9	50 3
"Ga"...	26 3	31 0	38 9	31 0	38 9	50 3
"H"...	28 0	33 6	41 6	33 6	41 6	53 9

NOTE.—In addition to the above wages, the Government cost of living allowances in accordance with War Measure No. 39 of 1943, or any further amendments as may be made from time to time, shall be payable.

TABLE X.

Weekly Wages Payable to Platen Pressmen on Day and Night Work.

Area.	Employed on Platen Machines.*	
	Day Work.	Night Work.
	s. d.	s. d.
"B".....	62 0	68 3
"C".....	65 6	72 0
"D".....	75 3	82 9
"E".....	89 0	98 0
"F".....	94 3	103 9
"G".....	94 3	103 9
"Ga".....	105 0	115 6
"H" (Males).....	131 0	144 0
"H" (Females).....	94 3	103 9

* When employed in terms of Section 21 (7) (e) Platen Pressmen shall be paid at least 10 per cent. more than the wages specified in this table.

NOTE.—The wages in this table for night work are 10 per cent. higher than those for day work.

TABLE XI.

Weekly Wages Payable to Drivers of Motor Vehicles.

Area.	Up to but less than 1 Ton.	From 1 Ton and not more than 3 Tons.	3 Tons.	From 3 Tons and not more than 5 Tons.	Over 5 Tons and not exceeding 7 Tons.	Over 7 Tons.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
"G"..	4 0 6	4 12 0	—	5 8 0	6 8 0	—
"H"..	4 0 6	4 12 0	4 15 6	5 3 0	5 18 0	6 18 0

Trailers 2s. 6d. per diem or maximum of 10s. per week.

Area.	With Pay Load of 16,001 lb. and over.	With Pay Load of 12,001 lb. to 16,000 lb.	With Pay Load of 10,001 lb. to 12,000 lb.	With Pay Load of 8,001 lb. to 10,000 lb.	With Pay Load of 6,001 lb. to 8,000 lb.	All other Vehicles.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
"E"..	6 18 0	6 8 0	5 8 0	4 18 0	4 12 0	4 0 6

Trailers 12s. 6d. per week in respect of each trailer, except that minimum wages shall not exceed £6 per week.

TABLE XII.

Weekly Wages Payable to Envelope Punchers according to their Experience as Envelope Punchers.

Area.	Day Work.			Night Work.		
	First Year.	Second Year.	Thereafter.	First Year.	Second Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"E".....	60 9	75 6	89 0	66 9	83 0	98 0
"F".....	67 9	82 0	94 3	74 6	90 3	103 9
"G".....	67 9	82 0	94 3	74 6	90 3	103 9
"Ga".....	81 0	93 6	105 0	89 0	102 9	115 6
"H".....	83 9	107 9	131 0	92 3	118 6	144 0

NOTE.—The wages in this table for night work are 10 per cent. higher than those for day work.

TABEL VIII.

Wekliksee lone betaalbaar aan werknemers by die Vervaardiging van Kardoese volgens hul ervaring in die Nywerheid.

Gebied.	Eerste ses maande.	Tweede ses maande.	Derde ses maande.	Vierde ses maande.	Derde jaar.	Na drie jaar.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Almal, behalwe H— Dagwerk.....	34 9	41 0	46 6	53 6	53 6	56 3
H.... Dagwerk.....	38 0	44 3	48 3	55 6	58 3	61 0
Almal behalwe H— Nagwerk.....	38 3	45 0	51 3	58 9	58 9	62 0
H.... Nagwerk.....	41 9	48 9	53 0	61 0	64 0	67 0

L.W.—Die lone in hierdie Tabel vir nagwerk is 10 persent hoër as dié vir dagwerk.

TABEL IX.

Weeklikse line betaalbaar aan minderjariges genoem in subartikel 1 (e) van hierdie artikel volgens hulle onderwyskwalifikasies en ervaring in 'n aangewese vak.

Gebied.	Gedurende Eerste Jaar.			Gedurende Tweede Jaar.		
	Onderwysstandaard behaal.			Onderwysstandaard behaal.		
	Std. VII.	Std. VIII.	Std. X.	Std. VII.	Std. VIII.	Std. X.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
B.....	18 2	21 6	27 0	21 6	27 0	35 0
C.....	19 10	24 0	29 6	24 0	29 6	38 3
D.....	20 11	25 4	31 1	25 4	31 1	40 4
E.....	22 9	27 0	33 9	27 0	33 9	43 9
F.....	24 6	29 0	36 3	29 0	36 3	47 0
G.....	26 3	31 0	38 9	31 0	38 9	50 3
Ga.....	26 3	31 0	38 9	31 0	38 9	50 3
H.....	28 0	33 6	41 6	33 6	41 6	53 9

L.W.—Bo en behalwe bostaande lone is die Regering se lewenskostetoelaes in ooreenstemming met Oorlogsmaatreël No. 43 van 1942, soos gewysig by Oorlogsmaatreël No. 39 van 1943 of enige verdere wysigings, soos wat van tyd tot tyd vasgestel mag word, betaalbaar.

TABEL X.

Wekliksе lone aan Degelpersdrukkers vir Dag- en Nagwerk betaalbaar.

Gebied.	Werksaam met Degelperse.*	
	Dagwerk.	Nagwerk.
	s. d.	s. d.
B.....	62 0	68 3
C.....	65 6	72 0
D.....	75 3	82 9
E.....	89 0	98 0
F.....	94 3	103 9
G.....	94 3	103 9
Ga.....	105 0	115 6
H (mans).....	131 0	144 0
H (vrouens).....	94 3	103 9

* Aan degelpersdrukkers moet, wanneer hulle ingevolge artikel 21 (7) (e) in diens is, minstens 10 persent meer as die lone gespesifiseer in hierdie tabel betaal word.

L.W.—Die lone in hierdie tabel vir nagwerk is 10 persent hoër as die vir dagwerk.

TABEL XI.

Wekliksе lone aan Bestuurders van Motorvoertuie betaalbaar.

Gebied.	Tot, maar minder as 1 ton.	Vanaf 1 ton, en nie meer as 3 ton.	3 Ton.	Vanaf 3 ton, en nie meer as 5 ton.	Oor 5 ton, nie 7 ton te bowegaande nie.	Oor 7 ton.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
G.....	4 0 6	4 12 0	—	5 8 0	6 8 0	—
H.....	4 0 6	4 12 0	4 15 6	5 3 0	5 18 0	6 18 0

Sleepwaentjies 2s. 6d. per dag of maksimum van 10s. per week.

Gebied.	Met betalende vrag van 16,001 lb. en oor.	Met betalende vrag van 12,001 tot 16,000 lb.	Met betalende vrag van 10,001 tot 12,000 lb.	Met betalende vrag van 8,001 tot 10,000 lb.	Met betalende vrag van 6,001 tot 8,000 lb.	Alle ander voertuie.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
E.....	6 18 0	6 8 0	5 8 0	4 18 0	4 12 0	4 0 6

Sleepwaentjies 12s. 6d. per week vir elke sleepwa, behalwe dat die minimum loon nie £6 per week te bowe gaan nie.

TABEL XII.

Wekliksе lone aan Koevertslaners betaalbaar volgens hul ervaring as Koevertslaners.

Gebied.	Dagwerk.			Nagwerk.		
	Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
E.....	60 9	75 6	89 0	66 9	83 0	98 0
F.....	67 9	82 0	94 3	74 6	90 3	103 9
G.....	67 9	82 0	94 3	74 6	90 3	103 9
Ga.....	81 0	93 6	105 0	89 0	102 9	115 6
H.....	83 0	107 9	131 0	92 3	118 6	144 0

L.W.—Die lone in hierdie Tabel vir nagwerk is 10 persent hoër as dié vir dagwerk.

TABLE XIII.

Weekly Wages Payable to Tubing Machine Minder Learners according to their Experience as such.

Area.	Day Work.			Night Work.		
	First Year.	Second Year.	Thereafter.	First Year.	Second Year.	Thereafter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
"E".....	71 3	92 0	127 0	78 6	101 3	139 9

NOTE.—The wages in this table for night work are 10 per cent. higher than those for day work.

(2) (*a*) An employer shall pay an employee who, through an emergency or any other cause, performs work which by virtue of the provisions of this Agreement he is not qualified to perform, or which should be performed by another class of employee, the rate of wages, for the whole day on which such work is performed, which is prescribed to be payable hereinbefore to the employee qualified or entitled to perform the said class of work.

(*b*) An employer shall pay an employee who performs work usually performed by another class of employee for which wages are provided in this Agreement in excess of the wages which such former employee ordinarily receives, the higher rate of wages for the whole day during which such work is performed, and which is prescribed for the said class of employee.

NOTE.—The payment of wages to an employee at a higher rate than he would ordinarily be entitled to receive, does not permit an employer to ignore the provisions of section 21 of this Agreement.

(3) *Ratio of Experienced Employees to Learners.*—One in every five printers' assistants and paper-bag making employees in any establishment shall be paid the highest wages prescribed for printers' assistants or paper-bag making employees, as the case may be, in the area concerned [e.g., (*a*) where one to five such persons are employed, one must be paid on the said higher scale; (*b*) where six to ten are employed, two must be paid on the said higher scale, etc.] The ratio of tubing machine minder learners to journeymen shall be not greater than one learner to each three (or fraction of three) journeymen tubing machine minders employed.

(4) For the purpose of ascertaining the wages which shall be payable to an employee in any of the classes mentioned in paragraph (*c*) of sub-section (1) of this section, the total experience of the employee in the industry—irrespective of the establishment where such experience was gained—shall be reckoned.

(5) *Casual Employees.*—Casual employees (except on afternoon newspapers) shall be paid not less than a full day's wages for each day upon which they are casually employed, provided that, if the period of casual employment exceeds one full day, the hours worked in excess of that day shall be paid for at the hourly rate.

(6) Employees employed in the printing and newspaper industry in trades designated under the Apprenticeship Act and for whom wages are prescribed in industrial agreements under the Act or wage determinations under the Wage Act, 1937, in respect of other industries, trades or occupations, and whose wages are not prescribed in this Agreement, or any supplementary agreement, shall be paid not less than the wages prescribed for such employees in such other industrial agreements or determinations for the area concerned, provided that whenever in any area such wages are prescribed in more than one wage-regulating instrument, the higher of such wages shall be paid to such employees in the printing and newspaper industry.

(7) For the purpose of ascertaining the hourly rate of wages of an employee, the weekly wages paid, being not less than the minimum wages provided for in this Agreement, shall be divided by the number of hours normally worked in the week by the employee affected, and for the purpose of ascertaining the daily wage, such hourly rate shall be multiplied by the number of hours normally worked during the day affected. Provided that for the purpose of sub-sections 2 and 5 of this section a day's wages shall be deemed to be in the case of an establishment where the normal weekly hours are completed in 5 days not less than one-fifth of the weekly wages; and in establishments where the normal weekly hours are completed in 6 days, not less than one-sixth of the weekly wages.

5. PIECE-WORK AND BONUSES.

(1) The giving out by employers and the performance by employees of piecework and task work is prohibited.

(2) No employer shall pay and no employee shall accept a bonus which is computed by piece-calculations or output ratios in any form, or for the performance by any such employee of work in excess of such employee's reasonable and customary duties.

6. PAYMENT OF EARNINGS.

(1) Wages and payment for overtime shall be paid weekly in full at the rates prescribed, but not later than noon on the Saturday following the close of the working week of the establishment concerned. Where the working week closes on a Saturday, payment shall be made by noon on that day. Casual employees whose engagement terminates before the customary pay-day shall be paid their earnings immediately at the termination of their engagement.

TABEL XIII.

Weeklikse lone aan Leerlinge van Buismasjienbedieners volgens hul ervaring as sulks.

Gebied.	Dagwerk.			Nagwerk.		
	Eerste jaar.	Tweede jaar.	Daarna.	Eerste jaar.	Tweede jaar.	Daarna.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
E.....	71 3	92 0	127 0	78 6	101 3	139 9

L.W.—Die lone in hierdie Tabel vir nagwerk is 10 persent hoër as dié vir dagwerk.

(2) (*a*) 'n Werkgewer moet 'n werknemer, wat as gevolg van nood of om enige ander rede in diens is by werk, wat hy ingevolge die bepalings van hierdie Ooreenkoms nie gekwalifiseer is om te verrig nie, of wat deur 'n ander kategorie werknemer verrig behoort te word- vir die hele dag waarop sodanige werk verrig word, betaal teen die loonskale hierin tevore voorgeskryf as betaalbaar aan die werknemer wat gekwalifiseer of geregtig is om genoemde soort werk te verrig.

(*b*) 'n Werkgewer moet 'n werknemer, in diens by werk wat gewoonlik deur 'n ander kategorie werknemer verrig word, en waarvoor hoër lone as sodanige eersgenoemde werknemer gewoonlik ontvang, voorgeskryf is, betaal teen die hoër loon vir die hele dag waarop sodanige werk verrig word en wat vir genoemde kategorie werknemer voorgeskryf is.

OPMERKING.—Die betaling van lone aan 'n werknemer teen 'n hoër tarief as dié waartoe hy onder gewone omstandighede geregtig sou gewees het om te ontvang, stel 'n werkgewer nie vry om die bepalings van artikel 21 van hierdie Ooreenkoms te verontagsaam nie.

(3) *Verhouding van ervare werknemers tot leerlinge.*—Aan een uit elke vyf drukkershulpe en werknemers by die vervaardiging van kardoese in enige inrigting, moet die hoogste lone voorgeskryf vir drukkershulpe of werknemers by die vervaardiging van kardoese, na gelang van die geval, in die betrokke gebied betaal word [t.w. (*a*) waar een tot vyf sodanige persone in diens is, moet een teen die gemelde hoër skaal betaal word; (*b*) waar ses tot tien in diens is, moet twee teen die gemelde hoër skaal betaal word, ens.] Die verhouding van leerlinge by buismasjienbedieners tot vakmanne mag nie hoër as een leerling vir elke drie of gedeelte van drie vakman-buismasjienbedieners in diens wees nie.

(4) Teneinde die loon betaalbaar aan 'n werknemer in enigeen van die klasse genoem in paragraaf (*c*) van subartikel (1) van hierdie artikel te kan vasstel, moet die totale dienstydperk van die werknemer in die nywerheid—afgesien van die inrigting waar sodanige ervaring opgedoen is—gereken word.

(5) *Los werknemers.*—Los werknemers (behalwe by middagnuusblaaie) moet vir elke dag waarop hulle los in diens is, minstens 'n volle dagloon betaal word, met dien verstande dat betaling teen die uurloon moet geskied vir ure wat hulle vir meer as 'n volle dag in diens is.

(6) Aan werknemers in diens in die druk -en nuusbladnywerheid in vakke genoem in die Vakleerlingen Wet en vir wie lone voorgeskryf is in nywerheidsooreenkomste ingevolge die Wet of loonvasstellings ingevolge die Loonwet, 1937, ten opsigte van ander nywerhede, bedrywe of beroepe voorgeskryf, en wie se lone nie in hierdie of in enige aanvullede ooreenkoms voorgeskryf word nie, moet minstens die loon wat vir sodanige beroepe in sodanige ander nywerheidsooreenkomste of vasstellings wat vir die betrokke gebied voorgeskryf is, betaal word; met dien verstande dat wanneer ook al sodanige lone in enige gebied in meer as een loonreëlingsmaatreël voorgeskryf is, aan werknemers by sodanige beroepe in die druk- en nuusbladnywerheid die hoogste van sodanige lone betaal moet word.

(7) Ten einde die skaal van uurlone van 'n wernkemer vas te stel, moet die weeklikse lone wat betaal word, wat nie minder as die minimum lone voorgeskryf in hierdie Ooreenkoms is nie, gedeel word deur die aantal ure wat onder gewone omstandighede per week deur die betrokke werknemer gewerk is, en ten einde die dagloon vas te stel, moet sodanige uurloon vermenigvuldig word met die getal ure wat gewoonlik gedurende die betrokke dag gewerk is; met dien verstande dat vir die toepassing van subartikels (2) en (5) van hierdie artikel 'n dag se loon beskou moet word—in geval van 'n inrigting waar die gewone weeklikse ure in vyf dae voltooi word—as minstens een-vyfde van die weeklikse lone en in inrigtings waar die normale weeklikse ure in ses dae voltooi word, as minstens een-sesde van die weeklikse lone.

5. STUKWERK EN BONUSSE.

(1) Dit is vir werkgewers verbied om stuk- en taakwerk uit te gee en vir werknemers om dit te verrig.

(2) Geen bonusse bereken op 'n stukwerkbasis of enige vorm van verhouding in opbrengs of ten opsigte van werk verrig buite die werknemer se redelike en gewone pligte, mag deur 'n werkgewer betaal of deur sodanige werknemer aangeneem word nie.

6. BETALING VAN VERDIENSTE.

(1) Lone en betaling vir oortyd moet weekliks ten volle teen die voorgeskrewe skale betaal word, maar nie later as twaalfuur op die Saterdag wat volg op die beëindiging van die werkweek van die betrokke inrigting nie. Ingeval die werkweek op Saterdag eindig, moet teen twaalfuur op daardie dag betaal word. Die lone van los werknemers, van wie die diens voor die gebruiklike betaaldag eindig, moet onmiddelik by beëindiging van diens aan hulle betaal word.

(2) No deduction or set-off of any description other than the following shall be made or allowed from the amount due to an employee:—

(*a*) Where an employee is absent from work on days other than paid holidays provided under section 10 of this agreement, a pro rata amount for the period of such absence.

(*b*) With the consent of the employee, deductions for holiday, sick, insurance, or pension funds, or for contributions to the funds of the Trade Union.

(*c*) Contributions to the Joint Unemployment Fund and the General Fund.

(*d*) Any amount paid by an employer compelled by legal process to make payment on behalf of an employee.

(3) The Standing Committee may exempt, in writing, employers and employees from the provisions of sub-section (1) hereof in respect of Areas "B" and "C" so that wages may be paid monthly.

(4) An employer shall not give, and an employee shall not accept, any consideration for employment other than money.

(5) (*a*) In cases of regular employment not less than one week's notice, to take effect from the last day of the working week of the establishment concerned, shall be given on or before that day by an employer or employee to terminate the employment. All such notices of termination of employment shall be in writing, and signed by the employer or employee, as the case may be. Four weeks' employment shall constitute regular employment.

(*b*) In cases where the Standing Committee has granted exemption in terms of sub-section (3) of this section one month's notice on or before the last day of the calendar month, to take effect on the last day of a calendar month, shall be given by an employer or employee to terminate the employment.

7. Hours of Work.

(1) The ordinary hours of work of employees covered by this Agreement shall be as specified in this sub-section and the wages specified in this Agreement shall be deemed to be the minimum payment for such hours of work, any excess thereof to be paid for in accordance with the provisions of section 8 of this Agreement:—

	Hours per Week.	
	Day Work.	*Night Work.*
Typesetting machine operators	43	40
All other classes of employees:—		
From January 1st, 1944	45	40
From July 1st, 1944	44	40

(Note.—A further reduction of one hour will be made in respect of all employees on day work and other than typesetting machine operators when the unemployment figure in respect of journeymen reaches 50. A Supplementary Agreement will then be concluded to regularise the position.)

(2) An employer shall arrange the weekly working hours of employees on day work in his establishment to commence not earlier than 7 a.m. on any day and to finish not later than 6 p.m. on five days, and not later than 12 noon on one day in any one week; provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off, or one whole day per fortnight, may be substituted for one afternoon off, by arrangement with the Chapel; and provided further, that the normal working hours, excluding meal times, in any one day shall not exceed 8½ except in establishments where the normal week's work is completed in five days, in which case the normal day's work shall not exceed 9 hours.

(3) An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour between the hours of 12 noon and 2 p.m. No employee may work for a continuous period of more than five hours without a break of at least one hour; provided that, for this purpose work interrupted by breaks of less than one hour shall be deemed to be continuous.

(4) Employees who perform work on a regular shift, any portion of which falls between the hours of 6 p.m. on one day and 7 a.m. on the next shall be classed as night workers. Night workers engaged on morning newspapers may be required to work on Sunday evenings as part of their regular shift. In cases where the nature of the work performed in an establishment requires that certain employees should work in a shift which varies from the normal day or night shift, the Standing Committee may authorise a schedule of working hours for the employees concerned. Female employees shall not be employed on night work.

(5) Engineers and other employees on maintenance, whose duties require that they should work on Sundays, may be authorised by an exemption certificate issued by the local Joint Board, or where no Joint Board exists, by the Standing Committee, to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sunday in excess of the hours so stipulated shall be treated as falling within the terms of section 8 of this Agreement.

(2) Geen korting of verrekening van watter aard ook, behalwe onderstaande, mag van die bedrag aan 'n werknemer verskuldig, gemaak of toegelaat word nie—

(*a*) waar 'n werknemer op dae behalwe betaalde vakansiedae ingevolge artikel 10 van hierdie Ooreenkoms van werk afwesig is vir die duur van sodanige afwesigheid 'n *pro rata* bedrag;

(*b*) met toestemming van die werknemer, kortings vir verlof-, siekte-, versekerings- of pensioenfondse of vir bydraes aan die fondse van die vakvereniging;

(*c*) bydraes aan die Gesamentlike Werkloosheidsfonds en die Algemene Fonds;

(*d*) enige bedrag wat deur 'n werkgewer ingevolge 'n verpligting hom opgelê by regsgeding, ten behoewe van 'n werknemer betaal word.

(3) Die Staande Komitee kan werkgewers en werknemers skriftelik vrystel van die bepalings van subartikel (1) hiervan ten opsigte van gebiede B en C, sodat lone maandeliks betaal kan word.

(4) Vir diens mag 'n werkgewer geen ander vergoeding gee en 'n werknemer geen ander vergoeding ontvang, as geld nie.

(5) (*a*) In gevalle van vaste diens moet 'n werkgewer of 'n werknemer minstens een week vooraf, met ingang van die laaste dag van die werkweek van die betrokke inrigting, op of voor daardie dag kennis van diensopsegging gee. Alle sodanige kennisgewings van diensbeëindiging moet skriftelik wees en onderteken deur die werkgewer of werknemer, na gelang van die geval. Diens van vier weke word as vaste diens beskou.

(*b*) In die gevalle waar die Staande Komitee vrystelling toegestaan het ooreenkomstig subartikel (3) van hierdie artikel, moet 'n werkgewer of werknemer een maand vooraf kennis gee van diensbeëindiging. Sodanige kennis van diensbeëindiging moet geskied voor of op die laaste dag van die kalendermaand en is van krag vanaf die laaste dag van die kalendermaand.

7. Werkure.

(1) Die gewone werkure van werknemers wat deur hierdie Ooreenkoms gedek is, moet wees soos in hierdie subartikel bepaal is en die lone wat in hierdie Ooreenkoms bepaal is, moet as die minimum betaling vir sodanige werkure wees, enige oorskryding daarvan moet voor betaal word in ooreenstemming met die bepalings van artikel 8 van hierdie Ooreenkoms:—

	Ure per week.	
	Dagwerk.	*Nagwerk.*
Setmasjienwerkers	43	40
Alle ander kategorieë werknemers:—		
Vanaf 1 Januarie 1944	45	40
Vanaf 1 Julie 1944	44	40

(Opmerking.—'n Verdere vermindering van een uur sal gemaak word ten opsigte van alle werknemers op dagwerk en 'n ander op setmasjien-werkers as die werkloosheidsyfer ten opsigte van vakmanne 50 bereik. 'n Aanvullingsooreenkoms sal dan gesluit word om die posisie te beheer.)

(2) 'n Werkgewer moet die weeklikse werkure van werknemers op dagwerk in sy inrigting so reël om nie vroeër as 7 vm. op enige dag te begin en nie later as 6 nm. op vyf dae, en nie later as 12-uur middag op een dag in enige afsonderlike week met werk op te hou nie; met dien verstande dat in die geval van namiddag-nuusbladinrigtings as daar nie vir 'n middag van diens af voorsiening gemaak kan word nie, kan met die kapel gereël word om net soveel tyd van diens af, of een hele dag per veertien dae deur een middag van diens af te vervang; en verder met dien verstande dat die normale werkure, met uitsondering van etenstye op enige afsonderlike dag nie 8½ oorskry nie in inrigtings waar die werk van die normale week binne vyf dae voltooi word, in welke geval die werk van die normale dag nie 9 uur te bowe mag gaan nie.

(3) 'n Werkgewer moet die werkure op alle dae reël waarop die werktyd meer as vyf uur is ten einde 'n pouse van minstens een uur tussen die ure 12-uur middag en 2 nm. toe te staan. Geen werknemer mag vir 'n onafgebroke tydperk van meer as vyf uur sonder 'n pouse van minstens een uur werk nie; met dien verstande dat werk, vir hierdie doel, wat met pouses van minder as een uur onderbreek is, as onafgebroke beskou moet word.

(4) Werknemers wat werk op 'n gereëlde skof verrig waarvan enige gedeelte tussen die ure 6 nm. op een dag val en 7 vm. op die volgende moet as nagwerkers ingedeel word. Nagwerkers in diens op oggend-nuusblaaie kan verlang word om Sondagaande as gedeelte van hul gereëlde skof te werk. In gevalle waar die aard van die werk wat in 'n inrigting verrig word vereis dat bepaalde werknemers 'n skof moet werk wat met die normale dag- of nagskof verskil, kan die Staande Komitee 'n werkuurbylae vir die betrokke werknemers magtig. Vroulike werknemers mag nie vir nagwerk in diens geneem word nie.

(5) Ingenieurs en ander werknemers wat onderhoudswerk verrig, wie so dienste dit vir hul noodsaaklik maak om op Sondae te werk, kan deur 'n vrystellingsertifikaat uitgereik deur die plaaslike Gesamentlike Raad, of as geen Gesamentlike Raad bestaan nie, deur die Staande Komitee daartoe gemagtig word om op Sondae teen normale loonskale vir 'n getal ure te werk wat in sodanige vrystellingsertifikaat bepaal is; en enige ure wat op Sondae meer as die getal ure gewerk word wat aldus bepaal is, moet gereken word dat dit onder die bepalings van artikel 8 van hierdie Ooreenkoms val.

(6) An employer who requires any of his employees to work short time shall arrange the method of application of same with the Chapel. Where no Chapel exists, the employer shall give the employees at least twelve working hours' notice when required to work short time. An employer shall pay to any employee working short time not less than twenty-four hours' wages in any working week.

(7) Employers and employees shall not permit less than eights hours to elapse between the finishing of one day's or night's work and the commencing of another by the same employee. This shall not prohibit work in a special emergency.

8. OVERTIME.

(1) Subject to the restrictions on overtime imposed by sub-sections (2) and (3) hereof, all hours in excess of the hours prescribed in sub-section (1) of section 7 of this Agreement, shall be regarded as overtime and subject to the provisions hereinafter stated. Employers shall pay for overtime at the rates herein prescribed and employees shall not accept less than such rates:—

(*a*) Time and one-third for the first six hours' overtime or part thereof in any one working week; time and one-half for the next four hours' overtime or part thereof in such week; and double time for any further overtime worked in such week, provided that the provisions of this paragraph may be modified in terms of paragraph (*d*) of this sub-section. Time worked on the house half-holiday and on Sunday shall not be included for the purposes of this paragraph.

(*b*) Subject to the provisions of paragraphs (*c*), (*d*) and (*e*), overtime worked by an employee on any day in excess of four hours shall be paid for at double time, but shall not be included in the total weekly hours for the purpose of calculating overtime payable in terms of paragraph (*a*).

(*c*) Time worked on the day of the house half-holiday in excess of the usual number of hours worked on that day and time worked on Sunday shall be paid at double time. This shall not apply to time worked (either normal time or overtime) on the production of evening newspapers. Night workers engaged on morning newspapers shall be entitled to ordinary overtime rates only for overtime worked on Sundays.

(*d*) In cases where work is performed by the regular staff of employees on Saturdays or Sundays in connection with the production of late Saturday evening and Sunday newspapers, the excess overtime rates payable to the employees concerned shall, notwithstanding anything to the contrary hereinbefore contained, be mutually agreed upon between the employer and the local branch of the trade union, with the right to appeal to the Joint Board concerned and/or to the Standing Committee.

(*e*) In establishments where the weekly working hours prescribed in section 7 (1) of this Agreement are completed in five days (that is, from Monday to Friday, inclusive) time worked on Saturdays from the usual starting hour until 12 noon shall be paid for in terms of paragraph (*a*) of this sub-section, and after 12 noon at double time.

(*f*) For the purposes of this section each week shall stand on its own, provided that time lost by an employee through illness or at the request or by permission of the employer shall not be required to be made up before overtime is calculated.

(*g*) For the purposes of this section, overtime rates shall be calculated in terms of section 4 (7), and shall be increased in the proportion specified.

(2) An employer shall not require or permit an employee to work overtime for a total period exceeding in any one week—

(*a*) ten hours, or

(*b*) a number of hours (which may exceed ten) fixed by the local Joint Board, or the Standing Committee where no Joint Board exists, by notice in writing to the employer specifying the employee, or class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid.

(3) An employer shall not require or permit a female employee to work overtime—

(*a*) for more than two hours on any one day;

(*b*) on more than three consecutive days;

(*c*) on more than sixty days in any year;

(*d*) after the completion of her daily working hours for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday; or

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of 1s. 6d. (one shilling and sixpence) in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(6) 'n Werkgewer wat van enige van sy werknemers verlang om korttyd te werk, moet die metode van toepassing daarvan met die kapel reël. As geen kapel bestaan nie, moet die werkgewer die werknemers minstens twaalf werkure vooraf kennis gee wanneer van hul verlang word om korttyd te werk. 'n Werkgewer moet aan enige werknemer wat korttyd in enige werkweek werk, minstens 'n loon gelykstaande aan die loon vir vier-en-twintig uur betaal.

(7) Werkgewers en werknemers mag nie toelaat dat minder as agt uur tussen die beëindiging van een dag of nag se werk en die begin van 'n ander deur dieselfde werknemer verstryk nie. Dit belet nie werk in 'n spesiale geval van nood nie.

8. OORTYD.

(1) Onderhewig aan die beperkings op oortyd opgelê deur subartikels (2) en (3) hiervan, moet alle ure wat meer is as die ure voorgeskryf in subartikel (1) van artikel 7 van hierdie Ooreenkoms as oortyd beskou word en is onderhewig aan die bepalings wat hierna uiteengesit word. Werkgewers moet vir oortyd teen die tariewe betaal wat hierin bepaal word en werknemers mag nie minder as sodanige tariewe aanneem nie—

(*a*) vir die eerste ses uur oortyd of gedeelte daarvan in enige afsonderlike werkweek moet teen een en een-derde maal die gewone loon, vir die daaropvolgende vier uur oortyd of gedeelte daarvan in sodanige week teen anderhalf maal die gewone loon, en vir enige verdere oortyd in sodanige week teen dubbel die gewone loon betaal word; met dien verstande dat die bepalings van hierdie paragraaf gewysig kan word ingevolge paragraaf (*d*) van hierdie subartikel. Vir die toepassing van hierdie paragraaf word tyd op die halwe vakansiedag van 'n inrigting en op Sondag gewerk nie ingesluit nie;

(*b*) onderhewig aan die bepalings van paragrawe (*c*), (*d*) en (*e*), moet vir oortyd wat deur 'n werknemer op enige dag bo en behalwe vier uur gewerk is, betaal word teen 'n loon vir dubbeltyd, maar mag nie by die totale weeklikse ure vir die doel van berekening van oortyd betaalbaar ingevolge paragraaf (*a*), ingesluit word nie;

(*c*) vir tyd gewerk op die halwe vakansiedag van 'n inrigting, bo en behalwe die gewone getal ure op daardie dag gewerk, en tyd wat op Sondae gewerk is, moet teen tweemaal die gewone loon betaal word. Dit is nie op tyd (*hetsy gedurende gewone werkure of oortyd*) gewerk in verband met die druk van aandnuusblaaie van toepassing nie. Nagwerkers in diens by eggendnuusblaaie is alleen geregtig tot die gewone oortydlone vir tyd op Sondae gewerk;

(*d*) in gevalle waar deur die vaste personeel van werknemers op Saterdae of Sondae gewerk word in verband met die druk van laat-Saterdagmiddag- en Sondag-nuusblaaie, moet die ekstra oortydloon betaalbaar aan die betrokke werknemers, nieteenstaande enigiets wat die teenoorgestelde bedoel hierin voorheen vervat, aangegaan by onderlinge ooreenkoms tussen die werkgewer en die plaaslike tak van die Vakvereniging, met die reg van beroep op die betrokke Gesamentlike Raad en/of na die Staande Komitee;

(*e*) in inrigtings waar die weeklikse werkure, voorgeskryf in artikel 7 (1) van hierdie Ooreenkoms, in vyf dae (naamlik van Maandag tot en met Vrydag) voltooi word, moet vir tyd gewerk op Saterdae vanaf die gewone begintyd tot twaalfuur smiddags, ingevolge paragraaf (*a*) van hierdie subartikel, en na twaalfuur smiddags teen tweemaal die gewone loon, betaal word;

(*f*) vir die toepassing van hierdie artikel word elke week afsonderlik beskou met dien verstande dat tyd deur 'n werknemer verloor, weens siekte of op versoek of met toestemming van die werkgewer, nie ingewerk behoef te word voordat oortyd bereken word nie;

(*g*) vir die toepassing van hierdie artikel word oortydlone bereken ingevolge artikel 4 (7) en die uitslag te vermeerder in die voorgeskrewe verhouding.

(2) 'n Werkgewer mag nie van 'n werknemer verlang of hom toelaat om oortyd te werk vir 'n totale tydperk wat in enige afsonderlike week onderstaande oorskry nie—

(*a*) tien uur; of

(*b*) 'n aantal ure (wat meer as tien kan wees) vasgestel deur die plaaslike Gesamentlike Raad, of die Staande Komitee as geen Gesamentlike Raad bestaan nie, by wyse van skriftelike kennisgewing aan die werkgewer met vermelding van die werknemer ten opsigte van wie die kennisgewing van toepassing is, en die tydperk waarvoor en die voorwaardes waaronder dit geldig is.

(3) 'n Werkgewer mag nie van 'n vroulike werknemer verlang of haar toelaat om oortyd te werk nie—

(*a*) vir meer as twee uur op enige afsonderlike dag;

(*b*) op meer as drie opeenvolgende dae;

(*c*) op meer as sestig dae enige jaar;

(*d*) na beëindiging van haar daaglikse werkure vir meer as een uur enige dag, tensy hy—

(i) sodanige werknemer voor 12 uur middag daarvan in kennis gestel het; of

(ii) sodanige werknemer met 'n toereikende ete voorsien voordat sy met oortyd moet begin; of

(iii) sodanige werknemer 'n toelae van 1s. 6d. (een sjieling en ses pennies) betaal het betyds genoeg om die werknemer in staat te stel om 'n ete te neem voordat daar met oortyd begin word.

(4) Foremen whose duties require them to supervise other employees whilst employed on overtime may be exempted from the terms of this section by a certificate issued by the local Joint Board, or, where no Joint Board exists, by the Standing Committee, specifying therein a weekly wage deemed by the issuing authority to be sufficient to compensate the exempted person for any overtime which he is likely to perform.

9. Apprentices and Unindentured Minors.

(1) No employer shall enter into a contract of apprenticeship with a person over the age of 21 years without the prior written consent of the Standing Committee. The terms of any such contract shall require the approval in writing of the Standing Committee. At the request of either party such contracts of major apprenticeship may be cancelled by the Standing Committee after it has given ten days' notice to the other party of its intention so to do.

(2) An employee, upon completion of a contract of apprenticeship, shall be regarded as a journeyman, and his employment by the employer with whom his apprenticeship has been served may not be terminated (except for reasons justifying summary dismissal) until he has worked for a minimum period of eight weeks for the employer concerned as a journeyman at the wages payable to journeymen. In case short-time is being worked in his department at the time of completion of his contract, the above period shall be extended to the equivalent of eight full weeks.

(3) Minors other than apprentices may only be employed in a designated trade with the approval of the Standing Committee.

(4) An employer may require a journeyman employee, as part of his ordinary duties, to instruct, and such employee shall so instruct, any apprentices in the same designated trade as such journeyman in the employment of such employer, so as to render such apprentices proficient in their trade. It shall be the duty of the employer to provide adequate facilities and time for such journeymen to give such training. No premium shall be charged or accepted by an employer for the training of an employee.

(5) An employer shall not employ any person under the age of sixteen years in a technical or mechanical capacity in the industry.

10. Holidays.

(1) The provisions herein contained are not intended to reduce the number of paid holidays received by an employee prior to the date of this Agreement in excess of the number provided hereunder.

(2) An employer shall allow and require his employee to take, and an employee shall take, in accordance with the provisions herein set forth, a minimum of three weeks' paid holiday leave during each year, and three special holidays, namely, New Year's Day, Good Friday, and Christmas Day. The ordinary annual holiday leave shall accrue proportionately in respect of the calendar year. The special holidays accrue in respect of the working week in which they fall, provided the employee is in the employment of the employer prior to the special holiday and during the working week. Holiday pay shall be paid at the rate of the regular wage the employee is in receipt of when he takes his holiday.

(3) Annual holiday leave shall be subject to the convenience of the employer, who shall arrange, wherever possible, to give at least one month's notice thereof. When one month's notice is not given, the employer shall make all arrangements through the Chapel, or, where no Chapel exists, through the Joint Board concerned. Employees shall take their annual holiday leave in an unbroken period. Annual leave shall be allowed and taken within the calendar year for which such leave is due, which leave shall be proportionate to the period served during that calendar year. Provided that annual leave in excess of two weeks may be allowed to accumulate with the permission of the Joint Board concerned, or the Standing Committee, in which case the employer shall deposit with the local branch of the Trade Union, at the time the employee takes his leave, the money due to the employee for the postponed leave, to be held in trust for such employee until he takes the holiday leave due to him.

(4) In the Municipal Area of Cape Town arrangements may be made between the Chapel and employer for employees to take one week's holiday and the balance in ordinary or statutory holidays, and be paid therefor, in lieu of the annual holiday leave provided in sub-section (3) of this section. In country newspaper offices special cases of hardship in respect of taking annual leave may be dealt with by the Standing Committee, who may grant permission for a portion of the annual holiday leave to be taken on statutory holidays other than the three mentioned in sub-section (2) of this section, or such other convenient days as may be arranged.

(4) Voormanne wie se plig dit is om toesig oor ander werknemers te hou terwyl hul oortyd werksaam is, kan van die bepalings van hierdie artikel vrygestel word deur 'n sertifikaat uitgereik deur die plaaslike Gesamentlike Raad, of as daar geen Gesamentlike Raad bestaan nie, deur die Staande Komitee, waarin 'n weeklikse loon bepaal word wat deur die owerheid wat dit uitgereik het as genoeg beskou word om die vrygestelde persoon te vergoed vir enige oortyd wat hy moontlik sal werk.

9. Vakleerlinge en oningeboekte minderjariges.

(1) Geen werkgewer mag, sonder voorafgaande skriftelike toestemming van die Staande Komitee, met 'n persoon, wat ouer as een-en-twintig jaar is, 'n vakleerlingskapkontrak aangaan nie. Die voorwaardes van so'n kontrak moet deur die Staande Komitee skriftelik goedgekeur word. Op versoek van enige party kan sodanige hoofvakleerlingskapkontrak deur die Staande Komitee gekanselleer word, nadat hy van sy voorneme om dit te doen, tien dae kennis aan die ander party gegee het.

(2) 'n Werknemer, na voltooiing van 'n vakleerlingskapkontrak, moet as 'n vakman beskou word, en sy diens by die werkgewer waar hy as vakleerling gedien het, mag nie (behalwe om redes wat onmiddellik ontslag regverdig) beeindig word nie, totdat hy vir 'n tydperk van minstens agt weke as vakman teen die loon betaalbaar aan vakmanne by die betrokke werkgewer gewerk het. Ingeval by die voltooiing van sy kontrak in sy afdeling korttyd gewerk word, moet bovermelde tydperk verleng word totdat dit gelykstaan met agt volle weke.

(3) Ander minderjariges as vakleerlinge mag alleen met goedkeuring van die Staande Komite in 'n aangewese vak, in diens geneem word.

(4) 'n Werkgewer kan van 'n vakmanwerknemer eis om as deel van sy gewone pligte onderrig te gee; en sodanige werknemer moet enige vakleerlinge in dieselfde aangewese vak as sodanige ambagsman in diens by sodanige werkgewer is, so te onderrig om die betrokke vakleerlinge bekwaam in hulle vak te maak. Dit is die plig van die werkgewer om voorsiening vir doeltreffende geleenthede te maak, asook genoegsame tyd te gee vir sodanige vakmanne om sodanige opleiding te gee. Geen betaling mag deur 'n werkgewer gevra of ontvang word vir die opleiding van 'n werknemer nie.

(5) 'n Werkgewer mag geen persoon onder die ouderdom van sestien jaar in diens neem in 'n tegniese of meganiese hoedanigheid in die nywerheid nie.

10. Vakansiedae en verlof.

(1) Die bepalings hierin vervat is nie bedoel om die aantal betaalde vakansiedae wat aan 'n werknemer voor die datum van hierdie Ooreenkoms toegestaan is bo die aantal hierin vasgestel, te verminder nie.

(2) 'n Werkgewer moet, ooreenkomstig die bepalings hierin uiteengesit, aan sy werknemer minstens drie weke se betaalde vakansieverlof gedurende elke jaar en drie spesiale vakansiedae, naamlik Nuwejaarsdag, Goeie-Vrydag en Kersdag, toestaan, en eis dat sy werknemer, wat verplig is om dit te neem, daarvan gebruik maak. Die gewone jaarlikse verlof loop na verhouding ten opsigte van elke kalenderjaar op. Die spesiale vakansiedae is verskuldig ten opsigte van die werkweek waarin hulle val, met dien verstande dat die werknemer voor die spesiale vakansiedag en gedurende die werkweek by die werkgewer in diens is. Betaling vir verlof word teen die gewone loon wat die werknemer ontvang as hy sy verlof neem, gemaak.

(3) Jaarlikse vakansieverlof is onderworpe aan die gerief van die werkgewer, wat, waar moontlik, reëlings moet tref om daarvan minstens een maand vantevore kennis te gee. Indien nie een maand vooraf kennis gegee word nie, moet die werkgewer alle reëlings deur die Kapel, of, waar geen Kapel bestaan nie, deur die betrokke Gesamentlike Raad maak. Werknemers moet hul jaarlikse vakansieverlof in 'n onafgebroke tydperk neem. Jaarlikse verlof moet gedurende die kalenderjaar, ten opsigte waarvan sodanige verlof verskuldig is, toegestaan en geneem word, en moet in verhouding wees met die tydperk van diens gedurende daardie kalenderjaar. Met dien verstande dat die oploping van jaarlikse verlof bo twee weke toegelaat mag word met die toestemming van die betrokke Gesamentlike Raad of die Staande Komitee en in hierdie geval moet die werkgewer, wanneer die werknemer sy verlof neem, die geld verskuldig aan die werknemer vir die uitgestelde verlof in die plaaslike tak van die vakvereniging stort om vir sodanige werknemer bewaar te word totdat hy die verlof wat aan hom verskuldig is, neem.

(4) In die munisipale gebied Kaapstad kan reëlings getref word tussen die kapel en werkgewer sodat werknemers pleks van die jaarlikse vakansieverlof voorgeskryf in subartikel (3) van hierdie artikel een week verlof en die res as gewone of wetlike vakansiedae, na gelang van die geval, kan neem, en daarvoor betaal word instede van die jaarlikse vakansieverlof. In plattelandse nuusbladkantore kan spesiale gevalle van ongerief wat betref die neem van jaarlikse verlof behandel word deur die Staande Komitee wat toestemming mag verleen dat 'n deel van die jaarlikse vakansieverlof geneem mag word op ander wetlike vakansiedae as die drie wat in subartikel (2) van hierdie artikel genoem is of op sodanige ander gerieflike dae as wat gereël mag word.

(5) Where an employer, at his discretion, permits an employee to take annual leave referred to in sub-section (3) hereof at a time when the full period of such holiday has not accrued, it shall be understood as follows, viz.:—

(*a*) The employer shall be entitled to claim and receive from the next employer of the employee concerned the sum equivalent to the paid holidays for which the next employer would otherwise be liable in the calendar year.

(*b*) Any such employee who voluntarily leaves his employment or is dismissed for reasons justifying dismissal shall be liable to refund to his employer the sum equivalent of any such excess holiday as he may have been given.

(*c*) Any employee whose employment is terminated through no fault of his own shall not be liable to make any refund or perform any gratuitous service in respect of any excess holiday pay he may have received, provided that on his obtaining new employment the case shall be dealt with as stipulated in paragraph (*a*) of this sub-section.

(6) (*a*) An employee leaving the service of an employer shall be entitled to and his employer shall pay him forthwith on termination of his employment an equivalent wages payment in lieu of any holiday leave accrued in terms of sub-section (3) hereof. Such holiday pay shall be calculated at the rate of $^{3}/_{49}$ths of a week's wages for each week worked. Broken weeks shall be paid for in proportion.

(*b*) When the term of employment extends over a period of four weeks or more, the employee shall be regarded as regularly employed, and be entitled to holiday leave pay for the whole period, even if, during a portion of that period, he was not employed on full time.

(*c*) In the event of an employee being unable to take the holiday represented by such holiday pay, through having to start work immediately with a new employer, such holiday pay shall be paid over by the employee to the local Branch Secretary of the Trade Union, to be held in trust by him, as agent of the Council for such employee, until he is able to take his annual holiday, provided that for the purpose of this section no employee shall be compelled to take annual leave who has been unemployed for a period of three weeks in the calendar year.

(7) Employers shall pay the wages due in respect of annual leave to be taken before the employees concerned proceed on such leave.

(8) An employer shall submit on request from the Standing Committee or the Local Joint Board a return of employees who have not been granted annual leave.

(9) Employees shall receive a paid holiday for New Year's Day, Good Friday, and Christmas Day, should they be employed during the working week in which any one of these special holidays falls and prior to the actual holiday. Provided that Boxing Day may be substituted for New Year's Day and Easter Monday may be substituted for Good Friday, by the employer giving notice to the Chapel one week in advance, in which case the provisions of this sub-section relating to New Year's Day and Good Friday shall apply in respect of the substituted days. An employee required to work on any of the three special paid holidays mentioned herein shall be paid for the whole day at double time and, in the case of Christmas Day, shall in addition, be given another day's holiday with pay. Should any of the above-mentioned special paid holidays fall on a Sunday, the following day shall be regarded as the paid holiday, provided that the Standing Committee may grant exemptions from this provision in the case of morning newspapers.

(10) Work on statutory holidays other than the paid holidays provided for in sub-section (9) above shall be paid for at ordinary rates. An employer who intends to close his establishment, or any portion thereof, on a statutory holiday shall give notice thereof to the employees affected at least two hours before the ordinary closing hour on the second working day prior to such holiday. Should an employer, after having given such notice, require any employee to work on such day, he shall pay such employee at least one and a half days' pay therefor.

11. Time and Wages Registers.

(1) Attention is drawn to section *fifty-seven* of the Act, which requires every employer upon whom any agreement has been made binding in terms of the Act, to keep, in the form prescribed by regulation in respect of all persons employed by him, records of remuneration paid, time worked and such other particulars as are prescribed by regulation.

(2) An employer shall require his employees to submit daily, and employees shall submit to their employer, time sheets, as per specimen below, which shall be furnished by the employer, showing the class of work performed and the hours spent upon each separate job. From such daily time sheets an employer shall post the Time and Wages Register, and shall retain such daily time sheets for inspection for at least three years.

(5) Ingeval 'n werkgewer na goeddunke aan 'n werknemer toestaan om sy jaarlikse verlof, genoem in subartikel (3) hiervan, te neem voordat die volle termyn van sodanige verlof verskuldig is, geld die onderstaande verstandhouding:—

(*a*) Die werkgewer is geregtig om van die volgende werkgewer van die betrokke werknemer 'n bedrag, gelykstaande aan die betaalde vakansiedae, waarvoor daardie werkgewer in die betrokke kalenderjaar anders aanspreeklik sou wees, te eis en te ontvang.

(*b*) Enige sodanige werknemer wat vrywillig sy diens verlaat of ontslaan word om redes wat ontslag regverdig, is aanspreeklik vir die terugbetaling aan sy werkgewer van die bedrag gelykstaande aan enige sodanige oorverlof as aan hom toegestaan is.

(*c*) Enige werknemer van wie die diens buite sy toedoen beëindig word, behoef nie, ten opsigte van enige oorverlofbetaling wat hy ontvang het, enige bedrag terug te betaal of gratis te werk nie, met dien verstande dat, wanneer hy 'n nuwe betrekking kry, die geval ooreenkomstig paragraaf (*a*) van hierdie subartikel behandel moet word.

(6) (*a*) 'n Werknemer wat 'n werkgewer se diens verlaat, is geregtig tot 'n gelykstaande loonbetaling pleks van vakansieverlof wat kragtens subartikel (3) hiervan opgeloop het en sy werkgewer moet dit onverwyld en by diensbeëindiging aan hom betaal. Sodanige verlofbetaling moet bereken word teen 3/49ste van 'n weekloon vir elke week gewerk. Betaling vir onderbroke weke moet proporsioneel geskied.

(*b*) Indien die dienstydperk oor 'n termyn van vier weke of langer strek, word dit beskou dat die werknemer in gereëlde diens is en is hy geregtig tot verlofbetaling vir die hele tydperk, selfs al het hy gedurende 'n deel van daardie tydperk nie volle tyd gewerk nie.

(*c*) Ingeval 'n werknemer nie in staat is om die verlof, wat deur sodanige verlofbetaling verteenwoordig word, te neem nie, deurdat hy onmiddellik by 'n ander werkgewer diens moet aanvaar, moet sodanige verlofbetaling deur die werknemer aan die sekretaris van die plaaslike tak van die vakvereniging uitbetaal word, om deur hom as agent van die Raad vir sodanige werknemer bewaar te word, totdat hy sy jaarlikse verlof kan neem, met dien verstande dat, vir die toepassing van hierdie artikel, geen werknemer, wat in 'n bepaalde kalenderjaar vir 'n tydperk van drie weke werkloos is, verplig is om jaarlikse verlof te neem nie.

(7) Werkgewers moet die lone, verskuldig ten opsigte van jaarlikse verlof wat geneem word, betaal voordat die betrokke werknemers op sodanige verlof gaan.

(8) 'n Werkgewer moet op versoek van die Staande Komitee of die plaaslike Gesamentlike Raad 'n opgawe verstrek van werknemers aan wie jaarlikse verlof nie toegestaan is nie.

(9) Aan werknemers moet op Nuwejaarsdag, Goeie-Vrydag en Kersdag 'n betaalde vakansiedag toegestaan word, indien hulle in die loop van die werkweek waarin enigeen van hierdie spesiale vakansiedae val en voor die werklike vakansiedag, gewerk het; met dien verstande dat 'n werkgewer deur 'n week vooruit daarvan kennis te gee aan die Kapel, Tweede Kersdag in plaas van Nuwejaarsdag en Paasmaandag in plaas van Goeie-Vrydag mag stel, en in sodanige geval is die bepalings van hierdie subartikel betreffende Nuwejaarsdag en Goeie-Vrydag van krag ten opsigte van die vervange dae. Aan 'n werknemer wat op enige van die drie spesiale betaalde vakansiedae hierin genoem, moet werk, moet vir die hele dag dubbel die gewone loon betaal word en in die geval van Kersdag moet daar bo-op nog 'n ander dag vakansie met betaling gegee word. Ingeval enige van die bogenoemde spesiale betaalde vakansiedae op 'n Sondag val, moet die daarop volgende dag beskou word as die betaalde vakansiedag, met dien verstande dat die Staande Komitee in die geval van oggendnuusblaaie van hierdie bepaling vrystelling kan verleen.

(10) Betaling vir werk wat gedoen word op wetlike vakansiedae, behalwe die betaalde vakansiedae bepaal in subartikel (9) hierbo, moet geskied teen die gewone skale. 'n Werkgewer wat voornemens is om sy inrigting, of enige gedeelte daarvan, op 'n wetlike vakansiedag te sluit, moet die betrokke werknemers minstens twee uur voor die gewone sluitingsuur op die tweede werkdag voor sodanige vakansiedag, daarvan in kennis stel. As 'n werkgewer, na hy sodanige kennis gegee het, eis dat 'n werknemer moet werk op sodanige dag, moet die werknemer vir so'n dag se werk loon ontvang gelykstaande aan minstens die loon vir anderhalfdag.

11. Tyd- en loonregisters.

(1) Die aandag word gevestig op artikel *sewe-en-vyftig* van die Wet waarby elke werkgewer, op wie 'n ooreenkoms ingevolge die Wet bindend gemaak is, verplig word om, ten opsigte val al die persone by hom werksaam, aantekening van lone wat betaal, tyd wat gewerk en sodanige ander besonderhede wat deur die regulasies voorgeskrywe is, te hou in die vorm voorgeskryf by regulasie.

(2) 'n Werkgewer moet van sy werknemers eis, en werknemers moet daaraan voldoen, om daagliks state in te dien soos onderstaande voorbeeld aantoon, wat deur die werkgewer verstrek moet word, en moet die soort werk gedoen, en die ure wat elke afsonderlike werk vereis het, aantoon. Van sodanige daaglikse tydstate moet 'n werkgewer die Tyd- en Loonregister pos, en moet sodanige daaglikse tydstate vir ondersoek vir ten minste drie jaar hou.

DAILY TIME SHEET.

Name of Employee..... Date..... 194....

Job No.	Name and Description of Job.	Kind of Work.	Time Started.	Time Taken.	Remarks.

I hereby declare that on the above date I was employed by the "Blank" Printing Co., and performed work as indicated for the periods shown above.

Signature of Employee.....

12. CERTIFICATES OF EMPLOYMENT.

For the purpose of determining the wages payable to employees whose wages are based on the length of their experience, and for the purposes of the Joint Unemployment Fund regulations as set out in the Constitution of the Council, and for the purposes of the Provident Fund, every employer shall issue a certificate of employment free of charge to each such employee at the time when he leaves such employer's service, and a duplicate copy of such certificate to the local Branch Secretary of the Union; the certificate shall show the employee's name in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer and the reason for the termination of employment.

13. EXEMPTIONS.

(1) Any employee who, on account of old age or infirmity, is unable to do the work normally performed by an able-bodied employee, may be employed at such wages and under such conditions as may be approved in writing by the Standing Committee. Provisional certificates or licences of exemption in such cases may be issued by Joint Boards, and shall operate until confirmed or otherwise by the Standing Committee.

(2) In respect of employees in Areas "B", "C" and "D" who were employed by the same employer immediately prior to the coming into force of this Agreement, and whose wage scales have been altered as the result of the regrading of areas, the Standing Committee shall, on request, grant exemption certificates or licences to enable them to continue to be employed on their previous scale of wages or at any such intermediate rate of wages as may be arranged.

(3) Employers in Areas "B" and "C" shall be exempted in respect of each employee whose rates of wages are prescribed in section 4 (1) (*a*) and (*b*) of this Agreement, enabling them to contribute to the Council Funds the sum of 5s. 6d. (five shillings and sixpence) per week in place of the amounts specified in section 14 of this Agreement. Such contributions shall be in respect of the General Fund 4d. (fourpence), the Joint Unemployment Fund 2d. (twopence), the Provident Fund 2s. 6d. (two shillings and sixpence) and the Joint War Service Fund 2s. 6d. (two shillings and sixpence).

(4) With such limitations as imposed by section 18 of this Agreement, special exemption from the terms of this Agreement, save in respect of section 19 (2) and (3), may in the case of any other person be granted in writing by the Standing Committee, which shall, in fixing the wages and other conditions under which the exempted person may be employed, give consideration to the recommendation of the Joint Board in the area concerned.

(5) The Secretary of the Council shall issue to every person or establishment granted exemption a certificate or licence signed by him for and on behalf of the Standing Committee, setting out the wages to be paid and conditions which are a departure from the conditions laid down in this Agreement, which certificate or licence, or a copy certified by the said Secretary, shall be the only evidence admissible of the terms of such exemption.

(6) The Standing Committee may, after one week's notice, in writing, to the employee and employer concerned, withdraw any exemption certificate or licence, whether or not the period for which exemption was granted has expired.

14. GENERAL FUND, UNEMPLOYMENT FUNDS, JOINT WAR SERVICE FUND AND PROVIDENT FUND CONTRIBUTIONS.

(1) *General Fund.*—Every employer shall contribute to the General Fund of the Council 8d. (eightpence) per week for each employee employed by him for whom wages are prescribed in section 4 (1) (*a*) and (*b*) of this Agreement, and for apprentices during the last year of their apprenticeship; and 4d. (fourpence) per week for each employee for whom wages are prescribed in section 4 (1) (*c*) and (*e*) of this Agreement, and for apprentices during the years preceding their last year of apprenticeship, and for all non-technical employees for whom Unemployment Benefits are provided in terms of sub-section (4) of this section.

(2) *Joint Unemployment Fund.*—Every employer shall contribute to the Joint Unemployment Fund of the Council the sum of 4s. 4d. (four shillings and fourpence) per week in respect of each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in

DAAGLIKSE TYDSTAAT.

Naam van werknemer..... Datum..... 194....

Werk No.	Naam en beskrywing van werk.	Soort werk.	Tyd begin.	Tyd geneem.	Opmerkings.

Ek verklaar hierby dat ek op bovermelde datum in diens was by die ..... Druk Ko., en het werk verrig soos aangetoon vir die tydperke hierbo aangegee.

Handtekening van werknemer.....

Ek verklaar hierby dat ek op bovermelde datum in diens was by die.....Druk, Ko., en het werk verrig soos aangetoon vir die tydperke hierbo aangegee.

Handtekening van werknemer.....

12. DIENSSERTIFIKATE.

Ten einde die lone betaalbaar aan werknemers, van wie die lone op die duur van hul ervaring baseer is, te kan vasstel en vir die doeleindes van die reglemente van die Gesamentlike Werkloosheidsfonds; soos uiteengesit in die konstitusie van die Raad en vir die doeleindes van die Voorsieningsfonds, moet elke werkgewer aan elke sodanige werknemer wanneer hy sodanige werkgewer se diens verlaat, gratis 'n diensertifikaat uitreik en 'n afskrif van sodanige sertifikaat aan die plaaslike Sekretaris van die betrokke tak van die Vereniging stuur; die sertifikaat moet die werknemer se volle naam, adres, beroep en die loon betaal, aantoon, asook die datums waarop hy by die werkgewer in en uit diens getree het en die rede waarom sy diens beëindig is.

13. VRYSTELLINGS.

(1) Enige werknemer wat weens hoë ouderdom of liggaamsgebrek onbekwaam is om die werk wat gewoonlik deur 'n liggaamlik gesonde werknemer verrig word, te doen, kan teen sodanige loon en op sodanige voorwaardes, as skriftelik deur die Staande Komitee goedgekeur word, in diens geneem word. Voorlopige sertifikate of vrystellingsertifikate kan in sodanige gevalle deur Gesamentlike Rade uitgereik word en hulle bly geldig totdat hulle deur die Staande Komitee goed- of afgekeur word.

(2) Die Staande Komitee moet, op versoek, aan werknemers wat in gebiede B, C en D onmiddellik voor hierdie Ooreenkoms van krag word by dieselfde werkgewer in diens was en wie se loonskale as gevolg van die hergradering van gebiede, verandering ondergaan het, vrystellingsertifikate uitreik ten einde hulle in staat te stel om in diens gehou te word teen hul vorige loonskale of teen enige sodanige tussenloonskale as wat gereël mag word.

(3) Werkgewers in gebiede B en C word vrygestel ten opsigte van elke werknemer wie se loonskale in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms voorgeskryf is ten einde hulle in staat te stel om pleks van die bedrae gespesifiseer in artikel 14 van hierdie Ooreenkoms, die bedrag van 5s. 6d. (vyf sjielings en ses pennies) per week tot die Raadsfonds by te dra. Sodanige bydraes is ten opsigte van die Algemene Fonds, 4d. (vier pennies), die Gesamentlike Werkloosheidsfonds, 2d. (twee pennies) die Voorsieningsfonds, 2s. 6d. (twee sjielings en ses pennies), en die Gesamentlike Oorlogsdiensfonds 2s. 6d. (twee sjielings en ses pennies).

(4) Met sodanige beperkings soos opgelê by artikel 18 van hierdie Ooreenkoms, kan spesiale vrystelling van die bepalings van hierdie Ooreenkoms behalwe ingevolge artikel 19 (2) en (3), in die geval van enige ander persoon skriftelik verleen word deur die Staande Komitee, wat by die vasstelling van die lone en ander voorwaardes, waarop die vrygestelde persoon in diens geneem kan word, die aanbeveling van die Gesamentlike Raad in die betrokke gebied in aanmerking moet neem.

(5) Die Sekretaris van die Raad moet aan elke persoon of inrigting aan wie vrystelling verleen word, 'n sertifikaat deur hom onderteken namens die Staande Komitee, uitreik waarin die loon wat betaal moet word en enige voorwaardes wat afwyk van die voorwaardes vasgestel in hierdie Ooreenkoms, vermeld word en die sertifikaat, of 'n afskrif daarvan, gesertifiseer deur genoemde Sekretaris, is die enigste getuienis wat as bewys van sodanige vrystelling aangeneem word.

(6) Die Staande Komitee kan, nadat aan die betrokke werkgewer en werknemer een week vooraf skriftelik kennis gegee is, enige vrystellingsertifikaat terugtrek, of die termyn waarvoor vrystelling verleen was verstryk het of nie.

14. BYDRAES TOT DIE ALGEMENE FONDS, WERKLOOSHEIDSFONDS, GESAMENTLIKE OORLOGSDIENSFONDS, EN VOORSIENINGSFONDS.

(1) *Algemene Fonds.*—Elke werkgewer moet, ten opsigte van elke werknemer in sy diens vir wie in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms lone voorgeskryf word, en ten opsigte van vakleerlinge gedurende die laaste vakleerlingskapjaar, weekliks 8d. (agt pennies), en ten opsigte van elke werknemer vir wie in artikel 4 (1) (*c*) en (*e*) van hierdie Ooreenkoms lone voorgeskryf word, en ten opsigte van vakleerlinge gedurende die jare voor die laaste vakleerlingskapjaar, weekliks 4d. (vier pennies) tot die Algemene Fonds van die Raad bydra; en vir alle nie-tegniese werknemers vir wie Werkloosheidsbystand ingevolge subartikel (4) van hierdie artikel bepaal word.

(2) *Gesamentlike Werkloosheidsfonds.*—Elke werkgewer moet ten opsigte van elke werknemer in sy diens, wat lid van die Vakvereniging is en vir wie in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms lone voorgeskryf word, weekliks die bedrag van 4s. 4d. (vier sjielings en vier pennies) en 1s. 4d. (een

section 4 (1) (*a*) and (*b*) of this Agreement; 1s. 4d. (one shilling and fourpence) per week in respect of apprentices in the last year of their apprenticeship; and 2d. (twopence) per week for each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in section 4 (1) (*c*) and (*e*) of this Agreement and for apprentices in the years preceding their last year of apprenticeship.

NOTE.—For exceptions in Areas "B" and "C", see section 13 (3).

(3) *Provident Fund.*—Every employer shall contribute to the Provident Fund of the Council the sum of 5s. (five shillings) per week in respect of each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in section 4 (1) (*a*) and (*b*) of this Agreement, and 2s. 6d. (two shillings and sixpence) per week in respect of each employee employed by him who is a member of the Trade Union who has had two years' or more experience in the industry, and for whom wages are prescribed in section 4 (1) (*c*) of this Agreement.

NOTE.—For exceptions in Areas "B" and "C", see section 13 (3).

(4) *Unemployment Benefit for Non-Technical Employees.*—Every employer of non-technical employees who would be eligible, in terms of the Unemployment Benefit Act of 1937, to be insured under the said Act, shall contribute to a special fund, entitled Non-Technical Employees' Unemployment Benefit Fund, the sum per week set forth in the following paragraphs:—

(*a*) For each non-technical employee whose wage rate is not more than 30s. per week or £6. 10s. per month, the sum of 10d. (tenpence) per week, 2d. (twopence) of which shall be the employee's share of the contribution. (Group 1.)

(*b*) For each non-technical employee whose wage rate is over 30s. per week and not more than 50s. per week, or over £6. 10s. per month and not more than £10. 16s. 8d. per month, the sum of 1s. 8d. (one shilling and eightpence) per week, and 6d. (sixpence) of which shall be the employee's share of the contribution. (Group 2.)

(*c*) For each non-technical employee whose wage rate is over 50s. per week or £10. 16s. 8d. per month and not more than £450 per annum, the sum of 2s. 6d. (two shillings and sixpence) per week, 1s. (one shilling) of which shall be the employee's share of the contribution. (Group 3.)

Provided that if a contributor's wage rate is raised to more than £450 per annum he shall remain a contributor until his wage rate exceeds £500 per annum.

(5) Employers in all areas except "B" and "C" shall be entitled to deduct from the wages of employees employed by them who are members of the Trade Union, and for whom wages are prescribed in section 4 (1) (*a*) and (*b*) of this Agreement a proportion of the contributions referred to in sub-sections (1) and (2) hereof not exceeding the sum of 2s. (two shillings) per week, and in respect of all non-technical employees for whom Unemployment Benefits are provided in terms of sub-section (4) of this section, the sum specified therein as the employee's share of the contribution.

(6) (*a*) In order to facilitate the payment of all contributions payable by employers in accordance with the provisions of this section, payment shall be effected by purchasing from the Secretary of the Council at his address stamps provided for the said purpose, which stamps shall be affixed weekly by employers to the respective employees' Unemployment Fund contribution books.

(*b*) In cases where the employee is employed for more than half a week but less than a full week, the full week's contributions are payable. Should an employee be employed for less than half a week, the employer shall pay to the Joint Board for the area concerned (or where no Joint Board exists to the Standing Committee) a proportionate amount in respect of the stamp contributions which would be payable on account of such employee had he worked a full week. The proportionate cost of the stamp shall be ascertained by dividing the value of the stamp by the number of days normally worked per week in such establishment, and then multiplying it by the number of days worked.

(*c*) The Council shall provide special stamps of suitable denominations, which shall be sold on requisition to individual employers.

(*d*) The Council shall provide for each employee a contribution book for the purpose of affixing stamps covering the amount of contributions to the Funds.

(*e*) Each employer shall affix weekly in the contribution book of each of his employees a stamp representing the amount of the joint weekly contributions of both employer and employee.

(*f*) Contribution books may be kept by the employer, but shall remain the property of the Council, and shall be subject to inspection at any time by persons appointed or authorised by the Standing Committee. Such books shall be handed over to the employee at his request or at the termination of his employment. In the event of an employee leaving the industry his contribution book shall be handed to the local branch of the Trade Union by the employer concerned.

(*g*) The employee's contribution book shall constitute the receipt for contributions to the Funds, and, together with the employer's certificate of employment, shall establish the employee's right to claim benefit from the Funds in accordance with the regulations. In the event of a contribution book being lost, an employee shall be entitled to a new book upon payment of the sum of 2s. 6d.

sjieling en vier pennies) weekliks vir vakleerlinge in hulle laaste vakleerlingskapjaar en 2d. (twee pennies) weekliks vir elke werknemer in sy diens wat lid van die Vakvereniging is en vir wie lone in artikel 4 (1) (*c*) en (*e*) van hierdie Ooreenkoms voorgeskryf word, en vir vakleerlinge gedurende die jare voor hulle laaste vakleerlingskapjaar, tot die Gesamentlike Werkloosheidsfonds van die Raad bydra.

OPMERKING.—Vir uitsonderings in gebiede B en C kyk na artikel 13 (3).

(3) *Voorsieningsfonds.*—Elke werkgewer moet tot die Voorsieningsfonds van die Raad die bedrag van 5s. (vyf sjielings) per week bydra ten opsigte van elke werknemer wat by hom in diens en 'n lid van die Vakvereniging is en vir wie lone in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms voorgeskryf is, en 2s. 6d. (twee sjielings en ses pennies) per week ten opsigte van elke werknemer by hom in diens en wat 'n lid van die Vakvereniging is met twee jaar of langer ervaring in die nywerheid en vir wie lone in artikel 4 (1) (*c*) van hierdie Ooreenkoms voorgeskryf is.

OPMERKING.—Vir uitsonderings in gebiede B en C kyk na artikel 13 (3).

(4) *Werkloosheidsbystand vir nie-tegniese werknemers.*—Elke werkgewer van nie-tegniese werknemers wat, ingevolge die Werkloosheidbystandswet, 1937, geskik sal wees om ingevolge genoemde Wet verseker te word, moet tot 'n spesiale fonds, die Nie-tegniese Werknemerswerkloosheidbystandsfonds genoem, die bedrag per week bydra wat in onderstaande paragrawe uiteengesit word:—

(*a*) Vir elke nie-tegniese werknemer wie se loonskaal hoogstens 30s. per week of £6. 10s. per maand is, die bedrag van 10d. (tien pennies) per week, 2d. (twee pennies) daarvan moet die werknemer se deel van die bydrae wees. (Groep 1.)

(*b*) Vir elke nie-tegniese werknemer wie se loonskaal meer as 30s. (dertig sjielings) en hoogstens 50s. per week is, of meer as £6. 10s. per maand en hoogstens £10. 16s. 8d. per maand is, die bedrag van 1s. 8d. (een sjieling en agt pennies) per week, 6d. (ses pennies) daarvan moet die werknemer se deel van die bydrae wees. (Groep 2.)

(*c*) Vir elke nie-tegniese werknemer wie se loonskaal meer as 50s. per week of £10. 16s. 8d. per maand en hoogstens £450 per jaar is, die bedrag van 2s. 6d. (twee sjielings en ses pennies) per week, 1s. (een sjieling) daarvan moet die werknemer se deel van die bydrae wees. (Groep 3.)

Met dien verstande dat as 'n bydraer se loonskaal tot meer as £450 per jaar verhoog word, hy 'n bydraer moet bly totdat sy loonskaal meer as £500 per jaar is.

(5) Werkgewers in alle gebiede, behalwe B en C is geregtig om, ten opsigte van werknemers wat in hulle diens is, wat lede van die Vakvereniging is en vir wie in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms lone voorgeskryf word, 'n deel van die bydraes nie 2s. (twee sjielings) weekliks te bowegaande nie, vermeld in subartikels (1) en (2) hiervan, van die lone verskuldig aan genoemde werknemers af te trek, en ten opsigte van alle nie-tegniese werknemers vir wie Werkloosheidbystand ingevolge subartikel (4) van hierdie artikel bepaal is, die bedrag daarin bepaal as die werknemer se deel van die bydrae.

(6) (*a*) Ten einde betaling van alle bydraes betaalbaar deur werkgewers, ooreenkomstig die bepalings van hierdie artikel, te vergemaklik, moet betaling geskied deur van die Sekretaris van die Raad by sy adres seëls wat vir genoemde doel beskikbaar gestel is, te koop; genoemde seëls moet deur werkgewers weekliks in die Werkloosheidsfondsbydraeboekies van die betrokke werknemers geplak word.

(*b*) In gevalle waar die werknemer in diens is vir meer as 'n halwe week, maar vir minder as 'n volle week, is die volle week se bydraes betaalbaar. As 'n werknemer vir minder as 'n halwe week in diens is, moet die werkgewer aan die Gesamentlike Raad vir die betrokke gebied (of waar geen Gesamentlike Raad bestaan nie dan aan die Staande Komitee) 'n bedrag betaal in verhouding met die seëlbydraes wat op rekening van sodanige werknemer betaalbaar sou gewees het as hy 'n volle week gewerk het. Die eweredige koste van die seël moet vasgestel word deur die waarde van die seël te deel deur die getal dae wat normale omstandighede in sodanige inrigting per week gewerk is, en dan dit te vermenigvuldig met die getal dae wat gewerk is.

(*c*) Die Raad moet spesiale seëls voorsien van 'n passende grootte wat op aanvraag aan afsonderlike werkgewers verkoop moet word.

(*d*) Die Raad moet voorsiening maak vir 'n bydraeboekie vir elke werknemer ten einde seëls daarin te plak wat die bedrag van die bydraes tot die fonds dek.

(*e*) Elke werkgewer moet weekliks in die bydraeboek van elk van sy werknemers 'n seël plak wat die bedrag weergee van die gesamentlike weeklikse bydraes van die werkgewer sowel as van die werknemer.

(*f*) Bydraeboeke kan deur die werkgewer gehou word, maar bly die eiendom van die Raad en is te eniger tyd onderhewig aan insae vir persone wat deur die Staande Komitee aangestel of daartoe gemagtig is. Sodanige boeke moet aan die werknemer op sy versoek of by sy diensbeëindiging oorhandig word. In geval 'n werknemer die nywerheid verlaat, moet sy bydraeboek aan die plaaslike tak van die vakvereniging deur die betrokke werkgewer oorhandig word.

(*g*) Die werknemer se bydraeboek dien as kwitansie vir bydraes aan die fonds en verleen tesame met die werkgewer se sertifikaat die werknemer die reg om bystand van die fonds in ooreenstemming met die regulasies te eis. Ingeval 'n bydraeboek op soek raak, is 'n werknemer by betaling van die bedrag van 2s. 6d. op 'n nuwe boek geregtig.

(*h*) It is a condition of membership of the Funds that no employee member shall be entitled to assign or charge any of the benefit due to him from the Funds.

(7) Contributions to the General Fund in respect of employees who are not members of the Trade Union shall be paid monthly by the employer to the Secretary of the Council at his address not later than 30 days after accrual.

(8) All Funds or moneys, including the General Fund, shall be administered in terms of the Constitution of the Council.

(9) (*a*) The Joint War Service Fund established between the parties to the Council on 1st January, 1941, for the purpose of providing benefits to employees who have enlisted for Active Service is hereby continued. For the purpose of maintaining the Joint War Service Fund—

every employer shall contribute the sum of 5s. per week in respect of each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in section 4 (1) (*a*) and (*b*) of this Agreement and 2s. 6d. per week for each employee employed by him who is a member of the Trade Union and for whom wages are prescribed in section 4 (1) (*c*) and (*e*) of this Agreement and for apprentices.

(*b*) The Trade Union shall contribute an amount equal to the total amounts paid by employers in terms of sub-section (*a*) hereof.

(*c*) Sub-sections (6) and (8) of this section shall be deemed to apply to the Joint War Service Fund.

(*d*) The benefits which the said Fund provides are £9 per month maximum in respect of Grade I members of the Trade Union and £4. 10s. per month maximum in respect of all other members of the Trade Union, all, however, subject to the rules and regulations of the Fund as adopted by the Executive Committee of the Council from time to time.

15. Unemployment Funds.

(1) *Joint Unemployment Fund.*—The object of the Joint Unemployment Fund shall be the provision of benefit during periods of unemployment and sickness to such employees in the industry as are members of the Fund in terms of regulations framed under the Constitution of the Council.

(2) Membership of the Joint Unemployment Fund shall be compulsory upon the following classes of employees who are members of the Trade Union, viz.:—

(*a*) All journeymen, hereinafter referred to as Grade A.

(*b*) All other employees, including apprentices, hereinafter referred to as Grade B.

(3) Any employer, when requested by the Secretary of the Council, shall supply a list of his employees, specifying those under Grade A and those under Grade B.

(4) *Unemployment Benefit for Non-Technical Employees.*—Non-technical employees who would be eligible to be insured in terms of the Unemployment Benefit Act of 1937, shall become contributors to the Non-technical Employee's Unemployment Benefit Fund and shall be grouped in accordance with their respective wage rates as specified in paragraphs (*a*), (*b*) and (*c*) of sub-section (4) of section 14. The following regulations shall govern the payment of benefits from this Fund:—

(*a*) After qualifying for benefits a contributor who becomes unemployed shall be entitled to unemployment benefit at the rate specified hereunder for the wage group to which he had qualified prior to becoming unemployed, as follows:—

Group (1) 10s. per calendar week.
Group (2) 20s. per calendar week.
Group (3) 30s. per calendar week.

Provided that no contributor shall be entitled to draw, in the aggregate, more than one week's benefit for each six weekly contributions paid in respect of him, or, the total amount of benefits standing to his credit in each wage group (whichever is the lesser).

(*b*) Should a contributor cease to be a contributor for any reason, after he has qualified for benefits, and within three years of ceasing to be a contributor become unemployed, he shall be entitled to unemployment benefits under this Fund.

(*c*) A contributor shall not be entitled to receive benefits—

(i) unless he has paid at least 26 weeks' contributions within the two years immediately preceding the beginning of the period of unemployment;

(ii) in respect of the first week of unemployment;

(iii) in respect of more than thirteen weeks in any calendar half-year;

(iv) unless he is capable of and available for work;

(v) unless he applies on the form provided by the Standing Committee;

(vi) during six weeks, or less, from the date on which he ceased work, if the Standing Committee considers he was discharged for misconduct, or left his employment without just cause;

(vii) if he refuses to accept suitable work (as defined in section *forty-three* of the Unemployment Benefit Act of 1937).

(*d*) The Council shall provide for each contributor a contribution book for the purpose of affixing stamps covering the amount of contributions to the Fund.

(*h*) Dit is 'n lidmaatskapvoorwaarde van die fondse dat geen werknemerlid daartoe geregtig is om enige van die bystand aan hom verskuldig uit die fonds oor te maak of aan iemand toe te vertrou nie.

(7) Bydraes tot die Algemene Fonds ten opsigte van werknemers wat nie lede van die Vakvereniging is nie, moet maandeliks en binne 30 dae nadat dit opgeloop het deur die werkgewer aan die Sekretaris van die Raad by sy adres betaal word.

(8) Alle fondse of gelde met inbegrip van die Algemene Fonds word deur die Raad kragtens sy konstitusie beheer.

(9) (*a*) Die Gesamentlike Oorlogsdiensfonds gestig tussen die partye van die Raad op 1 Januarie 1931, met die doel om bystand te verleen aan werknemers wat vir Aktiewe Diens aangesluit het, word hierby voortgesit. Ten einde die Gesamentlike Oorlogsdiensfonds in stand te hou, moet—

elke werkgewer die bedrag van 5s. per week bydra ten opsigte van elke werknemer by hom in diens wat 'n lid van die vakvereniging is en vir wie lone in artikel 4 (1) (*a*) en (*b*) van hierdie Ooreenkoms voorgeskryf is, en 2s. 6d. per week vir elke werknemer by hom in diens wat 'n lid van die vakvereniging is en vir wie lone in artikel 2 (1) (*a*) en (*e*) van hierdie Ooreenkoms voorgeskryf is en vir vakleerlinge.

(*b*) Die vakvereniging moet 'n bedrag bydra wat gelyk is aan die totale bedrae wat deur werkgewers ingevolge subartikel (*a*) hiervan betaal word.

(*c*) Subartikels (6) en (8) van hierdie artikel moet beskou word op die Gesamentlike Oorlogsdiensfonds van toepassing te wees.

(*d*) Die bystand wat genoemde fonds verskaf, is 'n maksimum van £9 per maand ten opsigte van graad I lede van die vakvereniging en 'n maksimum van £4. 10s. per maand ten opsigte van alle ander lede van die vakvereniging; alles is egter onderhewig aan die reëls en regulasies van die fonds soos wat die Uitvoerende Komitee van die Raad van tyd tot tyd mag aanneem.

15. Werkloosheidsfondse.

(1) *Gesamentlike Werkloosheidsfonds.*—Die doel van die Gesamentlike Werkloosheidsfonds is die verstrekking van werkloosheidstoelae gedurende werkloosheid aan sodanige werknemers in die nywerheid wat lede van die fonds is ooreenkomstig die reglement ingevolge die grondreëls van die Raad opgestel.

(2) Lidmaatskap van die Gesamentlike Werkloosheidsfonds is verpligtend vir onderstaande kategorieë werknemers wat lede van die vakvereniging is, te wete:—

(*a*) Alle vakmanne, hierin verder genoem graad A.

(*b*) Alle ander werknemers met inbegrip van vakleerlinge hierin verder genoem graad B.

(3) Wanneer enige werkgewer deur die Sekretaris van die Raad daartoe versoek word, moet hy 'n naamlys van sy werknemers indien met aanduiding van diegene onder graad A en diegene onder graad B.

(4) *Werkloosheidbystand vir nie-tegniese werknemers.*—Nie-tegniese werknemers wat geskik is om ingevolge die Werkloosheidbystandswet, 1937, verseker te word, moet bydraers van die Nie-tegniese Werknemerswerkloosheidbystandsfonds word en moet ingedeel word volgens hulle onderskeie loonskale soos bepaal in paragrawe (*a*), (*b*) en (*c*) van subartikel (4) van artikel 14. Onderstaande regulasies beheer die betaling van bystand uit hierdie fonds:—

(*a*) Nadat 'n bydraer vir bystand gekwalifiseer het en werkloos is, is hy op bystand geregtig teen die tarief hieronder bepaal vir die loongroep waarvoor hy gekwalifiseer het voordat hy werkloos geword het, naamlik:—

Groep (1) 10s. per kalenderweek,
Groep (2) 20s. per kalenderweek,
Groep (3) 30s. per kalenderweek,

met dien verstande dat geen bydraer daartoe geregtig is om gesamentlik meer as een week se bystand te trek vir elke ses weeklikse bydraes wat ten opsigte van hom betaal is, of die totale bedrag bystand wat in elke loongroep tot sy kredict is (na gelang van die kleinste bedrag).

(*b*) As 'n bydraer, nadat hy om bystand gekwalifiseer het om enige rede ophou om 'n bydraer te wees en binne drie jaar nadat hy opgehou het om 'n bydraer te wees, werkloos word, is hy onder hierdie fonds op werkloosheidbystand geregtig.

(*c*) 'n Bydraer is nie op bystand geregtig nie—

(i) tensy hy minstens bydraes vir 26 weke betaal het in die twee jaar wat die begintydperk van werkloosheid onmiddellik voorafgaan;

(ii) ten opsigte van die eerste week werkloosheid;

(iii) ten opsigte van meer as dertien weke in enige kalender-halfjaar;

(iv) tensy hy bevoeg en beskikbaar vir werk is;

(v) tensy hy op die vorm aansoek doen wat die Staande Komitee verskaf;

(vi) gedurende ses weke of korter vanaf die datum waarop hy sy werk beëindig het, as die Staande Komitee beskou dat hy deur wangedrag ontslaan is of sy diens sonder goeie rede verlaat het;

(vii) as hy weier om geskikte werk aan te neem (soos bepaal in artikel 43 van die Werkloosheid-bystandswet van 1937).

(*d*) Die Raad moet vir elke bydraer voorsiening maak vir 'n bydraeboekie met die doel om seëls daarin te plak wat die bedrag bydraes tot die fonds dek.

(*e*) Each employer shall affix weekly in the contribution book of each of his employees a stamp representing the amount of the joint weekly contributions of both employer and employee to this Fund plus the amount of the employer's contribution to the General Fund of the Council.

(*f*) Contribution books may for convenience be retained by the employer while the contributor remains in his employ, but shall remain the property of the Council and shall be subject to inspection at any time by persons appointed or authorised by the Standing Committee.

(*g*) Upon termination of employment of a contributor, his contribution book shall be returned to him by the employer and at any reasonable time during employment a contributor may claim the right to examine his contribution book.

(*h*) The contribution book shall constitute the receipt for contributions paid into the Fund, and together with the employer's certificate of employment, shall establish the employee's right to claim benefits.

(*i*) The Standing Committee shall appoint an official at each of the principal centres of the Union to whom application shall be made for benefits. Where no such appointment is made, applications for benefit shall be made to the Secretary of the Council. Such officials shall follow the procedure laid down from time to time by the Standing Committee, for satisfying themselves of the validity of claims for benefit, and for the payment of such benefits.

16. Provident Fund.

The object of the Provident Fund shall be the provision of retirement allowances and mortality grants in respect of employees in the industry who are members of the Trade Union. The contributions to the Fund shall be as prescribed in section 14 of this Agreement.

17. Strikes, Lock-outs and Disputes.

Attention is drawn to section *sixty-five* of the Act, which prohibits strikes and lock-outs in certain circumstances.

18. Application of Factories, Machinery and Building Work Act, 1941.

Provided the Minister publishes a notice in the *Government Gazette*, in terms of section *twenty-two* (1) of the Factories, Machinery and Building Work Act, 1941, the terms of this Agreement (in respect of hours of work, overtime, Sunday work and certain public holidays), shall take precedence over sections *nineteen* and *twenty* of the *Factories, Machinery* and Building Work Act. Notwithstanding such precedence, however, the power of exemption conferred upon the Standing Committee by section 13 of this Agreement shall not operate to enable the Standing Committee to grant an exemption to, or in respect of any female engaged in technical work, to work between the hours of six o'clock p.m. and six o'clock a.m., or after one o'clock p.m. on more than five days in any week, except for the purpose of performing work which is necessitated by an emergency.

19. Trade Union Membership.

(1) The employers shall co-operate with the employees in maintaining the discipline of the Trade Union. Where any employee who is a member of the Trade Union is in default under a penalty imposed by the Trade Union, the matter shall be dealt with by the Joint Board concerned, which may require the employer concerned to dismiss the employee in default if the penalty is not complied with.

(2) No employer who is a member of the Employers' Organisation shall engage or employ a journeyman unless such employee is a member of the Trade Union or holds a provisional membership card of the Trade Union, and no such employer shall engage or employ any other person in a technical or mechanical capacity who has more than three months' experience in the industry unless such employee is a member of the Trade Union.

(3) Members of the Trade Union shall not accept employment with employers who are not members of one of the Employers' Organisations or who are under suspension by their organisation.

(4) Foremen employed in a supervisory capacity only shall be excluded from the whole of this section. Foremen who are members of the Trade Union shall not be required to attend meetings of the Trade Union or be penalised for non-attendance at such meetings.

(5) The provisions of sub-sections (2) and (3) hereof shall not apply—

(*a*) to members of the Trade Union who are employed outside the industry, or

(*b*) to an employer who is a member of the Employers' Organisations, in relation to the continued employment of such employees, who, at 31st December, 1941, were exempted from membership of the Trade Union by the Council, or

(*c*) to an employee, who is a member of the Trade Union, in relation to his continued employment by an employer who, at the 31st December, 1941, was not a member of the Employers' Organisations.

20. Training of Journeymen Compositors as Typesetting Machine Operators.

(1) Employers providing facilities for training apprentices on typesetting machines shall also allow selected journeymen compositors opportunities (in the employee's own time) for

(*e*) Elke werkgewer moet weekliks in die bydraeboekie van elk van sy werknemers 'n seël plak wat die bedrag voorstel van die gesamentlike weeklikse bydraes van werkgewer sowel as werknemer tot hierdie fonds, plus die bedrag van die werkgewer se bydrae tot die Algemene Fonds van die Raad.

(*f*) Bydraeboekies kan om gerieflikheidshalwe deur die werkgewer gehou word terwyl die bydraer by hom in diens bly, maar bly die eindom van die Raad en is te eniger tyd deur persone aangestel of daartoe gemagtig deur die Staande Komitee aan inspeksie onderhewig.

(*g*) By diensbeëindiging van 'n bydraer, moet die werkgewer aan hom sy bydraeboekie gee en te eniger redeliker tyd gedurende die werk kan 'n bydraer hom die reg aanmatig om sy bydraeboekie te ondersoek.

(*h*) Die bydraeboekie is die bewys vir bydraes wat tot die fonds inbetaal is, en verleen, tesame met die werkgewer se dienssertifikaat, die werknemer die reg om bystand te eis.

(*i*) Die Staande Komitee moet 'n amptenaar op elk van die hoofsentrums van die Unie aanstel aan wie aansoek om bystand gerig moet word. Waar daar geen sodanige aanstelling gemaak is nie moet aansoek om bystand aan die Sekretaris van die Raad gerig word. Sodanige amptenare moet die prosedure volg wat van tyd tot tyd deur die Staande Komitee vasgestel word om hulself daarvan te oortuig dat die eise om bystand geldig is, en toe te sien dat die bystand betaal word.

16. Voorsieningsfonds.

Die voorsieningsfonds beoog die betaling van aftree- en sterfgeval-toelaes aan dié werknemers in die nywerheid wat lede van die vakvereniging is. Die bydraes tot die Fonds is soos voorgeskryf in artikel 14 van hierdie Ooreenkoms.

17. Stakings, uitsluitings en geskille.

Die aandag word gevestig op artikel *vyf-en-sestig* van die Wet wat stakings en uitsluitings onder bepaalde omstandighede verbied.

18. Toepassing van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941.

Behalwe as die Minister 'n kennisgewing in die *Staatskoerant* ingevolge artikel *twee-en-twintig* (1) van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, bekendmaak, moet die bepalings van hierdie Ooreenkoms (ten opsigte van werkure, oortyd, Sondagwerk en bepaalde openbare vakansiedae) voorkeur geniet bo artikels *negentien* en *twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk. Nieteenstaande sodanige voorrang het die vrystellingsbevoegdheid wat by artikel 13 van hierdie Ooreenkoms aan die Staande Komitee verleen is, egter nie die uitwerking om die Staande Komitee in staat te stel om 'n vrystelling te verleen aan, of ten opsigte van enige vrou in diens op tegniese werk, om tussen die ure sesuur nm. en sesuur vm. of na een uur nm. op meer as vyf dae in enige week te werk nie, behalwe vir die doel om werk te verrig wat deur 'n geval van nood vereis word.

19. Vakvereniging-lidmaatskap.

(1) Die werkgewers moet met die werknemers saamwerk vir die handhawing van die tug van die vakvereniging. Ingeval 'n werknemer, wat lid van die vakvereniging is, versuim om 'n boete deur die vereniging opgelê, te betaal, word die saak deur die betrokke Gesamentlike Raad behandel, wat van die betrokke werkgewer kan eis dat hy die werknemer, wat in gebreke bly, ontslaan indien die boete nie betaal word nie.

(2) Geen werkgewer, wat lid van die werkgewersorganisasie is, mag 'n vakman in diens neem nie, tensy sodanige werknemer lid van die vakvereniging is of in besit van 'n voorlopige lidmaatskapkaart van die vakvereniging is, en geen sodanige werkgewer mag enige ander persoon met meer as drie maande ervaring in die nywerheid in 'n tegniese of werktuigkundige hoedanigheid in diens neem nie, tensy sodanige werknemer lid van die vakvereniging is.

(3) Lede van die vakvereniging mag nie in diens tree by werkgewers wat nie lede van een van die werkgewersorganisasies is nie of by werkgewers wat deur hul organisasie geskors is nie.

(4) Voormanne wat alleenlik as opsieners in diens is, val nie onder enige bepaling van hierdie artikel nie. Dit word nie verlang dat voormanne wat lede van die vakvereniging is vergaderings van die vakvereniging moet bywoon nie en hulle word nie gestraf as hulle van sulke vergaderings afwesig is nie.

(5) Die bepalings van subartikels (2) en (3) hiervan is nie van toepassing op—

(*a*) lede van die vakvereniging wat buite dié nywerheid in diens is nie, of

(*b*) 'n werkgewer wat lid van die werkgewersorganisasie is nie, in verband met die voortgesitte diens van sodanige werknemers, wat op 31 Desember 1941 deur die Raad vrygestel is van lidmaatskap van die vakvereniging, of

(*c*) 'n werknemer wat lid van die vakvereniging is, in verband met sy voortgesitte diens by 'n werkgewer wat op 31 Desember 1941 nie lid van die werkgewersorganisasie was nie.

20. Opleiding van vakmansetters as masjiensetters.

(1) Werkgewers, wat voorsiening vir die opleiding van vakleerlinge op setmasjiene maak, moet ook aan gekose vakmansetters die geleentheid gee om (gedurende die werknemer se eie tyd) op die masjiene te oefen, en die koste van bediening

training on machines, the cost of attendance being borne by such employees. Matter set during the period of training shall not be used.

(2) When such journeymen compositors have attained a speed of over 5,000 ens per hour they shall be given the first opportunity to work full time on the machines for a period of three months, during which they shall be paid the minimum wages for journeymen compositors, and shall work the usual number of working hours for such employees. Upon the completion of the three months' period of training, they shall be regarded as qualified typesetting machine operators.

(3) The question of eligibility of compositors for training on typesetting machines shall be determined by the employer, in consultation with the foreman and the Chapel.

(4) This section shall not be applied so as to conflict with section 21 (4) (*b*) of this Agreement, which provides for journeymen to be trained upon typesetting machines entirely at the employers' expense.

21. Working Rules.

The working rules hereinafter set forth shall be observed by and be binding on both employers and employees in the industry.

(1) *Spoiled Work.*—An employer shall not require an employee to pay and no employee shall pay, or enter into an agreement to pay, for spoiled or damaged work, nor shall an employee be liable to pay for material or apparatus damaged in the ordinary course of business, provided that where an employer considers that spoilage or damage is due to gross negligence on the part of the employee he may report the matter to the Branch Secretary of the Trade Union for the purpose of enquiry, after which the matter may be reported to the Joint Board concerned, which may recommend to the Trade Union that disciplinary action be taken.

(2) *Technical Education.*—(*a*) No employer shall provide on his premises to other than apprentices or journeymen members of the Trade Union technical education or instruction in a trade designated under the Apprenticeship Act, and no employees other than those specified may so receive technical education or instruction, but this shall not debar any person on the administrative staff of an establishment from receiving instruction in costing and the technicalities of efficient management.

(*b*) No product of any technical class shall be taken over or used by any employer, nor shall such product be placed in competition with the products of private enterprise.

(3) *Composing.*—An employer shall not employ any person other than a journeyman compositor or compositor apprentice on composing as defined in this Agreement. No employee other than a journeyman compositor or compositor apprentice shall perform any work which falls within the definition of composing.

(4) *Typesetting Machine Operating.*—(*a*) The wages prescribed in section 4 (1) for typesetting machine operators shall apply to operators of all classes of typesetting machines, provided that in Areas "B" and "C" operators of Typograph composing machines may work at journeymen compositors' wages and work journeymen compositors' hours, and also be exempted from the provisions of paragraph (*d*) of this sub-section.

(*b*) Journeymen compositors, when transferred from hand composing for the purpose of learning typesetting machine operating shall be entitled to 12 months' tuition, during which period they shall work the same number of hours as typesetting machine operators and be paid the minimum rate of wages for journeymen compositors.

(*c*) No typesetting machine operator shall be required by an employer to produce a fixed amount of work, and no system of bonus or other payments which offer inducements to racing or undue competition shall be agreed upon between the employer and employee.

(*d*) No typesetting machine operator shall be required by an employer to do engineers' or labourers' work; where no typesetting machine mechanic is employed, at least one operator, on day or night shift, as the case may be, shall be appointed operator-mechanic. This is not intended to prohibit an operator from affording mechanical assistance in an emergency.

(5) *Proof-reading.*—(*a*) An employer shall not permit any employee to occupy and no employee shall so occupy the position of proof-reader unless he is paid not less than the minimum wages payable to a journeyman, or is a journeyman compositor. In establishments where no permanent proof-reader is employed, an employer shall not permit proofs to be read by any employee other than a journeyman compositor or the person in charge of the establishment or department, and no other employee may so read proofs.

(*b*) Copyholding on morning newspapers shall be performed wherever possible by male members of the Trade Union.

(6) *Stereotyping.*—An employer shall not employ any person other than a journeyman stereotyper or an apprentice to the trade of stereotyping (where such are regularly employed), to prepare flongs, make matrices, cast or trim plates, or operate planing or routine machines, and no employee not so qualified may do such work unless he holds an exemption certificate from the Standing Committee permitting him to do so. An employer shall not permit any person other than

moet deur sodanige werknemers gedra word. Werk, wat gedurende die opleidingstydperk geset word, mag nie gebruik word nie.

(2) Wanneer sodanige vakmansetters 'n snelheid van meer as 5,000 vierkantjies per uur bereik het, moet aan hulle die eerste geleentheid gegee word om vir 'n termyn van drie maande voltyd op die masjiene te werk en gedurende daardie termyn moet aan hulle die minimum loon vir vakmansetters betaal word en hulle moet die gewone aantal werkure vir sodanige werknemers werk. Na voltooiing van die opleidingstermyn van drie maande word hulle as gekwalifiseerde vakmansetters beskou.

(3) Die werkgewer moet in oorleg met die voorman en die Kapel bepaal of lettersetters verkiesbaar is vir opleiding op setmasjiene of nie.

(4) Hierdie artikel word nie so toegepas dat dit met artikel 21 (4) (*b*) van hierdie Ooreenkoms, wat voorsiening maak vir die opleiding van vakmanne op setmasjiene geheel en al op koste van die werkgewer, in stryd is nie.

21. Werkreglement.

Die werkreglement hierin verder uiteengesit moet nageleef word deur en is bindend op werkgewers sowel as werknemers in die nywerheid.

(1) *Verknoeide werk.*

'n Werkgewer mag nie van 'n werknemer eis dat hy vir verknoeide of beskadigde werk betaal nie, en 'n werknemer mag nie daarvoor betaal of 'n ooreenkoms aangaan om daarvoor te betaal nie, ook is 'n werknemer nie aanspreeklik om vir materiaal of masjinerie, wat in die gewone loop van werk beskadig word, te betaal nie, met dien verstande dat 'n werkgewer, wat meen dat verknoeiing of beskadiging aan growwe nalatigheid van 'n werknemer te wyte is, die saak aan die Sekretaris van die tak van die vakvereniging kan rapporteer, sodat ondersoek ingestel kan word, en daarna kan die saak verwys word na die betrokke Gesamentlike Raad, wat aan die vakvereniging kan aanbeveel dat tugmaatreëls geneem word.

(2) *Tegniese onderwys.*—(*a*) 'n Werkgewer mag aan geen ander as vakleerling- of vakmanlede van die vakvereniging tegniese onderwys, of opleiding in 'n vak aangewys ingevolge die Vakleerlingen Wet, in sy besigheid gee nie, en geen werknemers behalwe die genoemde, mag sodanige tegniese onderwys of opleiding ontvang nie, maar dit belet egter nie dat 'n persoon van die administratiewe personeel van 'n inrigting vir prysberekening en die tegniek van doeltreffende bestuur, opgelei word, nie.

(*b*) Geen werk uit 'n tegniese klas mag deur 'n werkgewer oorgeneem of gebruik word nie, en sodanige werk mag ook nie in konkurrensie met werk van 'n privaatonderneming gebring word nie.

(3) *Setwerk.*—'n Werkgewer mag nie enige ander persoon as 'n vakman of vakleerlingsetter aan setwerk soos omskryf in hierdie Ooreenkoms, te werk stel nie. Geen ander werknemer as 'n vakman- of vakleerlingsetter mag enige werk wat binne die omskrywing van setwerk val, verrig nie.

(4) *Masjiensetwerk.*—(a) Die lone wat voorgeskryf is in artikel (4) (1) vir masjiensetters is van toepassing in die geval van setters op alle soorte setmasjiene, met dien verstande dat in gebiede B en C Tipograaf-lettersetmasjienwerkers teen die lone en vir die ure van 'n vakmansetter mag werk en ook van die bepalings van paragraaf (*d*) van hierdie subartikel vrygestel mag word.

(*b*) Vakmansetters is, by oorplasing van hand- na masjiensetwerk met die doel om laasgenoemde te leer, geregtig tot twaalf maande opleiding, en gedurende daardie termyn moet hulle dieselfde getal ure as masjiensetters werk en teen die minimum loon vir vakmansetters betaal word.

(*c*) 'n Werkgewer mag nie van 'n masjiensetter eis om 'n bepaalde hoeveelheid werk te lewer nie en geen stelsel van bonusse of ander betalings wat oorhaastig of oordrewe wedywering aanmoedig, mag tussen 'n werkgewer en 'n werknemer aanvaar word nie.

(*d*) 'n Werkgewer mag nie van 'n masjiensetter eis om ingenieurs- of daglonerswerk te verrig nie; ingeval geen setmasjien-werktuigkundige in diens is nie, moet minstens een masjiensetter op dag- of nagskof, na gelang van die geval, as 'n setmasjien-werktuigkundige aangestel word. Dit is nie die bedoeling om 'n masjiensetter te belet om in geval van drang werktuigkundige hulp te verleen nie.

(5) *Proeflees.*—(a) 'n Werkgewer mag nie 'n werknemer toelaat om die betrekking van proefleser te beklee en geen werknemer mag daardie betrekking beklee nie, tensy hy teen minstens die minimum loon betaalbaar aan 'n vakman of 'n vakman-setter betaal word. In inrigtings waar geen vaste proefleser in diens is nie, mag 'n werkgewer nie toelaat dat 'n ander werknemer as 'n vakmansetter of 'n persoon wat belas is met die toesig oor die inrigting of afdeling, proewe lees nie en geen ander werknemer mag aldus proewe lees nie.

(*b*) Die hou van manuskrip by môrekoerante moet, waar moontlik, deur manlike lede van die vakvereniging gedoen word.

(6) *Stereotipeer.*—'n Werkgewer mag nie 'n ander persoon as 'n vakmanstereotipeur of vakleerling in die stereotipeerwerk (waar sodanige gereeld in diens is) te werk stel om matryse te berei, matryshouers te maak, plate te giet of af te werk of om skaaf- of groefmasjiene te bedien nie en geen werknemer wat nie sodanig gekwalifiseer is, mag sodanige werk verrig nie, tensy hy in besit van 'n vrystellingsertifikaat is wat hom toelaat om dit te doen en wat deur die Staande Komitee uitgereik is. 'n Werkgewer mag niemand, behalwe 'n vakman stereotipeur, lettersetter of masjien-

a journeyman stereotyper, compositor or machine minder to be engaged on mounting and no employee not so qualified may do such work unless he holds an exemption certificate as herein described.

(7) *Letterpress Machine Minding.*—(*a*) For the purposes of this sub-section, the following definitions shall apply:—

"Apprentice" shall mean an apprentice to the trade of letterpress machine minding;

"crown folio" shall mean the dimensions of 10 in. by 15 in., representing the maximum size of sheet which a machine feeds and delivers;

"cylinder" shall mean a letterpress printing machine in which the paper or other material to be printed on is carried by a rotating cylinder against a flat printing surface from which the impression is taken;

"machine minder" shall mean a journeyman letterpress machine minder;

"platen" shall mean a letterpress printing machine in which the paper or other material to be printed on is carried in a flat position against a flat printing surface from which the impression is taken.

(*b*) The work of supervision and operation referred to in this sub-section includes making-ready, regulating the supply of ink, changing gauges and/or altering the impression on any letterpress machine and/or general supervision of the work while running.

(*c*) An employer shall not employ any person other than a machine minder or an apprentice on work in connection with the supervision and operation of letterpress printing machines (with the exception of feeding), and no employee may perform such work unless so qualified, provided that platen machines (excluding automatic platens larger than crown folio) may be supervised and operated by platen pressmen who have been registered as such by the Council and in accordance with the provisions of paragraph (*d*) hereof.

(*d*) (i) An employer shall not permit a machine minder, apprentice or platen pressman to supervise or operate more than four hand-fed platen machines.

(ii) An employer shall not permit a platen pressman to supervise or operate automatic platen machines larges than crown folio, except as provided for in paragraph (*e*) of this sub-section.

(iii) An employer shall not permit a machine minder or apprentice to supervise or operate more than two cylinder machines up to and include the size of double royal or one cylinder larger than the size of double royal, subject to the exceptions provided in paragraph (*e*) of this sub-section.

(iv) An employer shall employ at least one machine minder in any establishment having one or more cylinder machines (any size) or automatic platen machines larger than crown folio in use.

(v) No employee shall so supervise or operate a machine or machines in excess of the number permitted in this sub-section.

(*e*) Where Vertical Miehle, Auto Elka, Kelly, Meteor, or other small cylinders not larger than 13 in. by 20 in. (sheet size), or automatic platens larger than crown folio, are in use, an employer shall employ a machine minder thereon, and where more than three such machines are in use a platen pressman shall be employed for each additional three machines or part thereof in addition to the machine minder; such platen pressman shall be paid 10 per cent. more than the wages specified in Table X of section 4 (1) of this Agreement.

(8) *Bookbinding.*—(*a*) Except as is provided in paragraphs (*b*) and (*c*) hereof, employers shall not permit any person other than a journeyman bookbinder or an apprentice to the trade of bookbinding to perform the following work:—

(i) Turned-in work, including cases, membership cards and season tickets.

(ii) Edge colouring, gilding, marbling (trough and transfer) and sprinkling.

(iii) Finishing, blocking (gold, foil or blind), including laying-on.

(iv) Cutting, making end-papers, indexing and map mounting.

(v) Making of loose-leaf ledgers, transfers and covers.

(vi) The operation and supervision of case-making, rounding and backing, padcutting and caseing-in machines.

No employee shall perform such work unless so qualified.

(*b*) *Stationery Work, Manufacture of Books in Quantities.*—Male quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in quarter and half-bound work up to 10 quires demy folio (these sizes and under) in orders of not less than one dozen books (identical in every detail) for stock; and

Female quarter binders may be permitted to do all work (with the exception of cutting, blocking, leather labelling and marbling) in connection with flush and/or turned-in

bediener, toelaat om monteringswerk te verrig nie en geen werknemer wat nie aldus gekwalifiseerd is nie, mag sodanige werk verrig nie, tensy hy 'n vrystellingsertifikaat hou soos hierin omskryf is.

(7) *Letterpersdrukker.*—(*a*) Die onderstaande woordbepalings is, vir die doeleindes van hierdie subartikel, van toepassing:—

„Vakleerling" beteken 'n vakleerling in die vak van letterpersdrukker;

„kroonfolio" beteken die grootte 10 dm. by 15 dm. en dui die maksimum grootte aan van papiervel wat 'n masjien gewoonlik druk;

„silinder" beteken 'n letterpers waarin die papier, of ander materiaal waarop gedruk moet word, deur 'n ronddraaiende silinder gevoer word teen 'n plat drukvlak waarvan die afdruk geneem word;

„masjienwerker" beteken 'n vakman-letterdrukker;

„degelpers" beteken 'n letterpers waarin die papier of ander materiaal waarop gedruk moet word, in 'n plat toestand gevoer word teen 'n plat drukvlak waarvan die afdruk geneem word.

(*b*) Die werk van toesig en bediening, wat in hierdie subartikel vermeld word, sluit in gereedmaak, reël van inktoevoer, verander van mate en/of afdrukke op enige letterpers en/of algemene toesig oor die werk terwyl dit gedoen word.

(*c*) 'n Werkgewer mag nie 'n ander persoon as 'n masjienwerker of 'n vakleerling op werk (behalwe invoer van papier) in verband met die toesig oor en bediening van letterperse te werk stel nie, en geen persoon mag sodanige werk verrig nie, tensy hy sodanig gekwalifiseer is, met dien verstande dat degelperse (met uitsondering van outomatiese degels groter as kroonfolio) deur degelpersdrukkers, wat deur die Raad en ooreenkomstig die bepalings van paragraaf (*d*) hiervan as sulks geregistreer is, beheer en bedien mag word.

(*d*) (i) 'n Werkgewer mag nie 'n masjienwerker, vakleerling of degelpersdrukker toelaat om oor meer as vier degelperse wat met die hand gevoer word toesig te hou of hulle te bedien nie.

(ii) 'n Werkgewer mag nie 'n degelpersdrukker toelaat om oor outomatiese degelpersmasjiene groter as kroonfolio toesig te hou of om dit te bedien nie, behalwe soos waarvoor in paragraaf (*e*) van hierdie subartikel voorsiening gemaak is.

(iii) Behoudens die uitsonderings waarvoor in paragraaf (*e*) van hierdie subartikel voorsiening gemaak is, mag 'n werkgewer 'n masjienwerker of 'n vakleerling nie toelaat om oor meer as twee silinderperse tot en met die grootte van „double royal" of enige silinder groter as „double royal" toesig te hou of dit te bedien nie.

(iv) 'n Werkgewer moet in enige inrigting, waar een of meer silinderperse (enige grootte) of outomatiese degelpersmasjiene groter as kroonfolio in gebruik is, minstens een masjienwerker in diens neem.

(*v*) Geen werknemer mag aldus oor 'n groter aantal perse as wat in hierdie subartikel toegelaat word, toesig hou of dit bedien nie.

(*e*) Waar vertikale *Miehle, Auto Elka, Kelly, Meteor* of ander klein silinders, nie groter as 13 dm. by 20 dm. (papiergrootte), of outomatiese degels, groter as kroonfolio gebruik word, moet 'n werkgewer 'n masjienwerker daarby in diens neem en waar meer as drie sodanige perse gebruik word, moet, benewens die masjienwerker, vir elke addisionele drie perse of deel daarvan, ook 'n degelpersdrukker in diens geneem word; aan sodanige degelpersdrukkers moet tien persent meer as die lone vermeld in Tabel X van artikel 4 (1) van hierdie Ooreenkoms betaal word.

(8) *Boekbind.*—(*a*) Werkgewers kan behoudens die bepalings van paragrawe (*b*) en (*c*) hiervan, alleenlik 'n vakmanboekbinder of vakleerlingboekbinder in diens neem om die onderstaande werk te doen:—

(i) Ingevoude werk, met inbegrip van bande, lidmaatskapkaarte en seisoenkaartjies.

(ii) Kleur, vergulding en marmer van kante (bad en afdruk) en sprenkel.

(iii) Afwerk, blokdrukwerk (verguld, met bladtin of donker), met inbegrip van oplê.

(iv) Snywerk, skutblaaie maak, bladwysers maak en kaarte opplak.

(v) Die maak van losblad-grootboeke, oordragomslae en boekbande.

(vi) Die bediening van af toesig hou oor masjiene waarmee bande aan boeke gesit, afgewerk en rugstroke aangesit, skryfblokke uitgesny en bande gemaak word.

Geen werknemer mag sodanige werk verrig, tensy hy as sodanig gekwalifiseer is nie.

(*b*) *Werk in verband met skryfbehoeftes. Vervaardiging van boeke in massa.*—Manlike kwartobinders kan toegelaat word om alle werk (met uitsondering van snywerk, blokwerk, leeretikette en marmereer) te doen in verband met vlak en/of ingevoude kwarto- en halfgebonde werk tot op tien boek klein mediaanpapier (hierdie grootte en kleiner) in bestellings van minstens een dosyn boeke (dieselfde in alle opsigte) vir voorraad; en

Vroulike kwartobinders kan toegelaat word om alle werk (met uitsondering van snywerk, blokwerk, leeretikette en marmereer) te doen in verband met vlak en/of ingevoude kwarto- of halfgebonde werk tot op vyf boek folioformaat

quarter or half-bound work up to five quires foolscap folio (these sizes or under) in orders of not less than one dozen books (identical in every detail) for stock; provided that—

(i) one journeyman bookbinder shall be employed for each three or less quarter binders employed. In computing the ratio of journeymen employed in terms of this paragraph, rulers, cutters and apprentices shall not be included;

(ii) there shall be no displacement of journeymen as a result of the operation of this paragraph;

(iii) this paragraph shall only apply to stationery stock work, viz., work for resale, and work for Government educational institutions, Union or Provincial.

(*c*) *Letterpress Work, Quarter Binders on Jobbing Work.*—Quarter binders shall be permitted to perform all work (except cutting, gold blocking, tooling, marbling, hand-indexing and affixing gold-blocked leather tabs in loose-leaf work) in connection with turned-in work, which in the case of books shall be in quantities of not less than 200 in one job, also calendars and showcards, turned-in or otherwise, and letterpress cloth cases (including membership cards and season tickets), provided that—

(i) One journeyman bookbinder actually engaged on the job or jobs concerned shall be employed for each three or less quarter binders employed. In computing the ratio of journeymen employed in terms of this paragraph, rulers, cutters and apprentices shall not be included.

(ii) At least one journeyman bookbinder shall be employed wherever turned-in work is performed.

(iii) There shall be no displacement of journeymen as a result of the operation of this paragraph.

(*d*) *Quarter-bound Flush Work, not Turned-in.*—Quarter-bound flush work, not turned-in, may be performed by printers' assistants, provided that an employer shall pay at least one in three of the assistants so employed the wages prescribed for an employee after four years' experience as prescribed in Tables II and III of section 4 (1) of this Agreement.

(9) *Ruling.*—(*a*) For the purposes of this sub-section, the following definitions shall apply:—

A "two-way two-side ruling machine", means a machine that rules lines, across and down, on both sides of the paper or card in one operation, either by pens, discs or rubber stereo.

"One-way ruling machine", means a machine that rules lines in one direction only.

"Run-through", means when the lines run off the edge of the paper, without lifting.

"Striker", means a mechanical attachment to lift or drop the lines at any given point.

(*b*) An employer shall not employ any person other than a journeyman ruler or an apprentice to such trade on work in connection with the supervision and operation of ruling machines (with the exception of feeding) and no employee may perform such work unless so qualified.

(*c*) An employer shall not permit a journeyman or an apprentice to supervise and operate more than one two-way two-side machine, provided that exemption may be granted when such machines are used on run-through work.

(*d*) On run-through work only, an employer shall not permit a journeyman or an apprentice to supervise and operate more than two one-way two-side ruling machines.

(*e*) An employer shall not permit a journeyman or an apprentice to supervise and operate more than one ruling machine where a striker is in operation.

(*f*) An employer shall not permit a journeyman or an apprentice to supervise and operate more than one pen-ruling machine.

(*g*) No employee shall so supervise and operate a machine or machines in excess of the number permitted in this sub-section.

(10) *Cutting.*—An employer shall not employ any person on the operation of guillotine cutting machines other than a journeyman cutter, bookbinder or ruler or an apprentice to such trades, in establishments where any such employees are regularly employed, and no employee shall perform such work unless so qualified. In other establishments cutting may be performed by dual-purpose journeymen employed in terms of sub-section (13) of this section. The operation of hand-lever cutting machines shall not be deemed to be cutting for the purposes of this sub-section.

(11) *Process Engraving.*—(*a*) An employer shall not permit any person other than a journeyman process engraver or an apprentice to process engraving to perform skilled work in connection with the preparation of photogravure, photo-litho (including Vandyke process) or any photo-mechanical printing process, in any of its departments; and only such employees shall be permitted to perform the routing, bevelling, trimming and mounting of plates and blocks. No employee who is not so qualified shall perform the said classes of work.

(*b*) An employer shall provide separate sinks for operators and etchers, no operator being allowed to use the same sink as an etcher.

(*c*) Employers shall provide ventilating shafts and exhaust fans to carry off fumes from acid baths and for ventilation in darkrooms.

(*d*) Employers shall keep etching baths as far as possible from other employees in the department.

(hierdie grootte of kleiner) bestellings van minstens een dosyn boeke (dieselfde in alle opsigte) vir voorraad; met dien verstande dat—

(i) daar vir elke drie of minder kwartobinders een vakmanboekbinder in diens geneem word. Linieerders, snyers en vakleerlinge, by die berekening van verhouding van vakmanne in diens ingevolge hierdie paragraaf, buite rekening gelaat word;

(ii) die toepassing van hierdie paragraaf nie die ontslag van vakmanne veroorsaak nie;

(iii) hierdie paragraaf alleen op werk in verband met skryfbehoeftes, voorrade, d.w.s., werk vir herverkoop, en werk vir Staatsonderwysinrigtings van die Unie of 'n provinsie van toepassing is.

(*c*) *Letterperswerk, kwartobinders op stukwerk.*—Kwartobinders kan toegelaat word om alle werk (behalwe sny, vergulde blokwerk, gereedskap maak, marmereer, met die hand bladwysers maak en opplak van met goud gedrukte leer-bladwysers vir losgebonde werk) te doen in verband met ingevoude vlak werk, wat in die geval van boeke in hoeveelhede van minstens 200 in een werk sal insluit, ook kalenders en vertoonkaarte, ingevou of andersins, en gedrukte geweefde-bande (met inbegrip van lidmaatskapkaarte en seisoenkaartjies), met dien verstande dat—

(i) een vakman-boekbinder, wat werklik boekbinderswerk verrig vir elke drie kwartobinders of minder in diens geneem word. Linieerders, snyers en vakleerlinge, by die berekening van verhouding van vakmanne in diens ingevolge hierdie paragraaf buite rekening gelaat word;

(ii) waar ingevoude werk verrig word, minstens een vakman-boekbinder in diens is;

(iii) die toepassing van hierdie paragraaf nie die ontslag van vakmanne veroorsaak nie.

(*d*) *Kwartogebonde vlakwerk nie ingevou nie.*—Kwartogebonde vlakwerk, nie ingevou nie, mag deur drukkersassistente verrig word, met dien verstande dat 'n werkgewer minstens een uit drie assistente sodanig in diens, moet betaal teen lone voorgeskryf vir 'n werknemer met vier jaar ervaring soos bepaal in Tabelle II en III van artikel 4 (1) van hierdie Ooreenkoms.

(9) *Linieerwerk.*—(*a*) Vir die toepassing van hierdie subartikel is onderstaande woordbepalings van toepassing:—

A. „Twee-rigting-dubbelsy-linieermasjien" beteken 'n masjien wat lyne linieer, dwars en regaf, aan albei kante van die papier of kaart met een operasie, hetsy deur middel van penne, skywe of rubberstereo.

„Een-rigting-linieermasjien", beteken 'n masjien wat lyne slegs in een rigting linieer.

„Deurtrek", beteken dat die lyne van die kant van die papier afgaan sonder dat dit opgelig word.

„Opsigte", beteken 'n meganiese toebehore om die lyne op enige punt op te lig of te laat sak.

(*b*) 'n Werkgewer mag geen ander persoon as 'n vakmanlinieerder of 'n vakleerling in sodanige vak in diens neem op werk om toesig te hou oor en linieermasjiene (met uitsondering daarvan om hulle te voer) te bedien nie en geen werknemer mag, tensy hy aldus gekwalifiseerd is, sodanige werk verrig nie.

(*c*) 'n Werkgewer mag nie 'n vakman of 'n vakleerling toelaat om toesig te hou oor en meer as een twee-rigting-dubbelsymasjien te bedien nie; met dien verstande dat vrystelling verleen kan word wanneer sulke masjiene op deurtrekwerk gebruik word.

(*d*) 'n Werkgewer mag, slegs op deurtrekwerk, nie 'n vakman of vakleerling toelaat om toesig te hou oor en meer as twee een-rigting-dubbelsy-linieermasjiene te bedien nie.

(*e*) 'n Werkgewer mag nie 'n vakman of 'n vakleerling toelaat om meer as een linieermasjien te bedien waar een opsigter in werking is nie.

(*f*) 'n Werkgewer mag nie 'n vakman of 'n vakleerling toelaat om toesig te hou oor en om meer as een penlinieermasjien te bedien nie.

(*g*) Geen werknemer mag oor meer masjien(e) as die getal wat in hierdie subartikel toegelaat word aldus toesig hou of bedien nie.

(10) *Papiersny.*—In inrigtings waar gereeld vakmansnyers, boekbinders en linieerders, en vakleerlinge in daardie vakke, in diens is, mag 'n werkgewer alleen sodanige persone by die bediening van guillotine-snymasjiene te werk stel en geen werknemer mag sodanige werk verrig nie tensy hy sodanig gekwalifiseer is nie. In ander inrigtings mag snywerk verrig word deur vakmanne in twee vakke, in diens ingevolge subartikel (13) van hierdie artikel. Die bediening van handsnymasjiene word vir die doeleindes van hierdie subartikel nie as snywerk beskou nie.

(11) *Sinkografie.*—(*a*) 'n Werkgewer mag alleen vakmanen vakleerlingsinkograwe toelaat om geskoolde werk in verband met die bereiding van fotogravure of steendrukwerk (met inbegrip van Vandyke-proses) of enige fotomeganiese drukproses, in enigeen van sy afdelings te verrig; en alleen sodanige werknemers plate en blokke laat uitsny, afrond, bysny en opspyker. Geen werknemer wat nie sodanig gekwalifiseer is, mag genoemde soort werk verrig nie.

(*b*) 'n Werkgewer moet sorg vir afsonderlike wasbakke vir bodieners en etsers, en geen bediener word toegelaat om dieselfde wasbak as 'n etser te gebruik nie.

(*c*) Werkgewers moet sorg vir lugkanale en waaiers vir die afvoer van dampe en suurbaddens en vir lug in donkerkamers.

(*d*) Werkgewers moet etsbaddens sover moontlik van ander werknemers in die afdeling verwyder hou.

(e) Employers shall make provision when printing on metal is in progress that the light used is shaded or adjusted in such manner as not to have a detrimental effect on the eyes of employees working in the department.

(f) Where ammonia is used as an aid to the development of photo-litho and Vandyke process plates, employers shall make provision for developing and etching baths to be in separate rooms where possible.

(g) Employers shall provide clean towels for employees.

(12) *Lithography.*—(a) An employer shall not permit any employee other than a journeyman lithographer or an apprentice to lithography to transfer on plate or stone, make ready on or take charge of any lithographic machine, or perform any other skilled work in the trade, and no employee shall perform such class of work unless so qualified.

(b) An employer shall not permit an employee to work more than one lithographic printing machine at a time, and no employee shall work more than one such machine at a time.

(c) An employer shall not permit a journeyman or apprentice to be employed regularly in laying on or taking off at a machine, bronze by hand, carry sheets to a bronzing machine dryer or similar appliance, or feed a bronzing machine. No journeyman or apprentice shall be required to clean up a job or repair rollers, or hang up or take down paper for seasoning, while his machine is running. No employee shall perform any act in contravention of this paragraph.

(d) Employers shall restrict the use of injurious chemicals as much as possible, and, where chromic acid or other injurious acids specified as such by the Standing Committee are used, shall provide gloves for the employees working therewith.

(e) Employers shall restrict bronzing work as much as possible.

(13) *Dual-purpose Journeyman.*—On a recommendation from a local branch of one of the Employers' Organisations, and after consultation with the Joint Board concerned, the Standing Committee may grant exemption to approved establishments for the employment of journeymen in a dual capacity, specifying in the exemption certificate the trades or occupations that may be performed.

(14) *Diversity of Work.*—Female printers' assistants shall not be solely confined to one class of work in binding departments, but shall be given opportunities to perform all classes of work falling within the province of printers' assistants in such departments.

(15) *Minors Awaiting Indenture.*—For the purpose of this section—

"apprentice" shall include a minor awaiting indenture to the trade concerned, subject, however, to the provisions of section 9 (3) of this Agreement.

(16) *Mono. Caster Attendants.*—(a) The duties of a monotype caster attendant shall include attendance on the casting machine while in use and running; oiling and cleaning of machine; supplying metal to metal pot and regulating temperature thereof; regulating water supply to mould; placing the perforated rolls on machine; attending to and straightening-up the product of the machine while running; lifting galleys of type and cast matter off machine and replacing galleys thereon; changing matrices and matrix-cases and normal wedges. He shall also be permitted to dismantle and assemble pump bodies for the purpose of cleaning only.

(b) He may be permitted to change moulds and to size-up and line-up.

(c) When engaged in casting type and other material for handsetting, he shall be permitted to lay-out such in the cases while casting.

(d) Except for the purpose of those duties mentioned in items (a) and (b), he shall not be allowed to make any mechanical adjustments or repairs to any type-casting machinery, but shall be allowed to assist the journeyman to dismantle or assemble any machine.

(e) He shall not be allowed to be in attendance on more than two machines, provided that in cases of emergency he may be in attendance on more than two machines but shall receive extra remuneration at the rate of £1 per week for each day or portion thereof during which such extra work is undertaken.

(f) At all times while in attendance on machines he shall be under the supervision of a journeyman.

(17) *Corrugated Board Manufacturing.*—(a) (i) A journeyman together with a printers' assistant shall be employed by an employer to work on every double-faced board-making machine in use.

(ii) A journeyman and a printers' assistant shall be employed on every printer-slotter machine in use, whether or not such printer-slotter is operated in conjunction with a board-making machine or apart therefrom.

(iii) An employer may employ a printers' assistant as an operator of each single-faced corrugating machine when such machine is working alone, which printers' assistant shall, however, be paid wages at the rate of not less than £3. 10s. per week.

(iv) On a printing machine without a slotting attachment a journeyman without a printers' assistant may be employed.

(v) A printers' assistant shall be employed on each slotter, creaser and punching machine. A printers' assistant shall also be employed on each stitcher and taping machine.

(e) By drukwerk op metaal moet werkgewers sorg dat die lig wat gebruik word, beskadu, of op so'n wyse gestel word dat dit geen nadelige invloed op die oë van werknemers wat in die afdeling werk, uitoefen nie.

(f) Waar ammoniak gebruik word as 'n middel om steendrukwerk en Vandyke-prosesplate te ontwikkel, moet werkgewers waar moontlik sorgdra dat ontwikkel- en etsbaddens in afsonderlike kamers is.

(g) Werkgewers moet aan werknemers skoon handdoeke verskaf.

(12) *Steendruk.*—(a) 'n Werkgewer mag nie 'n ander werknemer as 'n vakman-steendrukker of 'n vakleerling in steendrukkery toelaat om oordragwerk op metaal of steen te doen nie, enige steendrukpers gereed te maak of daaroor toesig te hou of enige ander geskoolde werk in die vak te verrig nie, en geen werknemer mag sodanige klas werk verrig, tensy hy as sodanig gekwalifiseer is nie.

(b) 'n Werkgewer mag nie 'n werknemer toelaat om meer as een steendrukpers tegelyk te bedien nie, en geen werknemer mag meer as een sodanige pers tegelyk bedien nie.

(c) 'n Werkgewer mag nie 'n vakman of vakleerling toelaat om gereeld met 'n bronsmasjien te werk nie, bronswerk met die hand te verrig, velle papier na 'n brons- of droogmasjien of soortgelyke toestel te dra of papier in 'n bronsmasjien te voer nie. Van geen vakman of vakleerling mag geëis word om 'n stuk werk skoon te maak of om inkrolle te herstel of om papier wat gedroog word op te hang of af te haal nie, terwyl sy masjien loop nie. Geen werknemer mag enige werk in stryd met die bepalings van hierdie paragraaf verrig nie.

(d) Werkgewers moet die gebruik van skadelike chemikalieë soveel moontlik beperk en waar chroomsuur of ander skadelike sure, wat as sulks deur die Staande Komitee aangewys is, gebruik word, moet die werkgewer die werknemers wat daarmee werk van handskoene voorsien.

(e) Werkgewers moet bronswerk soveel moontlik beperk.

(13) *Vakmanne wat twee vakke uitoefen.*—Die Staande Komitee kan op aanbeveling van 'n plaaslike tak van een van die werkgewersorganisasies en na oorleg met die betrokke Gesamentlike Raad, aan goedgekeurde inrigtings vrystelling verleen om vakmanne in twee vakke te werk te stel en die vakke of bedrywe wat uitgeoefen mag word moet in so'n geval in die vrystellingsertifikaat gespesifiseer word.

(14) *Verskeidenheid van werk.*—Vroulike drukkershulpe mag nie uitsluitlik by een soort werk in bindery-afdelings te werk gestel word nie, maar hulle moet die geleentheid gegee word om alle klasse werk wat binne die werkkring van drukkershulpe in sodanige afdelings val te verrig.

(15) *Minderjariges wat op inboeking wag.*—Vir die doeleindes van hierdie artikel sluit „vakleerling" ook in 'n minderjarige wat wag op inboeking in die betrokke vak onderworpe egter aan die bepalings van artikel 9 (3) van hierdie Ooreenkoms.

(16) *Mono-gietbedieners.*—(a) Die pligte van 'n mono-gietbediener sluit bediening van die gietmasjien in terwyl dit in gebruik en beweging is; olie en skoonmaak van masjien, metaal in metaalpotte gooi en die litte daarvan reël; watervoorraad vir gietwerk reguleer; die deurgeslane rolle op masjien sit; bediening en reguit maak van die produk van die masjien terwyl dit in beweging is; galeie letters en gegote stof van masjien aftel en galeie weer daarop sit; matryse, matryskokers en normale wie verander. Hy moet ook toegelaat word om pompdele uitmekaar te maak en inmekaar te sit slegs vir die doel om dit skoon te maak.

(b) Hy kan toegelaat word om gietvorms te verander en om die grootte te kry en in lyn te bring.

(c) As hy in diens is om letters of ander materiaal vir handsetwerk te giet, moet hy toegelaat word om, terwyl hy giet, dit in die vorms uit te lê.

(d) Hy mag nie, behalwe vir doeleindes van die pligte genoem in items (a) en (b), enige werktuigkundige ver- of herstelwerk aan enige lettergietmasjiene verrig nie, maar moet toegelaat word om die vakman by te staan om enige masjien te demonteer of te monteer.

(e) Hy mag nie toegelaat word om meer as twee masjiene te bedien nie; met dien verstande dat in gevalle van nood hy meer as twee masjiene kan bedien, maar moet ekstra besoldiging ontvang teen die koers van £1 per week vir elke dag of gedeelte daarvan wanneer sodanige ekstra werk verrig word.

(f) Hy moet te alle tye as hy 'n masjien bedien onder toesig van 'n vakman wees.

(17) *Vervaardiging van gegolfde bordpapier.*—(a) (i) 'n Vakman, tesame met 'n drukkershulp, moet deur 'n werkgewer in diens geneem word om op elke tweevlak masjien vir die vervaardiging van bordpapier wat in gebruik is, te werk.

(ii) 'n Vakman en 'n drukkershulp moet in diens wees op elke drukkersgroefmasjien wat in gebruik is of sodanige drukkersgroefmasjien tesame met 'n masjien vir die vervaardiging van bordpapier bedien word of nie of afsonderlik daarvan.

(iii) 'n Werkgewer kan 'n drukkershulp in diens neem as 'n bediener van elke eenvlak-golfmasjien as sodanige masjien alleen werk; sodanige drukkershulp moet egter 'n loon betaal word teen minstens £3. 10s. per week.

(iv) Op 'n drukmasjien sonder 'n groeftoestel kan 'n vakman sonder 'n drukkershulp in diens geneem word.

(v) 'n Drukkershulp moet op elke groefmasjien, vouer en deurslagmasjien in diens geneem word. 'n Drukkershulp moet ook op elke masjien vir vasnaaiwerk en vir vashegting met band in diens geneem word.

(b) In the corrugated board making section of the Industry "printing machine" shall be understood to mean a two-colour printing machine, in respect of which the wages for a journeyman shall be as set out in Table I, Scale 1.

22. Contract Labour.

The importation and engagement of employees from outside the Union of South Africa may only be undertaken and shall be regulated in accordance with the provisions set forth hereunder.

(1) The Trade Union shall supply monthly to the Secretary of the Council a list of journeymen unemployed.

(2) In the event of any employer desiring to import journeymen, he shall communicate with the local Branch Secretary of the Trade Union, stating the reason for such proposed importation. The Branch Secretary shall then communicate with the General Secretary of the Trade Union, for the purpose of ascertaining whether there are any men available in South Africa in the same trade as that in which the importation is desired.

(3) Should the Trade Union disapprove of the proposed importation, it shall advise the employer of its decision within a period of three weeks from the date of the application, and should the employer concerned still desire to proceed therewith, he shall have the right of appeal to the Standing Committee through the local Joint Board.

(4) This section shall apply to the following classes of journeymen:—

Compositors (hand and machine).
Letterpress, lithographic and rotary machine minders.
Bookbinders, rulers, cutters and warehousemen.
Stereotypers.
Process workers.

(5) The contract of employment shall not exceed a period of two years, and only persons who are members in good standing of a recognised trade union shall be imported.

(6) Contracts shall be in the form prescribed by the Executive Committee.

(7) Nothing in this section shall operate in conflict with the provisions of any immigration law.

23. Council's Agents.

The Executive Committee shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. In addition to any such specified persons, the officials of the Council shall be regarded as agents. It shall be the duty of employers and employees who are members of the Employers' Organisations and the Trade Union to permit such agents to institute such inquiries and to examine time and wages registers and interrogate such employees as may be necessary for ascertaining whether the provisions of this Agreement are being observed.

24. Interpretation of Agreement.

(1) The Executive Committee or Standing Committee and Joint Boards shall, subject to the general control and direction of the Council, be the bodies responsible for the administration of this Agreement.

(2) The Executive Committee and the Standing Committee may issue rulings not inconsistent with the provisions of this Agreement, or any legal interpretation thereof, for the guidance of employers and employees.

25. Notices.

Every employer shall obtain from the Secretary of the Council and post in a conspicuous place in his establishment, and keep so posted, the notice (poster) issued by the Council giving particulars of wages, hours and working conditions applicable to such establishment.

26. Registration of Employers.

(1) Every employer in the industry at the date on which this Agreement comes into operation shall forward in writing to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) of the area in which he is operating, the following particulars concerning himself:—

(i) Full name.

(ii) Business address.

(iii) The trade or trades which he is carrying on in the industry.

(iv) The address at which any plant or equipment is housed.

(2) The particulars required under sub-section (1) hereof shall also be furnished by all employers entering the industry after the date on which this Agreement comes into operation within one month of commencing business.

(3) Where the employer is a partnership, information in accordance with sub-section (1) hereof shall be furnished in respect of each partner. The title under which the partnership is operating shall also be furnished. In the event of a dissolution of partnership taking place, this fact must be notified in writing, within one month of the date thereof to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) of the area in which such partnership had operated.

(4) In the event of an employer ceasing business after registering under this section he shall notify the Secretary of the Joint Board (or Standing Committee where no Joint Board exists) within one month thereof.

(b) In die afdeling van die nywerheid vir die vervaardiging van gegolfde bordpapier, word onder „drukmasjien" verstaan 'n tweekleurdrukmasjien ten opsigte waarvan die loon vir 'n vakman dié is soos in tabel I, skaal 1, uiteengesit is.

22. Kontrakarbeid.

Die invoer en indiensneming van werknemers van buite die Unie van Suid-Afrika kan alleen onderneem en moet gereël word ooreenkomstig die bepalings hieronder uiteengesit.

(1) Die vakvereniging moet maandeliks 'n lys van vakmanne wat werkloos is aan die Sekretaris van die Raad verstrek.

(2) Ingeval enige werkgewer vakmanne wil invoer, dan moet hy die Sekretaris van die plaaslike tak van die vakvereniging daarvan in kennis stel en die redes vir sodanige voorgestelde invoer vermeld. Die taksekretaris moet dan met die algemene sekretaris van die vakvereniging in verbinding tree, ten einde uit te vind of daar in Suid-Afrika manne in dieselfde vak, as dié waarvoor die invoer bedoel word, beskikbaar is.

(3) Ingeval die vakvereniging die voorgestelde invoer afkeur moet hy die werkgewer van sy besluit in kennis stel binne 'n tydperk van drie weke na die datum van aansoek en as die betrokke werkgewer tog daarmee wil deurgaan, dan het hy die reg van beroep deur tussenkoms van die Gesamentlike Raad na die Staande Komitee.

(4) Hierdie artikel is op onderstaande kategorieë vakmanne van toepassing:—

Lettersetters (met die hand of masjien).
Letter-, steen- en rotasiedrukkers.
Boekbinders, linieerders, snyers en pakhuiswerkers.
Stereotipeurs.
Sinkograwe.

(5) Die dienskontrak mag nie vir 'n langer tydperk as twee jaar wees nie, en alleen persone wat goed aangeskrewe lede van 'n erkende vakvereniging is, mag ingevoer word.

(6) Kontrakte moet in die vorm wees soos deur die Uitvoerende Komitee voorgeskryf.

(7) Niks in hierdie artikel vervat is van krag vir sover dit met enige immigrasiewet in stryd is nie.

23. Agente van die Raad.

Die Uitvoerende Komitee moet een of meer bepaalde persone as agente aanstel om by die toepassing van hierdie Ooreenkoms behulpsaam te wees. Behalwe enige sodanige gespesifiseerde persone moet die beamptes van die Raad as agente beskou word. Dit is die plig van werkgewers en werknemers wat lede van die werkgewersorganisasies en die vakvereniging is, om sodanige agente toe te laat om sodanige ondersoek in te stel en om tyd- en loonregisters na te sien en om sodanige werknemers te ondervra soos nodig mag wees ten einde uit te vind of die bepalings van hierdie Ooreenkoms nageleef word.

24. Verklaring van Ooreenkoms.

(1) Die Uitvoerende Komitee of die Staande Komitee en Gesamentlike Rade is die liggame wat onderworpe aan die algemene beheer en bestuur van die Raad, vir die administrasie van hierdie Ooreenkoms verantwoordelik is.

(2) Die Uitvoerende Komitee en die Staande Komitee kan vir die leiding van werkgewers en werknemers beslissings uitvaardig wat nie met die bepalings van die Ooreenkoms of enige regsvertolking daarvan in stryd is nie.

25. Kennisgewings.

Elke werkgewer moet van die Sekretaris van die Raad die kennisgewing (plakkaat) opgestel deur die Raad, bevattende besonderhede van lone, werkure en diensvoorwaardes van toepassing in die inrigting verkry, en dit op 'n duidelik sigbare plek in sy inrigtng vertoon.

26. Registrasie van werkgewers.

(1) Elke werkgewer in die nywerheid op die datum waarop hierdie Ooreenkoms in werking tree, moet aan die Sekretaris van die Gesamentlike Raad (of die Staande Komitee, waar geen Gesamentlike Raad bestaan nie) vir die gebied waar sy besigheid geleë is, skriftelik die onderstaande besonderhede wat homself betref, stuur:—

(i) Volle naam.
(ii) Besigheidsadres.
(iii) Die vak of vakke wat hy in die nywerheid beoefen.
(iv) Die adres waar enige installasie of uitrusting gehou word.

(2) Die besonderhede vereis ingevolge subartikel (1) hiervan moet ook deur alle werkgewers, wat, na die datum waarop hierdie Ooreenkoms in werking tree, in die nywerheid kom binne een maande nadat hulle begin besigheid dryf, verstrek word.

(3) Ingeval die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subartikel (1) hiervan ten opsigte van elke vennoot verstrek word. Die naam waaronder die vennootskap besigheid dryf, moet ook meegedeel word. Ingeval ontbinding van 'n vennootskap plaasvind moet daarvan binne een maand aan die Sekretaris van die Gesamentlike Raad (of die Staande Komitee, waar geen Gesamentlike Raad bestaan nie), in die gebied waar die vennootskap besigheid gedryf het, skriftelik kennis gegee word.

(4) Ingeval 'n werkgewer die besigheid staak nadat hy ingevolge hierdie artikel geregistreer het, moet hy die Sekretaris van die Gesamentilke Raad (of die Staande Komitee, waar geen Gesamentlike Raad bestaan nie), binne een maand daarvan in kennis stel.

27. WORKING EMPLOYERS, PARTNERS, DIRECTORS AND SHAREHOLDERS.

(1) Any employer and/or partner, director or shareholder who performs work falling within the trades specified in section 21 of this Agreement shall be subject to the restrictions of that section in respect of the performance of such work as are imposed upon employees by sub-sections (3), (6), (7), (8), (9), (10), (11) (*a*) and (12) (*a*).

(2) Any employer and/or partner, director or shareholder who claims to be a qualified journeyman in any designated trade shall apply for registration as such with the local Joint Board or Standing Committee, submitting proof in support of such claim. Until such registration is effected, any such person shall not be regarded as a journeyman or permitted to perform journeyman's work as prescribed in section 21.

28. GENERAL.

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, sub-section or section of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

The Employers' Organisations and the Trade Union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the aforegoing is the Agreement arrived at and affix their signatures hereto.

The National Industrial Council of the Printing and Newspaper Industry of South Africa—

D. A. SALES, *Chairman.*
P. SMIT, *Vice-Chairman.*
E. P. KEMP, *Secretary.*

Signed at Cape Town this 20th day of December, 1943.

✱ No. 2387.] [31 December 1943.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

PRINTING AND NEWSPAPER INDUSTRY, UNION OF SOUTH AFRICA.

I, WALTER BAYLEY MADELEY, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Printing and Newspaper Industry, published under Government Notice No. 2386 of the 31st December, 1943, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 2388.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

PRINTING AND NEWSPAPER INDUSTRY, UNION OF SOUTH AFRICA.

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to duplicating work in the Printing and Newspaper Industry shall be binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the employers' organisations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organisations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1, 3 to 14 (inclusive) and 17 to 20 (inclusive) of the said Agreement shall be binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the other employers and employees engaged or employed is the said Industry in the Union of South Africa; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Union of South Africa, and from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, the provisions contained in clauses 1, 3 to 14 (inclusive) and 17 and 20 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section one of the said Act.

WALTER B. MADELEY,
Minister of Labour.

27. WERKENDE WERKGEWERS, VENNOTE, DIREKTEURE EN AANDEELHOUERS.

(1) Enige werkgewer en/of vennoot, direkteur of aandeelhouer wat werk verrig wat onder die bedrywe gespesifiseer in artikel 21 van hierdie Ooreenkoms val, is, ten opsigte van die verrigting van sodanige werk, soos wat werknemers opgelê word by subartikels (3), (6), (7), (8), (9), (10), (11) (*a*) en 12 (*a*), onderworpe aan die beperkings van daardie artikels.

(2) Enige werkgewer en/of vennoot, direkteur of aandeelhouer wat daarop aanspraak maak dat hy 'n gekwalifiseerde vakman in enige aangewese vak is, moet om registrasie as sulks by die plaaslike Gesamentlike Raad of Staande Komitee aansoek doen en bewys lewer dat hy reg het op so'n aanspraak. Voor sodanige registrasie word geen sodanige persoon as 'n vakman beskou of toegelaat om vakmanwerk, soos voorgeskryf in artikel 21, te verrig nie.

28. ALGEMEEN.

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms tersyde stel nie, onverskillig of die genoemde bepalings tot voordeel van die betrokke werkgewer of werknemer is of hom 'n las oplê of nie. Elke bepaling, subartikel of artikel skep na gelang van die geval 'n reg of 'n verpligting, wat heeltemal onafhanklik is van ander bepalings. Ingeval enige bepaling, subartikel of artikel van hierdie Ooreenkoms voor of na bekendmaking in die *Staatskoerant* deur die Minister ingevolge die bepalings van die Wet, nie bindend is nie of *ultra vires* die magte van die partye of die Minister is, maak dit hoegenaamd geen inbreuk op die res van die Ooreenkoms nie, wat in so'n geval die Ooreenkoms uitmaak.

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms soos hierin uiteengesit, besluit het, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat voorafgaande die Ooreenkoms is waartoe besluit is en plaas hulle handtekeninge hieronder.

"The National Industrial Council of the Printing and Newspaper Industry of South Africa":—

D. A. SALES, *Voorsitter.*
P. SMIT, *Ondervoorsitter.*
E. P. KEMP, *Sekretaris.*

Onderteken in Kaapstad hede die 20ste dag van Desember 1943.

✱ No. 2387.] [31 Desember 1943.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

DRUK- EN NUUSBLADNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreenkoms en kennisgewing in verband met die druk- en nuusbladnywerheid, bekendgemaak by Goewermentskennisgewing No. 2386 van 31 Desember 1943, nie ongunstiger vir die persone is nie wie se werkure daarby gereël word as die ooreenstemmende bepalings van genoemde Wet.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 2388.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

DRUK- EN NUUSBLADNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op dupliseringswerk in die Druk- en Nuusbladnywerheid vanaf die 1ste dag van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, bindend is op die werkgewers-organisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 14 en 17 tot en met 20 van genoemde Ooreenkoms vanaf die 1ste dag van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Unie van Suid-Afrika; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1, 3 tot en met 14 en 17 en 20 van genoemde Ooreenkoms vanaf die 1ste dag van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, in die Unie van Suid-Afrika *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking "werknemer" vervat in artikel *een* van die genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

DUPLICATING AGREEMENT.

Entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, by and between

The Federation of Master Printers of South Africa

and the

Newspaper Press Union of South Africa

(hereinafter referred to as the "Employers' Organisations"), of the one part; and

The South African Typographical Union

(hereinafter referred to as the "Trade Union"), of the other part,

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. SCOPE OF APPLICATION.

(1) The terms of this Agreement shall throughout the Union of South Africa be observed by all members of the Employers' Organisations who are engaged in, and members of the Trade Union for whom wages are prescribed in section 4 hereof and who are employed, in duplicating, provided however that employees the product of whose labour is not intended for direct monetary reward to the employer but is intended for the personal administration of the employers' business, or who are not directly employed on duplicating work, such as telephonists, clerical employees, bookkeepers and accountants and employees on the administrative staff, shall on each day wholly spent on such other work be excluded during such day from the operation of this Agreement but shall otherwise be bound; provided further, however, that a labourer mainly or exclusively employed in connection with duplicating shall be included within the scope of this Agreement.

(2) This Agreement shall be deemed to be supplementary to the Main Agreement, provided, however, that the provisions of such Agreement shall otherwise be deemed not to apply to duplicating.

2. PERIOD OF OPERATION.

(1) This Agreement shall come into operation on the 1st January, 1944, and shall remain in force until the 31st December, 1945.

(2) The parties may by consent and in due form vary the terms of this Agreement and further may enter into supplementary agreements to operate concurrently with this Agreement.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined in the Act shall have the same meanings as in the Act and any reference to an Act shall include any amendment thereof and unless the contrary intention appears words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"agent" means a person appointed by the Council to carry out inspections on behalf of the Council;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa, registered in terms of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act as constituted now or hereafter;

"duplicating" is the process of producing duplicated matter and shall be deemed to include, without in any way limiting the ordinary meaning thereof, stencil cutting, making master copies and all processes or operations incidental to the reproduction of written or typewritten matter or any picture or mark conveying any meaning, which has been produced on any material by impressing any other material thereon, whether or not such reproduction processes or operations are by manual or mechanical means;

"employers' organisation" shall be deemed to include any employers' organisation presently or hereafter becoming a member of the Council;

"establishment" or "house" means any place in which duplicating is carried on;

"Executive Committee" means the Executive Committee appointed in accordance with the provisions of the Constitution of the Council;

"experience" means the period of employment in connection with duplicating as defined above calculated without making any adjustment in respect of any short time, part time or overtime worked during such employment, but excluding employment as a labourer;

"house half-holiday" means Saturday afternoon, except in establishments where another afternoon in the working week (other than Sunday) is substituted therefor;

"piece-work" means any system by which an employee's earnings are based on quantity or output of work done;

"Secretary" means the Secretary of the Council;

"Standing Committee" means the Standing Committee appointed in accordance with the provisions of the Constitution of the Council;

"task work" means work which requires the completion by an employee of a definite amount of work in a specified time;

BYLAE.

"NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA".

DUPLISERINGSOOREENKOMS.

Ingevolge die bepalings van die Nywerheid-versoeningswet, 1937, aangegaan deur en tussen

"The Federation of Master Printers of South Africa"

en die

"Newspaper Press Union of South Africa"

(hierna genoem die "werkgewersorganisasies"), aan die een kant, en

"The South African Typographical Union"

(hierna genoem die "vakvereniging"), aan die ander kant, wat die partye is by die "National Industrial Council of the Printing and Newspaper Industry of South Africa".

1. BESTEK VAN TOEPASSING.

(1) Die bepalings van hierdie Ooreenkoms moet dwarsdeur die Unie van Suid-Afrika nagekom word deur alle lede van die werkgewersorganisasies wat duplisering doen en lede van die vakvereniging vir wie lone in artikel 4 hiervan voorgeskryf is en wat werksaam is by duplisering, met dien verstande egter dat werknemers as die produk van hul arbeid nie bedoel is vir regstreekse geldelike vergoeding vir die werkgewer nie, maar bedoel is vir die persoonlike administrasie van die werkgewer se besigheid, of wat nie regstreeks by duplisering werksaam is nie, soos byvoorbeeld telefoniste, klerklike werknemers, boekhouers en rekenmeesters en werknemers op die administratiewe personeel op elke dag wat as geheel aan sodanige ander werk gewy is gedurende sodanige dag uitgesluit moet word van die toepassing van hierdie Ooreenkoms maar andersins gebonde is; verder met dien verstande egter dat 'n arbeider wat hoofsaaklik of uitsluitlik in verband met duplisering werksaam is binne die bestek van hierdie Ooreenkoms val.

(2) Hierdie Ooreenkoms word beskou as 'n aanvulling van die Hoofooreenkoms; met dien verstande egter dat die bepalings van sodanige Ooreenkoms andersins beskou moet word dat dit nie op duplisering van toepassing is nie.

2. TERMYN VAN TOEPASSING.

(1) Hierdie Ooreenkoms tree in werking op 1 Januarie 1944 en bly van krag tot 31 Desember 1945.

(2) Die partye kan met toestemming en in behoorlike vorm die bepalings van hierdie Ooreenkoms wysig en verder aanvullingsooreenkomste aangaan wat gelyktydig met hierdie Ooreenkoms in werking is.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in die Wet en alle wysigings na 'n Wet sluit alle wysigings daarvan in en tensy die teenoorgestelde blyk baar bedoel word, is by die woorde wat die manlike geslag aandui ook vrouens inbegrepe; verder, tensy teenstryding met die samehang beteken—

"Wet", die Nywerheid-versoeningswet, 1937;

"agent", 'n persoon wat deur die Raad aangestel word om 'n inspeksie namens die Raad uit te voer;

"Raad", die "National Industrial Council of the Printing and Newspaper Industry of South Africa" geregistreer ingevolge die Nijverheid Verzoenings Wet, 1924, en word beskou ingevolge die Wet soos nou of hierna saamgestel, geregistreer te wees;

"duplisering", die proses waarby gedupliseerde stof geproduseer word en dit word beskou dat sonder om die gewone betekenis daarvan te beperk, daarby inbegrepe is, wasvelle deurslaan, meesterkopieë maak en alle prosesse of werksaamhede wat verbonde is aan die reproduksie van geskrewe of getikte stof of enige beeld of merk wat enige betekenis weergee wat op enige materiaal aangebring is deur enige ander materiaal daarop af te druk of sodanige reproduksieprosesse of -werksaamhede met die hand of meganies gedoen word;

"werkgewersorganisasie", en word dit beskou dat daarby inbegrepe is enige werkgewersorganisasie wat nou lid van die Raad is of dit hierna word;

"inrigting" of "huis", enige plek waarin duplisering uitgevoer word;

"uitvoerende komitee", die uitvoerende komitee benoem in ooreenstemming met die bepalings van die konstitusie van die Raad;

"ervaring", die dienstydperk in verband met duplisering soos hierbo bepaal sonder om enige verrekening te doen ten opsigte van enige korttyd, deeltydse werk of oortyd wat gedurende sodanige diens gedoen is, maar met uitsondering van diens as arbeider;

"halfdag vakansie van huis", Saterdagnamiddag behalwe in inrigtings waar 'n ander middag in die werkweek (behalwe Sondag) in die plek daarvan gestel word;

"stukwerk", enige stelsel waarvolgens 'n werknemer se verdienste op hoeveelheid of opbrings van verrigte werk gebaseer word;

"Sekretaris", die Sekretaris van die Raad;

"Staande Komitee", die staande Komitee benoem in ooreenstemming met die Raad se konstitusie;

"taakwerk", werk waar 'n werknemer verplig word om 'n bepaalde hoeveelheid werk in 'n gespesifiseerde tyd te voltooi;

"Joint Board" means a Joint Board established in terms of the Constitution of the Council;

"labourer" means an employee engaged exclusively in one or more of the following operations:—

(*a*) Cleaning premises, carrying, moving, stacking or unpacking goods and who may in connection therewith occasionally operate a goods lift; sorting packages or parcels; wrapping up parcels;

(*b*) opening or closing doors, boxes, bales or other packages; making or maintaining fires or removing refuse or ashes;

(*c*) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle; collecting cash in the case of "c.o.d." sales or accepting written orders; making tea or similar beverages; if such operations are exclusively or mainly in connection with duplicating.

4. Wages.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, except as provided in section 12 of this Agreement:—

(*a*) Experience in the Industry.	Males.		Females.	
	Per Week.	Per Month.	Per Week.	Per Month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
First Year	1 7 8	6 0 0	1 7 8	6 0 0
Second Year	1 16 11	8 0 0	1 12 4	7 0 0
Third Year	2 6 2	10 0 0	1 16 11	8 0 0
Fourth Year	2 17 8	12 10 0	2 1 6	9 0 0
Fifth Year	3 9 3	15 0 0	2 6 2	10 0 0
Sixth Year	4 3 1	18 0 0	2 10 9	11 0 0
Thereafter	4 16 11	21 0 0	2 10 9	11 0 0

Note.—In addition to the above wages, the Government cost of living allowances, in accordance with War Measure No. 43 of 1942 as amended by War Measure No. 39 of 1943 or any further amendments as may be made from time to time, shall be payable.

(*b*) Casual employees shall be paid not less than a full day's wages for each day upon which they are casually employed, provided that if the period of casual employment exceeds the normal hours for a full day, the hours worked in excess of that day shall be paid for at time and a third of the hourly rate.

For the purposes of this paragraph a casual employee shall be deemed to be an employee who is employed by the same employer on not more than four days in any week, and any employee employed in excess of four days in any week shall be regarded as a regular employee and entitled to at least one week's wages.

(*c*) Labourers shall be paid at not less than the following rates:—

	Per Week.
In the Municipal Areas of Cape Town and Port Elizabeth	£1 10 0
Elsewhere	1 7 8

(*d*) The aforegoing wages shall be paid exclusive of any statutory cost of living allowance payable in terms of any law.

(2) (*a*) An employer shall employ one employee at the highest rate prescribed in sub-section (1) (*a*) of this section before employing any employees at a lesser rate.

(*b*) An employer employing three or more employees engaged in duplicating shall employ at least one employee at the highest rate prescribed in sub-section 1 (*a*) of this section for every three or part of three employees employed in such establishment in excess of three employees.

(*c*) In determining the number of employees to be paid at the highest rate in terms of paragraphs (*a*) and (*b*) hereof, all labourers shall be excluded.

(3) For the purpose of ascertaining the wages which will be payable to an employee in any of the classes mentioned in sub-section (1) (*a*) the total experience of the employee in duplicating, irrespective of the establishment where such experience was gained, shall be reckoned.

(4) (*a*) A day's wages shall be calculated by dividing the weekly wage by six.

(*b*) For the purpose of ascertaining the hourly rate of wages of an employee the weekly wages payable in terms of this sub-section shall be divided by the number of hours normally worked in the establishment during the week by employees.

5. Piecework and Bonuses.

(1) The giving out by employers and the performance by employees of piecework and task work is prohibited.

(2) No employer shall pay and no employee shall accept a bonus which is computed by piece-calculations or considerations of output in any form.

6. Payment of Earnings and Termination of Employment.

(1) Wages and payment for overtime shall be paid weekly in full at the rates prescribed but not later than noon on the Saturday following the close of the working week of the establishment concerned. Where the working week closes on a Saturday, payment shall be made by noon on that day. Casual employees whose engagement terminates before the customary pay day shall be paid their earnings immediately at the termination of their engagement.

„Gesamentlike Raad", 'n Gesamentlike Raad ingestel ingevolge die konstitusie van die Raad;

„arbeider", 'n werknemer wat uitsluitlik een of meer van onderstaande werksaamhede verrig:—

(*a*) Persele skoonmaak, goedere dra, verskuif, opstapel of uitpak en wat in verband daarmee by geleentheid 'n goederehyser mag bedien; pakkette sorteer; pakkette toedraai;

(*b*) deure, kiste, bale of ander pakkette oop- of toemaak; vuurmaak of vure aan die brand hou of vuilgoed of as verwyder;

(*c*) briewe, boodskappe of goedere te voet of per fiets, driewiel of handvoertuig aflewer of vervoer; kontant invorder in geval van k.b.a.—verkope of skriftelike bestellings aanneem; tee of soortgelyke dranke maak;

as sodanige werksaamhede uitsluitlik of hoofsaaklik in verband met duplisering is.

4. Lone.

(1) Geen werkgewer mag laer lone betaal en geen werknemer mag laer lone aanneem as onderstaande nie, behalwe soos bepaal in artikel 12 van hierdie Ooreenkoms:—

(*a*) Ervaring in die Nywerheid.	Mans.		Vrouens.	
	Per week.	Per maand.	Per week.	Per maand.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Die eerste jaar	1 7 8	6 0 0	1 7 8	6 0 0
Die tweede jaar	1 16 11	8 0 0	1 12 4	7 0 0
Die derde jaar	2 6 2	10 0 0	1 16 11	8 0 0
Die vierde jaar	2 17 8	12 10 0	2 1 6	9 0 0
Die vyfde jaar	3 9 3	15 0 0	2 6 2	10 0 0
Die sesde jaar	4 3 1	18 0 0	2 10 9	11 0 0
Daarna	4 16 11	21 0 0	2 10 9	11 0 0

L.W.—Bo en behalwe bovermelde lone is die Regering se lewenskostetoelaes betaalbaar in ooreenstemming met Oorlogsmaatreël No. 43 van 1942, soos gewysig by Oorlogsmaatreël No. 39 van 1943 of enige verdere wysigings soos wat van tyd tot tyd gemaak word.

(*b*) Los werknemers moet minstens 'n volle dag se loon vir elke dag betaal word waarop hulle los in diens is, met dien verstande dat as dit tydperk los diens die gewone ure vir 'n volle dag oorskry vir die ure langer as daardie dag gewerk teen een en een-derde maal die uurloon betaal moet word.

Vir doeleindes van hierdie paragraaf word dit beskou dat 'n los werknemer 'n werknemer is wat op hoogstens vier dae per week by dieselfde werkgewer in diens is en enige werknemer wat meer as vier dae per week werk, word as 'n gereelde werknemer beskou en geregtig op minstens een week se loon.

(*c*) Arbeiders moet teen minstens onderstaande lone betaal word:—

	Per week.
In die munisipale gebiede Kaapstad en Port Elizabeth	£1 10 0
Elders	1 7 8

(*d*) Voornoemde lone moet betaal word afgesien van enige wetlike lewenskostetoelae betaalbaar ingevolge enige regsbepaling.

(2) (*a*) 'n Werkgewer moet een werknemer in diens neem teen die hoogste loon voorgeskryf in subartikel 1 (*a*) van hierdie artikel voor enige werknemer teen 'n laer loon in diens geneem word.

(*b*) 'n Werkgewer wat drie of meer werknemers wat dupliseerwerk doen in diens het, moet minstens een werknemer teen die hoogste loon voorgeskryf in subartikel 1 (*a*) van hierdie artikel in diens neem vir elke drie of deel van drie werknemers in sodanige inrigting in diens bo en benewens drie werknemers.

(*c*) By vasstelling van die getal werknemers wat teen die hoogste loon ingevolge paragrawe (*a*) en (*b*) hiervan betaal moet word, moet alle arbeiders uitgesluit word.

(3) Ten einde lone te bepaal wat aan 'n werknemer in enige van die kategorieë genoem in subartikel 1 (*a*) betaalbaar sal wees, moet die totale ervaring van die werknemer in duplisering afgesien van die inrigting waar sodanige ervaring opgedoen is, gereken word.

4. (*a*) 'n Dag se loon word bereken deur die weeklikse loon deur ses te deel.

(*b*) Ten einde die uurloon van 'n werknemer te bepaal, moet die weeklikse loon betaalbaar ingevolge hierdie subartikel gedeel word deur die getal ure wat gewoonlik gedurende die week deur werknemers in die inrigting gewerk word.

5. Stukwerk en bonusse.

1. Werkgewers word verbied om stuk- en taakwerk uit te gee en werknemers word verbied om dit te verrig.

2. Geen werkgewer mag 'n bonus betaal wat deur stuk berekenings of oorwegings van opbrings van enige aard bereken is nie en geen werknemer mag so'n bonus aanneem nie.

6. Betaling van verdienste en diensbeëindiging.

(1) Lone en betaling vir oortyd moet weekliks ten volle betaal word teen die voorgeskrewe lone nie later as 12 uur middag op die Saterdag wat volg op die end van die werkweek van die betrokke inrigting nie. As die werkweek op 'n Saterdag eindig, moet betaling teen 12 uur middag op daardie dag gedoen word. Los werknemers wie se diens voor die gebruiklike betaaldag eindig, moet hul verdienste onmiddelik na beëindiging van hul diens betaal word.

(2) Where it is the practice in an establishment to pay particular employees monthly such employees shall be paid their wages and all overtime due monthly instead of weekly as indicated in paragraph (1) hereof and in that event monthly employees shall be paid not later than noon on the last working day in the month of the establishment concerned.

(3) All wages and overtime shall be paid in cash.

(4) A weekly employee or his employer shall give not less than one week's notice and a monthly employee or his employer shall give not less than two week's notice to terminate the contract of employment. Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient; or any agreement between an employee and employer which provides for a period of notice of equal duration on both sides and for longer than one week or two weeks, as the case may be.

Annual leave and notice shall not run concurrently. The notice referred to herein shall be so given as to take effect in the case of a weekly employee from the usual weekly pay day of the establishment; and in the case of a monthly employee, from the first or the fifteenth day of the month, as the case may be.

7. Hours of Work.

(1) The ordinary hours of work of any employee shall not exceed forty-six hours in any one week and in ascertaining such hours of work intervals during which meals are taken shall be excluded.

(2) Daily hours of work shall not exceed eight and one-sixth hours, excluding, however, periods during which meals are taken and in the case of the establishment's half-holiday the hours of work shall not exceed five hours on such half-holiday.

(3) An employer shall arrange the weekly working hours in his establishment so as to allow employees to have one afternoon off per week (other than Sunday).

(4) Employers and employees shall not permit less than eight hours to elapse between the finish of one day or night's work and the commencement of another by the same employee, and no period of continuous employment shall exceed five hours without a rest period of not less than one hour.

8. Overtime.

(1) Overtime shall be restricted as much as possible and all hours in excess of twelve hours' overtime in any one month or thirty hours' overtime in any year shall not be permitted by an employer nor undertaken by an employee without the consent of the Council. When overtime in excess of the aforesaid overtime is authorised by the Council, such overtime shall be payable at the rate of one and a third times the remuneration prescribed in terms of section 4 for the employee.

(2) Notwithstanding sub-section (1) hereof all time worked on the establishment's usual half-day holiday and on Sundays and Public Holidays shall be paid for as overtime at the rate of double the ordinary rate of wage prescribed in terms of section 4 hereof.

9. Holidays.

(1) An employee shall be entitled to and be granted two consecutive weeks' leave (twelve working days) after each year of employment with the same employer and shall in respect of each week thereof be paid an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date upon which the employee became entitled to annual leave: Provided that where the employer and the employee agree and the consent of the Council is obtained, such leave need not be consecutive.

Provided further that—

(*a*) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912; and

(*b*) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with pay.

(2) The leave to which an employee is entitled in terms of sub-section (1) shall be granted at a time to be fixed by the employer, provided that if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates.

(3) An employee whose contract of employment with the same employer terminates—

(*a*) in the first year of employment with the same employer, after the completion of four months' employment but before the completion of such year; and

(*b*) in any subsequent year of employment with the same employer, before the completion of such year;

shall upon such termination be paid in respect of each completed month of employment an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination divided by six.

(4) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose employment terminates before such leave has been granted shall, upon such termination, be paid in respect of each week thereof an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(2) Waar dit in 'n inrigting gebruiklik is om besondere werknemers maandeliks te betaal, moet sodanige werknemers hul lone en alle verskuldigde oortyd maandeliks betaal word in plaas van weekliks soos aangedui in paragraaf (1) hiervan en in daardie geval moet maandelikse werknemers nie later nie as 12 uur middag op die laaste werkdag in die maand van die betrokke inrigting betaal word.

(3) Alle lone en oortyd moet kontant betaal word.

(4) 'n Weeklikse werknemer of sy werkgewer moet die diens met minstens een week opsê en 'n maandelikse werknemer of sy werkgewer moet die diens met minstens twee weke opsê om die dienskontrak te beëindig; met dien verstande dat dit nie die reg van 'n werknemer of 'n werkgewer om die dienskontrak sonder diensopsegging om enige rede erken by Wet as voldoende raak nie; of enige ooreenkoms tussen 'n werknemer en werkgewer wat 'n diensopseggingstermyn van gelyke duur aan albei kante en vir langer as een week of twee weke, na gelang van die geval, bepaal nie.

Jaarlikse verlof en diensopsegging mag nie saamval nie. Die kennis van diensopsegging wat hierin genoem word, moet gegee word met ingang van die gewone weeklikse betaaldag van die inrigting in geval van 'n weeklikse werknemer en van die eerste of vyftiende dag van die maand, na gelang van die geval, in geval van 'n maandelikse werknemer.

7. Werkure.

(1) Die gewone werkure van enige werknemer mag nie ses-en-veertig in enige afsonderlike week oorskry nie en by die vasstelling van sodanige werkure word etenstye uitgesluit.

(2) Daelikse werkure mag nie ag en een-sesde uur te bowe gaan nie, met uitsondering egter van etenstye en in geval van die inrigting se halfdag vakansie mag die werkure nie vyf uur op sodanige halfdag vakansie oorskry nie.

(3) 'n Werkgewer moet die weeklikse werkure in sy inrigting so verdeel dat werknemers een middag per week vry het (behalwe Sondag).

(4) Werkgewers en werknemers mag nie toelaat dat minder as ag uur verloop tussen die voltooiing van een dag of nag se werk en die aanvang van 'n ander deur dieselfde werknemer nie en geen tydperk ononderbroke werk mag vyf uur oorskry sonder 'n rustyd van minder as een uur nie.

8. Oortyd.

(1) Oortyd moet soveel as moontlik beperk word en alle ure benewens twaalf ure oortyd in enige afsonderlike maand of dertig uur oortyd in enige jaar mag nie deur 'n werkgewer toegelaat of deur 'n werknemer onderneem word sonder toestemming van die Raad nie. As oortyd van meer as voornoemde oortyd deur die Raad gemagtig word, is sodanige oortyd betaalbaar teen een en een-derde maal die besoldiging voorgeskryf ingevolge artikel 4 vir die werknemer.

(2) Ondanks subartikel (1) hiervan moet vir alle tyd gewerk op die inrigting se gewone halfdag vakansie en op Sondae en openbare vakansiedae betaal word soos vir oortyd teen tweemaal die gewone loon voorgeskryf ingevolge artikel 4 hiervan.

9. Vakansie.

(1) 'n Werknemer is geregtig tot en moet twee opeenvolgende weke verlof (twaalf werkdae) na elke jaar diens by dieselfde werkgewer toegestaan word en moet ten opsigte van elke week daarvan 'n bedrag betaal word van minstens die weeklikse loon wat die werknemer ontvang het onmiddellik voor die datum waarop die werknemer op jaarlikse verlof geregtig geword het; met dien verstande dat waar die werkgewer en die werknemer ooreenkom en die toestemming van die Raad verkry is sodanige verlof nie opeenvolgend hoef te wees nie;
met dien verstande verder dat—

(*a*) sodanige verloftydperk nie mag saamval met enige tydperk wat die werknemer ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan nie; en

(*b*) as enige openbare vakansiedag binne sodanige verloftydperk val, sodanige vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk afwesigheidsverlof met betaling.

(2) Die verlof waarop 'n werknemer ingevolge subartikel (1) geregtig is, moet toegestaan word op 'n tydstip wat deur die werkgewer vasgestel word, met dien verstande dat as sodanige verlof nie vroeër toegestaan is nie dit binne twee maande na voltooiing van die betrokke diensjaar toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak by dieselfde werkgewer—

(*a*) in die eerste jaar diens by dieselfde werkgewer na voltooiing van vier maande diens maar voor die end van sodanige jaar; en

(*b*) in enige daaropvolgende jaar diens by dieselfde werkgewer voor die end van sodanige jaar;

eindig, moet by sodanige beëindiging ten opsigte van elke volle maand diens 'n bedrag betaal word van minstens die weeklikse loon wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging, gedeel deur ses.

(4) 'n Werknemer wat ingevolge subartikel (1) op 'n verloftydperk geregtig is en wie se diens eindig voor sodanige verlof toegestaan is, moet by sodanige beëindiging ten opsigte van elke week daarvan 'n bedrag betaal word van minstens die weeklikse loon wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het.

(5) For the purposes of this section the expression " the same employer " includes:—

(*a*) in the case of the death of an employer, the legal representative, heir, legatee, successor or executor of the estate of that employer;

(*b*) in the case of insolvency, liquidation or sale of business, the trustee, liquidator, or purchaser of the business:

for the period during which such representative, heir, legatee, successor, executor, trustee, liquidator or purchaser continues to carry on the business in which the employee concerned is employed.

(6) For the purposes of this section the word " employment " shall be deemed to include any period or periods during which an employee—

(*a*) is on leave in terms of sub-section (1);

(*b*) is required to undergo training under the South Africa Defence Act, 1912;

(*c*) is absent from work on the instructions or at the request of the employer;

(*d*) is absent from work owing to sickness or accident;

amounting in the aggregate to not more than thirty days in any year, and shall be deemed to commence from the date on which the employee enters the employer's service or the date when last entitled to leave, whichever may be the later.

10. Time and Wages Registers.

Attention is drawn to section *fifty-seven* of the Act, which requires every employer upon whom any agreement has been made binding in terms of the Act to keep, in the form prescribed by regulation, in respect of all persons employed by him, records of remuneration paid, time worked and such other particulars as are prescribed by regulation.

11. Certificates of Employment.

For the purpose of determining the wages payable to employees whose wages are based on the length of their experience, every employer shall issue a certificate of employment free of charge to each such employee at the time when he leaves such employer's service, and a duplicate copy of such certificate to the local Branch Secretary of the Union; the certificate shall show the employee's name in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer and the reason for the termination of employment.

12. Exemptions.

(1) Any employee who, on account of old age or infirmity, is unable to do the work normally performed by an able-bodied employee may be employed at such wages and under such conditions as may be approved in writing by the Standing Committee. Provisional certificates or licences of exemption in such cases may be issued by Joint Boards, and shall operate until confirmed or otherwise by the Standing Committee.

(2) Special exemption from the terms of this Agreement may in the case of any other person be granted in writing by the Standing Committee, which shall, in fixing the wages and other conditions under which the exempted person may be employed, give consideration to the recommendation of the Joint Board in the area concerned.

(3) The Secretary of the Council shall issue to every person or establishment granted exemption a certificate or licence signed by him for and on behalf of the Standing Committee, setting out the wages to be paid and conditions which are a departure from the conditions laid down in this Agreement, which certificate or licence, or a copy certified by the said Secretary, shall be the only evidence admissible of the terms of such exemption.

(4) The Standing Committee may, after one week's notice in writing to the employee and employer concerned, withdraw any exemption certificate or licence, whether or not the period for which exemption was granted has expired.

13. Contributions.

(1) Every employer shall contribute to the General Fund of the Council 2d. per week for each employee employed by him for whom wages are prescribed in section 4 (1) (*a*) hereof.

(2) Contributions to the General Fund shall be paid monthly by the employer to the Secretary of the Council at his address not later than thirty days after accrual.

(3) All funds or moneys received in terms hereof shall be administered in terms of the Constitution of the Council.

14. Strikes, Lock-outs and Disputes.

Attention is drawn to section *sixty-five* of the Act, which prohibits strikes and lock-outs in certain circumstances.

15. Trade Union Membership.

(1) The employers shall co-operate with the employees in maintaining the discipline of the Trade Union. Where any employee who is a member of the Trade Union is in default under a penalty imposed by the Trade Union, the matter shall be dealt with by the Joint Board concerned, which may require the employer concerned to dismiss the employee in default if the penalty is not complied with.

(2) Employers shall encourage employees to become members of the Trade Union.

(5) Vir die toepassing van hierdie artikel is by die uitdrukking „ dieselfde werkgewer " inbegrepe—

(*a*) in geval van die afsterwe van 'n werkgewer, die wettige verteenwoordiger, erfgenaam, legataris, opvolger of eksekuteur van die boedel van daardie werkgewer;

(*b*) in geval van bankrotskap, likwidasie of verkoop van besigheid, die trustee, likwidator of koper van die besigheid;

vir die tydperk wat sodanige verteenwoordiger, erfgenaam, legataris, opvolger, eksekuteur, trustee, likwidator of koper voortgaan om die besigheid waarin die betrokke werknemer werksaam is, te dryf.

(6) Vir die toepassing van hierdie artikel word dit beskou dat by die woord „ diens " inbegrepe is enige tydperk of tydperke wat 'n werknemer—

(*a*) ingevolge subartikel (1) met verlof is;

(*b*) ingevolge die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;

(*c*) volgens opdrag of op versoek van die werkgewer van werk afwesig is;

(*d*) weens siekte of ongeval van werk afwesig is;

wat in die geheel hoogstens dertig dae per jaar beloop en dit word beskou dat dit begin op die datum waarop die werknemer by die werkgewer in diens getree het of die datum waarop hy laas op verlof geregtig was, na gelang van die jongste datum.

10. Tyd- en loonregisters.

Die aandag word gevestig op artikel *sewe-en-vyftig* van die Wet wat vereis dat elke werkgewer op wie enige ooreenkoms ingevolge die Wet bindend gemaak is in die vorm voorgeskryf by regulasie ten opsigte van alle persone by hom in diens, state moet hou van besoldiging wat betaal is, tyd gewerk en van sodanige ander besonderhede as wat by regulasie voorgeskryf is.

11. Dienssertifikate.

Ten einde die lone te kan vasstel wat aan werknemers betaalbaar is wie se lone gebaseer word op die duur van hul ervaring moet elke werkgewer 'n dienssertifikaat kosteloos aan elke sodanige werknemer uitreik ten tye wat hy sodanige werkgewer se diens verlaat en 'n kopie van sodanige sertifikaat aan die sekretaris van die plaaslike tak van die vakvereniging stuur; die sertifikaat moet die werknemer se volle naam, sy adres, beroep en loon wat betaal word, tesame met die datum waarop hy by die werkgewer in en uit diens getree het en die rede vir diensbeëindiging aantoon.

12. Vrystellings.

(1) Enige werknemer wat weens ouderdom of swak gesondheid nie in staat is om die werk te doen wat gewoonlik deur 'n liggaamlik geskikte persoon verrig word nie kan teen sodanige loon en op sodanige voorwaardes in diens geneem word as wat skriftelik deur die Staande Komitee goedgekeur is. Voorlopige vrystellingsertifikate kan in sodanige gevalle deur Gesamentlike Rade uitgereik word en bly in werking tot dit bevestig word of andersins deur die Staande Komitee.

(2) Spesiale vrystelling van die bepalings van hierdie Ooreenkoms kan in geval van enige ander persoon skriftelik toegestaan word deur die Staande Komitee wat waar hulle lone en ander voorwaardes vasstel waarop die vrygestelde persoon in diens geneem kan word, die aanbeveling van die gesamentlike raad in die betrokke gebied moet oorweeg.

(3) Die Sekretaris van die Raad moet aan elke persoon of inrigting wat vrystelling verleen is 'n sertifikaat uitreik wat deur hom vir en namens die Staande Komitee onderteken is en waarin die lone wat betaal moet word en die bepalings wat 'n afwyking is van die bepalings vasgestel in hierdie Ooreenkoms uiteengesit word, en hierdie sertifikaat of 'n kopie wat deur genoemde Sekretaris gesertifiseer is, is die enigste toelaatbare bewys van die bepalings van sodanige vrystelling.

(4) Die Staande Komitee kan met een week skriftelike kennisgewing aan die betrokke werknemer en werkgewer enige vrystellingsertifikaat intrek of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

13. Bydraes.

(1) Elke werkgewer moet 2d. per week vir elke werknemer by hom in diens vir wie lone in artikel 4 (1) (*a*) hiervan voorgeskryf is tot die Algemene Fonds van die Raad bydra.

(2) Bydraes tot die Algemene Fonds moet maandeliks deur die werkgewer aan die Sekretaris van die Raad aan sy adres betaal word nie later as dertig dae na die datum waarop dit verskuldig was nie.

(3) Alle fondse of gelde wat ingevolge hiervan ontvang is, moet ingevolge die konstitusie van die Raad administreer word.

14. Stakings, uitsluitings en geskille.

Die aandag word gevestig op artikel *vyf-en-sestig* van die Wet wat stakings en uitsluitings onder sekere omstandighede verbied.

15. Lidmaatskap en vakverenigings.

(1) Die werkgewers moet met die werknemers saamwerk by die handhawing van die dissipline van die vakvereniging. As enige werknemer wat 'n lid van die vakvereniging is weens versuim onder 'n straf verkeer wat deur die vakvereniging opgelê is, moet die saak deur die betrokke Gesamentlike Raad behandel word, wat kan vereis dat die betrokke werkgewer die werknemer wat weens versuim gestraf is, ontslaan as die strafbepaling nie nagekom word nie.

(2) Werkgewers moet werknemers aanmoedig om lede van die vakvereniging te word.

16. Council's Agents.

The Executive Committee shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. In addition to any such specified persons, the officials of the Council shall be regarded as agents. It shall be the duty of employers and employees who are members of the Employers' Organisations and the Trade Union to permit such agents to institute such inquiries and to examine time and wage registers and interrogate such employees as may be necessary for ascertaining whether the provisions of this Agreement are being observed.

17. Interpretation of Agreement.

(1) The Executive Committee or Standing Committee and Joint Boards shall, subject to the general control and direction of the Council, be the bodies responsible for the administration of this Agreement.

(2) The Executive Committee and the Standing Committee may issue rulings not inconsistent with the provisions of this Agreement, or any legal interpretation thereof, for the guidance of employers and employees.

18. Notices.

Every employer shall obtain from the Secretary of the Council and post in a conspicuous place in his establishment, and keep so posted, the notice (poster) issued by the Council, giving particulars of wages, hours and working conditions applicable to such establishment.

19. Registration of Employers.

(1) Every employer engaged in duplicating at the date on which this Agreement comes into operation shall forward in writing to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) of the area in which he is operating, the following particulars concerning himself:—

(i) Full name.
(ii) Business address.
(iii) The trade or trades which he is carrying on.
(iv) The address at which any plant or equipment is housed.

(2) The particulars required under sub-section (1) hereof shall also be furnished by all employers who become engaged in duplicating after the date on which this Agreement comes into operation within one month of commencing business.

(3) Where the employer is a partnership, information in accordance with sub-section (1) hereof shall be furnished in respect of each partner. The title under which the partnership is operating shall also be furnished. In the event of a dissolution of partnership taking place, this fact must be notified, in writing, within one month of the date thereof, to the Secretary of the Joint Board (or the Standing Committee where no Joint Board exists) of the area in which such partnership had operated.

20. General.

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, sub-section or section of this Agreement being inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the Agreement, which shall in that event constitute the Agreement.

The Employers' Organisations and the Trade Union having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the aforegoing is the Agreement arrived at and affix their signatures hereto.

The National Industrial Council of the Printing and Newspaper Industry of South Africa—

D. A. Sales, *Chairman.*
P. Smit, *Vice-Chairman.*
E. P. Kemp, *Secretary.*

Signed at Cape Town this 20th day of December 1943.

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* No. 2389.] [31 December 1943.

INDUSTRIAL CONCILIATION ACT, 1937.

PRINTING AND NEWSPAPER INDUSTRY.

I, Walter Bayley Madeley, Minister of Labour do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry shall be binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the employers' organizations and trade union which entered into the said Agreement and upon the employers and employees who are members of those organizations or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive) of the said Agreement shall be

16. Raadsagente.

Die uitvoerende komitee moet een of meer bepaalde persone as agente aanstel om behulpsaam te wees met die nakoming van die bepalings van hierdie Ooreenkoms. Benewens enige sodanige bepaalde persone word die amptenare van die Raad as agente beskou. Dit is die plig van werkgewers en werknemers wat lede van die werkgewersorganisasies en die vakvereniging is om sodanige agente toe te laat om sodanige navrae te doen en tyd- en loonregisters te ondersoek en om sodanige werknemers te ondervra as wat nodig mag wees om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

17. Vertolking van Ooreenkoms.

(1) Die Uitvoerende Komitee of Staande Komitee en Gesamentlike Rade is, onderworpe aan die algemene beheer en bestuur van die Raad, die liggame wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms.

(2) Die Uitvoerende Komitee en die Staande Komitee kan vir die leiding van werkgewers en werknemers beslissings gee wat nie teenstrydig met die bepalings van hierdie Ooreenkoms of enige wettige vertolking daarvan is nie.

18. Kennisgewings.

Elke werkgewer moet van die Sekretaris van die Raad die kennisgewing (plakkaat) wat deur die Raad uitgereik is en besonderhede gee van lone, werkure en werkvoorwaardes wat op sodanige inrigting van toepassing is, verkry en dit op 'n opvallende plek in sy inrigting opplak en aldus opgeplak hou.

19. Registrasie van werkgewers.

(1) Elke werkgewer wat op die datum waarop hierdie Ooreenkoms in werking tree dupliseerwerk doen, moet skriftelik aan die Sekretaris van die Gesamentlike Raad (of Staande Komitee waar geen Gesamentlike Raad bestaan nie) van sy bedryfsgebied onderstaande besonderhede van homself stuur:—

(i) Volle naam.
(ii) Besigheidsadres.
(iii) Die bedryf of bedrywe wat hy uitoefen.
(iv) Die adres waar enige installasie of toerusting gehuisves word.

(2) Die besonderhede vereis ingevolge subartikel (1) hiervan moet ook binne een maand na die besigheid begin is, verstrek word deur alle werkgewers wat dupliseerwerk begin het, na die datum waarop hierdie Ooreenkoms in werking tree.

(3) Waar die werkgewer 'n vennootskap is, moet inligting in ooreenstemming met subartikel (1) hiervan, ten opsigte van elke vennoot verstrek word. Die benaming van die vennootskap moet ook verstrek word. In geval die vennootskap ontbind word, moet die Sekretaris van die Gesamentlike Raad (of die Staande Komitee waar geen Gesamentlike Raad bestaan nie) van die gebied waar sodanige vennootskap die bedryf uitgeoefen het, binne een maand na die datum daarvan skriftelik in kennis stel van hierdie feit.

20. Algemeen.

Geen werkgewer of werknemer mag die bepalings van hierdie Ooreenkoms vernagsaam, of genoemde bepalings 'n voordeel of aanspreeklikheid vir die betrokke werkgewer of werknemer daarstel of nie. Elke bepaling, subartikel of artikel skep 'n reg of aanspreeklikheid, na gelang van die geval afgesien van die bestaan van ander bepalings. In geval enige bepaling, subartikel of artikel van hierdie Ooreenkoms nie langer in werking is nie, of buite die bevoegdheid van die partye of die Minister voor of na bekendmaking van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister ingevolge die bepalings van die Wet, raak dit die res van die Ooreenkoms wat in daardie geval die Ooreenkoms uitmaak hoegenaamd nie.

Nadat die werkgewersorganisasies en die vakvereniging die Ooreenkoms getref het wat hierin uiteengesit is, verklaar ondergetekende gemagtigde amptenare van die Raad hierby dat die voorafgaande die Ooreenkoms is wat getref is, en voeg hul handtekenings hieraan toe.

"The National Industrial Council of the Printing and Newspaper Industry of South Africa."

D. A. Sales, *Voorsitter.*
P. Smit, *Ondervoorsitter.*
E. P. Kemp, *Sekretaris.*

Onderteken in Kaapstad hede die 20ste dag van Desember 1943.

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* No. 2389.] [31 Desember 1943.

NYWERHEID-VERSOENINGSWET, 1937.

DRUK- EN NUUSBLADNYWERHEID.

Ek, Walter Bayley Madeley, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en wat betrekking het op die druk- en nuusbladnywerheid vanaf die 1ste dag van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, bindend is op die werkgewersorganisasies en vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die 1ste dag

binding from the 1st day of January, 1944, and for the period ending the 30th day of June, 1944, upon the other employers and employees engaged or employed in the said industry in the Magisterial Districts of Pretoria, Johannesburg, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Vereeniging, the Cape, Wynberg, Simonstown, Bellville, Durban, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Pretoria, Johannesburg, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Vereeniging, the Cape, Wynberg, Simonstown, Bellville, Durban, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg, and from the 1st day of January, 1944, and for the period ending the 30 day of June, 1944, the provisions contained in clauses 3 to 15 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA.

AGREEMENT COVERING WAGES AND WORKING CONDITIONS OF UNSKILLED LABOURERS

entered into in accordance with the provisions of the Industrial Conciliation Act, 1937, by and between

The Federation of Master Printers of South Africa
and the
Newspaper Press Union of South Africa
(hereinafter referred to as the "employers' organisations") of the one part; and

The South African Typographical Union
(hereinafter referred to as the "Trade Union") of the other part,

being parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

1. Scope of Application.

The terms of this Agreement shall be observed by all members of the Employers' Organisations in the Magisterial Districts of Pretoria (except in the Government Printing Works), Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Krugersdorp, Heidelberg, Nigel, Springs, Vereeniging, the Cape, Wynberg, Simonstown, Bellville, Durban, Port Elizabeth, East London, Bloemfontein, Kimberley and Pietermaritzburg.

2. Period of Operation.

This Agreement shall come into operation on the 1st January, 1944, and shall remain in force until the 31st December, 1945, subject, however, to any other period of operation determined by the Minister in terms of section *forty-eight* of the Act.

3. Definitions.

Any expressions used in this Agreement which are defined in the Act shall have the same meanings as in the Act, and any reference to an Act shall include any amendment thereof and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless *inconsistent* with the context—

"Act" means the Industrial Conciliation Act, 1937;

"agent" means a person appointed by the Council to carry out inspections on behalf of the Council;

"apprentice" means an employee who is bound by a written contract of apprenticeship registered in terms of the Apprenticeship Act, 1922, or by a written contract of apprenticeship entered into with the consent of the Standing Committee in accordance with section 9 of the Industrial Agreement;

"Council" means the National Industrial Council of the Printing and Newspaper Industry of South Africa, registered in terms of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act as constituted now or hereafter;

"Employers' Organisation" shall be deemed to include any employers' organisation presently or hereafter becoming a member of the Council;

"establishment" or "house" means any place in which the printing and newspaper industry is carried on;

"Executive Committee" means the Executive Committee appointed in accordance with the provisions of the Constitution of the Council;

"experience" means a period of employment in the industry calculated without making any adjustment in respect of any short time or overtime worked during such employment;

"house half-holiday" means Saturday afternoon, except in establishments where another afternoon in the working week (other than Sunday) is substituted therefor;

"Industry" means the printing and newspaper industry;

"Industrial Agreement" means the Agreement between the Employers' Organisations and the Trade Union governing the wages and working conditions of skilled and semi-skilled employees engaged in a technical or mechanical capacity in the industry;

van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Magistraatsdistrikte Pretoria, Johannesburg, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley en Pietermaritzburg, en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 3 tot en met 15 van genoemde Ooreenkoms vanaf die 1ste dag van Januarie 1944, en vir die tydperk wat eindig op die 30ste dag van Junie 1944, in die magistraatsdistrikte Pretoria, Johannesburg, Krugersdorp, Roodepoort, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Heidelberg, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley en Pietermaritzburg, *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

BYLAE.

„NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA."

OOREENKOMS WAT DIE LONE EN DIENSVOORWAARDES VAN ONGESKOOLDE ARBEIDERS DEK

aangegaan ingevolge die bepalings van die Nywerheidversoeningswet, 1937, deur en tussen

„The Federation of Master Printers of South Africa"
en die
„Newspaper Press Union of South Africa"
(hierin verder die „werkgewersorganisasies" genoem) aan die een kant, en

„The South African Typographical Union"
(*hierin verder die „vakvereniging" genoem*) aan die ander kant,

wat partye is by die „National Industrial Council of the Printing and Newspaper Industry of South Africa".

1. Bestek van toepassing.

Die bepalings van hierdie Ooreenkoms moet deur alle lede van die werkgewersorganisasies nagekom word in die magistraatsdistrikte Pretoria (behalwe die Staatsdrukkery), Johannesburg, Benoni, Brakpan, Boksburg, Germiston, Roodepoort, Krugersdorp, Heidelberg, Nigel, Springs, Vereeniging, die Kaap, Wynberg, Simonstad, Bellville, Durban, Port Elizabeth, Oos-Londen, Bloemfontein, Kimberley en Pietermaritzburg.

2. Termyn van toepassing.

Hierdie Ooreenkoms tree in werking op 1 Januarie 1944 en bly van krag tot 31 Desember 1945, onderworpe egter aan enige ander termyn van toepassing vasgestel deur die Minister ingevolge artikel *ag-en-veertig* van die Wet.

3. Woordbepalings.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in die Wet en by alle verwysings na 'n Wet is alle wysigings daarvan inbegrepe en tensy die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vrouens in; verder tensy in stryd met die samehang beteken—

„Wet", die Nywerheid-versoeningswet, 1937;

„agent", 'n persoon wat deur die Raad benoem is om namens die Raad inspeksie te doen;

„vakleerling", 'n werknemer wat gebonde is deur 'n skriftelike vakleerlingkontrak geregistreer ingevolge die Vakleerlingen Wet, 1922, of deur 'n skriftelike vakleerlingkontrak aangegaan met toestemming van die Staande Komitee ooreenkomstig artikel 9 van die Nywerheidsooreenkoms;

„Raad", die „National Industrial Council of the Printing and Newspaper Industry of South Africa" geregistreer ingevolge die Nywerheid Verzoenings Wet, 1924, en wat beskou word as geregistreer ingevolge die bepalings van die Wet soos nou of hierna saamgestel;

„werkgewersorganisasie", dat dit beskou word dat enige werkgewersorganisasie wat nou lid is of hierna lid word van die Raad inbegrepe is;

„inrigting" of „huis", enige plek waarin die druk- en nuusbladnywerheid uitgeoefen word;

„Uitvoerende Komitee", die Uitvoerende Komitee benoem ooreenkomstig die bepalings van die konstitusie van die Raad;

„ervaring", 'n tydperk diens in die nywerheid wat bereken is sonder om ten opsigte van enige korttyd of oortyd wat gedurende sodanige diens gewerk is, enige skikking te maak;

„halfdag-vakansie van 'n inrigting", Saterdagnamiddag behalwe in inrigtings waar dit deur 'n ander namiddag in die werkweek (behalwe Sondag) vervang word;

„Nywerheid", die Druk- en Nuusbladnywerheid;

„nywerheidsooreenkoms", die ooreenkoms tussen die werkgewersorganisasie en die vakvereniging wat die lone en diensvoorwaardes van geskoolde en halfgeskoolde werknemers wat in 'n tegniese of meganiese hoedanigheid in die nywerheid in diens is, beheer;

"Joint Board" means a Joint Board established in terms of the Constitution of the Council;

"night work" means work performed by a regular shift, any portion of which falls within the hours of 6 o'clock p.m. on one day and 7 o'clock a.m. on the next. This shall not apply, however, in respect of evening newspaper establishments in connection with the production of late Saturday evening and Sunday newspapers;

"Printing and Newspaper Industry" includes, *inter alia*, the following trades (together with the occupations and operations incidental thereto) whether or not the said trades, occupations and/or operations are carried on separately or collectively or in conjunction with printing or apart from printing:—Composing, Proof-reading, Stereotyping and Electro-typing, Typecasting, Rubber-stamp Making, Process Engraving, Photogravure, Letterpress Machine Minding, Lithography, Engraving and Die Stamping, Bookbinding, Ruling, Cutting, Printers' Warehousing, Envelope Making, Paper-bag Making, Cardboard Box Making, Printers' Engineering, Stationery Manufacturing, Silk Screen Process Printing, Duplicating, and the manufacture of Corrugated Cardboard, Corrugated Containers, Egg-box Fillers, Milk-bottle Discs, Cardboard Milk Bottles (waxed or unwaxed), Tubular Cardboard Containers or any other shaped Fibrous Containers (with or without metal parts), Toilet Rolls, and Gummed Paper, the repairing of cardboard boxes and the printing on gummed paper, tape, gummed tape, tin, cloth, hessian or other materials;

"Secretary" means the Secretary of the Council;

"short-time" means the time actually worked by an employee in an establishment when such time has been reduced to less than the usual working hours in that establishment;

"Standing Committee" means the Standing Committee appointed in accordance with the provisions of the Constitution of the Council;

"task work" means work which requires completion by an employee of a definite amount of work in a specified time;

"unskilled labourer" shall mean an employee (other than a skilled or semi-skilled employee defined in the Industrial Agreement and employed in a technical or mechanical capacity) who is engaged exclusively in one or more of the following operations:—

(*a*) Cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;

(*b*) loading or unloading vehicles;

(*c*) carrying, moving, stacking or unpacking goods, including occasionally operating a goods lift;

(*d*) opening or closing boxes, bales or drums or other packages;

(*e*) making or maintaining fires or removing refuse or ashes;

(*f*) delivering letters, messages or goods on foot or by means of a bicycle, tricycle or manually-propelled vehicle;

(*g*) assisting on delivery vans or vehicles;

(*h*) branding, marking, stencilling or affixing ready addressed labels to boxes, bales, drums or other packages;

(*i*) cooking rations for natives, making tea or similar beverages;

(*j*) hoisting reels of paper into position on rotary printing machines and placing brakes on brake wheels;

(*k*) carrying ink and pouring same into ink ducts of rotary printing machines (but not regulating the supply of ink);

(*l*) lifting or dropping rollers on printing machines (but not setting same);

(*m*) oiling and greasing machines;

(*n*) backing or slacking out sheets on rotary printing machines and pulling same to former, under constant supervision of a journeyman or an apprentice;

(*o*) changing reels of paper and pasting up on rotary printing machines;

(*p*) rewinding pieces into reels for rotary printing machines (under constant supervision of a journeyman or apprentice);

(*q*) cutting up old rollers and roller composition (but not casting of rollers);

(*r*) stripping waste off reels;

(*s*) carrying stereo plates to rotary printing machines (but not fixing into position nor locking same);

(*t*) melting stereotype or typesetting machine metal and moulding same into ingots;

(*u*) baling waste paper;

"working week" means the customary pay-week of an establishment.

4. WAGES.

(1) No employer shall pay to an unskilled labourer of the age of 18 years or over, and no such employee shall accept, wages at rates lower than the following, except as provided in section 13 of this Agreement:—

During the first year of experience, 37s. 3d. per week;
During the second year of experience, 38s. 6d. per week;
After two years' experience, 39s. 9d. per week.

(2) An employer may pay to an unskilled labourer under the age of 18 years, and such an employee may accept, a wage eight shillings per week less than the wage rates specified in sub-section (1) hereof.

„Gesamentlike Raad" 'n Gesamentlike Raad saamgestel ingevolge die konstitusie van die Raad;

„nagwerk", werk wat gedurende 'n gereelde skof gedoen word, waarvan enige gedeelte tussen die ure 6 nm. op een dag en 7 vm. die volgende dag val. Dit is egter nie van toepassing ten opsigte van inrigtings waar aandblaaie gedruk word by die druk van laat Saterdagaand- en Sondagkoerante nie;

„druk- en nuusbladnywerheid", onder meer ook die volgende vakke (met inbegrip van die beroepe en werksaamhede wat daarmee verbonde is) of genoemde vakke, beroepe en/of werksaamhede afsonderlik of gesamentlik of in verband met drukwerk of afsonderlik van drukwerk uitgeoefen word of nie: Letterset, proeflees, stereotipeer, en elektrotipeer, lettergiet, maak van rubberstempels, sinkografie, fotogravure, drukpersmasjienbediening, steendruk, graveer en verhewe stempel, boekbind, linieer, papiersny, drukkerspakhuiswerk, maak van koeverte, papiersakke en kartondose, drukkersingenieurswerk, vervaardiging van skryfbehoeftes, syskerm-prosesdrukwerk, duplisering en die vervaardiging van gegolfde karton, houers van gegolfde karton, eierkisstrokies, melkbottelskyfies, melkbottels van karton (met was bestryk of nie), buisvormige kartonhouers of enige ander vorm veselhouer (met of sonder metaalonderdele), rolle toiletpapier, gompapier en die herstel van kartondose, drukwerk op gompapier, band, gomband, blik, weefstof, sakmateriaal of ander stowwe;

„Sekretaris", die Sekretaris van die Raad;

„korttyd", die tyd werklik gewerk deur 'n werknemer in 'n inrigting as sodanige tyd verminder is tot minder as die gewone werkure in daardie inrigting;

„Staande Komitee", die Staande Komitee aangestel ooreenkomstig die bepalings van die konstitusie van die Raad;

„taakwerk", werk waarvan 'n vasgestelde hoeveelheid binne 'n bepaalde tyd voltooi moet word;

„ongeskoolde arbeider", 'n werknemer (behalwe 'n geskoolde of halfgeskoolde werknemer bepaal in die nywerheidsooreenkoms en in diens in 'n tegniese of meganiese hoedanigheid) wat uitsluitlik by een of meer van onderstaande werksaamhede werksaam is:—

(*a*) persele, voertuie, diere, werktuie, masjinerie, implemente, gereedskap of ander artikels skoonmaak;

(*b*) voertuie laai of aflaai;

(*c*) goedere dra, verskuif, opstapel of uitpak, asook by geleentheid 'n goederehyser bedien;

(*d*) kiste, bale of kanne of ander pakke oop- of toemaak;

(*e*) vuurmaak of vure aan die brand hou of vuilgoed of as verwyder;

(*f*) briewe, boodskappe of goedere te voet of deur middel van 'n fiets, driewiel of handvoertuig aflewer;

(*g*) op bestelwaens of voertuie behulpsaam wees;

(*h*) kiste, bale, kanne of ander pakke stempel, merk, sjabloneer of van klaargeadresseerde etikette voorsien;

(*i*) rantsoene vir naturelle kook, tee of soortgelyke dranke maak;

(*j*) rolle papier in posisie hys op rotasiedrukmasjiene en remme op remwiele plaas;

(*k*) ink dra en dit in inkbuise van rotasiedrukmasjiene gooi (maar nie die inktoevoer reguleer nie);

(*l*) rollers op drukmasjiene oplig of laat sak (maar hulle nie stel nie);

(*m*) masjiene olie en ghries;

(*n*) blaaie op rotasiedrukmasjiene vashef of regtrek en hulle na eersgenoemde trek onder voortdurende toesig van 'n vakman of 'n vakleerling;

(*o*) rolle papier vernuwe en op rotasiedrukmasjiene vaslym;

(*p*) stukke weer in rolle oprol vir rotasiedrukmasjiene (onder voortdurende toesig van 'n vakman of vakleerling);

(*q*) ou rollers en rollersetwerk opsny (maar nie rollers afgooi nie);

(*r*) afval van rolle afstroop;

(*s*) stereoplate na rotasiedrukmasjiene dra (maar dit nie in posisie plaas en sluit nie);

(*t*) stereotipeer- of lettersetmasjienmetaal smelt en dit in stawe giet;

(*u*) afvalpapier baal;

„werkweek", die gebruiklike betaalweek van 'n inrigting.

4. LONE.

(1) Geen werkgewer mag lone teen laer skale as onderstaande betaal en geen ongeskoolde arbeider van 18 jaar of ouer mag dit ontvang nie, behalwe soos bepaal in artikel 13 van hierdie Ooreenkoms:—

Gedurende die eerste jaar ervaring: 37s. 3d. per week;
gedurende die tweede jaar ervaring: 38s. 6d. per week;
na twee jaar ervaring: 39s. 9d. per week.

(2) 'n Werkgewer kan 'n loon van ag sjielings per week minder as die loonskale bepaal in subartikel (1) hiervan betaal en 'n ongeskoolde arbeider onder 18 jaar oud kan dit aanneem.

(3) The wage rates specified in sub-sections (1) and (2) hereof shall be taken as the correct rates in relation to the cost of living while the retail price index for food, fuel, light, rent and sundries (quarterly average for the nine principal centres of the Union, taking the 1938 average as 1000) remains between 1238 and 1258.

Should the monthly index numbers for any calendar quarter average more than 1258, an increase of wages shall become effective as from the first day of the second month following the close of the quarter on which the calculation is based, and for each succeeding rise of 20 points in the retail price index, taken on quarterly averages, a further increase of wages shall become effective in like manner. The amount of the wage increases shall be:—

(*a*) on minimum wage rates up to thirty shillings per week, one shilling per week;

(*b*) on minimum wage rates exceeding thirty shillings per week and up to forty shillings per week, one shilling and three pence per week;

(*c*) on minimum wage rates exceeding forty shillings per week, one shilling and sixpence per week.

Should the quarterly average of index numbers show a decline, below the quarterly average which justified an increase, a reduction of wages shall become effective in like manner but not below the wages specified in sub-section (1) hereof or £2 per week if the minimum rates have exceeded or reached that amount.

(4) The procedure for determining the adjustments of wages which may, from time to time, be necessary shall be as defined in section *four* of the Industrial Agreement.

(5) *Casual Labourers.*—The minimum rate at which remuneration shall be paid by an employer to a casual labourer, for each day of employment, shall be one-fifth of the weekly remuneration prescribed for an unskilled adult labourer in his first year of employment, and for a less period than one day at the rate of 9d. per hour.

(6) Four weeks' continuous work with one employer shall constitute regular employment, after which one week's notice on either side shall be required to terminate employment.

(7) For the purpose of ascertaining the hourly rate of wages of an employee, the weekly wages paid, being not less than the minimum wages provided for in this Agreement, shall be divided by the number of hours specified in section 7 (1), and for the purpose of ascertaining the daily wage, such hourly rate shall be multiplied by the number of hours normally worked during the day affected.

5. Task Work.

The giving out by employers and the performance by employees of task work is prohibited.

6. Payment of Earnings.

(1) Wages and payment for overtime shall be paid weekly in full at the rates prescribed, but not later than noon on the Saturday following the close of the working week of the establishment concerned. Where the working week closes on a Saturday, payment shall be made by noon on that day. Casual employees whose engagement terminates before the customary pay-day shall be paid their earnings immediately at the termination of their engagement.

(2) No deduction or set-off of any description other than the following shall be made or allowed from the amount due to an employee:—

(*a*) Where an employee is absent from work on days other than paid holidays provided under section 10 of this Agreement, a pro rata amount for the period of such absence.

(*b*) With the consent of the employee, deductions for holiday, sick, insurance, or pension funds, or contributions to a Trade Union.

(*c*) Any amount paid by an employer compelled by legal process to make payment on behalf of an employee.

(*d*) When an employee has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

For board, per week	3 shillings
For lodging, per week	2 shillings
For board and lodging, per week	5 shillings

7. Hours of Work.

(1) The ordinary hours of work of employees covered by this Agreement shall be 46 per week and the wages specified in section 4 of this Agreement shall be deemed to be the minimum payment for such hours of work, any excess thereof to be paid for in accordance with the provisions of section 8 of this Agreement.

(2) An employer shall arrange the weekly working hours of employees in his establishment so as to provide for an afternoon off (excluding Sunday) provided that in the case of afternoon newspaper establishments, when an afternoon off per week cannot be provided, equivalent time off, or one whole day per fortnight, may be substituted for one afternoon off per week, and provided further, that the normal working hours, excluding meal times on any one day shall not exceed 8½ except in establishments where the normal week's work is completed in five days, in which case the normal day's work shall not exceed 9½ hours.

(3) Die loonskale bepaal in subartikels (1) en (2) hiervan moet as die juiste loonskale beskou word met betrekking tot die lewenskoste terwyl die kleinhandel-prysindeks vir voedsel, brandstof, ligte, huishuur en diverse (driemaandelikse gemiddelde vir die nege vernaamste sentrums van die Unie as die gemiddelde vir 1938 as 1000 geneem word) tussen 1238 en 1258 bly.

As die maandelikse indeksnommers vir enige kalenderkwartaal gemiddelde meer as 1258 beloop, word 'n loonverhoging van krag met ingang van die eerste dag van die tweede maand wat volg op die einde van die kwartaal waarop die berekening gebaseer is en vir elke daaropvolgende styging van 20 punte in die kleinhandel-prysindeks, gemeem op driemaandelikse gemiddeldes, word 'n verdere verhoging van lone op soortgelyke wyse van krag. Die bedrag van die loonverhogings is—

(*a*) op minimum loonskale tot 30 sjielings per week, een sjieling per week;

(*b*) op minimum loonskale bo 30 sjielings per week en tot 40 sjielings per week, een sjieling en drie pennies per week;

(*c*) op minimum loonskale bo 40 sjielings per week, een sjieling en ses pennies per week.

As die driemaandelikse gemiddelde indeksnommers 'n afname toon tot benede die driemaandelikse gemiddelde wat 'n verhoging geregverdig het, word 'n loonvermindering van krag op soortgelyke wyse maar nie tot benede die lone bepaal in subartikel (1) hiervan nie, of £2 per week as die minimum lone daardie bedrag oorskry of bereik het.

(4) Die prosedure by die vasstelling van die loonskikkings wat van tyd tot tyd nodig mag wees, is soos bepaal in artikel 4 van die Nywerheidsooreenkoms.

(5) *Los arbeiders.*—Die minimum skaal waarteen besoldiging deur 'n werkgewer aan 'n los arbeider vir elke dag diens betaal moet word, is een-vyfde van die weeklikse besoldiging voorgeskryf vir 'n ongeskoolde volwasse arbeider in sy eerste jaar diens en vir 'n korter tydperk as een dag teen 9d. per uur.

(6) Vier weke onafgebroke werk by een werkgewer maak gereelde diens uit, waarna een week diensopsegging aan albei kante nodig is om diens te beëindig.

(7) Ten einde die uurloon van 'n werknemer vas te stel, moet die weeklikse lone wat betaal word wat minstens die minimum lone bepaal in hierdie Ooreenkoms is, deur die aantal ure bepaal in artikel 7 (1) gedeel word en ten einde die daelikse loon vas te stel, moet sodanige uurloon met die getal ure wat gewoonlik gedurende die betrokke dag gewerk word, vermenigvuldig word.

5. Taakwerk.

Werkgewers word verbied om taakwerk uit te gee en werknemers word verbied om dit te verrig.

6. Betaling van verdienste.

(1) Lone en betaling vir oortyd moet weekliks teen die voorgeskrewe skale maar nie later nie as 12 uur middag op Saterdag wat volg op die einde van die werkweek van die betrokke inrigting ten volle betaal word. As die werkweek op Saterdag eindig, moet betaling teen 12 uur middag op daardie dag gedoen wees. Los werknemers wie se diens eindig voor die gebruiklike betaaldag moet hul verdienstes onmiddellik by beëindiging van hul diens betaal word.

(2) Geen korting van enige aard behalwe onderstaande mag gemaak of toegelaat word van die bedrag wat aan 'n werknemer verskuldig is nie:—

(*a*) As 'n werknemer van sy werk afwesig is op dae behalwe betaalde vakansiedae bepaal by artikel 10 van hierdie Ooreenkoms, 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid.

(*b*) Met toestemming van die werknemer, kortings vir vakansie-, siekte-, versekerings- of pensioenfondse of bydraes aan 'n vakvereniging.

(*c*) Enige bedrag betaal deur 'n werkgewer as hy deur 'n regsgeding verplig word om namens 'n werknemer betaling te doen.

(*d*) As 'n werknemer ingestem het om kos en/of inwoning van sy werkgewer aan te neem, 'n korting van hoogstens die bedrae wat hieronder aangegee word:—

Kos, per week	3 sjielings.
Inwoning, per week	2 sjielings.
Kos en inwoning, per week	5 sjielings.

7. Werkure.

(1) Die gewone werkure van werknemers gedek deur hierdie Ooreenkoms is 46 per week en die lone bepaal in artikel 4 van hierdie Ooreenkoms word beskou as die minimum betaling vir sodanige werkure; vir enige tyd daarbenewens moet ooreenkomstig die bepalings van artikel 8 van hierdie Ooreenkoms betaal word.

(2) 'n Werkgewer moet die weeklikse werkure van werknemers in sy inrigting so reël dat voorsiening gemaak word vir 'n namiddag van diens af (behalwe Sondag), met dien verstande dat in die geval van inrigtings vir middagkoerante, as nie vir 'n namiddag van diens af per week voorsiening gemaak kan word nie, ekwiwalente tyd van diens af of een hele dag elke veertien dae die plek van een namiddag sonder diens kan neem, en verder met dien verstande dat die gewone werkure, met uitsondering van etenstye op enige afsonderlike dag hoogstens 8½ kan wees behalwe in inrigtings waar die gewone week se werk binne vyf dae voltooi word en in laasgenoemde geval mag die gewone dag se werk nie meer as 9½ uur wees nie.

(3) An employer shall arrange the working hours on all days on which the working time exceeds five hours so as to allow for a break of at least one hour after five hours' continuous work, provided that for this purpose work interrupted by breaks of less than one hour shall be deemed to be continuous.

(4) Employees in an establishment engaged on the production of a morning newspaper may be required to work on Sunday evenings as part of their regular shift.

(5) Employees on maintenance whose duties require that they should work on Sundays, may be authorised by an exemption certificate issued by the local Joint Board, or by the Standing Committee where no Joint Board exists, to work on Sundays at normal rates of pay, for a number of hours to be stipulated in such exemption certificate; and any hours worked on Sunday in excess of the hours so stipulated shall be treated as falling within the terms of section 8 of this Agreement.

(6) An employer who requires any of his regular employees to work short time shall give such employees at least twelve hours notice thereof. An employer shall pay to any employee working short time not less than twenty-four hours' wages in any working week.

(7) Employers and employees shall not permit less than eight hours to elapse between the finishing of one day's or night's work and the commencing of another by the same employee. This shall not prohibit work in a special emergency.

8. Overtime.

(1) Subject to the restrictions on overtime imposed by sub-section (2) hereof, all hours in excess of the hours prescribed in sub-section (1) of section 7 of this Agreement shall be regarded as overtime, and, subject to the provisions hereinafter stated, employers shall pay for overtime at rates herein prescribed and employees shall not accept less than such rates:—

(*a*) An employer shall pay an employee employed by him remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of all overtime worked by such employee.

(*b*) Save in respect of night workers in an establishment producing a morning newspaper, and in respect of maintenance labourers exempted to work on Sunday, and subject to paragraph (*c*) hereof, an employer shall pay an employee who works on a Sunday remuneration at the following rates, either—

(i) double the remuneration payable in respect of the period ordinarily worked by him on a week day; or

(ii) one and one-third times his ordinary rate for the total period worked on such Sunday, and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(*c*) In cases where work is performed by the regular staff of employees on Saturdays or Sundays in connection with the production of late Saturday evening and Sunday newspapers, the overtime rate payable to the labourers concerned shall be as stated in paragraph (*a*) hereof.

(*d*) For the purpose of this section each week shall stand on its own, provided that time lost through illness or at the request or by permission of the employer shall not be required to be made up before overtime is calculated.

(*e*) For the purpose of this section, overtime rates shall be calculated in terms of section 4 (7) of this Agreement and shall be increased in the proportion specified.

(2) An employer shall not require or permit an employee to work overtime for a total period exceeding, in any one week—

(*a*) ten hours; or

(*b*) a number of hours (which may exceed ten) fixed by the local Joint Board, or the Standing Committee where no Joint Board exists, by notice in writing to the employer, specifying the employee, or class of employee in respect of whom the notice is applicable, and the period for which the conditions under which it shall be valid.

9. Minors.

Minors employed solely as unskilled labourers are not subject to the provisions of the Apprenticeship Act, 1922.

10. Holidays.

(1) Every employer shall grant to every employee employed by him in terms of this Agreement, in respect of each period of twelve months' employment by him, and not later than two months after the termination of the said period [except as provided in sub-sections (8) and (9) of this section], leave of absence on full pay of not less than two consecutive weeks and one day; provided that—

(*a*) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is undergoing peace training under the South Africa Defence Act, 1912, and

(*b*) if any public holiday referred to in sub-section (10) hereof falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

(3) 'n Werkgewer moet die werkure op alle dae waarop die werktyd meer as vyf uur is so reël dat 'n tussenpose van minstens een uur na vyf uur aaneenlopende werk voorsien is, met dien verstande dat werk wat deur tussenposes van minder as een uur onderbreek word vir hierdie doel as aaneenlopend beskou word.

(4) Van werknemers in 'n inrigting waar 'n môre-koerant gedruk word, kan vereis word om as deel van hul gereelde skof op Sondagaande te werk.

(5) Werknemers wat instandhouwerk verrig en wie se werksaamhede vereis dat hulle op Sondae werk, kan hy 'n vrystellingsertifikaat uitgereik deur die plaaslike Gesamentlike Raad of deur die Staande Komitee waar geen Gesamentlike Raad bestaan nie, gemagtig word om op Sondae te werk teen gewone loonskale vir 'n aantal uur wat in sodanige vrystellingsertifikaat bepaal word; en alle ure gewerk op Sondag benewens die ure aldus bepaal, word behandel asof dit binne die bepalings van artikel 8 van hierdie Ooreenkoms val.

(6) 'n Werkgewer wat van enige van sy gereelde werknemers vereis om korttyd te werk, moet sodanige werknemers minstens twaalf uur kennis daarvan gee. 'n Werkgewer moet aan enige werknemer wat korttyd werk minstens vier-en-twintig uur se loon in enige werkweek betaal.

(7) Werkgewers en werknemers mag nie toelaat dat minder as ag uur verloop tussen die beëindiging van een dag of nag se werk en die begin van 'n ander deur dieselfde werknemer nie. Dit verbied nie werk in spesiale omstandighede van nood nie.

8. Oortyd.

(1) Onderworpe aan die oortydbeperkings opgelê by subartikel (2) hiervan, word alle ure benewens die ure voorgeskryf in subartikel (1) van artikel 7 van hierdie Ooreenkoms as oortyd beskou en, onderworpe aan die bepalings wat hierna aangegee word, moet werkgewers vir oortyd betaal teen lone wat hierin voorgeskryf word en werknemers mag nie minder as sodanige skale aanneem nie:—

(*a*) 'n Werkgewer moet 'n werknemer in diens by hom besoldiging betaal teen 'n skaal van minstens een-en-eenderdemaal sy gewone skaal van besoldiging ten opsigte van alle oortyd wat deur sodanige werknemer gewerk word.

(*b*) Behalwe ten opsigte van nagwerkers in 'n inrigting wat 'n môrekoerant druk en ten opsigte van instandhouarbeiders wat vrygestel is om Sondag te werk en onderworpe aan paragraaf (*c*) hiervan, moet 'n werkgewer 'n werknemer wat op Sondag werk, besoldiging teen onderstaande skale betaal, òf—

(i) tweemaal die besoldiging betaalbaar ten opsigte van die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word; òf

(ii) een-en-een-derdemaal sy gewone loon vir die totale tydperk wat op sodanige Sondag gewerk is en hom binne sewe dae na sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone loon asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(*c*) In gevalle waar werk deur die gereëlde personeel werknemers op Saterdae of Sondae gedoen word in verband met die druk van laat Saterdagaand- en Sondagkoerante moet die oortyd betaalbaar aan die betrokke arbeiders soos verklaar in paragraaf (*a*) hiervan wees.

(*d*) Vir die toepassing van hierdie artikel staan elke week afsonderlik, met dien verstande dat tyd wat deur siekte verloor is of op versoek of met toestemming van die werkgewer nie opgemaak moet word voor oortyd bereken word nie.

(*e*) Vir die toepassing van hierdie artikel moet oortydskale bereken word ingevolge artikel 4 (7) van hierdie Ooreenkoms en moet volgens die bepaalde verhouding verhoog word.

(2) 'n Werkgewer mag nie van 'n werknemer vereis of hom toelaat om in enige afsonderlike week oortyd vir meer as onderstaande totale tydperke te werk nie:—

(*a*) Tien uur; of

(*b*) 'n aantal uur (wat meer as tien kan wees) vasgestel deur die plaaslike Gesamentlike Raad of die Staande Komitee waar geen Gesamentlike Raad bestaan nie, per skriftelike kennisgewing aan die werkgewer, waarin die werknemer of kategorie werknemer ten opsigte van wie die kennisgewing van toepassing is, aangegee word, asook die tydperk waarvoor en die voorwaardes waarop dit geldig is.

9. Minderjariges.

Minderjariges slegs in diens as ongeskoolde arbeiders is nie onderworpe aan die bepalings van die Vakleerlingen Wet, 1922, nie.

10. Vakansie.

(1) Elke werkgewer moet aan elke werknemer in diens by hom ingevolge hierdie Ooreenkoms, ten opsigte van elke twaalf maande diens by hom en nie later as twee maande na die beëindiging van genoemde tydperk nie [behalwe soos bepaal in subartikels (8) en (9) van hierdie artikel], afwesigheidsverlof met volle betaling toestaan van minstens twee opeenvolgende weke en een dag; met dien verstande dat—

(*a*) sodanige verloftydperk nie mag saamval met enige tydperk wat die werknemer diensopsegging gegee of ontvang het nie, of ingevolge die Suid-Afrika Verdedigings Wet, 1912, vredestydopleiding ondergaan nie, en

(*b*) as enige openbare vakansiedag genoem in subartikel (10) hiervan binne sodanige verloftydperk val, sodanige vakansiedag by genoemde tydperk as 'n verdere tydperk afwesigheidsverlof met volle betaling gevoeg moet word.

(2) The employer shall pay to an employee to whom leave is granted under sub-section (1) hereof, his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(3) Upon termination of employment, the employer shall pay to an employee—

(*a*) his full pay in respect of any period of leave which has accrued to him but was not granted before the date of termination of employment; and

(*b*) two-elevenths of a week's pay in respect of each completed month of employment with the employer after the date on which he last became entitled to leave in terms of sub-section (1) hereof, or in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment.

(4) Any period during which an employee—

(*a*) is on leave in terms of sub-section (1) hereof; or

(*b*) undergoes peace training under the South Africa Defence Act, 1912; or

(*c*) is absent from work on the instructions or at the request of the employer; or

(*d*) is absent from work owing to illness, shall be deemed to be in employment for the purposes of sub-sections (1) and (3) hereof; provided that—

(i) the provisions of paragraph (*d*) shall not apply in respect of any period of absence owing to illness of more than three consecutive days, if the employee, not being an employee referred to in sub-paragraph (ii) fails, after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days;

(ii) an employee whose employer is required in terms of any regulation under the Native Labour Regulation Act, 1911 (Act No. 15 of 1911), to provide for the care and treatment of such employee when sick or injured, shall not be required to submit a certificate by a medical practitioner in respect of any period of absence referred to in sub-paragraph (i).

(5) Any amount paid to an employee in terms of sub-section (2) or sub-section (3) hereof, shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date on which the leave became due or his employment terminated, as the case may be.

(6) In this section the expression "employer" includes—

(*a*) in the case of death of an employer, the executor of his estate, or his heir or legatee; and

(*b*) in the case of the insolvency of an employer or the liquidation of his estate, or the transfer or sale of his business, the trustee or liquidator or the new owner of the business,

if such executor, heir, legatee, trustee, liquidator or new owner continues to employ that employee.

(7) For the purpose of this section employment shall be deemed to commence from—

(*a*) the date on which the employee entered the employer's service; or

(*b*) the first day of September, 1941.

(8) In the Municipal Area of Cape Town an employer may arrange for his employees to take their annual leave in the form of one week between Christmas and New Year and the balance in ordinary or statutory holidays to make up the full number of days leave of absence provided in sub-section (1) hereof.

(9) Subject to the provisions of sub-section (8) hereof the Standing Committee may on the recommendation of a Joint Board, issue an exemption certificate authorising the accumulation of the holiday leave due to an employee in terms of sub-section (1) hereof; provided that in the event of such accumulation of such leave the money due to the employee for each twelve months' leave shall be deposited by the employer with an officer of the Council, to be designated in the exemption certificate, to be held in trust for such employee until he takes the holiday leave due to him, when it shall be paid to him prior to his proceeding on leave.

(10) (*a*) If an employee does not work on New Year's Day, Good Friday or Christmas Day, his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(*b*) Whenever an employee works on New Year's Day, Good Friday or Christmas Day his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(*c*) For the purpose of this sub-section an employee means one who was in the employ of the employer prior to, and during the working week in which the holiday falls.

11. Time and Wages Registers.

Attention is drawn to section *fifty-seven* of the Act which requires every employer upon whom any Agreement has been made binding in terms of the Act, to keep, in the form

(2) Die werkgewer moet aan 'n werknemer aan wie ingevolge subartikel (1) hiervan verlof toegestaan is, sy betaling ten opsigte van die verloftydperk voor of op die laaste werkdag voor die aanvang van genoemde tydperk betaal.

(3) By beëindiging van diens moet die werkgewer aan 'n werknemer onderstaande betaal—

(*a*) sy volle betaling ten opsigte van enige verloftydperk waarop hy geregtig is, maar wat nie voor die datum van diensbeëindiging toegestaan is nie; en

(*b*) twee-elfdes van 'n week se betaling ten opsigte van elke volle maand diens by die werkgewer na die datum waarop hy laas ingevolge subartikel (1) hiervan op verlof geregtig was, of in die geval van 'n werknemer wat vir minder as twaalf maande in diens was na die aanvangsdatum van sy diens.

(4) Enige tydperk wat 'n werknemer—

(*a*) ingevolge subartikel (1) hiervan met verlof is; of

(*b*) ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredestydopleiding ondergaan; of

(*c*) volgens opdrag of op versoek van die werkgewer van sy werk afwesig is; of

(*d*) weens siekte van sy werk afwesig is,

word dit beskou dat hy vir doeleindes van subartikels (1) en (3) hiervan in diens is, met dien verstande dat—

(i) die bepalings van paragraaf (d) nie van toepassing is ten opsigte van enige afwesigheidstydperk weens siekte, van meer as drie opeenvolgende dae, as die werknemer, waar hy nie 'n werknemer genoem in paragraaf (ii) is nie, nadat hy deur die werkgewer om so 'n sertifikaat versoek is, versuim om aan die werkgewer 'n doktersertifikaat voor te lê dat hy deur siekte verhoed is om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale afwesigheidstydperk gedurende enige twaalf maande diens wat meer as dertig dae is nie;

(ii) van 'n werknemer van wie se werkgewer ingevolge enige regulasie van die Naturellearbeid Regelings Wet, 1911 (Wet No. 15 van 1911), vereis word om voorsiening te maak vir die versorging en behandeling van sodanige werknemer as hy siek of beseerd is, nie 'n doktersertifikaat ten opsigte van enige afwesigheidstydperk genoem in subparagraaf (i) vereis word nie.

(5) Enige bedrag betaal aan 'n werknemer ingevolge subartikel (2) of subartikel (3) hiervan, moet bereken word teen die skaal van besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verlof verskuldig was of sy diens beëindig is, na gelang van die geval.

(6) In hierdie artikel is by die uitdrukking „werkgewer" inbegrepe—

(*a*) in die geval van die afsterwe van 'n werkgewer, die eksekuteur van sy boedel, of sy erfgenaam of legataris, en

(*b*) in die geval van die bankrotskap van 'n werkgewer of die likwidasie van sy boedel, of die oorplasing of verkoop van sy besigheid, die trustee of likwidator of die nuwe eienaar van die besigheid,

as sodanige eksekuteur, erfgenaam, legataris, trustee, likwidator of nuwe eienaar voortgaan om daardie werknemer in diens te hou.

(7) Vir die toepassing van hierdie artikel word dit beskou dat diens begin van—

(*a*) die datum waarop die werknemer by die werkgewer in diens getree het; of

(*b*) die eerste dag van September 1941.

(8) In die munisipale gebied Kaapstad kan 'n werkgewer reël dat sy werknemers hul jaarlikse verlof neem as een week tussen Kersfees en Nuwejaar en die res in gewone en wetlike vakansiedae om die volle getal dae afwesigheidsverlof bepaal in subartikel (1) hiervan vol te maak.

(9) Onderworpe aan die bepalings van subartikel (8) hiervan kan die Staande Komitee op aanbeveling van 'n Gesamentlike Raad 'n vrystellingsertifikaat uitreik wat die oploping van die vakansieverlof verskuldig aan 'n werknemer ingevolge subartikel (1) hiervan magtig; met dien verstande dat in die geval van sodanige oploping van sodanige verlof die geld verskuldig aan die werknemer vir elke twaalf maande verlof deur die werkgewer by 'n amptenaar van die Raad wat in die vrystellingsertifikaat aangewys word, gedeponeer moet word om vir sodanige werknemer in trust gehou te word tot hy die vakansieverlof verskuldig aan hom neem, wanneer dit aan hom uitbetaal moet word voordat hy met verlof gaan.

(10) (*a*) As 'n werknemer nie op Nuwejaarsdag, Goeie-Vrydag of Kersdag werk nie, moet sy werkgewer hom ten opsigte van sodanige dag teen minstens sy gewone skaal van besoldiging betaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

(*b*) As 'n werknemer op Nuwejaarsdag, Goeie-Vrydag of Kersdag werk, moet sy werkgewer hom besoldiging betaal teen minstens sy gewone skaal van besoldiging ten opsigte van die totale tydperk gewerk op sodanige dag benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewerk het nie.

(*c*) Vir die toepassing van hierdie subartikel beteken 'n werknemer iemand wat in diens van die werkgewer was voor en gedurende die werkweek waarin die vakansiedag val.

11. Tyd- en loonstate.

Die aandag word gevestig op artikel *sewe-en-vyftig* van die Wet wat van elke werkgewer op wie enige Ooreenkoms ingevolge die Wet bindend gemaak is, vereis om in die vorm voorgeskryf by regulasie ten opsigte van alle persone in

prescribed by regulation, in respect of all persons employed by him, records of remuneration paid, time worked, and such other particulars as are prescribed by regulation.

12. Certificates of Employment.

An employer shall issue a certificate of employment free of charge to any employee who leaves his employment, showing the name of the employee in full, address, occupation and rate of wages paid, together with the dates of his entering and leaving the service of the employer and the reason for the termination of employment.

13. Exemptions.

(1) Any employee who, through old age or infirmity is unable to do the work normally performed by an able-bodied employee, may be employed at such wages and under such conditions as may be approved in writing by the Standing Committee. Provisional certificates or licences of exemption in such cases may be issued by Joint Boards, and shall operate until confirmed or otherwise by the Standing Committee.

(2) Special exemption from the terms of this Agreement may, in respect of any employee, be granted in writing by the Standing Committee, which shall in deciding upon the period and conditions for which the exemption shall be applicable, give consideration to the recommendation of the Joint Board in the area concerned.

14. Contributions.

(1) Every employer shall contribute 2d. (twopence) per week to the General Fund of the Council in respect of each employee employed by him in terms of this Agreement.

(2) Contributions shall be paid monthly to the Secretary of the Council at his address not later than thirty days after accrual.

15. General.

No employer or employee may waive the provisions of this Agreement, whether or not the said provisions create a benefit or obligation upon the employer or employee concerned. Each provision, sub-section or section shall create a right or obligation, as the case may be, independently of the existence of other provisions. In the event of any provision, sub-section or section of this Agreement becoming inoperative or *ultra vires* the powers of the parties or the Minister, either before or after publication of this Agreement in the *Government Gazette* by the Minister under the provisions of the Act, this shall in no way affect the remainder of the agreement, which shall in that event constitute the Agreement.

The Employers' Organisations and the Trade Union having arrived at the Agreement set forth herein, the undersigned authorised Officers of the Council hereby declare that the aforegoing is the Agreement arrived at and affix their signatures hereto.

The National Industrial Council of the Printing and Newspaper Industry of South Africa—

D. A. SALES, *Chairman.*
P. SMIT, *Vice-Chairman.*
E. P. KEMP, *Secretary.*

Signed at Cape Town this 20th day of December, 1943.

✱ No. 2390.] [31 December 1943.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

PRINTING AND NEWSPAPER INDUSTRY, UNION OF SOUTH AFRICA.

I, Walter Bayley Madeley, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the Agreement and notice relating to the Printing and Newspaper Industry published under Government Notice No. 2389 of the 31st December, 1943, to be not less favourable to the prsons whose hours of work are regulated thereby than the relative provisions of the said Act.

WALTER B. MADELEY,
Minister of Labour.

DEPARTMENT OF SOCIAL WELFARE.

✱ No. 2366.] [31 December 1943.

APPOINTMENT OF MEMBERS.—SENEKAL AND KIMBERLEY RENT BOARDS.

It is hereby notified for general information that the Minister of Social Welfare has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942), appointed the undermentioned persons

diens by hom state te hou van besoldiging wat betaal is, tyd gewerk en sodanige ander besonderhede as wat by regulasie voorgeskryf word.

12. Dienssertifikate.

'n Werkgewer moet 'n dienssertifikaat kosteloos uitreik aan enige werknemer wat sy diens verlaat, waarop aangedui word die volle naam van die werknemer, adres, beroep en loonskaal wat betaal word tesame met die datums waarop hy by die werkgewer in diens getree het en waarop hy sy diens verlaat asook die rede vir die diensbeëindiging.

13. Vrystellings.

(1) Enige werknemer wat weens hoë ouderdom of swakheid nie in staat is om die werk te doen wat gewoonweg deur 'n liggaamlik geskikte werknemer verrig word nie, kan teen sodanige lone en op sodanige voorwaardes in diens geneem word as wat skriftelik deur die Staande Komitee goedgekeur mag word. Voorlopige vrystellingsertifikate kan in sodanige gevalle deur Gesamentlike Rade uitgereik word en bly in werking tot dit deur die Gesamentlike Rade goedgekeur word of andersins.

(2) Spesiale vrystelling van die bepalings van hierdie Ooreenkoms kan ten opsigte van enige werknemer skriftelik deur die Staande Komitee verleen word wat by beslissing van die tydperk waarvoor en voorwaardes waarop vrystelling van toepassing is, oorweging moet verleen aan die aanbeveling van die Gesamentlike Raad in die betrokke gebied.

14. Bydraes.

(1) Elke werkgewer moet 2d. (twee pennies) per week tot die Algemene Fonds van die Raad bydra ten opsigte van elke werknemer wat ingevolge hierdie Ooreenkoms by hom in diens is.

(2) Bydraes moet maandeliks aan die Sekretaris van die Raad by sy adres nie later as dertig dae nadat dit verskuldig is nie, betaal word.

15. Algemeen.

Geen werkgewer of werknemer kan die bepalings van hierdie Ooreenkoms veronagsaam of genoemde bepalings 'n voordeel of aanspreeklikheid vir die betrokke werkgewer of werknemer daarstel of nie. Elke bepaling, subartikel of artikel skep 'n reg of aanspreeklikheid, na gelang van die geval, afgesien van die bestaan van ander bepalings. In geval enige bepaling, subartikel of artikel van hierdie Ooreenkoms nie langer in werking is nie, of buite die bevoegdheid van die partye of die Minister raak, voor of na bekendmaking van hierdie Ooreenkoms in die *Staatskoerant* deur die Minister ingevolge die bepalings van die Wet, raak dit die res van die Ooreenkoms wat in daardie geval die Ooreenkoms uitmaak, hoegenaamd nie.

Nadat die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit is, verklaar ondergetekende gemagtigde amptenare van die Raad hierby dat voorafgaande die Ooreenkoms is waartoe geraak is, en voeg hul handtekeninge hieraan toe.

"The National Industrial Council of the Printing and Newspaper Industry of South Africa":—

D. A. SALES, *Voorsitter*
P. SMIT, *Ondervoorsitter.*
E. P. KEMP, *Sekretaris.*

Onderteken in Kaapstad hede die 20ste dag van Desember 1943.

✱ No. 2390.] [31 Desember 1943.

WET AP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

DRUK- EN NUUSBLADNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, Walter Bayley Madeley, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Druk- en Nuusbladnywerheid bekend gemaak by Goewermentskennisgewing No. 2389 van 31 Desember 1943, nie ongunstgier vir die persone is nie wie se werksure daarby gereël word as die ooreenstemmende bepalings van genoemde Wet.

WALTER B. MADELEY,
Minister van Arbeid.

DEPARTEMENT VAN VOLKSWELSYN.

✱ No. 2366.] [31 Desember 1943.

AANSTELLING VAN LEDE.—HUURRADE, SENEKAL EN KIMBERLEY.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Volkswelsyn, ondergenoemde persone kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet

to the following Rent Boards for the periods as stipulated below:—

RENT BOARD.

Senekal.—C. J. Smit as member for the period 31st December, 1943, to 23rd April, 1945, vice C. F. Swanepoel deceased.

C. J. van Niekerk as member for the period 31st December, 1943, to 23rd April, 1945, vice P. J. C. Snyman, resigned.

Kimberley.—J. P. Smit as member for the period 31st December, 1943, to 23rd April, 1945, vice A. W. Wearn, resigned.

DEPARTMENT OF MINES.

✱ No. 2353.] [31 December 1943.

REGULATIONS FOR THE DISTRIBUTION OF CLAIMS ON THE WITRANDT ALLUVIAL DIGGING, SITUATE ON A PORTION OF THE FARM WITRANDT No. H.V. 15, DIVISION OF BARKLY WEST, MINING DISTRICT OF BARKLY WEST, PROVINCE OF THE CAPE OF GOOD HOPE.

It is hereby notified that His Excellency the Officer Administering the Government, under the powers vested in him by section *fifty-one* of the Precious Stones Act, 1927 (Act No. 44 of 1927), has been pleased to make the following regulations for the distribution of claims of the Witrandt Alluvial Digging, situate on portion of the farm Witrandt No. H.V. 15, Division of Barkly West, Mining District of Barkly West, Province of the Cape of Good Hope, as demarcated by beacons on the ground and as shown on a sketch plan, copies whereof are filed in the Office of the Mining Commissioner, Barkly West, under No. 40.

M.M. 35/30.

SCHEDULE.

REGULATIONS FOR THE DISTRIBUTION OF CLAIMS ON THE WITRANDT ALLUVIAL DIGGING, SITUATE ON A PORTION OF THE FARM WITRANDT No. H.V. 15, DIVISION OF BARKLY WEST, MINING DISTRICT OF BARKLY WEST, PROVINCE OF THE CAPE OF GOOD HOPE.

1. The Witrandt Alluvial Digging shall be open for the distribution of claims, in terms of section *fifty-one* of the Precious Stones Act, 1927 (Act No. 44 of 1927), from and after 10 a.m. on Wednesday, the 19th day of January, 1944, to persons who—

(*a*) were the holders of diggers' certificates issued prior to the 1st April, 1934, and are the holders of current diggers' certificates; and

(*b*) have carried out bona fide digging operations in person within the Mining District of Barkly West, Province of the Cape of Good Hope, for an aggregate period of six months during the twelve months immediately preceding the date of promulgation of these regulations in the *Gazette*;

or to persons who—

(*c*) were the holders of diggers' certificates issued prior to the 1st April, 1934, and are the holders of current diggers' certificates and are able to produce satisfactory proof that they have been on military service during the present war and were bona fide diggers prior to enlistment.

2. At and after 10 a.m. on Wednesday, the 19th day of January, 1944, the said ground may be pegged by persons qualified in terms of these regulations, and the decision of the Mining Commissioner whether or not any person shall be entitled to peg a claim or claims under these regulations shall be final; provided that on the day upon which the ground becomes open for distribution in terms of regulation 1 hereof, no person may peg a claim who has not obtained a licence in the manner provided in regulations 3 and 4 hereof.

3. All persons desiring to participate in the distribution of claims on the day on which the ground becomes open for distribution, shall make personal application for a claim licence at the offices of the Department of Mines, at Barkly West and Douglas, as and from 8.30 a.m. on Monday the 10th day of January, 1944, to 12 noon on Saturday the 15th day of January, 1944, or from 9 a.m. to 12 noon on Saturday the 15th day of January, 1944, at the office of the Department of Mines at Windsorton.

In making such application, each applicant shall produce—

(*a*) his digger's certificate; and

(*b*) proof to the satisfaction of the Mining Commissioner, that he is qualified to participate in terms of paragraphs (*a*) and (*b*) or paragraph (*c*) of regulation 1 hereof.

On acceptance of his application, each applicant shall pay the prescribed licence fee whereupon a numbered ticket shall be issued to him. The number appearing on such ticket shall also be inscribed upon the licence which shall be retained by the Mining Commissioner.

4. On the date on which the ground becomes open for distribution in terms of regulation 1 hereof, all licences made out in response to applications received in terms of regulation 3 hereof, shall be placed by the Mining Commissioner in a covered box or receptacle, and the said box or receptacle shall be placed in some convenient spot on the ground proclaimed, provided that if it appears more convenient, more than one box or receptacle may be used. In such a case the

No. 33 van 1942), in die volgende huurrade aangestel het vir die tydperke soos hieronder aangedui:—

HUURRAAD.

Senekal.—C. J. Smit as lid vir die tydperk 31 Desember 1943, tot 23 April 1945, in plek van C. F. Swanepoel wat oorlede is.

C. J. van Niekerk as lid vir die tydperk 31 Desember 1943, tot 23 April 1945, in plek van P. J. C. Snyman wat bedank het.

Kimberley.—J. P. Smit as lid vir die tydperk 31 Desember 1943, tot 23 April 1945, in plek van A. W. Wearn wat bedank het.

DEPARTEMENT VAN MYNWESE.

✱ No. 2353.] [31 Desember 1943.

REGULASIES VIR DIE VERDELING VAN KLEIMS OP DIE ALLUVIALE DELWERY WITRANDT, GELEË OP 'N GEDEELTE VAN DIE PLAAS WITRANDT No. H.V. 15, AFDELING BARKLY-WES, MYNDISTRIK BARKLY-WES, PROVINSIE KAAP DIE GOEIE HOOP.

Hierby word bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om kragtens die bevoegdheid hom verleen by artikel *een-en-vyftig* van die Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), die volgende regulasies uit te vaardig vir die verdeling van kleims op die Alluviale Delwery Witrandt, geleë op gedeelte van die plaas Witrandt No. H.V. 15, afdeling Barkly-Wes, myndistrik Barkly-Wes, Provinsie Kaap die Goeie Hoop, soos op die grond afgebaken en aangetoon op 'n sketskaart waarvan afdrukke in die kantoor van die Mynkommissaris, Barkly-Wes, onder No. 40 berus.

M.M. 35/30.

BYLAE.

REGULASIES VIR DIE VERDELING VAN KLEIMS OP DIE ALLUVIALE DELWERY WITRANDT, GELEË OP GEDEELTE VAN DIE PLAAS WITRANDT No. H.V. 15, AFDELING BARKLY-WES, MYNDISTRIK BARKLY-WES, PROVINSIE KAAP DIE GOEIE HOOP.

1. Die Alluviale Delwery Witrandt is vanaf 10-uur vm. op Woensdag, die 19de dag van Januarie 1944 oop vir die verdeling van kleims ooreenkomstig artikel *een-en-vyftig* van die Wet op Edelgesteentes, 1927 (Wet No. 44 van 1927), vir persone wat—

(*a*) houers was van delwersertifikate wat voor 1 April 1934 uitgereik is en houers van geldige delwersertifikate is; en

(*b*) persoonlik *bona fide* delfwerk in die myndistrik Barkly-Wes, provinsie Kaap die Goeie Hoop, verrig het vir 'n gesamentlike tydperk van ses maande gedurende die twaalf maande onmiddellik voor die datum van afkondiging van hierdie regulasies in die *Staatskoerant;*

of vir persone wat—

(*c*) houers was van delwersertifikate wat voor 1 April 1934 uitgereik is en houers van geldige delwersertifikate is en bevredigende bewys kan lewer dat hulle gedurende die huidige oorlog in militêre diens en voor hul diensneming *bona fide* delwers was.

2. Vanaf 10-uur vm. op Woensdag, die 19de dag van Januarie 1944 kan gemelde grond deur persone wat ooreenkomstig hierdie regulasies daartoe bevoeg is, afgepen word, en die beslissing van die Mynkommissaris of iemand geregtig is om 'n kleim of kleims ooreenkomstig hierdie regulasies af te pen of nie, is finaal; met dien verstande dat niemand wat nie op die dag waarop die grond ooreenkomstig regulasie 1 hiervan vir verdeling oopgestel word, 'n lisensie op die wyse by regulasies 3 en 4 hiervan bepaal, verkry het nie, 'n kleim mag afpen nie.

3. Elkeen wat begerig is om aan die verdeling van kleims deel te neem op die datum waarop die grond vir verdeling oopgestel word, moet tussen 8.30 vm. op Maandag die 10de dag van Januarie 1944, en 12-uur middag op Saterdag die 15de dag van Januarie 1944, persoonlik by die kantoor van die Departement van Mynwese op Barkly-Wes en Douglas, of tussen 9-uur vm. en 12-uur middag op Saterdag die 15de dag van Januarie 1944, by die kantoor van die Departement van Mynwese op Windsorton, om 'n kleimlisensie aansoek doen.

By aansoek moet elke applikant—

(*a*) sy delwersertifikaat toon; en

(*b*) tot bevrediging van die Mynkommissaris bewys lewer dat hy bevoeg is om ooreenkomstig paragrawe (*a*) en (*b*) of (*c*) van regulasie 1 hiervan deel te neem.

As sy aansoek goedgekeur word, moet die applikant die voorgeskrewe lisensiegeld betaal, waarna daar aan hom 'n genommerde kaartjie uitgereik word. Die nommer wat op die kaartjie voorkom, word ook op die lisensie, wat in die besit van die Mynkommissaris bly, aangeteken.

4. Op die datum waarop die grond ooreenkomstig regulasie 1 hiervan vir verdeling oopgestel word, word alle lisensies wat uitgeskryf is op grond van aansoeke wat ooreenkomstig regulasie 3 hiervan ontvang is, deur die Mynkommissaris in 'n toegemaakte kas of houer geplaas, en word die kas of houer op die een of ander gerieflike plek op die geproklameerde grond geplaas; met dien verstande dat, as dit geriefliker blyk, daar meer as een kas of houer gebruik mag word. In so'n geval moet die kaste of houers op die afstande van

boxes or receptacles shall be placed at such distances apart as the Mining Commissioner may decide and the numbers of the licences contained in each box or receptacle shall be plainly indicated by means of a notice placed near each box or receptacle, clearly visible to all present.

At 10 a.m. the licences shall be drawn from the box or receptacle singly under the direction of the Mining Commissioner or his deputy. As each licence is drawn the name of the licence holder and number placed on the licence in terms of regulation 3 hereof shall be read out and the licence holder, on producing *in person* the ticket given to him bearing the corresponding number to that appearing on the licence, may obtain his licence. In the event of more than one box or receptacle being used for the distribution, the drawing of licences from all such boxes or receptacles shall commence simultaneously.

5. On receiving his licence, the holder thereof may proceed to peg his claim in the manner provided by regulation 3 of Chapter III of the Regulations promulgated by Government Notice No. 104 of 1928.

6. *All claims shall be pegged by the licence holder in person and he must have his licence and digger's certificate in his physical possession*, and no person shall be entitled to peg more than one claim on the said digging under these regulations until the expiry of seven days from the date of the distribution, after which he may peg up to a maximum of three claims on the said digging, provided that he has taken out a licence therefor.

On the day upon which the ground becomes open for distribution in terms of regulation 1 hereof, no person shall for or in connection with the pegging of any claim, use any horse, vehicle, motor-car, cycle or other similar means of transport.

7. In the event of any bona fide error or misunderstanding in connection with the distribution of claims under these regulations arising from duplication of names or otherwise, the distribution shall not be invalidated thereby and in any dispute arising out of such bona fide error or misunderstanding the decision of the Mining Commissioner shall be final.

8. Any claim pegged under these regulations by any person impersonating another either when making application for a licence under regulation 3 hereof or at the distribution of licences under regulation 4 hereof, shall be void and any person impersonating another shall be guilty of an offence and liable on conviction to a fine not exceeding £100.

9. The method of acquiring licences prescribed in regulations 3 and 4 hereof, shall be applicable only to pegging on the day on which the ground becomes open for distribution in terms of regulation 1 hereof, or until all the original applications have been disposed of. Thereafter, licences to peg claims may be obtained in the ordinary manner at the office of the Department of Mines at Barkly West by persons who can prove to the satisfaction of the Mining Commissioner that they are qualified in terms of regulation 1 hereof.

10. Any person who pegs a claim who is not entitled to do so, or who pegs more claims than he is authorised to do under these regulations, or pegs any claim in contravention of any of these regulations, shall be guilty of an offence and liable on conviction to a fine not exceeding £100, and any claim or claims pegged by such person shall be void.

✱ No. 2371.] [31 December 1943.

APPOINTMENT OF MEDICAL PRACTITIONERS.

It is hereby notified that the Minister of Mines has, under sub-section (1) of section *twelve* of the Miners' Phthisis Acts Consolidation Act, 1925 (Act No. 35 of 1925), in consultation with the Miners' Phthisis Medical Bureau, amended the list of medical practitioners framed in terms of the said section and published under Government Notice No. 2241 in the *Government Gazette* of the 18th December, 1925, to carry out certain prescribed medical examinations and to give medical certificates under the said Act by the addition of the following name:—

(1) *Dr. Gerald Machanik*, M.R.C.S., L.R.C.P. (London), as full-time *locum tenens* at the Native Hospital of the Consolidated Main Reef Mines and Estate, Limited, during the absence on leave of Dr. R. Bernstein from the 4th January to the 2nd February, 1944. M.M. 60/1.

DEPARTMENT OF LANDS.

✱ No. 2379.] [31 December 1943.

LAND SETTLEMENT ACT, 1912.—AMENDMENT OF REGULATIONS.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased to amend, in terms of section *forty-six* of the Land Settlement Act, 1912 (Act No. 12 of 1912), as amended, regulation 15 as promulgated under Government Notice No. 123 of the 22nd January, 1943, by the deletion of the word "fifteen" appearing in paragraph (1) *(bis)* thereof, and the substitution therefor of the word "twenty-five".

mekaar af geplaas word wat die Mynkommissaris bepaal terwyl die nommers van die lisensies in elke kas of houer duidelik aangegee moet word deur middel van 'n kennisgewing naby elke kas of houer, en duidelik sigbaar moet wees vir almal wat teenwoordig is.

Om 10-uur vm. moet die lisensies onder toesig van die Mynkommissaris of sy verteenwoordiger een vir een uit die kas of houer getrek word. By die trek van elke lisensie moet die naam van die lisensiehouer en die nommer wat ooreenkomstig regulasie 3 hiervan op die lisensie aangeteken is, afgelees word, waarna die lisensiehouer deur *persoonlik* die kaartjie te toon wat aan hom uitgereik is en waarop dieselfde nommer as dié op die lisensie voorkom, sy lisensie kan ontvang. Ingeval daar meer as een kas of houer by die verdeling gebruik word, moet die trekking van die lisensies uit al die kaste of houers gelyktydig begin.

5. Na ontvangs van sy lisensie kan die houer daarvan sy klein gaan afpen op die wyse bepaal by regulasie 3 van hoofstuk III van die regulasies afgekondig by Goewermentskennisgewing No. 104 van 1928.

6. *Alle kleims moet deur die lisensiehouer persoonlik afgepen word en hy moet sy lisensie en sy delwersertifikaat by hom hê* terwyl niemand voor die verstryking van sewe dae vanaf die datum van die verdeling meer as een kleim op gemelde delwery ooreenkomstig hierdie regulasies mag afpen nie; daarna mag hy hoogstens drie kleims op gemelde delwery afpen, mits hy 'n lisensie daarvoor uitgeneem het.

Op die dag waarop die grond vir verdeling ooreenkomstig regulasie No. 1 hiervan oopgestel word, mag niemand vir of in verband met die afpenning van 'n kleim, 'n perd, voertuig, motorkar, fiets of ander dergelike vervoermiddel gebruik nie.

7. Ingeval daar 'n *bona fide* fout of misverstand in verband met die verdeling van kleims ooreenkomstig hierdie regulasies ontstaan ten gevolge van die verdubbeling van name of andersins, word die verdeling nie daardeur ongeldig nie, en 'n geskil wat ontstaan ten gevolge van so 'n fout of misverstad, is die beslissing van die Mynkomissaris finaal.

8. Die afpenning van 'n kleim ooreenkomstig hierdie regulasies deur iemand wat hom as iemand anders voordoen hetsy by aansoek om 'n lisensie ooreenkomstig regulasie No. 3 hiervan of by die uitreiking van die lisensies ooreenkomstig regulasie No. 4 hiervan, is van nul en gener waarde, en elkeen wat hom aldus as iemand anders voordoen begaan 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens £100.

9. Die wyse wat regulasies Nos. 3 en 4 hiervan vir die verkryging van 'n lisensie voorskryf, is slegs van toepassing op die afpenning van kleims op die dag waarop die grond ooreenkomstig regulasie No. 1 hiervan vir verdeling oopgestel word, of totdat al die oorspronklike aansoeke afgehandel is. Daarna kan lisensies om kleims af te pen op die gewone wyse verkry word by die kantoor van die Departement van Mynwese te Barkly-Wes, deur persone wat tot bevrediging van die Mynkommissaris kan bewys dat hulle ooreenkomstig regulasie No. 1 hiervan bevoeg is.

10. Elkeen wat 'n kleim afpen sonder dat hy daartoe geregtig is, of wat meer kleims afpen as wat hy ooreenkomstig hierdie regulasies mag afpen, of wat 'n kleim in stryd met hierdie regulasies afpen, begaan 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens £100 en die afpenning van 'n kleim of kleims deur so iemand is van nul en gener waarde.

✱ No. 2371.] [31 Desember 1943.

AANSTELLING VAN GENEESHERE.

Hierby word bekendgemaak dat die Minister van Mynwese, kragtens subartikel (1) van artikel *twaalf* van die Mijntering Wetten Konsolidatie Wet, 1925 (Wet No. 35 van 1925), in oorleg met die Geneeskundige Buro vir Myntering, die lys van geneeshere wat ingevolge vermelde artikel opgestel en by Goewermentskennisgewing No. 2241 in die *Staatskoerant* van 18 Desember 1925 afgekondig is, om sekere voorgeskrewe mediese ondersoek te doen en mediese sertifikate kragtens vermelde Wet uit te reik, gewysig het deur die toevoeging van onderstaande naam:—

(1) *Dr. Gerald Machanik*, M.R.C.S., L.R.C.P. (London), as voltydse plaasvervanger aan die Naturellehospitaal van die Consolidated Main Reef Mines and Estate, Limited, gedurende die afwesigheid met verlof van dr. R. Bernstein vanaf 4 Januarie tot 2 Februarie 1944. M.M. 60/1.

DEPARTEMENT VAN LANDE.

✱ No. 2379.] [31 Desember 1943.

KROONGROND NEDERZETTINGS WET, 1912.—WYSIGING VAN REGULASIES.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, ooreenkomstig artikel *ses-en-veertig* van die Kroongrond Nederzettings Wet, 1912 (Wet No. 12 van 1912), soos gewysig, regulasie 15 soos afgekondig by Goewermentskennisgewing No. 123, gedateer 22 Januarie 1943, te wysig deur die woord „vyftien" wat in paragraaf (1) *(bis)* daarvan voorkom, te vervang deur die woord „vyf-en-twintig".

DEPARTMENT OF JUSTICE.

* No. 2381.] [31 December, 1943.

MAGISTRATES' COURTS RULES.—AMENDMENT OF.

His Excellency the Officer Administering the Government has been pleased, in terms of sub-section (4) of section *twenty-four* of the Magistrates' Courts Act, 1917 (Act No. 32 of 1917), as amended by Act No. 46 of 1935, to approve of the following amendments to the rules under the said Act made by the Rules Board appointed under sub-section (1) of section *twenty-four* of the said Act:—

(1) Rule 2 (1) of Order XXXII is hereby amended by the addition thereto of the following words after the word "expenses": "Provided that as from the 1st day of March, 1944, such fees shall be increased by 15 per centum".

(2) Rule 4 (1) of Order XXXII is hereby amended by the addition thereto of the following words after the word "rules": "Provided that as from the 1st day of March, 1944, such fees and charges shall be increased by 15 per centum".

DEPARTEMENT VAN JUSTISIE.

* No. 2381.] [31 Desember 1943.

REëLS VAN DIE MAGISTRAATSHOWE.—WYSIGING VAN.

Dit het Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag om, kragtens die bepalings van subartikel (4) van artikel *vier-en-twintig* van die Magistraatshoven Wet, 1917 (Wet No. 32 van 1917), soos gewysig by Wet No. 46 van 1935, sy goedkeuring te heg aan die volgende wysigings van die reëls ingevolge genoemde Wet, vasgestel deur die „Regelingsraad" wat aangestel is kragtens subartikel (1) van artikel *vier-en-twintig* van die Wet:—

(1) Reël 2 (1) van Order XXXII word hierby gewysig deur die toevoeging na die woord „bereken" van die woorde „met dien verstande dat sulke gelde vanaf die 1ste dag van Maart 1944 met 15 persent verhoog word".

(2) Reël 4 (1) van Order XXXII word hierby gewysig deur die toevoeging na die woord „voorgeskryf" van die woorde „met dien verstande dat sulke lone en onkoste vanaf die 1ste dag van Maart 1944 met 15 persent verhoog word". 31-7-14-21

GENERAL NOTICES.

DEPARTMENT OF LANDS.

* NOTICE No. 996 OF 1943.

The following notice is published for general information.

Surveyor-General's Office,
Cape Town.

L. M. WALTON,
Surveyor-General.

SURVEYOR'S DIAGRAM No. 4073/1943.

Notice is hereby given under sub-section (1) of section *seventeen* of Act No. 9 of 1927, that the undermentioned diagram of Crown land is lying for inspection at the office of the Surveyor-General, Cape Town, and that, if no objection to the said diagram or to any beacon or boundary adopted in the survey is received before the 28th February, 1944, the diagram will be approved under the provisions of sub-section (1) (c) of section *three* of the above-quoted Act.

Diagram No. *Kaart No.*	Description of Land. *Beskrywing van grond.*	Situation. *Ligging.*	Division *Afdeling.*	Area. *Grootte.*
4073/1943...	The farm/*Die plaas* Line Drift B.	At the junction of Tsholi and Keiskama Rivers on the Peddie–King William's Town National Road/*By die samevloei van die Tsholi- en Keiskamarivier op die Nasionale Pad Peddie–King William's Town*	Peddie.....	127.6133 Morgen/*Morg*

31-7-14-21.

ALGEMENE KENNISGEWINGS.

DEPARTEMENT VAN LANDE.

* KENNISGEWING No. 996 VAN 1943.

Onderstaande kennisgewing word vir algemene informasie gepubliseer.

Kantoor van die Landmeter-generaal,
Kaapstad.

L. M. WALTON,
Landmeter-Generaal.

LANDMETERSKAART No. 4073/1943.

Ooreenkomstig subartikel (1) van artikel *sewentien* van Wet No. 9 van 1927, word hierby bekendgemaak dat ondergenoemde kaart van Kroongrond op die kantoor van die Landmeter-generaal, Kaapstad, ter insae lê, en dat, indien geen beswaar teen genoemde kaart of teen enige baken of grenslyn in die opmeting aangeneem voor 28 Februarie 1944 ontvang word nie, die kaart kragtens die bepalings van subartikel (1) (c) van artikel *drie* van genoemde Wet goedgekeur sal word.

Diagram No. *Kaart No.*	Description of Land. *Beskrywing van grond.*	Situation. *Ligging.*	Division *Afdeling.*	Area. *Grootte.*
4073/1943...	The farm/*Die plaas* Line Drift B.	At the junction of Tsholi and Keiskama Rivers on the Peddie–King William's Town National Road/*By die samevloei van die Tsholi- en Keiskamarivier op die Nasionale Pad Peddie–King William's Town*	Peddie.....	127.6133 Morgen/*Morg*

31-7-14-21.

MISCELLANEOUS.

NOTICE No. 948 OF 1943.

NOTICE OF ESCAPE.

Three pounds reward and all reasonable expenses will be paid for the recapture of the undermentioned female prisoner who escaped from the Greytown Gaol, on Friday, 3rd December, 1943:—

GOPOCO KANYILE.

Description.—Tribal name, Kanyile; father's tribal name, Kanyile; Chief's name, Funizwe; kraal, Mhlazana; birth place, Mhlazana, Umvoti; race, Zulu; calling, domestic; age, 26; height, 5 ft. 2 in.; hair, black; eyes, brown; complexion, brown; build, thick set; nose, flat; face, oval.

At the time of escape was wearing private clothes—black dress.

Was committed for trial on a charge of Housebreaking and Theft.

Well-known in the Tugela Ferry and Muden Areas.

E. N. HOBSON,
Magistrate

Greytown.

NOTICE No. 952 OF 1943.

ESCAPED PRISONER: RICE MALUMANE.

Three pounds reward and all reasonable expenses will be paid for the recapture of the undermentioned prisoner who escaped from the Nelspruit Gaol on Saturday, 27th November, 1943:—

RICE MALUMANE.

Description.—Tribal name, Malumane; father's tribal name, Malumane; kraal, Sabie; birthplace, Sabie; race, Shangaan; calling, labourer; age, 32 years; height, 5 ft. 5 in.; hair, black woolly; eyes, dark brown; complexion, black; build, proportional; forehead, high; nose, flat; face, oval; beard and moustache, none; distinguishing marks, vaccination mark on upper left arm.

DIVERSE.

KENNISGEWING No. 948 VAN 1943.

KENNISGEWING VAN ONTSNAPPING.

'n Beloning van drie pond en alle redelike uitgawe sal betaal word vir die hergevangeneming van ondervermelde vroulike gevangene wat uit die Gerytownse tronk ontsnap het op Vrydag, 3 Desember 1943:—

GOPOCO KANYILE.

Beskrywing.—Naam van stam, Kanyile; naam van stam van vader, Kanyile; kraal, Mhlazana; naam van kaptein, Funizwe; geboorteplek, Mhlazana, Umvoti; ras, Zoeloe; beroep, huishoudster; ouderdom, 26; hoogte, 5 vt. 2 dm.; hare, swart; oë bruin; gelaatskleur, bruin; bou, geset; neus, plat; gesig, ovaal.

By ontvlugting het die gevangene 'n swart rok (burgerklere) aangehad.

Is ter strafsitting verwys weens Huisbraak en Diefstal.

Goed bekend in die gebiede Tugela Ferry en Muden.

E. N. HOBSON,
Magistraat.

Greytown. 17-24-31

KENNISGEWING No. 952 VAN 1943.

ONTVLUGTE GEVANGENE: RICE MALUMANE.

'n Beloning van drie pond en alle redelike uitgawes sal betaal word vir die hergevangeneming van die ondergenoemde gevangene wat op Saterdag, 27 November 1943, uit die Tronk, Nelspruit, ontvlug het:—

RICE MALUMANE.

Beskrywing.—Familienaam, Malumane; naam van vader, Malumane; naam van Kaptein, Simon; kraal, Sabie; geboorteplek, Sabie; ras, Shangaan; beroep, arbeider; ouderdom, 32; lengte, 5 vt. 5 dm.; hare, swart, wollerig; oë, donker; gelaatskleur, swart; bou, proporsioneel; voorhoof, hoog; neus, plat; gesig, ovaal; baard en snorbaard, geen; onderskeidingsmerk, entmerk, linker bo-arm.

At time of escape was wearing prison clothing—breeches, mole brown, marked N.G. with broad arrow.

Was undergoing sentences of 60 weeks H.L. and to pay a fine of £5. 19s. 6d. or 107 days H.L., imposed by the Magistrate, Sabie, on the 15th October, 1943.

Special Remarks.—His father, named Sam, living at Sabie, Transvaal.

B. H. WOOLER,
Magistrate.

Nelspruit.

NOTICE No. 970 OF 1943.

MECHANICAL AND ELECTRICAL ENGINEERS' EXAMINATION.

It is hereby notified that the next examination for Mechanical and Electrical Engineers' Certificates of Competency will be held at various centres in the Union on Wednesday, Thursday and Friday, the 23rd, 24th and 25th February, 1944, and also simultaneously at Bulawayo and Salisbury if there are any applicants from these centres.

Entries must be submitted not later than the 26th January, 1944, on the prescribed form of application, which is obtainable from the Secretary to the Commissions of Examiners, P.O. Box 1132, Johannesburg.

The following syllabus of examination is published for general information, and a detailed copy thereof will be supplied on application to the Secretary.

Candidates will be examined in the following subjects:—

Mechanical Engineers.

Legal Knowledge.
Strength of Materials and Design of Structures.
Power Plant.
Driven Machinery and Mechanical Appliances.
Electrotechnics (Elementary).

Electrical Engineers.

Legal Knowledge.
Strength of Materials.
Power Plant.
Driven Machinery and Mechanical Appliances.
Electrotechnics (Advanced).

Candidates for examination as Mechanical or Electrical Engineers to take charge on mines will, in addition to the foregoing subjects, be examined in "Mining Plant".

* NOTICE No. 988 OF 1943.

NOTICE OF ESCAPE.

Three pounds reward and all reasonable expences will be paid for the recapture of the undermentioned prisoner who escaped from Kaffirskraal, Heidelberg, Tvl., on Wednesday, 15th December, 1943.

EPHRIAM NKOSI.

Description.—Tribal name, Nkosi; father's tribal name, Nkosi; chief's name, Robert, at Dundee; residence, Nigel, T.; race, Zulu; calling, labourer; age, 32; height, 5 ft. 5 in.; hair, black and woolly; eyes, dark brown; complexion, dark brown; build, medium; forehead, round; nose, medium; mouth, large; ears, medium; chin, round; face, oval; beard, shaves; moustache, shaves.

Distinguishing Marks.—Scar below left eye, scar below right eye, scar above left eye, 3 scars on right forearm, 4 scars on top of right hand.

The prisoner escaped wearing cap, moleskin; shirt, flannel red; breeches, short mole.

He was serving a sentence of 3 months i.h.l., imposed by the Magistrate, Nigel, on the 10th December, 1943.

* NOTICE No. 989 OF 1943.

SMITHS ISLAND IRRIGATION BOARD.

Notice is hereby given in terms of Part IV of the regulations framed under the provisions of sections *seventy-seven* and *ninety-six* of Act No. 8 of 1912, as amended, that a Court for the nomination of one member *vice* Mr. M. C. Barnard, resigned, will be held at the residence of Mr. J. J. Hanekom, Smits Island, District Gordonia, at 2.15 p.m. on the 7th January, 1944.

B. V. CALLANAN,
Magistrate.

Upington, Gordonia, 17th December, 1943.

* NOTICE No. 990 OF 1943.

DARLINGBRUG IRRIGATION BOARD.

Notice is hereby given in terms of Part IV of the regulations framed under the provisions of sections *seventy-seven* and *eighty-six* of Act No. 8 of 1912, as amended, that a meeting will be held at the Magistrate's Office, Worcester, on Saturday, the 29th January, 1944, at 10 o'clock a.m., for the election of one member for the above-mentioned Board *vice* Mr. P. J. Viljoen (J. P. Sn.), whose period of office expires on 6th February, 1944.

F. W. POPE,
Magistrate.

Worcester, 20th December, 1943.

By ontvlugting het hy gevangenisklere aangehad—bruin molvelbroek, gemerk N.G. met 'n breë hoenderspoor.

Het 'n vonnis van 60 weke harde arbeid en 'n boete van £5 19s. 6d. of 107 dae harde arbeid ondergaan, opgelê deur die Magistraat, Sabie, op die 15de Oktober 1943.

Spesiale opmerking.—Sy vader, Sam, woon in Sabie.

B. H. WOOLER,
Magistraat.

Nelspruit. 17-24-31

KENNISGEWING No. 970 VAN 1943.

EKSAMEN VIR WERKTUIGKUNDIGE EN ELEKTROTEGNIESE INGENIEURS.

Hierby word bekendgemaak dat die volgende eksamen vir Werktuigkundige en Elektrotegniese Ingenieursertifikate van Bekwaamheid op Woensdag, Donderdag en Vrydag 23, 24 en 25 Februarie 1944 op verskillende sentrums in die Unie en, indien daar kandidate van Bulawayo en Salisbury is, ook tegelykertyd aldaar afgeneem sal word.

Inskrywings moet voor of op 26 Januarie 1944 ingestuur word op die voorgeskrewe aansoekvorm wat op aanvraag by die Sekretaris van die Eksamenkommissies, Posbus 1132, Johannesburg, verkrybaar is.

Onderstaande eksamenleerplan word vir algemene informasie gepubliseer, en 'n kopie met volledige besonderhede sal op aanvraag deur die Sekretaris verskaf word.

Kandidate moet in die volgende vakke eksamen doen:—

Werktuigkundige Ingenieurs.

Regskennis.
Sterkte van materiaal en die ontwerp van strukture.
Kragmasijnerie.
Gedrewe masjinerie en meganiese toestelle.
Elektrotegniek (elementêre).

Elektrotegniese Ingenieurs.

Regskennis.
Sterkte van materiaal.
Kragmasjinerie.
Gedrewe masjinerie en meganiese toestelle.
Elektrotegniek (gevorderde).

Kandidate vir die eksamens vir werktuigkundige of elektrotegniese ingenieurs in beheer van masjinerie op myne sal, behalwe in bostaande onderwerpe, ook in „Masijnerie" geëksamineer word. 24-31-7

* KENNISGEWING No. 988 VAN 1943.

KENNISGEWING VAN ONTVLUGTING.

'n Beloning van drie pond en alle redelike uitgawe sal betaal word vir die herinhegtenisneming van ondergemelde gevangene wat van Kaffirskraal, Heidelberg, T., op Woensdag 15 Desember 1943, ontvlug het.

EPHRIAM NKOSI.

Beskrywing.—Stamnaam, Nkosi; stamnaam van vader, Nkosi; woning, Nigel, T.; geboorteplek, Dundee, Natal; ras, Zoeloe; beroep, arbeider; ouderdom, 32; lengte, 5 vt. 5 dm.; hare, swart, gekroes; oë, donkerbruin; gelaatskleur, donkerbruin; bou, middelmatig; voorhof, rond; neus, middelmatig; mond, groot; ore, ovaal; gesig, ovaal; baard, skeer.

Onderskeidingsmerke.—Litteken onder linkeroog, merk onder regteroog, litteken bo linkeroog, 3 littekens aan regtervoorarm, 4 littekens aan regterhand.

Die gevangene het met die volgende klere ontvlug, molvelpet, rooi flenniehemp, molvel kortbroek, gemerk H.G.

Hy moes 'n vonnis van drie maande hardearbeid uitsit, opgelê deur die Magistraat te Nigel, op 10 Desember 1943. 31-7-14

* KENNISGEWING No. 989 VAN 1943.

BESPROEIINGSRAAD SMITSEILAND.

Hierby word ooreenkomstig deel IV van die regulasies opgestel kragtens artikels *sewe-en-sewentig* en *ses-en-negentig* van Wet No. 8 van 1912, soos gewysig, bekendgemaak dat 'n hofsitting om 2.15 nm. op 7 Januarie 1944, ten huise van mnr. J. J. Hanekom, Smitseiland, distrik Gordonia, gehou sal word om 'n lid te nomineer en te kies in die plek van mnr. M. C. Barnard wat bedank het.

B. V. CALLANAN,
Magistraat.

Upington, Gordonia, 17 Desember 1943.

* KENNISGEWING No. 990 VAN 1943.

BESPROEIINGSRAAD DARLINGBRUG.

Hierby word kragtens deel IV van die regulasies opgestel ingevolge artikels *sewe-en-sewentig* en *ses-en-tagtig* van Wet No. 8 van 1912, soos gewysig, bekendgemaak dat 'n vergadering om 10-uur vm. op Saterday, 29 Januarie 1944, in die Magistraatskantoor, Worcester, gehou sal word vir die verkiesing van een lid vir bogenoemde Raad in die plek van mnr. P. J. Viljoen (J. P./seun), wie se dienstyd op 6 Februarie 1944 verstryk.

F. W. POPE,
Magistraat.

Worcester, 20 Desember 1943.

✱ NOTICE No. 991 OF 1943.

OVER HEX IRRIGATION BOARD.

Notice is hereby given in terms of Part IV of the regulations framed under the provisions of sections *seventy-seven* and *eighty-six* of Act No. 8 of 1912, as amended, that a meeting will be held at the Magistrate's Office, Worcester, on Saturday, the 29th January, 1944, at 10 o'clock a.m., for the election of two members for the above-mentioned Board *vice* Messrs. D. J. Naudé and P. C. Kloppers whose period of office expires on 6th February, 1944.

F. W. POPE,
Worcester, 20th December, 1943. Magistrate.

✱ NOTICE No. 992 OF 1943.

JAN DU TOIT'S RIVER IRRIGATION BOARD.

Notice is hereby given that Mr. C. H. H. Kossatz has been duly re-elected member of the above Board for a period of three years, from the date of publication hereof in the *Union Gazette*.

F. W. POPE,
Worcester, 20th December, 1943. Magistrate.

✱ NOTICE No. 993 OF 1943.

GREAT FISH RIVER IRRIGATION BOARD.

Notice is hereby given that a Nomination Court held on the 18th December 1943, the undermentioned members were selected as members of the abovementioned Board, for a period of three years from date of publication hereof.

Sub-District 1.—John David Pigott.
Sub-District 2.—Graham Rupert Distin.
Sub-District 3.—W. R. T. Solomon.
Sub-District 4.—T. J. van Heerden.
Sub-District 5.—O. H. Walters.
Sub-District 6.—H. H. J. Sieberhagen.
Sub-District 7.—H. H. du Preez.
Sub-District 8.—L. J. Sieberhagen.
Sub-District 9.—W. C. Abrahamson.
Sub-District 10.—W. J. du R. Louw.
Sub-District 11.—W. J. Michau.
Sub-District 12.—H. J. Lombard.

L. T. PHILLIPS,
Cradock, 20th December 1943. Magistrate

✱ NOTICE No 994 OF 1943.

SUNDAYS RIVER IRRIGATION BOARD.

Notice is hereby given that at a public court, held on the 20th December, 1943, the following gentlemen were duly nominated and elected as members of the above Board, to represent the sub-districts set opposite their names, for a period of three years as from the date of publication of this notice in the *Gazette*.

Sub-district No. 1.—Frederick Frank.
Sub-district No. 2.—James Alexander Scrimgeour.
Sub-district No. 3.—Neville A. van Breda.
Sub-district No. 4.—Sinclair Scott Parkin.
Sub-district No. 5.—Raymond H. Stainbank.

G. U. GRIMBEEK,
Uitenhage, 20th December, 1943. Magistrate.

✱ NOTICE No. 995 OF 1943.

LOERIE RIVER IRRIGATION BOARD.

Notice is hereby given that Messrs. J. W. J. Van Wyk and D. J. Van Wyk, were duly elected members of the abovementioned Board, for a period of three years, as from the 27th December, 1943.

R. MEAKER,
Port Elizabeth, 20th December, 1943. Magistrate.

✱ NOTICE No. 997 OF 1943.

MATROOSBERG IRRIGATION BOARD.

Notice is hereby given that Mr. W. R. Rabie has been duly re-elected member of the above Board for a period of three years from the date of publication hereof in the *Union Gazette*.

F. W. POPE,
Worcester, 22nd December, 1943. Magistrate.

✱ NOTICE No. 998 OF 1943.

JAMESTOWN IRRIGATION BOARD.

Notice is hereby given that Johannes Isaacs and Izak Paulse, were duly elected as members of the above Irrigation Board for a period of three years from the 2nd January, 1944.

J. H. J. SCHEEPERS,
Stellenbosch, 22nd December, 1943. Magistraat.

✱ KENNISGEWING No. 991 VAN 1943.

BESPROEIINGSRAAD OVERHEX.

Hierby word kragtens deel IV van die regulasies opgestel ingevolge artikels *sewe-en-sewentig* en *ses-en-tagtig* van Wet No. 8 van 1912, soos gewysig, bekendgemaak dat 'n vergadering om 10-uur vm. op Saterday, 29 Januarie 1944, in die Magistraatskantoor, Worcester, gehou sal word vir die verkiesing van twee lede vir bogenoemde Raad in die plek van mnre. D. J. Naudé en P. C. Kloppers wie se dienstyd op 6 Februarie 1944 verstryk.

F. W. POPE,
Worcester, 20 Desember 1943. Magistraat.

✱ KENNISGEWING No. 992 VAN 1943.

BESPROEIINGSRAAD JAN DU TOITSRIVIER.

Hiermee word bekendgemaak dat die heer C. H. H. Kossatz behoorlik herkies is as lid van die bogenoemde Raad vir 'n tydperk van drie jaar vanaf die datum van publikasie hiervan in die *Staatskoerant*.

F. W. POPE,
Worcester, 20 Desember 1943. Magistraat.

✱ KENNISGEWING No. 993 VAN 1943.

BESPROEIINGSRAAD GROOT-VISRIVIER.

Hierby word bekendgemaak dat op 'n nominasiehofsitting gehou op 18 Desember 1943 ondergenoemde lede gekies is as lede van bogenoemde raad vir 'n tydperk van drie jaar vanaf die datum van publikasie hiervan.

Subdistrik 1.—John David Pigott.
Subdistrik 2.—Graham Rupert Distin.
Subdistrik 3.—W. R. T. Solomon.
Subdistrik 4.—T. J. van Heerden.
Subdistrik 5.—O. H. Walters.
Subdistrik 6.—H. H. J. Sieberhagen.
Subdistrik 7.—H. H. du Preez.
Subdistrik 8.—L. J. Sieberhagen.
Subdistrik 9.—W. C. Abrahamson.
Subdistrik 10. W. J. du R. Louw.
Subdistrik 11.—W. J. Michau.
Subdistrik 12.—H. J. Lombard.

L. T. PHILLIPS.
Cradock, 20 Desember 1943. Magistraat.

✱ KENNISGEWING No. 994 VAN 1943.

BESPROEIINGSRAAD SONDAGSRIVIER.

Hierby word bekendgemaak dat op 'n openbare hofsitting wat op 20 Desember 1943, op Selborne gehou is, die volgende here behoorlik genomineer en gekies is as lede van bogenoemde raad, om die subdistrikte teenoor hul name vermeld, te verteenwoordig vir 'n tydperk van drie jaar vanaf die datum van publikasie van hierdie kennisgewing in die *Staatskoerant*.

Subdistrik No. 1.—Frederick Frank.
Subdistrik No. 2.—James Alexander Scrimgeour.
Subdistrik No. 3.—Neville A. van Breda.
Subdistrik No. 4.—Sinclair Scott Parkin.
Subdistrik No. 5.—Raymond H. Stainbank.

G. U. GRIMBEEK.
Uitenhage, 20 Desember 1943. Magistraat.

✱ KENNISGEWING No. 995 VAN 1943.

BESPROEIINGSRAAD LOERIERIVIER.

Hiermee word bekendgemaak dat mnre. J. W. J. Van Wyk en D. J. Van Wyk, gekies is as lede van bogenoemde raad vir 'n tydperk van drie jaar vanaf 27 Desember 1943.

R. MEAKER.
Port Elizabeth, 20 Desember 1943. Magistraat.

✱ KENNISGEWING No. 997 VAN 1943.

BESPROEIINGSRAAD MATROOSBERG.

Hiermee word bekendgemaak dat die heer W. R. Rabie behoorlik herkies is as lid van bogenoemde Raad vir 'n tydperk van drie jaar vanaf die datum van publikasie hiervan in die *Staatskoerant*.

F. W. POPE,
Worcester, 22 Desember 1943. Magistraat.

✱ KENNISGEWING No. 998 VAN 1943.

BESPROEIINGSRAAD JAMESTOWN.

Hierby word bekendgemaak dat Johannes Isaacs en Izak Paulse behoorlik gekies is as lede van bogemelde besproeiingsraad vir 'n tydperk van drie jaar vanaf 2 Januarie 1944.

J. H. J. SCHEEPERS,
Stellenbosch, 22 Desember 1943. Magistraat.

✱ NOTICE No. 999 OF 1943.

MAASDORP IRRIGATION BOARD.

Notice is hereby given that the period of office of Mrs. H. Hack as a member of the Maasdorp Irrigation Board will expire on the 27th February, 1944.

A public court will be held at the residence of Mr. C. H. Warner, the Grove, Maasdorp, District Stockenström, on Saturday, 12th February, 1944, at 10 a.m., for the election of a member to replace the outgoing one.

J. B. SMITH,
Magistrate.

Seymour, 13th December, 1943.

✱ KENNISGEWING No. 999 VAN 1943.

BESPROEIINGSRAAD MAASDORP.

Hierby word bekendgemaak dat die ampstyd van mev. H. Hack as lid van die Besproeiingsraad, Maasdorp, op 27 Februarie 1944 verstryk.

'n Openbare hofsitting sal om 10 vm. op Saterdag, 12 Februarie 1944, in die woning van mnr. C. H. Warner, The Grove, Maasdorp, distrik Stockenström, gehou word vir die verkiesing van 'n lid om die aftredende lid te vervang.

J. B. SMITH,
Magistraat.

Seymour, 13 Desember 1943.

✱ NOTICE No. 1000 OF 1943.

STRAUSSBURG IRRIGATION BOARD.

Notice is hereby given that, at an election held at Straussburg, District Gordonia, on the 20th December, 1943, Messrs. J. C. Strauss and J. D. Goosen, whose period of office expired on the 21st November, 1943, were re-elected for a further period of three years.

B. V. CALLANAN,
Magistrate.

Upington, Gordonia,
21st December, 1943.

✱ *KENNISGEWING No. 1000 VAN 1943.*

BESPROEIINGSRAAD STRAUSSBURG.

Hierby word bekendgemaak dat mnre. J. C. Strauss en J. D. Goosen wie se ampstyd op 21 November 1943 verstryk het, by 'n verkiesing gehou te Straussburg, distrik Gordonia, op 20 Desember 1943, herkies is vir 'n verder tydperk van drie jaar.

B. V. CALLANAN,
Magistraat.

Upington, Gordonia,
21 Desember 1943.

✱ NOTICE No. 1001 OF 1943.

NEILERSDRIFT IRRIGATION BOARD.

Notice is hereby given that, at an election held at Neilersdrift, District Gordonia, on the 17th December, 1943, Messrs. A. S. Richter and C. J. Brand, whose period of office expires on the 2nd January, 1944, were re-elected for a further period of three years.

B. V. CALLANAN,
Magistrate.

Upington, Gordonia,
21st December, 1943.

✱ KENNISGEWING No. 1001 VAN 1943.

BESPROEIINGSRAAD NEILERSDRIFT.

Hierby word bekendgemaak dat mnre. A. S. Richter en C. J. Brand wie se ampstyd op 2 Januarie 1944 verstryk, by 'n verkiesing gehou te Neilersdrif, distrik Gordonia, op 17 Desember 1943 herkies is vir 'n verder tydperk van drie jaar.

B. V. CALLANAN,
Magistraat.

Upington, Gordonia,
21 Desember 1943.

✱ NOTICE No. 1002 OF 1943.

UNION OF SOUTH AFRICA.

DEPARTMENT OF PUBLIC HEALTH.

FORMIDABLE EPIDEMIC DISEASES IN THE UNION.

Cases, Deaths and Outbreaks reported during the month of November, 1943.

✱ KENNISGEWING No. 1002 VAN 1943.

UNIE VAN SUID-AFRIKA.

DEPARTEMENT VAN VOLKSGESONDHEID.

ERNSTIGE EPIDEMIESE SIEKTES IN DIE UNIE.

Gevalle, sterfgevalle en uitbrekings, gerapporteer gedurende die maand November 1943.

Province—*Provinsie.*	Typhus Fever. *Tifuskoors.*				Smallpox. *Pokkies.*				Plague. *Pes.*				Number of Outbreaks dealt with during Month. *Getal uitbrekings gedurende die maand behandel.*					
	European. *Blanke.*		Non-European. *Nie-blanke.*		European. *Blanke.*		Non-European. *Nie-blanke.*		European. *Blanke.*		Non-European. *Nie-blanke.*		Pre-existing. *Vroeër voorgekom.*			New. *Nuwe.*		
	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Cases. *Gevalle.*	Deaths. *Sterfgevalle.*	Typhus. *Tifus.*	Smallpox. *Pokkies.*	Plague. *Pes.*	Typhus. *Tifus.*	Smallpox. *Pokkies.*	Plague. *Pes.*
Cape—*Kaap*	—	—	843	293	—	—	—	—	—	—	—	—	39	3	—	33	1	—
Transvaal	—	—	23	3	—	—	33	—	—	—	—	—	7	13	—	6	6	—
Orange Free State — *Oranje-Vrystaat*	—	—	5	—	—	—	24	—	—	—	2	1	—	5	2	2	4	2
Natal	—	—	4	—	—	—	6	1	—	—	—	—	—	6	—	1	3	—
TOTALS—*Totale*	—	—	875	296	—	—	63	1	—	—	2	1	46	27	2	42	14	2

✱ NOTICE No. 1003 OF 1943.

UNION OF SOUTH AFRICA.

DEPARTMENT OF PUBLIC HEALTH.

BULLETIN No. 52 OF 1943 FOR THE WEEK ENDED 25TH DECEMBER, 1943.

PLAGUE.

Orange Free State.

Vredefort District.—Farms Marseilles and Voorspoed.

Ventersburg District.—Farm Stuurmanspan.

No further cases have been reported from the above farms.

Cape Province.

St. Marks District.—Eight native cases (three fatal) have occurred at St. Marks Location, north-west of Cofimvaba.

An Assistant Health Officer and a plague inspector are dealing with the outbreak and all precautionary measures have been taken.

SMALLPOX.

New Outbreaks.—Farms Beacon Hill and Isipofu, Umzinto District (Natal).

TYPHUS FEVER.

New Outbreaks.—Mpenduza and Zagwityi Locations, Butterworth District; farm Ulin, Elliot District, Glen Adelaide, Fransbury, Nonesi and Zwartwater Locations, Glen Grey District; Cata, Etembeni and Matis Locations, Kingwilliamstown District; Madutenis Location, Lusikisiki District; Lucwecwe, Ngqungqu, Wilo, Xorana and Zibodla

✱ KENNISGEWING No. 1003 VAN 1943.

UNIE VAN SUID-AFRIKA.

DEPARTEMENT VAN VOLKSGESONDHEID.

BULLETIN No. 52 VAN 1943 VIR DIE WEEK GEEINDIG 25 DESEMBER 1943.

PES.

Oranje-Vrystaat.

Distrik Vredefort.—Die plase Marseilles en Voorspoed.

Distrik Ventersburg.—Die plaas Stuurmanspan.

Geen verdere gevalle is van bogenoemde plase gerapporteer nie.

Kaapland.

Distrik St. Marks.—Agt gevalle by naturelle (drie dodelik) het in St. Markslokasie, ten noordweste van Cofimvaba voorgekom.

'n Assistent-gesondheidsbeampte en 'n pesinspekteur is besig met die behandeling van die uitbreking, en alle voorbehoedmaatreëls is getref.

POKKIES.

Nuwe uitbrekings.—Die plase Beacon Hill en Isipofu, distrik Umzinto (Natal).

TIFUSKOORS.

Nuwe uitbrekings.—Mpenduza en Zagwityilokasie, distrik Butterworth; die plaas Ulin, distrik Elliot; Glen Adelaide-, Fransbury-, Nonesi- en Zwartwaterlokasie, distrik Glen Grey; Cata-, Etembeni- en Matislokasie, distrik Kingwilliamstown; Madutenislokasie, distrik Lusikisiki, Lucwecwe-, Ngqungqu-, Wilo-, Xorana- en Zibodlalokasie, distrik Mqanduli; die

Locations, Mqanduli District; farm La Rochelle, Tarkastad District; farm Bergplaas, Victoria East District (Cape); farm Tweefontein, Volksrust District (Transvaal); farm Gorfield, Bothaville District (Orange Free State).

Outbreaks are being dealt with in the Districts of Alexandria, Bizana, Burgersdorp, Elliot, Elliotdale, Fort Beaufort, Glen Grey, Indwe, Kingwilliamstown, Lusikisiki, Molteno, Mt. Ayliff, Mt. Currie, Mqanduli, Nqamakwe, Port St. Johns, Steynsburg, Tabankulu, Victoria East (Cape); Umzinto (Natal); Amersfoort, Volksrust (Transvaal); Ventersburg, Vrede, Vredefort (Orange Free State).

MALARIA.

Natal and Zululand.

Climatic conditions are generally favourable for the breeding of malaria vectors particularly in the coastal and inland river valley areas in Zululand.

A few isolated cases of malaria have been reported.

Transvaal.

Climatic conditions continue to be favourable for the breeding of malaria vectors.

Residents in malarial areas should not relax in carrying out the precautionary measures which have been clearly set out in previous bulletins.

A few cases of malaria have been reported.

EPIDEMIC DISEASES IN OTHER COUNTRIES.

At date of latest available information there existed:—

Smallpox in Ceylon and Nigeria.

PETER ALLAN,
Secretary for Public Health.

TENDERS.

Tender Forms obtainable from:
The Chairman, Union Tender and Supplies Board, 271 Visagie Street (P.O. Box 371, Phone 2-9145), Pretoria.

Services:

Supply of test tubes to the Onderstepoort Laboratory. Tender No. S.O. 1556.

Supply of cotton duck for mattresses to Internment Camps. Tender No. S.O. 629.

Supply of yokes, agricultural implements, etc., to the Department of Native Affairs, at Thaba 'Nchu. Tender No. S.O. 1588.

Supply of axes, spade and shovel handles, etc., to the Department of Prisons, Pretoria. Tender No. S.O. 1589.

Supply of engines and centrifugal pump to the Division of Soil and Veld Conservation, Pretoria. Tender No. S.O. 1590.

Supply of explosives during the period 1st March, 1944, to 28th February, 1945. Tender No. S.O. 1591.

Supply of mowers to the Department of Native Affairs. Tender No. S.O. 1592.

Supply of plough to the Loskop Settlement. Tender No. S.O. 1593.

Supply of paints to the Trades School, Potchefstroom. Tender No. S.O. 1594.

Supply of paper bags (Viking or similar) to the Hartebeestpoort Experiment Station. Tender No. S.O. 1595.

Supply of photographic materials to the Grootfontein College of Agriculture, Middelburg, Cape. Tender No. S.O. 1596.

Supply of steel during the period 1st January, to 30th June, 1944. Tender No. S.O. 1598.

Tenders due 9 a.m., 6th January, 1944.

Supply of underpants to the Internment Camps. Tender No. S.O. 630.

Supply of motors to the State Alluvial Diggings, Alexander Bay. Tender No. S.O. 1600.

Supply of refrigerator to the Onderstepoort Laboratory. Tender No. S.O. 1601.

Supply of "Panchromatic" negative film to the Department of Education, Pretoria. Tender No. S.O. 1602.

Supply of one gallon terne plate tins to the Onderstepoort Laboratory. Tender No. S.O. 1603.

Drilling of boreholes for the Department of Native Affairs at Hammanskraal, Pretoria and Brits. Tender No. S.O. 1604.

Supply of mincing machine and scale to the Low Temperature Research Laboratory, Cape Town. Tender No. S.O. 1606.

Supply of X-ray equipment to the King George V Hospital, Durban. Tender No. S.O. 1607.

Supply of ensilage cutter to the Rietvlei Research Station. Tender No. S.O. 1608.

Supply of windows, timber, building material, etc., to the Hereford Settlement. Tender No. S.O. 1609.

Supply of winch, pulleys, wire rope, etc., to the State Sawmill, Entabeni. Tender No. S.O. 1610.

Tenders due 9 a.m., 13th January, 1944.

Supply of groceries (Part I items) to institutions in the O.F.S. and Natal Provinces. Tender No. S.O. 201.

★ Supply of kraal manure to the Superintendent of Gardens, Pretoria. Tender No. S.O. 216.

★ Supply of counterpanes, casement cloth, mattresses, pillows, etc., to the Commercial High School, Potchefstroom. Tender No. S.O. 631.

★ Supply of agricultural implements to the Pongola Settlement. Tender No. S.O. 1613.

★ Purchase of scrap steel wire rope from the Department of Mines, during the period 1st January, 1944, to 31st December, 1944. Tender No. S.O. 1614.

★ Supply of digging forks to the Department of Prisons, Pretoria. Tender No. S.O. 1615.

★ Supply of footwear and leggings during the period 1st January, 1944, to 30th June, 1944. Tender No. S.O. 1616.

★ Supply of vaccine bottles to the Onderstepoort Laboratory. Tender No. S.O. 1617.

★ Supply of scotch carts to the Department of Native Affairs, Potgietersrust. Tender No. S.O. 1618.

★ Supply of wheelbarrows, tools, etc., to the Vaal-Hartz Settlement. Tender No. S.O. 1619.

Tenders due 9 a.m., 20th January, 1944.

Supply of diesel locomotive, transformer, etc., to the State Alluvial Diggings, Alexander Bay. Tender No. S.O. 1611.

Tenders due 9 a.m., 23rd March, 1944.

plaas La Rochelle, distrik Tarkastad; die plaas Bergplaas, distrik Victoria-Oos (Kaapland); die plaas Tweefontein, distrik Volksrust (Transvaal); die plaas Gorfield, distrik Bothaville (Oranje-Vrystaat).

Uitbrekings word in die volgende distrikte behandel: Alexandria, Bizana, Burgersdorp, Elliot, Elliotdale, Fort Beaufort, Glen Grey, Indwe, Kingwilliamstown, Lusikisiki, Molteno, Mt. Ayliff, Mt. Currie, Mqanduli, Nqamakwe, Port St. Johns, Steynsburg, Tabankulu, Victoria-Oos (Kaapland); Umzinto (Natal); Amersfoort, Volksrust (Transvaal); Ventersburg, Vrede, Vredefort (Oranje-Vrystaat).

MALARIA.

Natal en Zoeloeland.

Die weersgesteldheid is nog algemeen gunstig vir die uitbroei van malariadraers, hoofsaaklik in die kus- en binnelandse riviervalleistreke van Zoeloeland.

'n Paar afgesonderde gevalle van malaria is gerapporteer.

Transvaal.

Die weersgesteldheid is nog steeds gunstig vir die uitbroei van malariadraers.

Soos alreeds duidelik in vorige bulletins uiteengesit, moet daar by inwoners van malariastreke geen verslapping wees in die uitvoering van die voorbehoedmaatreëls nie.

'n Paar gevalle van malaria is gerapporteer.

EPIDEMIESE SIEKTES IN ANDER LANDE.

Volgens die jongste berigte is daar:—

Pokkies in Ceylon en Nigerië.

PETER ALLAN,
Sekretaris van Volksgesondheid.

TENDERS.

Tendervorms verkrygbaar by:
Die Voorsitter, Unieraad vir Tenders en Leweransies, Visagiestraat 271 (Posbus 371, Foon 2-9145), Pretoria.

Dienste:

Verskaffing van toetsbuise aan die Onderstepoort-laboratorium. Tender No. S.O. 1556.

Lewering van seildoek vir matrasse aan die Interneringskampe. Tender No. S.O. 629.

Verskaffing van jukke, landbougereedskap, ens., aan die Departement van Naturellesake, Thaba 'Nchu. Tender No. S.O. 1588.

Verskaffing van byle, graaf- en skopgraafstele aan die Departement van Gevangenisse, Pretoria. Tender No. S.O. 1589.

Verskaffing van motors en sentrifugaalpomp aan die Afdeling Grond- en Veldbewaring, Pretoria. Tender No. S.O. 1590.

Verskaffing van ontploffingstowwe gedurende die tydperk 1 Maart 1944 tot 28 Februarie 1945. Tender No. S.O. 1591.

Verskaffing van suymasjiene aan die Departement van Naturellesake. Tender No. S.O. 1592.

Verskaffing van ploeg aan die Loskop-nedersetting. Tender No. S.O. 1593.

Verskaffing van verf aan die Ambagskool, Potchefstroom. Tender No. S.O. 1594.

Verskaffing van papiersakkies („Viking" of soortgelyk) aan die Hartebeestpoort-proefstasie. Tender No. S.O. 1595.

Verskaffing van fotografiese materiaal aan die Grootfonteinse Landboukollege, Middelburg, K.P. Tender No. S.O. 1596.

Verskaffing van staal gedurende die tydperk 1 Januarie tot 30 Junie 1944. Tender No. S.O. 1598.

Tenders ingewag tot 9-uur vm., 6 Januarie 1944.

Lewering van onderbroekies aan die Interneringskampe. Tender No. S.O. 630.

Verskaffing van motors aan die Alluviale Staatsdelwery, Alexanderbaai. Tender No. S.O. 1600.

Verskaffing van koelkas aan die Onderstepoort-laboratorium. Tender No. S.O. 1601.

Verskaffing van „Panchromaties" negatiewe film aan die Departement van Onderwys, Pretoria. Tender No. S.O. 1602.

Verskaffing van een gallon loodplaatblikke aan die Onderstepoort-laboratorium. Tender No. S.O. 1603.

Boor van boorgate vir die Departement van Naturellesake, Pretoria, Brits en Hammanskraal. Tender No. S.O. 1604.

Verskaffing van vleismeule en skaal aan die Laetemperatuur-navorsingslaboratorium, Kaapstad. Tender No. S.O. 1606.

Verskaffing van X-straaltoebehore aan die Koning George V-hospitaal, Durban. Tender No. S.O. 1607.

Verskaffing van kafsnymasjien aan die Rietvlei-navorsingstasie. Tender No. S.O. 1608.

Verskaffing van vensters, timmerhout, boumateriaal, ens., aan die Hereford-nedersetting. Tender No. S.O. 1609.

Verskaffing van windas, katrolle, staaltou, ens., aan die Staatsaagmeule, Entabeni. Tender No. S.O. 1610.

Tenders ingewag tot 9-uur vm., 13 Januarie 1944.

Lewering van kruideniersware (Deel I-items) aan inrigtings in die Provinsies O.V.S. en Natal. Tender No. S.O. 201.

★ Lewering van kraalmis aan die Superintendent van Tuine, Pretoria. Tender No. S.O. 216.

★ Lewering van dekens, gordynmateriaal, matrasse, kussings, ens., aan die Handelskool, Potchefstroom. Tender No. S.O. 631.

★ Verskaffing van landbouimplemente aan die Pongola-nedersetting. Tender No. S.O. 1613.

★ Koop van staaldraadtou-afval van die Departement van Mynwese gedurende die tydperk 1 Januarie 1944 tot 31 Desember 1944. Tender No. S.O. 1614.

★ Verskaffing van spitvurke aan die Departement van Gevangenisse, Pretoria. Tender No. S.O. 1615.

★ Verskaffing van skoesel en kamaste gedurende die tydperk 1 Januarie 1944 tot 30 Junie 1944. Tender No. S.O. 1616.

★ Verskaffing van entstofbottels aan die Onderstepoort-laboratoruim. Tender No. S.O. 1617.

★ Verskaffing van skotskarre aan die Departement van Naturellesake, Potgietersrust. Tender No. S.O. 1618.

★ Verskaffing van kruiwaens, gereedskap, ens., aan die Vaal-Hartz-nedersetting. Tender No. S.O. 1619.

Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

Verskaffing van diesel-lokomotief, transformator, ens., aan die Alluviale Staatsdelwery, Alexanderbaai. Tender No. S.O. 1611.

Tenders ingewag tot 9-uur vm., 23 Maart 1944.

Tender Forms obtainable from:
Secretary, P.W.D., Pretoria (Room 510, Phone 2-4723/4).
Services:
Supply of standard type office furniture (in wood) for P.W.D. Stores, Johannesburg, T.P. Tender No. P.W.D. S.67.
Tenders due 9 a.m., 13th January, 1944.

Supply of paints, etc., for P.W.D. Stores, Pretoria T.P. Tender No. P.W.D. S.69.
Tenders due 9 a.m., 20th January, 1944.

Tender Forms obtainable from:
Secretary, P.W.D., Pretoria (Room 513, Phone 2-4911).
Services:
✱ Supply of safes for Public Works Department, various centres. Tender No. P.W.D. S.68.
Tenders due 9 a.m., 27th January, 1944.

Tender Forms obtainable from:
Secretary, P.W.D., Pretoria (Room 521, Phone 2-6924).
Services:
✱ Supply and delivery of paints and oil to the Valkenburg Mental Hospital, Observatory, C.P. Tender No. P.W.D. 27.
✱ Supply and delivery of builders' materials, windows, frames, doors, hardware, paints, damp course, etc., for Diepkloof Reformatory, T.P. Tender No. P.W.D. 32.
Tenders due 9 a.m., 20th January, 1944.

Tender Forms obtainable from:
The District Stores Superintendents, Johannesburg, Cape Town, Port Elizabeth, Durban and Bloemfontein.
The Divisional Controller, Post Office, Pietermaritzburg.
The Controller of Post Office Stores, Room 77, General Post Office Annexe, Pretoria.
Services:
Supply of carbon brushes. Post Office Tender No. 167.
✱ Supply of manhole covers and frames. Post Office Tender No. 171.
Tenders due 9 a.m., 20th January, 1944.

✱ Supply of lead sleeves. Post Office Tender No. 169.
✱ Supply of two electrically driven air compressors. Post Office Tender No. 170.
Tenders due 9 a.m., 27th January, 1944.

Tender Forms obtainable from:
The District Stores Superintendents, Johannesburg, Cape Town, Port Elizabeth, Durban and Bloemfontein.
The Divisional Controller, Post Office, Pietermaritzburg
The Controller of Post Office Stores, Room A. 509, General Post Post Office Annexe, Pretoria.
Services:
Supply of steel stands, trays and trolleys. Post Office Tender No. 168.
Tenders due 9 a.m., 6th January, 1944.

Tender Forms obtainable from:
Controller of Stores, Irrigation Department, P.O. Box 277, Pretoria.
Circle Engineer, Irrigation Department, P.O. Box 23, Cape Town.
Circle Engineer, Irrigation Department, P.O. Box 1018 Durban.
Circle Engineer, Irrigation Department, P.O. Box 3020, Port Elizabeth.
Services:
✱ Supply of six windmill pumping plants. Irrigation Tender No. 445.
Tenders due 9 a.m., 20th January, 1944.

✱ Supply of 12 pneumatic wheeled heavy goose necked trailers. Irrigation Tender No. 439.
Tenders due 9 a.m., 30th March, 1944.

Tender Forms obtainable from:
Controller of Stores, Irrigation Department, P.O. Box 277, Pretoria.
Services:
Supply of eight baths. Irrigation Tender No. 440.
✱ Supply of 100 bedsteads and mattresses. Irrigation Tender No. 444.
Tenders due 9 a.m., 20th January, 1944.

Tender Forms obtainable from:
The Government Printer, Pretoria.
Services:
Supply of sensitized photographic paper and developer for plan production during the period 1st April, 1944, to 31st March, 1945. Tender No. G.P.-S. 26.
Tenders due 9 a.m., 24th February, 1944.

✱ Supply of stationery for a period of one year as from the 1st April, 1944. Tender No. G.P.-S. 25.
Tenders due 9 a.m., 2nd March, 1944.

Tenders to be addressed to: The Chairman, Union Tender and Supplies Board, 271 Visagie Street (P.O. Box 371), Pretoria.

Separate tenders are required to be submitted for each service and must be superscribed with the name of service to which it refers.

All tenders should be on the Departmental Tender Form which must be duly filled up and completed in all particulars The Board does not bind itself to accept the lowest or any tender.

Tendervorms verkrygbaar by:
Sekretaris, D.P.W., Pretoria (Kamer 510, Foon 2-4723/4).
Dienste:
Lewering van standaardtipe houtmeubels vir kantore, Pakhuis, D.P.W., Johannesburg, T.P. Tender No. D.P.W. S.67.
Tenders ingewag tot 9-uur vm., 18 Januarie 1944.

Lewering van verf, ens., vir die Pakhuis, D.P.W., Pretoria, T.P. Tender No. D.P.W. S.69.
Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

Tendervorms verkrygbaar by:
Sekretaris, D.P.W., Pretoria (Kamer 513, Foon 2-4911).
Dienste:
✱ Lewering van brandkaste vir die Departement van Publieke Werke, verskillende sentrums. Tender No. D.P.W. S.68.
Tenders ingewag tot 9-uur vm., 27 Januarie 1944.

Tendervorms verkrygbaar by:
Sekretaris, D.P.W., Pretoria (Kamer 521, Foon 2-6924).
Dienste:
✱ Lewering en aflewering van verf en olie aan die Sielsiekehospitaal, Valkenburg, Observatory, K.P. Tender No. D.P.W. 27.
✱ Lewering en aflewering van bouaannemersmateriaal, vensters, kosyne, deure, ysterware, verf, vogwerende lae, ens., vir die Diepkloof-verbeteringsinrigting, T.P. Tender No. D.P.W. 32.
Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

Tendervorms verkrygbaar by:
Die Distriksmagasynsuperintendente, Johannesburg, Kaapstad, Port Elizabeth, Bloemfontein en Durban.
Die Afdelingskontroleur, Poskantoor, Pietermaritzburg
Die Kontroleur van Posvoorrade, Kamer 77, Hoofposkantoorbygebou, Pretoria.
Dienste:
Lewering van koolborsels. Poskantoor Tender No. 167.
✱ Lewering van mangatrame en -deksels. Poskantoor Tender No. 171.
Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

✱ Lewering van loodmowwe. Poskantoor Tender No. 169.
✱ Lewering van twee elektries-aangedrewe lugdrukmasjiene. Poskantoor Tender No. 170.
Tenders ingewag tot 9-uur vm., 27 Januarie 1944.

Tendervorms verkrygbaar by:
Die Distriksmagasynsuperintendente, Johannesburg, Kaapstad, Port Elizabeth, Bloemfontein en Durban.
Die Afdelingskontroleur, Poskantoor, Pietermaritzburg.
Die Kontroleur van Posvoorrade, Kamer A. 509, Hoofposkantoorbygebou, Pretoria.
Dienste:
Lewering van staalstanders, trôe en stootwaentjies. Poskantoor Tender No. 168.
Tenders ingewag tot 9-uur vm., 6 Januarie 1944.

Tendervorms verkrygbaar by:
Kontroleur van Voorrade, Besproeiingsdepartement, Posbus 277, Pretoria.
Seksie-ingenieur, Besproeiingsdepartement, Posbus 23, Kaapstad.
Seksie-ingenieur, Besproeiingsdepartement, Posbus 3020, Port Elizabeth.
Seksie-ingenieur, Besproeiingsdepartement, Posbus 1018, Durban.
Dienste:
✱ Lewering van ses windmeulpomptoestelle. Besproeiingstender No. 445.
Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

✱ Lewering van 12 swaar swanehalssleepwaens met pneumatiese wiele. Besproeiingstender No. 439.
Tenders ingewag tot 9-uur vm., 30 Maart 1944.

Tendervorms verkrygbaar by:
Kontroleur van Voorrade, Besproeiingsdepartement, Posbus 277, Pretoria.
Dienste:
Lewering van agt baddens. Besproeiingstender No. 440.
✱ Lewering van 100 katels en matrasse. Besproeiingstender No. 444.
Tenders ingewag tot 9-uur vm., 20 Januarie 1944.

Tendervorms verkrygbaar by:
Die Staatsdrukker, Pretoria.
Dienste:
Lewering van gevoelige fotografiese papier en ontwikkelaar vir die afdruk van planne gedurende die tydperk 1 April 1944 tot 31 Maart 1945. Tender No. G.P.-S. 26.
Tenders ingewag tot 9-uur vm., 24 Februarie 1944.

✱ Lewering van skryfbehoeftes vir 'n tydperk van een jaar vanaf 1 April 1944. Tender No. G.P.-S. 25.
Tenders ingewag tot 9-uur vm., 2 Maart 1944.

Tenders moet gerig word aan die Voorsitter, Unieraad vir Tenders en Leweransies, Visagiestraat 271 (Posbus 371), Pretoria.

Afsonderlike tenders word verlang vir elke diens en hulle moet die naam van die betrokke diens as opskrif dra.

Alle tenders moet volledig op die tendervorm van die Departement ingevul wees. Die Raad verbind hom nie om die laagste of enige tender aan te neem nie.

TENDERS FOR SURVEY INSTRUMENTS.

Service and Period.	Department or Institution.	Tender Forms and Particulars Obtainable from.	Tenders Due at or Before 11 a.m. on Undermentioned Date.	Tenders Binding for the Undermentioned Period from Date of Opening.
Supply of tacheometers, levels and levelling staves	Provincial Roads Department.	Provincial Roads Engineer, P.O. Box 417, Pietermaritzburg	Wed., 5/1/44	42 days.

TENDERS VIR OPMETINGSINSTRUMENTE.

Diens en tydperk.	Departement of inrigting.	Tendervorms en besonderhede verkrygbaar van	Tenders moet ingedien word om of voor 11 v.m. op ondervermelde datum.	Tenders bindend vir ondervermelde tydperk vanaf openingsdatum daarvan.
Lewering van agstandsmeters waterpasse en nivelleerstawe	Provinsiale Departement van Paaie	Provinsiale Padingenieur, Posbus 417, Pietermaritzburg	Woens., 5/1/44	42 dae.

NOTICE TO CONTRACTORS.

Tenders are hereby invited for the following services:—

Service, District and Province.	Documents Available for Issue to Contractors.	Where Obtainable.	Date Documents are Available.	Conditions of Contracts, Drawings and Specifications may be inspected at the following Offices.	Tenders due 9 a.m.
Post Office, Rustenburg, T.P. Tender No. P.W.D. 20	Tender Forms, drawings, specifications and bills of quantities	Secretary, P.W.D., Pretoria (Room 521, Phone 2-6924)	1943. 31st Dec.	Secretary, P.W.D., Pretoria (Room 521, Phone 2-6924)	1944 20th Jan.

Tenders to be addressed to The Chairman, Union Tender and Supplies Board, P.O. Box 371, Pretoria.
On request, documents are obtainable in either of the official languages.
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.
Separate tenders are required to be submitted for each work and must be superscribed with the name of service to which they refer.
All tenders should be on the Departmental Tender Form, which must be duly filled up and completed in all particulars. The Board does not bind itself to accept the lowest or any tender.

KENNISGEWING AAN KONTRAKTEURS.

Tenders word hierby gevra vir die onderstaande dienste:—

Diens, Distrik en Provinsie.	Dokumente verkrygbaar vir uitreiking aan Kontrakteurs.	Waar verkrygbaar.	Datum waarop dokumente verkrygbaar is.	Kontrakvoorwaardes, tekeninge en spesifikasies ter insae op onderstaande kantore.	Tenders ingewag tot 9 vm.
Poskantoor, Rustenburg, T.P. Tender No. D.P.W. 20	Tendervorms, tekeninge, spesifikasies en lyste van hoeveelhede	Sekretaris, D.P.W., Pretoria (Kamer 521, Foon 2-6924)	1943. 31 Des.	Sekretaris, D.P.W., Pretoria (Kamer 521, Foon 2-6924)	1944. 20 Jan.

Tenders moet geadresseer word aan Die Voorsitter, Unieraad vir Tenders en Leweransies, Posbus 371, Pretoria.
Op aanvraag is dokumente verkrygbaar in een van beide offisiële tale.
Vir elke diens moet 'n bedrag van £2, of 'n kwitansie vir kontante betaling, of tjek deur die bank geparafeer, gedeponeer word wat terugbetaal sal word, mits 'n bona fide tender ingestuur word en planne en spesifikasies aan die Departement van Publieke Werke terugbesorg word.
Afsonderlike tenders word verlang vir elke werk en op die koevert moet die naam van die diens vermeld word waarop dit betrekking het.
Alle tenders moet op die tendervorm van die Departement wees en moet behoorlik alle besonderhede bevat. Die Tenderraad verbind hom nie om die laagste of enige tender aan te neem nie.

OFFICE OF THE DIRECTOR-GENERAL OF SUPPLIES.

SUPPLY AND DELIVERY OF THE UNDERMENTIONED COMMODITIES.

Tenders are hereby invited for the supply on the basis f.o.r. seller's nearest railway station of the undermentioned commodities for the Department of Defence to various Defence Supply Depôts for the period 1st April 1944 to 30th September 1944.

Enquiry No.—
D.G.S./AFS 934 J. Bacon.
D.G.S./AFS 935 J. Oats (breakfast) oatmeal, breakfast foods and pearl barley.
D.G.S./AFS 936 J. Kaffir-corn meal, soya bean meal, kaffir beans, dried beans, dried peas, lentils, mabela (malted).
D.G.S./AFS 937 J. Jelly crystals, gelatine, custard powder, herbs and spices, cornflour, peaflour, bicarbonate of soda, baking powder, flavouring essences, invalid foods.
D.G.S./AFS 938 J. Chutney pickles, tomato sauce, Worcester sauce, lemon or orange squash, lime juice.
D.G.S./AFS 939 J. Coffee.
D.G.S./AFS 940 J. Honey and moskonfyt.
D.G.S./AFS 941 J. Peanut butter.
D.G.S./AFS 943 J. Macaroni, vermicelli, spaghetti.
D.G.S./AFS 944 J. Kaffir-corn malt.
D.G.S./AFS 945 J. Paper bags.
D.G.S./AFS 946 J. Firewood.
D.G.S./AFS 947 J. Pudding powders.
D.G.S./AFS 949 J. Vegetable extract.
D.G.S./AFS 950 J. Pepper.
D.G.S./AFS 953 J. Slaked and unslaked lime, chloride of lime.

Copies of inquiry documents may be obtained on application to the Director-General of Supplies, Escom House, Rissik Street (P.O. Box 8647), Johannesburg.

Tenders are due by not later than 11.30 a.m. on Saturday, the 15th January, 1944.

OFFICE OF THE DIRECTOR-GENERAL OF SUPPLIES.

* SUPPLY AND DELIVERY OF PROVISIONS, DAIRY PRODUCTS, VEGETABLES, FUEL, ETC.

Tenders are hereby invited for the supply and delivery into store of provisions, dairy products, vegetables, Fuel, etc., for the Department of Defence at various Defence Supply Depots in the Union of South Africa and South West Africa as listed hereunder:—

Enquiry Nos.	*Covering various defence supply depots situated in:*
D G.S./AFS. 1002.J.—1027.J.	Cape Province, Natal, South West Africa.
D G.S./AFS. 1028.J.—1049.J.	Transvaal, Orange Free State.

Copies of Enquiry Documents may be obtained on application to the Director-General of Supplies, Escom House, Rissik Street (P.O. Box 8647), Johannesburg.

Tenders are due by not later than 11.30 a.m. on Thursday, 20th January, 1944.

KANTOOR VAN DIE DIREKTEUR-GENERAAL VAN VOORRADE.

VERSKAFFING EN AFLEWERING VAN ONDERGENOEMDE GOEDERE.

Tenders word hiermee gevra vir die verskaffing van ondergenoemde goedere op 'n basis vry op spoor by die verkoper se naaste spoorwegstasie vir die Departement van Verdediging by verskillende Verdediging Voorraaddépôts vir die tydperk 1 April 1944 tot 30 September 1944.

Navraag No.—
D.G.S./AFS 934 J. Spek.
D.G.S./AFS 935 J. Hawermout, hawermeel, ontbytvoedsel en gort.
D.G.S./AFS 936 J. Kafferkoringmeel, sojaboontjiemeel, kafferboontjies, droëboontjies, droëertjies, lensies, gemoute mabela.
D.G.S./AFS 937 J. Sjeleipoeier, gelatienpoeier, vlapoeier, kruie, speserye, mieliemeelblom, ertjiemeelblom, koeksoda, bakpoeier, geursoesenses, voedsel vir invalides.
D.G.S./AFS 938 J. Blatjang, atjar, tamatiesous, Worcestersous, lemoen- en suurlemoensap, lemmetjiesap.
D.G.S./AFS 939 J. Koffie.
D.G.S./AFS 940 J. Heuning en moskonfyt.
D.G.S./AFS 941 J. Grondboontjiebotter.
D.G.S./AFS 943 J. Macaroni, vermicelli, spaghetti.
D.G.S./AFS 944 J. Kafferkoringmout.
D.G.S./AFS 945 J. Papiersakke.
D.G.S./AFS 946 J. Brandhout.
D.G.S./AFS 947 J. Poedingpoeiers.
D.G.S./AFS 949 J. Groente-ekstrak.
D.G.S./AFS 950 J. Peper.
D.G.S./AFS 953 J. Gebluste kalk, ongebluste kalk, chloorkalk.

Kopieë van navraagdokumente kan op aansoek verkry word by die Direkteur-Generaal van Voorrade, Escom-huis, Rissikstraat (Posbus 8647), Johannesburg.

Tenders word ingewag tot om 11.30 vm. op Saterdag 15 Januarie 1944

24-31-7-14

KANTOOR VAN DIE DIREKTEUR-GENERAAL VAN VOORRADE.

* VERSKAFFING EN AFLEWERING VAN VOEDSELWARE, SUIWELPRODUKTE, GROENTE EN BRANDSTOF, ENS.

Tenders word hiermee gevra vir die verskaffing en aflewering van voedselware, suiwelprodukte, groente en brandstof, ens., vir die Departement van Verdediging by verskillende voorraaddépôts in die Unie van Suid-Afrika en Suidwes Afrika, as volg:—

Navrae Nos.	*In verband met verskeie Verdedigingsvoorraaddépôts geleë in:*
D.G.S./AFS. 1002.J.—1027.J.	Kaapprovinsie, Natal en Suidwes-Afrika.
D.G.S./AFS. 1028.J.—1049.J.	Transvaal en Oranje-Vrystaat.

Kopieë van navraagdokumente kan op aansoek verkry word by die Direkteur-generaal van Voorrade, Escom-huis, Rissikstraat, Posbus 8647, Johannesburg.

Tenders word ingewag tot om 11.30 vm. op Donderdag, 20 Januarie 1944. 31-7-14

SOUTH AFRICAN RAILWAYS AND HARBOURS.

✱ TENDER FOR THE SUPPLY OF:—

RAW COFFEE BEANS.

Tenders will be received by the Secretary to the Tender Board, South African Railways Headquarter Offices, Johannesburg, not later than 1 p.m., on the following date for the supply of the abovementioned:—

Tender 4263: 10th January, 1944.

Forms of Tender, with full particulars, may be obtained from the Railway Stores, Salt River, Uitenhage, East London, Durban, Bloemfontein, Pretoria and the Office of the Chief Stores Superintendent, Headquarter Offices, Johannesburg.

The Administration does not bind itself to accept the lowest or any tender.

Johannesburg.

UNION EDUCATION DEPARTMENT.

Applications are invited from suitably qualified candidates for appointment as instructress in nursery education at the schools of industries for girls at (1) Standerton and (2) Tempe, under the control of the Union Education Department.

The salary scale applicable is £170×£10—£340×£10—£400, and candidates are granted commencing salaries according to the value of their qualifications as follows:—

Commencing Salary.	*Qualifications.*
£220 per annum ...	A university degree plus a professional teacher's certificate.
£220 per annum ...	A matriculation certificate or its equivalent, plus one or more professional certificates involving a training course or courses of altogether not less than three years.
£170 per annum ...	Matriculation or an equivalent certificate, plus a professional teacher's certificate involving a two years' course.

Physical education, sport, music and singing will be a recommendation.

Appointment will be on 12 months' probation and subject to the production of satisfactory certificates of birth and health.

Applications, which must be submitted on the prescribed form (U.E. 43) must contain full particulars in regard to training, qualifications, experience, etc. Application forms are obtainable from the Secretary, Union Education Department, New Standard Bank Buildings, Pretoria, and the completed forms must be forwarded to the Secretary so as to reach him on or before the 15th January, 1944.

Only certified copies of certificates and testimonials should be submitted in the first instance.

Previous unbroken permanent service under a provincial education department will be recognised for salary, leave and pension purposes, provided the appointment can be arranged without a break in service.

UNION EDUCATION DEPARTMENT.

Applications are invited from suitably qualified candidates for appointment as female teacher at the Commercial High School, Potchefstroom, under the control of the Union Education Department.

The salary scale applicable is £170×£10—£340×£10—£400, and candidates are granted commencing salaries according to the value of their qualifications as follows:—

Commencing Salary.	*Qualifications.*
£220 per annum	A university degree plus a professional teacher's certificate.
220 per annum	A matriculation certificate or its equivalent, plus one or more professional certificates involving a training course or courses of altogether not less than three years.
170 per annum	Matriculation or an equivalent certificate, plus a professional teacher's certificate involving a two years' training course.

Candidates must be qualified to teach English as a major subject. Ability to teach one or more commercial subjects and to assist with physical education, sport, singing and music will be recommendations.

Appointment will be on 12 months' probation and subject to the production of satisfactory certificates of birth and health.

Applications which must be submitted on the prescribed form (U.E. 43) must contain full particulars in regard to training, qualifications, experience, etc. Application forms are obtainable from the Secretary Union Education Department, New Standard Bank Buildings, Pretoria, and the completed forms must be forwarded to the Secretary so as to reach him on or before the 15th January, 1944.

Only certified copies of certificates and testimonials should be submitted in the first instance.

Previous unbroken permanent service under a provincial education department will be recognised for salary, leave and pension purposes, provided the appointment can be arranged without a break in service.

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SUID-AFRIKAANSE SPOORWEE EN HAWENS.

✱ TENDERS WORD INGEWAG VIR DIE VERSKAFFING VAN:—

ROU KOFFIEBOONTJIES.

Tenders vir die verskaffing van bostaande sal deur die Sekretaris van die Tenderraad, Hoofkantoor van die Suid-Afrikaanse Spoorwee en Hawens, Johannesburg, tot om 9.30 vm., op die volgende datum ingewag word:—

Tender 4263: 10 Januarie 1944.

Tendervorms, tesame met volledige besonderhede kan van die Spoorwegmagasyne Soutrivier, Uitenhage, Oos-Londen, Bloemfontein, Durban, Pretoria, en die kantoor van die Hoofmagasynsuperintendent, Parkgebou, Johannesburg, verkry word.

Die Administrasie is nie verplig om die laagste of enige tender aan te neem nie.

Johannesburg. 9642-31

UNIE-ONDERWYSDEPARTEMENT.

Aansoeke word ingewag van behoorlik gekwalifiseerde kandidate vir aanstelling as instruktrise van kleuteronderwys aan die nywerheidskole vir meisies (1) te Standerton en (2) te Tempe, onder beheer van die Unie-Onderwysdepartement.

Die salarisskaal aan die betrekking verbonde is £170×£10—£340×£10—£400, en aanvangsalarisse word as volg aan kandidate toegeken volgens die waarde van hul kwalifikasies:

Aanvangsalaris.	*Kwalifikasies.*
£220 per jaar ...	'n Universiteitsgraad plus 'n professionele onderwysersertifikaat.
£220 per jaar ...	'n Matrikulasie- of daarmee gelykstaande sertifikaat, plus een of meer professionele sertifikate waarvoor 'n opleidingskursus of -kursusse van altesame minstens drie jaar vereis word.
£170 per jaar ...	'n Matrikulasie- of daarmee gelykstaande sertifikaat, plus 'n professionele onderwysersertifikaat waarvoor 'n tweejarige kursus vereis word.

Liggaamlike opvoeding, sport, sang en musiek sal 'n aanbeveling wees.

Aanstelling geskied op 12 maande proef en is onderworpe aan die indiening van bevredigende geboorte- en gesondheidsertifikate.

Aansoeke moet op die voorgeskrewe vorm (U.E. 43) ingedien word en moet volledige besonderhede omtrent opleiding, kwalifikasies, ervaring, ens., bevat. Die aansoekvorms is verkrygbaar van die Sekretaris, Unie-Onderwysdepartement, Nuwe Standaardbankgebou, Pretoria, en die ingevulde vorms moet aan die Sekretaris gestuur word sodat dit hom voor of op 15 Januarie 1944 bereik.

Vireers moet net gewaarmerkte afskrifte van sertifikate en getuigskrifte ingedien word.

Vorige aaneenlopende permanente diens in 'n provinsiale onderwysdepartement sal vir salaris-, verlof- en pensioendoeleindes erken word, mits die aanstelling sonder 'n onderbreking van diens gereël kan word. 24-31-7

UNIE-ONDERWYSDEPARTEMENT.

Aansoeke word ingewag van behoorlik gekwalifiseerde kandidate vir aanstelling as onderwyseres aan die Hoër Handelskool, Potchefstroom, onder beheer van die Unie-onderwysdepartement.

Die salarisskaal aan die betrekking verbonde is £170×£10—£340×£10—£400 en aanvangsalarisse word as volg aan kandidate toegeken volgens die waarde van hul kwalifikasies:—

Aanvangsalaris.	*Kwalifikasies.*
£220 per jaar	'n Universiteitsgraad plus 'n professionele onderwysersertifikaat.
220 per jaar	'n Matrikulasie- of daarmee gelykstaande sertifikaat, plus een of meer professionele sertifikate waarvoor 'n opleidingskursus of -kursusse van altesame minstens drie jaar vereis word.
170 per jaar	'n Matrikulasie- of daarmee gelykstaande sertifikaat, plus 'n professionele onderwysersertifikaat waarvoor 'n tweejarige opleidingskursus vereis word.

Kandidate moet bevoeg wees om Engels as hoofvak te doseer. Bekwaamheid om onderrig te gee in een of meer handelsvakke, en om behulpsaam te wees met liggaamlike opvoeding, sport, sang en musiek sal aanbevelings wees.

Aanstelling geskied op 12 maande proef en is onderworpe aan die indiening van bevredigende geboorte- en gesondheidsertifikate.

Aansoeke moet op die voorgeskrewe vorm (U.E. 43) ingedien word en moet volledige besonderhede omtrent opleiding, kwalifikasies, ervaring, ens., bevat. Die aansoekvorms is verkrygbaar van die Sekretaris, Unie-Onderwysdepartement, Nuwe Standaardbankgebou, Pretoria, en die ingevulde vorms moet aan die Sekretaris gestuur word sodat dit hom voor of op 15 Januarie 1944 bereik.

Vireers moet net gewaarmerkte afskrifte van sertifikate en getuigskrifte ingedien word.

Vorige aaneenlopende permanente diens in 'n provinsiale onderwysdepartement sal vir salaris-, verlof- en pensioendoeleindes erken word, mits die aanstelling sonder 'n onderbreking van diens gereël kan word. 24-31-7

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PATENT AND TRADE MARKS OFFICE.

OFFICIAL NOTICES FOR PROCEEDINGS UNDER THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916, FOR THE WEEK ENDED 24TH DECEMBER, 1943.

NOTE.—*The Patent and Trade Marks Office does not guarantee the accuracy of its publications or undertake any responsibility for errors or omissions or their consequences.*

PATENT- EN HANDELSMERKEKANTOOR.

OFFISIËLE KENNISGEWINGS VAN SAKE BEHANDEL INGEVOLGE DE PATENTEN, MODELLEN, HANDELSMERKEN EN OUTEURSREGT WET 1916, VIR DIE WEEK EINDIGENDE 24 DESEMBER 1943.

NOTA.—*Die Patent- en Handelsmerkekantoor kan die juistheid van sy mededelings nie waarborg nie, en aanvaar geen aanspreeklikheid vir onjuistheide of weglatings of die gevolge daarvan.*

O. E. MORRIS,
Registrar of Patents and Trade Marks.
Registrateur van Patente en Handelsmerke.

WARNING.

The public is warned that entries in the *Government Gazette* under the following headings:—

Patent Applications Abandoned (Complete specification not filed within 9 months);
Patent Applications Void (Applications not in order within 12 months);
Patent Applications in respect of which complete specifications have been accepted but on which no patents will be sealed;
Patents and Trade Marks Void through non-payment of renewal fees;

are not necessarily final, as under section *eight* of the Patents, Designs, Trade Marks and Copyright Emergency Regulations, published under Proclamation No. 30 of 1940, dated 16th February, 1940, the Registrar may, in certain cases, extend the time limited by the Patents, Designs, Trade Marks and Copyright Act, 1916, for doing any act

WAARSKUWING.

Die publiek word gewaarsku dat inskrywings in die *Staatskoerant* onder die volgende hoofde:—

Patente Applikasies verval (Volledige spesifikasie nie binne 9 maande ingedien nie);
Patente Applikasies ongeldig (Applikasie nie in orde binne 12 maande);
Patente Applikasies ten opsigte waarvan volledige spesifikasies aangeneem is dog waarop geen patente geseël sal word nie;
Patente en Handelsmerke vervalle omdat die hernuwingsfooie nie betaal is nie;

nie noodsaaklik finaal is, daar die Registrateur, kragtens artikel *agt* van die Patente, Modelle, Handelsmerke en Outeursreg Noodtoestandregulasies, gepubliseer onder Proklamasie No. 30 van 1940 en gedateer 16 Februarie 1940, in sekere gevalle die tyd deur die Patente, Modelle, Handelsmerke en Outeursreg Wet, 1916, vasgestel vir die uitvoering van enige handeling mag verleng

INSPECTIONS OF SPECIFICATIONS.

Complete specifications after acceptance is advertised may be inspected during office hours at the Patent Office, Pretoria, at a charge of 1s. Typed copies of such specifications are obtainable on payment of 1s. per hundred words.

Photostat copies of specifications and drawings are obtainable from the Patent Office on payment of 1s. 6d. per page.

ONDERSOEK VAN SPESIFIKASIES.

Volledige spesifikasies, na die aanneming gepubliseer is, mag gedurende kantoorure by die Patentkantoor, Pretoria, ondersoek word teen betaling van 1s. Getikte afskrifte van sodanige spesifikasies is verkrygbaar op betaling van 1s. per honderd woorde.

Fotostaat-kopieë van spesifikasies en tekeninge is verkrygbaar van die Patentkantoor teen betaling van 1s. 6d. per bladsy.

COMPLETE SPECIFICATIONS ACCEPTED

Complete specifications in respect of the undermentioned application 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 three months after advertisement of the acceptance of a complete specification but the periods may be enlarged by the Registrar.

VOLLEDIGE SPESIFIKASIES AANGENEEM.

Volledige spesifikasies ten opsigte van onderstaande aansoeke om patentbriewe is deur die Registrateur van Patente aangeneem. Iedereen kan binne die voorgeskrewe tyd by die Patentkantoor in die voorgeskrewe vorm kennis gee van beswaar teen die toekenning van 'n patent. Die voorgeskrewe tyd is drie maande na advertensie van die aanneming van 'n volledige spesifikasie, maar die tyd kan deur die Registrateur verleng word.

No. *No.*	Date of Application. *Datum van Aansoek.*	Date of Acceptance. *Datum van Aanname.*	Name of Applicant. *Naam van Applikant*	Address *Adres*	Title of Invention. *Aard van Uitvinding*
102	9/2/43	10/12/43	Willem Hendrik Brummer, trading as J. P. S. Brummer & Son	9–11 Donkin Street, Graaff-Reinet, Cape Province, Union of South Africa	Improvements in coffin handles.
165	1/3/43	10/12/43	Johan Abram Papenfus.....	Chrysella Court, 20 Kapteijn Street, Hillbrow, Johannesburg, Transvaal Province, Union of South Africa	Improvements in hydraulic classifiers.
229	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements in or relating to the joining of wires, particularly fine wires used in the manufacture of electric coils.
230	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements in or relating to generators of electric oscillations.
231	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements relating to radio beacons.
232	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Selector switch for tele-communication systems.
233	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements in arrangements for eliminating unwanted signals in a radio navigational system.
234	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements in or relating to electric measuring instruments.
235	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Escapement-type switch.
236	16/3/43	24/12/43	Standard Telephones and Cables, Limited	Connaught House, 63 Aldwych, London, W.C. 2, England	Improvements in or relating to railway signal and/or points control systems.
246	17/3/43	24/12/43	The Timken-Detroit Axle Company	Detroit, Michigan, United States of America	Improvements in or relating to driving arrangements for self-propelled vehicles.
342	30/3/43	24/12/43	Henry Adler.....	32 Second Avenue, Melville, Johannesburg..	Improvements in and relating to an automatic self-locking burglar-proof window screen, or shutter, and the like, and the method of firmly locking them into position irrespective of the number of screens with the aid of one lock and key.
914*	11/8/43	17/12/43	C.D. Patents, Limited.....	9 Rickett Street, Fulham, London, S.W. 6, England	The manufacture of moulded articles.
1009	31/8/43	24/12/43	Charles William Riley.....	E.S. & A. Bank Chambers, Creek Street, Brisbane, in the State of Queensland, Commonwealth of Australia	Improved method of and apparatus for applying a protective coating to cheese and the like.
1205	19/10/43	17/12/43	(1) Joseph Francis Strable.....	(1) Knightswood, Cobham Road, Strood, Kent, England	Improvements in and relating to covering buildings with impremeable coverings of cloth, felt or the like.
			(2) Gyproc Products, Limited.....	(2) 21 St. James's Square, London, S.W. 1, England	
1206	19/10/43	17/12/43	(1) Telephone Manufacturing Company, Limited (2) Bernard Drake.....	(1) Hollingsworth Works, Martell Road, West Dulwich, London, S.E. 21, England (2) 66 Rochester Avenue, Bromley, in the County of Kent, England	Improvements in and relating to electric frequency-dividing systems.

* Patent of addition to No. 725/43.

No. *No.*	Date of Application. *Datum van Aansoek.*	Date of Acceptance. *Datum van Aanname.*	Name of Applicant. *Naam van Applikant.*	Address. *Adres.*	Title of Invention. *Aard van Uitvinding.*
1221	22/10/43	17/12/43	George Paul Franz Kersten.....	52 Bath Avenue, Rosebank, Johannesburg, Transvaal, Union of South Africa	Improvements in and relating to the flocculation, coagulation or settling of ore pulps, sewage liquors; turbid waters, emulsions and like media.
1230	25/10/43	17/12/43	Reunert & Lenz, Limited.....	Beresford House, cor. Main and Simmonds Streets, Johannesburg, Transvaal	An improved strainer of separator, for use, e.g. in grading cereals.
1286	12/11/43	24/12/43	Colgate-Palmolive-Peet Company...	105 Hudson Street, Jersey City, New Jersey, United States of America	Treatment of fatty glycerides.
1290	15/11/43	24/12/43	Texaco Development Corporation..	100 West 10th Street, Wilmington, Delaware, United States of America	Improvements in or relating to modified otto cycle internal-combustion engines.
1293	15/11/43	24/12/43	Colgate-Palmolive-Peet Company...	105 Hudson Street, Jersey City, New Jersey, United States of America	Process and apparatus for treating fatty glycerides.
1294	15/11/43	24/12/43	Colgate-Palmolive-Peet Company...	105 Hudson Street, Jersey City, New Jersey, United States of America	Treating fatty glycerides.
1295†	15/11/43	24/12/43	Colgate-Palmolive-Peet Company...	105 Hudson Street, Jersey City, New Jersey, United States of America	Process for treating fatty glycerides.
1302	16/11/43	24/12/43	Horace Holman.....	Patiala Cement Company, Limited, Bhupendra Cement Sorks, Surajpur, Patiala State	Improved device or means for supporting the ropes or cables of aerial ropeways or the like.
1320	20/11/43	24/12/43	Geoffrey Herbert Cheesman.....	9 Compton Road, Wimbledon, London, S.W. 19, England	Improvements in or relating to the manufacture of concrete articles by extrusion.

† Patent of addition to No. 1293/43.

NOTE.—The date appearing after the number of a Trade Mark is that on which the application for registration was originally advertised in the *Gazette*.

LET WEL.—Die datum wat na die nommer van 'n Handelsmerk verskyn is dié waarop die aansoek vir registrasie oorspronklik in die *Staatskoerant* bekendgemaak was.

TRADE MARKS RENEWED.
(For week ending 24th December, 1943.)
HANDELSMERKE HERNUUD.
(Vir week eindigende 24 Desember 1943.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
691-2/30	3/10/30	Schweppes (South Africa) Limited.
694-5/30, 697/30 and 699-700/30	15/8/30	W. Playdon & Company (Proprietary) Limited.
707/30..	25/7/30	Brookes Lemos Limited.

TRADE MARKS REMOVED.
(For week ending 24th December, 1943.)
HANDELSMERKE VERWYDER.
(Vir week eindigende 24 Desember 1943.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
1372/29.	27/12/29	Bayer Pharma (Proprietary) Limited.
1375....	20/12/29	Staniform Limited.
1379/29.	20/12/29	Societe Les Parfums Guenoaux.
1386/29.	19/12/30	C. T Skelton & Co. Limited.
1387-8/29	19/12/29	C. T. Skelton & Co. Limited.
1390-2/29	20/12/29	Allen & Hanburys Limited.
1394-5/29	14/2/30	Tolhurst & Sons Limited.
1396/29.	14/2/30	Tolhurst & Sons Limited.
1397/29.	14/7/30	Tolhurst & Sons Limited.

UNPAID RENEWAL FEES.
(For week ending 24th December, 1943.)
ONBETAALDE HERNUWINGSGELDE.
(Vir week eindigende 24 Desember 1943.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
1580/29.	7/2/30	Crystallizers Limited.
1581/29.	14/3/30	Donaldson Manufacturing Company (1935) Limited.
1856-7/29	20/6/30	Burgess Ledward & Company Limited.
1591-2/29	7/2/30	The Surprise Soap Company (South Africa) Limited.
1594-6/29	7/2/30	The Surprise Soap Company (South Africa) Limited.
1599/29.	4/4/30	Osram G.m.b.H. Kommanditgesellschaft.
1599A/29	4/4/30	Osram G.m.b.H. Kommanditgesellschaft.
1601/29.	14/3/30	Benjamin Michael Woest, & Harry Heller.
1605/29.	21/2/30	Vacuum Oil Company of South Africa Limited.
1608/29.	21/2/30	The Surprise Soap Company (South Africa) Limited.
1609-10/29	21/2/30	The Surprise Soap Company (South Africa) Limited.
1611/29.	11/7/30	Robert Richard Pritchard.

THE TRADE MARKS OFFICE.

APPLICATION FOR THE REGISTRATION OF TRADE MARKS.

Any person who has ground for 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, as amended. The prescribed time is three months after the date of the advertisement in ordinary cases and six months in the case of persons overseas to whom marked gazettes are sent. These periods may on application be enlarged by the Registar.

Formal opposition should not be lodged until after notice has been given by letter to the applicant for registration so as to afford him an opportunity of withdrawing his Mark before the expense of preparing the Notice of Opposition is incurred. Failing such notice to the applicant an opponent may not succeed in obtaining an order for costs.

DIE HANDELSMERKEKANTOOR.

AANSOEKE OM DIE REGISTRASIE VAN HANDELSMERKE.

Iedereen wat besware het teen enige van die onderstaande merke kan binne die voorgeskrewe tyd op „Vorm H.M. No. 6", bevat in die Tweede Bylae van die „Handelsmerken Regels", 1917, soos gewysig, beswaar indien. Die voorgeskrewe tyd is drie maande na datum van advertensie in gewone gevalle en ses maande in die geval van persone oorsee aan wie gemerkte koerante gestuur is. Hierdie periode kan op applikasie deur die Registrateur verleng word.

Formele beswaar moet nie ingedien word nie voordat die applikant om registrasie per brief daarvan in kennis gestel is, teneinde hom in die geleentheid te stel om sy merk terug te trek voordat onkoste in verband met die opstel van 'n kennisgewing van beswaar aangeneem word. By gebreke van so'n kennisgewing aan die applikant, kan die koste teen die teenstander uitgewys word.

No. 1532/43, in Class 38, in respect of ladies' costumes, coats and jumper-suits and other outer garments for ladies' wear, in the name of G. Koch and Company (Proprietary) Limited, of 11/12 Yorkshire House, corner Marshall and Rissik Streets, Johannesburg, Transvaal.

Filed 25th November, 1943. 9581—31

Nos. 1181-2/43, respectively, No. 1181/43, in Class 3, in respect of face cream included in this class; and No. 1182/43, in Class 3, in respect of lotion and cream for skin and lemon cream for face, included in this class, in the name of Cyril Smiedt, of 56 Cross Street, Kroonstad, O.F.S.

No. 1181/43 **KREME TOKAI**

No. 1182/43 **KAPPOLINE**

Filed 2nd October, 1943. 9596—31

No. 1346/43, in Class 22, in respect of motor vehicles and parts thereof including chassis and parts thereof, included in this class, in the name of Mack Manufacturing Corporation, of 34th Street and 48th Avenue, Long Island City, State of New York, United States of America, a corporation organized under the laws of the State of Delaware. Address for service in the Union: Messrs. Fairbridge, Arderne & Lawton, 41 Parliament Street, Cape Town.

Mack

Application proceeded with by order of the Minister in terms of Section 99 (c) of Act No. 9 of 1916.

Filed 29th October, 1943. 9654—31

Nos. 1384-5/43, respectively; No. 1384/43, in Class 48, in respect of shampoos, solutions, dyes and other preparations for the hair included in this class; and No. 1385/43, in Class 6, in respect of machinery for permanent waving of hair and parts of such machinery included in such class, in the name of O'Melia Radium Steam Permanent Waving Company (Proprietary) Limited, of 31-33 Hout Street, Cape Town.

Nos. 1384-5/43 **O'MELIA**

By consent of the proprietors of Trade Marks Nos. 568/36, 244/37 and 294-5/35. No. 1385 associated with No. 1384/43.

9598—31

No. 595/43, in Class 38, in respect of women's and children's clothing, in the name of Alexander Sagov, 27 Castle Street, Cape Town, and 906 Ottawa House, President Street, Johannesburg, trading as Alexander Sagov.

DENISWEAR

Filed 14th June, 1943. 9678—31

No. 289/43, in Class 24, in respect of cotton piece goods, in the name of Worsnup & Hunt Limited, a British Company, of 66 Mosley Street, Manchester 2, England. Address for service: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.

COMMANDEX

Filed 30th March, 1943. 9677—31

RE RENEWAL OF TRADE MARKS—"NON-USER" DUE TO WAR CONDITIONS.

Registered proprietors are hereby informed that a trade mark will be renewed on receipt of a declaration of user up to at least the outbreak of the war, provided the declaration is amplified by a statement that user has ceased owing to war conditions, and that there is no intention of abandoning the mark.

INSAKE HERNUWING VAN REGISTRASIE VAN HANDELSMERKE—„NIE-GEBRUIK" WEENS OORLOGSTOESTANDE.

Geregistreerde eienaars word hierby meegedeel dat die registrasie van 'n handelsmerk hernu sal word by ontvangs van 'n verklaring dat die handelsmerk tot by die uitbreek van die oorlog gebruik is, met dien verstande dat die verklaring aangevul moet word deur daarin te meld dat die gebruik van die handelsmerk weens oorlogstoestande gestaak is, en dat daar geen plan bestaan om dit prys te gee nie.

The undertaker's business, hitherto carried on by HENRY VON DRESSELT as WARMBATHS UNDERTAKERS at Lot No. 473, Warmbaths, has been sold to GERHARDUS JACOBUS HUGO, with effect from the 1st January, 1944.

8342—17-24-31

Notice is hereby given that the business carried on by ABRAHAM ISAAC WOLSON as the WARMBATHS CYCLE WORKS, has been removed from Lot No. 525, Pretoria Road, to Lot No. 191, Sutter Road, Warmbaths.

8343—17-24-31

NEARCHOS SAVIDES, trading as the A.A. CAFE AND GROCERY STORE, at 161 Seventh Avenue, Bezuidenhout Valley, Johannesburg, has admitted MICHEL EVLAMBIOU as a partner in the said business, with effect from the 1st January, 1944.—Israel Taylor, Attorney, Johannesburg, 14th December, 1943. 8361—17-24-31

NOTICE.

Notice is hereby given that DAVID COHEN is admitting ALEC NATAS as a partner in the general dealer's business carried on by him under the style of KEENS at 22 Montreal House, 118 President Street, Johannesburg, as and from the 1st day of January, 1944, from which date the said business will be carried on by the partnership under the same name and at the same address. Dated at Johannesburg, this 14th day of December, 1943.—Isaac Katz, I. Mendelow & Browde, Attorneys for the Parties, Magor House, 74 Fox Street, Johannesburg. 8362—17-24-31

TRANSFER OF BUSINESS.

The business of general dealer, tearoom and patent medicines carried on by BASIL MANELIS at 42 Bedford Avenue, Benoni, under the style of TRIPOLIS CASH STORE, will be transferred to JOHN ISSARIS with effect from the 1st day of January, 1944, from which date he will carry on the said business under the same style. 8387—17-24-31-7

UNION OF SOUTH AFRICA

Issue of

3 Per Cent. Local Registered Stock

— 1958-68 —

Issue Price £100 Per Cent.

Principal repayable at par on 15th March, 1968, but the Government of the Union retains the right to redeem the stock in whole or in part on or after the 15th March, 1958, upon three months' notice having been given. Interest payable 15th March and 15th September.

Subscription to be made in full for not less than £5 and for multiples of £1 in excess of that amount.

Purpose.—For the Defence of the Union of South Africa; Capital Expenditure on Railways and Harbours and other Public Works in the Union, and redeeming Union Government Stock formerly Domiciled in London.

Subscription Lists will be opened on the 1st September, 1943, and will remain open for an indefinite period. The Minister of Finance reserves the right to close the lists at any time if he is satisfied that the purpose for which the issue is being made has been accomplished.

The Prospectuses, together with forms of application giving full information, are obtainable at any bank in the Union or South West Africa and from the Treasury, Pretoria and Cape Town.

UNIE VAN SUID-AFRIKA

Uitgifte van

3 Persent Plaaslik Geregistreerde Effekte

— 1958-68 —

Emissiekoers £100 Persent

Kapitaal terugbetaalbaar teen pari op 15 Maart 1968 maar die Regering van die Unie behou hom die reg voor om die effekte, geheel of gedeeltelik, op of na 15 Maart 1958, na opsegging van drie maande, af te los. Rente betaalbaar 15 Maart en 15 September.

Inskrywing moet volledig gemaak word vir minstens £5 en in veelvoude van £1 bo daardie bedrag.

Doel.—Vir die verdediging van die Unie van Suid-Afrika; Kapitaalkoste op spoorweë en hawens en ander publieke werke in die Unie en aflossing van Effekte van die Unie-Regering wat vroeër in Londen gedomisilieer was.

Inskrywingslyste sal op 1 September 1943 geopen word en sal vir 'n onbepaalde tydperk oop bly. Die Minister van Finansies behou hom die reg voor om die lyste te eniger tyd af te sluit wanneer hy oortuig is dat die doel waarvoor die uitgifte gemaak word, bereik is.

Die Prospektusse, tesame met aansoekvorms met volledige besonderhede is by enige bank in die Unie of Suidwes-Afrika asook by die Tesourie, Pretoria en Kaapstad, verkrygbaar.

UNION OF SOUTH AFRICA

Issue of

LOCAL REGISTERED STOCK

(NON-INTEREST BEARING—SECOND ISSUE)

Principal repayable at par within six months after termination of hostilities or at the discretion of the Minister of Finance before that date.

Purpose.—For accepting moneys from the public who are desirous of placing funds at the disposal of the Union Government free of interest for the period of hostilities in order to assist in the successful prosecution of the war.

Subscription Lists will be opened on the 10th September, 1943, and will remain open for an indefinite period.

The Prospectuses, together with forms of application, are obtainable at any bank in the Union and South West Africa and from the Treasury, Pretoria and Cape Town.

10-24 S.—8-22 O.—5-19 N.—3-17 D.

UNIE VAN SUID-AFRIKA

Uitgifte van

PLAASLIK GEREGISTREERDE EFFEKTE

(NIE-RENTEDRAEND—TWEEDE UITGIFTE)

Kapitaal terugbetaalbaar teen pari binne ses maande na die beëindiging van vyandelikhede, of voor daardie datum, na die goeddunke van die Minister van Finansies.

Doel.—Vir die ontvangs van gelde van lede van die publiek wat begerig is om fondse rente-vry tot die beskikking van die Unie-regering te plaas solank die vyandelikhede voortduur en om te help met die suksesvolle voortsetting van die oorlog.

Inskrywingslyste sal op 10 September 1943 geopen word en sal vir 'n onbepaalde tyd oop bly.

Die Prospektusse, tesame met aansoek vorms, is by enige bank in die Unie en Suidwes-Afrika asook by die Tesourie, Pretoria en Kaapstad, verkrygbaar.

SALE OF BUSINESS.

The business of a boot and shoe manufacturer, carried on by RIVKA LEAH KALER as UTILITY MANUFACTURING COMPANY at 111 Beit Street, Doornfontein, Johannesburg, has been sold and will be transferred on the 1st January, 1944, to MOWSZA KALER and JACK HERSH, trading in partnership as UTILITY SHOE MANUFACTURING COMPANY, at the said address and who take over all the assets and liabilities of the business.—Harold E. Braude, Solicitor for the Parties, 110 London House, Loveday Street, Johannesburg. 8369—17-24-31

NOTICE.

Notice is hereby given that ISABELLA SKLIROS, carrying on a general dealer's and restaurant business under the style of SUBWAY CAFÉ at 1 Voortrekker Street, Benoni, has admitted JAN JACOBUS TRAUERNICHT as a partner in the said business with effect from the 1st day of January, 1944, from which date the said business will be carried on by ISABELLA SKLIROS and JAN JACOBUS TRAUERNICHT, trading in co-partnership under the same firm or style as heretofore at the same address. 8386—17-24-31

Notice is hereby given that, as from the 1st January, 1944, ARNOLD WOLFF will resign his partnership in the business at present carried on in partnership with HANS BERTSCHER under the name and style of STANDARD FASHIONS at Glencairn Buildings, Joubert Street, Johannesburg, from which date the said HANS BERTSCHER will carry on the business on his own account and for his own benefit.—Benno Tennet, Magor House, Fox Street, Johannesburg. 8370—17-24-31

ABANDONMENT OF BUSINESS.

The general dealer's business carried on by N. D. MORRIS as wholesale merchant at 107 Maritime House, Loveday Street, Johannesburg, will be abandoned as from 31st December, 1943. 8368—17-24-31

KENNISGEWING.

Kennisgewing geskied hiermee dat die besigheid van algemene handelaar tot hiertoe gedryf deur A. P. KRIEL op Buffelshoek No. 900, distrik Rustenburg, oorgedra word aan IZAK ROSSOUW vanaf 1 Januarie 1944, wie vir sy eie voordeel die besigheid sal voortsit onder die naam van I. ROSSOUW.—A. P. Kriel, Buffelshoek No. 900, distrik Rustenburg. 9553—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the business known as S.A. DEAF AIDS SERVICE, 51 First Floor, Corporation Buildings, will be abandoned as from 31st December, 1943. 9549—24-31-7

Notice is hereby given that the business of tearoom and general and fresh produce dealer, hitherto carried on by ANDREAS TOFARIDES under the style of VAAL FRUITERERS at 10c Market Avenue, Vereeniging, is being sold and transferred with effect from the 1st January, 1944, to VASILOS THEMISTOKLEOUS VASILIOU, who will take over the assets and liabilities of the business and carry on the said business for his own account at the same address under the style of SPRINGBOK CAFÉ. Vereeniging, this 20th December, 1943.—Allan A. Hattenbach, Attorney for the Parties, 14 Voortrekker Street, Vereeniging. 9551—24-31-7

NOTICE OF SALE.

Notice is hereby given that the business conducted by GEORGE TSALAVOUTAS at 41 Fifth Avenue, Springs, under the style of STAR CAFÉ, has been sold to NICOS NATHANIEL with effect from the 1st January, 1944. Dated at Springs, this 24th day of December, 1943.—H. L. Epstein, Attorney for the Parties, Suite No. 106, Balfour House, 18a Second Street, Springs. 9555—24-31-7

NOTICE OF SALE.

The business of a dairy carried on by THOMAS PROUDFOOT at 32b Tenth Street, Maraisburg, District Johannesburg, has been sold to MARTHINUS JACOBUS DUNKER, who will continue to carry on the said business at the same address.—I. Mendelow & Browde, Attorneys for the Parties, 502 Winchester House, Loveday Street, Johannesburg. 9557—24-31-7

ABANDONMENT OF BUSINESS.

The ice-cream vendor, milk purveyor, fresh produce, provisions, general dealer and restaurant business carried on by SPIROS PAIZES as IGNA CAFÉ at Stand No. 2508, corner Joubert and Smit Streets, Johannesburg, will be abandoned as from 31st December, 1943. 9569—24-31-7

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that the fresh produce dealer and dairy business carried on by MRS. BERTHA BARASH, trading as BALTIC DAIRY, 71 Beit Street, Doornfontein, has been disposed of to GERSHON MELCER and JACOB SZTUPLER, who will carry on the said business under the same name and the same address as from the 5th January, 1944. 9539—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the business carried on by UNCLE BEN at 26 Sauer's Buildings, Loveday Street, Johannesburg, will be abandoned as from the 31st December, 1943. 9540—24-31-7

Notice is hereby given that the fish and chips restaurant business carried on by SOLOMON FRIEDMAN under the style of APOLLO FISH AND CHIPS RESTAURANT at 43b Beit Street, Doornfontein, Johannesburg, has been sold and will be transferred to LOUIS SWARTZ as from the date of the last publication hereof, who will carry on the said business under the same style and at the same address.—Averbuch & Segal, Attorneys, A.H.T. Buildings, 67 Commissioner Street, Johannesburg. 9534—24-31-7

KENNISGEWING.

Kennisgewing geskied hiermee dat die algemene handelaarsbesigheid gedryf deur NARAN LALLOO EN SEUNS te De Droom No. 746, distrik Zoutpansberg, voorgedra sal word aan GOOLABDAS NARAN en GULAB NARAN met effek vanaf die derde publikasie van hierdie kennisgewing, wat die gemelde besigheid sal dryf onder die naam van GULAB BROERS vir hulle eie voordeel.—Rooth & Coxwell, Prokureurs vir Partye, Posbus 52, Louis Trichardt, 8 Desember 1943. 7196—17-24-31

Die algemene handelaars- en meulenaarsbesigheid deur PIETER JOHANNES VAN HEERDEN te Blaauwpan No. 627, distrik Rustenburg, gedrywe onder die firmanaam VAN HEERDEN BROERS, is deur hom aan CARL JACOBUS VAN DER MERWE verkoop wat genoemde besighede op dieselfde adres sal voortsit onder die firmanaam VAN DER MERWE & KIE., met effek vanaf 1 Januarie 1944.—Odendaal & Viljoen, Prokureurs vir die Partye, Posbus 37, Nylstroom. 7197—17-24-31

NOTICE.

Notice is hereby given that the general dealer's business carried on by MARTHINUS CHRISTOFFEL FOURIE on the farm Geyerspan No. 54, District Rustenburg, will be abandoned as and from the 31st December, 1943. Koster, this 8th December, 1943.—V. d. Merwe & Jooste, Attorney for Party, P.O. Box 51, Koster. 7198—17-24-31

NOTICE.

The business carried on by PETRUS PAULUS STOLS and JOHANNES NICOLAAS HELM at Kocksoord as the KOCKSOORD SLAGHUIS, will be abandoned from the 1st of January, 1944.—K. Couzyn, Attorney for the Parties. P.O. Box 144, Randfontein. 7198a—17-24-31

The general dealer's business carried on by SARAH LEVIN, trading under the style of DURBAN DEEP CASH STORE on Stand No. 1634, 5 Gustav Street, Roodepoort, together with all assets thereof, has been sold and will be transferred on the 1st day of January, 1944, to CHARLIE LEVIN, who will continue the business under the same style and at the same address.—Raubenheimer & Levy, Attorneys for the Parties, 714/5 Aegis Buildings, Loveday Street, Johannesburg. 7202—17-24-31

Notice is hereby given that the partnership subsisting between THEODORUS APOLLONIUS NINUS LORENTZ, HAROLD JOHN LOTTER and SOLLY MONTAGUE BENDER, trading as THEO LORENTZ AUCTIONEERING COMPANY under the name and style of THEO LORENTZ (PTY.), LTD., at 381 Church Street East, Pretoria, has been dissolved and that all the assets and liabilities of the said auctioneering business have been taken over by LOTTER AND COUGH (PTY.), LTD., as from the 22nd day of November, 1943, who will continue to carry on an auctioneering business at the aforementioned address.—Gibson, Rorke and Company, Agents for Lotter & Gough (Pty.), Ltd., Pretoria. 7207—17-24-31

NOTICE.

Notice is hereby given that the furniture dealer's business carried on by AKBARALLY MADHAVJEE KESHAVJEE, trading as FREDDY'S FURNITURE MART at 106 Boom Street, Pretoria, has been transferred to CHIBA DEVJIE, who will carry on the business at the same address and under the same trade name as from the 1st January, 1944. 7211—17-24-31

NOTICE.

Notice is hereby given, in terms of Section 4, sub-section (1), of the Registration of Businesses Act, 1909, and of Act No. 24 of 1936, that the business carried on at Evaton under the name of EVATON BAKERY AND CONFECTIONERY AND TEAROOM by RUDOLPH PAUL BRECHLIN, will be sold and transferred to HENDRIK ADRIAAN DE LOOR, of Pretoria, as from the 1st January, 1944, and the said HENDRIK ADRIAAN DE LOOR will carry on the business at the same address and under the same style and name.

The said HENDRIK ADRIAAN DE LOOR will take over all the assets of the said business and will not be responsible for the liability of the said EVATON BAKERY AND CONFECTIONERY AND TEAROOM. Dated at Vereeniging, this 2nd day of December, 1943.—H. Slomowitz, Attorney for Parties, Galen Chambers, Voortrekker Street, P.O. Box 115, Vereeniging. 7203—17-24-31

KENNISGEWING.

Neem asseblief kennis dat die algemene handelaarsbesigheid gedryf onder die naam van TRANSVALER BOEKHANDEL te Voortrekkerweg 653, Brakpan, verskuif is na Voortrekkerweg 545, Brakpan, met ingang van 9 Desember 1943. 7209—17-24-31

ABANDONMENT OF BUSINESS.

Notice is hereby given that the fresh produce dealer's business carried on by JOHANNES JURIE GIESSING in Susman's Buildings, Orkney, District Klerksdorp, will be abandoned as from the 31st day of December, 1943.—Louis M. Hoffman, Attorney for the Party, 20 Plein Street, Klerksdorp. 7218—17-24-31

SALE OF BUSINESS.

Notice is hereby given that the butcher's business carried on at Stand No. 143, De Jager Street, Morgenzon, by ELIZABETH MARIA NORDEN under the style of UNION BUTCHERY, has been sold to JACOBUS CHRISTOFFEL COETZER and JOHAN DANIEL COETZER, who will continue to carry on the business under the same name and at the same address as and from the 1st January, 1944. 7233—17-24-31

Notice is hereby given that the business of garage and petrol filling station carried on by HARRY BERMAN, ISAAC ELLIOTT DUKE and JULIUS DUKE in co-partnership under the style of BADENHORST'S GARAGE at 769 Voortrekker Road, Brakpan, has been sold and transferred to DUKE'S MOTORS (PROPRIETARY), LIMITED, as from the 1st January, 1944. Dated at Germiston, this 10th day of December, 1943.—W. Huftel, Attorney for the Parties, Lincoln House, 143 Meyer Street, Germiston. 7236—17-24-31

As from 1st January, 1944, MABEL ELLEN LEADLEY will be admitted as partner in the general dealer's, fresh produce dealer's, milk purveyor's and ice-cream vendor's business now carried on by BEN LUDWIN, trading as EVELYN FRUITERERS at 103 Church Street, Mayfair, Johannesburg. 7237—17-24-31

Notice is hereby given that the partnership business of general dealers and patent medicine carried on by ZALMAN PASTER and ISRAEL PASTER under the firm or style of MARYLAND STORES on Stands Nos. 338/9, Jules Street, Malvern, has been dissolved with effect from the 31st December, 1943, and that thereafter the said ZALMAN PASTER will carry on the business at the same address under the same style or firm for his own benefit. Dated this 10th day of December, 1943.—Sasto & Louis, Attorneys for Parties, 90 Security Buildings, 95 Commissioner Street, Johannesburg. 7238—17-24-31

DISSOLUTION OF PARTNERSHIP.

The partnership between CORNELIUS JOHANNES POTGIETER and GEORGE EDGAR BARNES in the butchery business carried on by them under the style of WHEATLANDS BUTCHERY at Portion No. 4 of the farm Elandsvlei No. 23, District Krugersdorp, has been dissolved from the 30th November, 1943. The said BARNES has retired from the said business which will henceforth be conducted by the said CORNELIUS JOHANNES POTGIETER alone under the same style and at the same address for his own account and benefit.—Miller & Wright, Attorneys for the Parties, 45 Village Street, Randfontein. 7245—17-24-31

NOTICE.

Notice is hereby given that the businesses of general dealer, eating-house keeper, retail butcher and patent medicine dealer carried on by YOYO (PTY.), LTD., at 28 Hamilton Avenue, Brakpan, will be abandoned as and from the 31st day of December, 1943.—William Horwitz, Attorney for the Parties, Trust Buildings, 351 Prince George Avenue (P.O. Box 214), Brakpan. 7249—17-24-31

Notice is hereby given that the butcher's business belonging to the late JESSIE LENA MALINGA, known as the BANTU UNITED BUTCHERY, situate on Stand No. 8, Block No. 32, Evaton Native Township, has been acquired on the 3rd day of December, 1943, by WILLIAM NHLAPO, of Stand No. 49, Evaton Native Township, who will apply for a licence to carry on the said business in his own name and will, granted to him, conduct the said business for his own use and benefit. Dated at Vereeniging on this the 9th day of December, 1943.—Vorster, Carter & Steyn, Attorneys for the Parties, P.O. Box 83, Vereeniging. 7250—17-24-31

NOTICE.

Notice is hereby given that the outfitting business heretofore conducted by the late ISRAEL NANKIN in Second Avenue, Springs, has been sold and will on the 1st day of January, 1944, be transferred to VULFE GLOCER, who will carry on the business under the same style for his own benefit.—Haarhoff & Cohen, Attorneys for late I. Nankin, 6 Court Chambers, P.O. Box 376, Springs; Josh Brigish, Attorney for Vulfe Glocer, 31 Pritchard Street, Johannesburg. 7255—17-24-31

SALE OF BUSINESS.

Notice is hereby given that the business carried on by MICHAEL CORBETT under the style of PRINCESS FISH AND CHIPS SHOP at corner Princess and Fifth Avenue, Mayfair, Johannesburg, has been sold as a going concern to MATILDA KADOU, who will take it over on the 1st January, 1944. Dated at Johannesburg, this 17th December, 1943.—Leon S. Sapire, Attorney for Parties, 1-5 Symons Buildings, 174 Central Avenue, Mayfair, Johannesburg. 7259—17-24-31

KENNISGEWING.

Kennis geskied hiermee dat die algemene handelaarsbesigheid gedryf deur ANTONIE PHILIPPUS MEYER onder die naam BULGERIVIER WINKEL, op die plaas Bulgerivier No. 252, distrik Waterberg, verkoop is, met effek vanaf 1 Januarie 1944, aan JAN AREND SCHALLIES, wie vanaf voormelde datum die besigheid onder dieselfde naam sal dryf.. Pretoria, 15 Desember 1943.—Weavind & Weavind, Prokureurs vir Verkoper, 1-5 Court Chambers, Andriesstraat, Pretoria. 8365—17-24-31

NOTICE.

Notice is hereby given that LAZARUS SANDIG, carrying on the business of general dealer at 30/32 Park Street, Jeppe, Johannesburg, under the style or firm of MODERN SOAP COMPANY, has admitted JULIUS SUGARMAN into partnership with him and that the said partnership has taken over all assets and liabilities of the former business with effect from the 1st day of July, 1943. Dated at Johannesburg, this 9th day of December, 1943.—A. Mendelow, Attorney to the Parties, P.O. Box 6180, Johannesburg. 7262—17-24-31

NOTICE.

The business known as M. PAIKER & CO., carried on by MAX PAIKER at 485 Vermeulen Street, Pretoria, has been removed to 364 Church Street, Pretoria, as from the 2nd January, 1944.—M. Paiker. 7275—17-24-31

Kennisgewing geskied hiermee dat die vennootskap tussen PETRUS ARNOLDUS HOFFMAN en ZACHARIAS BLOMERUS STEYN, wat besigheid gedrywe het op Erf No. 168, Ottosdal, distrik Lichtenburg, as 'n motorhawe en algemene handelaars onder die naam van H. & S. MOTORWERKE, ontbind is as vanaf 9 Oktober 1943, vanaf welke datum gesegde P. A. HOFFMAN gesegde Z. B. STEYN se aandeel daarin oorgeneem het en die voormelde besigheid op dieselfde plek en onder dieselfde naam vir sy eie wins en voordeel as die enigste vennoot drywe.—C. K. Dempers, Agent vir die Partye, Ottosdal, 9 Desember 1943. 7265—17-24-31

Notice is hereby given that ALLAN CHRISTOPHER POHL, trading as an auctioneer, real estate and general agent under the name and style of ALLAN POHL & COMPANY at 145 King Edward Street, Potchefstroom, will take in ALLAN DE VILLIERS POHL as a partner as from the 1st day of January, 1944, and from this date ALLAN CHRISTOPHER POHL and ALLAN DE VILLIERS POHL will conduct the aforementioned business as a partnership business at the same address under the name and style of ALLAN POHL & COMPANY. Dated at Potchefstroom, this 10th day of December, 1943.—Allan C. Pohl. 7276—17-24-31

KENNISGEWING.

Hiermee word kennis gegee dat die besigheid vars produkte en algemene lisensie, naamlik BON ACCORD VERVERSINGS KAFEE, oorgedra word van MNR. J. P. TRUSLER na G. HOOPER vanaf 1 Januarie 1944. 7277—17-24-31

SALE OF BUSINESS.

Notice is hereby given that the business of general dealer, fishmonger and provision dealer carried on by NATHAN NEMZER at 12 Pretoria Street, Hillbrow, Johannesburg, under the style or firm of NEMZER'S FISHERIES, has been sold to MORRIS LEIBOV and will be carried on by him at the aforesaid address under the style of NEMZER'S FISHERIES as and from the 1st day of January, 1944. Dated at Johannesburg, this 17th day of December, 1943.—Isaac Katz, Attorney for the Parties, 84 Magor House, 74 Fox Street, Johannesburg. 7281—17-24-31

Notice is hereby given that the business fire-wood cutting carried on by W. ROSIN under the style or firm of DENVER WOOD SUPPLY, in Denver, Johannesburg, on Portion YY of the farm Doornfontein No. 24, together with all assets thereof has been sold to BARNEY WOOLF, who will conduct the said business under the same style or firm after the last publication hereof.—J. Fine, Attorney for the Parties, 408 Manlin House, Harrison Street, Johannesburg. 8304—17-24-31

The general dealer's and restaurant business carried on by ADA MIDDLETON (widow) as the STELLA TEAROOM on Stands Nos. 1007/8 at 20 Rissik Street, Johannesburg, will be abandoned on the 31st December, 1943. 7282—17-24-31

Notice is given that the business of tearoom, general and fresh produce dealer carried on by NASSER and PAUL CHIDRAWI as LISBON TEAROOM, on Stands Nos. 385-6, Krugersdorp, will, as from 1st January, 1944, be transferred to ALICE MARGARET SERFONTEIN.—R. Teren, Agent, Box 196, Krugersdorp. 8357—17-24-31

Fresh produce dealer's business carried on by RASOOL AHMED BHAM at 153 Main Road, Martindale, Johannesburg, will be abandoned on the 31st December, 1943.—Saleh Mahomed, General Agent. Barkley Arcade, Market and Diagonal Streets, Johannesburg. 7287—17-24-31

General dealer's business carried on by ISMAIL MAHOMED WADEE at Stand No. 88, 195 Main Road, Martindale, Johannesburg, was abandoned as from 30th November, 1943.—Saleh Mahomed, General Agent, Barkley Arcade, 38 Market and Diagonal Streets, Johannesburg 7288—17-24-31

Eating-house, butchery and general dealer's businesses carried on by AH SUN (as ALEXANDRA SUPPLY STORES) at 194 First Avenue, Wynberg, Johannesburg, will be transferred to YUN TOY as from 1st January, 1944.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 7289—17-24-31

General dealer's business carried on by LUBE MAREUMED at Stand No. 865, Eighth Avenue, Alexandra Township, Johannesburg, will be transferred to ABE THIB as from 1st January, 1944.—Saleh Mahomed, General Agent, Barkley Arcade, Market and Diagonal Streets, Johannesburg. 7290—17-24-31

General dealer's business carried on by BHIKA NARAN at 100A Albert Street, City and Suburban, Johannesburg, will be transferred to MORAR KANJEE as from 1st January, 1944.—Saleh Mahomed, General Agent, 8 and 9 Barkley Arcade, 38 Market Street, Johannesburg. 7291—17-24-31

Retail butchery business carried on by NELLIE STABELFORD at 36 Steytler Street, Newclare, Johannesburg, will be abandoned on the 31st December, 1943.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 7292—17-24-31

Retail butchery business carried on by ISMAIL SHAIK EBRAHIM at 43B West Street, Old Braamfontein, will be removed to 42 Bree Street, Burghersdorp, Johannesburg, as from 1st January, 1944.—Saleh Mahomed, General Agent, 8 and 9 Barkley Arcade, Market and Diagonal Streets; Johannesburg. 7293—17-24-31

General dealer's and butchery businesses carried on by LAI POY at Stand No. 378, corner Pollack and Russel Streets, Newclare, Johannesburg, will be transferred to MRS. HO SHE as from 1st January, 1944.—Saleh Mahomed, General Agent, Barkley Arcade, Market Street, Johannesburg. 7294—17-24-31

Retail butchery business carried on by ISMODEEN VALLIE at 42 Bree Street, Burghersdorp, will be removed to 43B West Street, Old Braamfontein, Johannesburg, as from the 1st January, 1944.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg 7295—17-24-31

General dealer's business carried on by MRS. AH LAN at 147 Victoria and Willie Streets, Sophiatown, Johannesburg, will be transferred to WING SON as from 1st January, 1944.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 8300—17-24-31

General dealer's business carried on by MARIAM KHAN at 47 Dawling Avenue, Newclare, Johannesburg, will be transferred to AHMED HAJEE as from 1st January, 1944.—Saleh Mahomed, General Agent, 8 and 9 Barkley Arcade, Market and Diagonal Streets, Johannesburg. 7296—17-24-31

General dealer's business carried on by PATEL & SON at Stand No. 36, First Avenue, Wynberg, District Johannesburg, will be transferred to AHMED ISAAC HASSIN as from 1st January, 1944.—Saleh Mahomed, General Agent, Barkley Arcade, 38 Market Street, Johannesburg. 7297—17-24-31

General dealer's business carried on by SHAIK ALLI as ALLI'S CASH STORE, will be removed from 10 Kerk Street, to 26 Kerk Street, Denver, Johannesburg, as from 1st January, 1944.—Saleh Mahomed, General Agent, 8 and 9 Barkley Arcade, Market and Diagonal Streets, Johannesburg. 7298—17-24-31

General dealer's and butchery businesses carried on by LOW SEE at 13 Ida Road, Newclare, Johannesburg, will be transferred to CHING TONG and TAM WING as from 1st January, 1944.—Saleh Mahomed, General Agent, Barkley Arcade, Market and Diagonal Streets, Johannesburg. 7299—17-24-31

The general dealer's business conducted by D. HENNING as OOGIES COAL AGENCY at Railway Sites, Benoni, will be transferred to GERT LOURENS VAN NIEKERK and JACOBUS HERCULES MULDER on 1st January, 1944.—Gross & Hyman Cohen, Attorneys, P.O. Box 155, Brakpan. 8303—17-24-31

The laundry business carried on by PARBHOO RANCHOD as STAR LAUNDRY at 25 Siemert Road, Doornfontein, has been removed to Stand No. 178, corner Main and Mooi Streets, City and Suburban, Johannesburg, as from 1st December, 1943. 8308—17-24-31

Notice is hereby given that the business known as LIVINGSTONE'S GARAGE, carried on by I. LIPCHICK at 177 Commissioner Street, Johannesburg, will be transferred to S. & L. MOTORS (PTY.), LTD., as from 1st January, 1944. 8309—17-24-31

The business of a retail butchery carried on by HO SHANG YING & SON at 41 First Avenue, Wynberg, Johannesburg, will, as and from the expiration of the third publication hereof, be transferred to ISAAC SIFRIS, who will continue to carry on business at the aforesaid address under the style and name of ISAAC SIFRIS for his own account and benefit. Dated at Johannesburg, this 13th December, 1943.—B. Stern & Co., Attorneys for Parties, 29/30 Sauer's Buildings, Loveday Street, Johannesburg. 8310—17-24-31

NOTICE.

Notice is hereby given that the ladies' outfitting business carried on by MILLICENT FLORENCE MESKIN and GERTRUDE ROSELINE JOKL at 256 Bree Street, Johannesburg, under the style or firm of FEMINA, has been sold to MEGA MODES (PROPRIETARY), LIMITED, who will carry on the same for its sole benefit as and from the 1st day of January, 1944, under the style or firm of FEMINA. Dated at Johannesburg, this 9th day of December, 1943.—Sachs & Berman, Attorneys for the Parties, 223 Lewis and Marks Building, President Street, Johannesburg. 8312—17-24-31

Kennisgewing geskied hiermee dat die besigheid bekend as DALVIEW HAARKAPPERS verplaas is van Voortrekkerweg 757, Brakpan, na Voortrekkerweg 649, Brakpan, vanaf 1 Desember 1943.—Trollip, Solomon & Joubert, Prokureurs vir die Party, Posbus 38, Brakpan. 8319—17-24-31

Retail butchery business carried on by AH TOY at 1190 Victoria and Gold Streets, Sophiatown, Johannesburg, will be abandoned as from 31st December, 1943.—Saleh Mahomed, General Agent, 8 and 9 Barkley Arcade, Market and Diagonal Streets, Johannesburg.
8301—17-24-31

NOTICE.

General dealer's and tearoom business carried on by ANDREW YAPANIS as LIDO CAFE, 93 Prince's Avenue, Benoni, will be transferred to ANDREW YAPANIS and YVONNE TAMBOURLAS as from 1st January, 1944.—Chas. Hoppenstein, Benoni. 8305—17-24-31

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given that the partnership between JOSEPH JACOBSON and BEN JACOBSON, trading as JACOBSON BROS., general dealers and grocers, Stands Nos. 30/31, Millsite, Krugersdorp, will be dissolved as from 31st December, 1943. The said JOSEPH JACOBSON will carry on the said business as general dealer and grocer for his own account as from 1st January, 1944, under the name of J. JACOBSON, and takes over all assets and liabilities of the partnership. Krugersdorp, 9th December, 1943. 8306—17-24-31

NOTICE.

The partnership existing between ALIAS KATZ, JULIUS KATZ and SOLOMON KATZ, carrying on business as general dealers under the style or firm of KATZ AND SONS at 37A Market Street, Johannesburg, having become terminated through the death of the said ALIAS KATZ, notice is hereby given that the said business together with all the assets and liabilities thereof has been taken over by the said JULIUS KATZ and SOLOMON KATZ, who are carrying on the business in partnership for their own account under the style of KATZ AND SONS with effect from 7th October, 1943.—Witkin, Sidelsky & Eidelman, Attorneys for Parties, 428 Mutual Buildings, Harrison Street, Johannesburg.
8311—17-24-31

NOTICE.

Notice is hereby given that MAKSIM POZNANOVICH, trading as an eating-house proprietor, general dealer, butcher and grocer on Stand No. 64, Hippo Road, Springfield, intends to dispose of the assets of his business on the 31st December, 1943. The trading licences will be transferred to EFROIM ARONSTAM and ROBERT FLAX, who will carry on the said business as from 1st January, 1944, under the name of A. AND F. TRADING STORES.—B. Guinsberg & Myers, Solicitors to Parties, Washington House, 68 Commissioner Street, Johannesburg. 8313—17-24-31

Notice is hereby given that the business of DORA MILLER, trading as Mrs. D. MILLER, ladies' fashion saloon at 603 Castle Mansions, Johannesburg, will be abandoned as and from the 31st December, 1943. Dated this 13th day of December, 1943.—A. Cohen, J. N. Benjamin & Co., P.O. Box 3428, Johannesburg. 8329—17-24-31

SALE OF BUSINESS.

Notice is hereby given that the business of general dealer and tearoom carried on by PANTELIS ANTONIADES on Stand No. 48, Mayfair West, being 48 High Street, Mayfair West, Johannesburg, under the style or firm of MAYFAIR WEST STORES AND TEAROOM, has been sold to ANTHONY ANTONIADES, who will carry on the said business at the same address under the same style with effect from the 1st day of January, 1944.—Bert Hofmann, Attorney for the Parties, 403 Lewis and Marks Building, Johannesburg. 8332—17-24-31

Notice is hereby given that the partnership business carried on by SOTIROS CATSAVIS and ANNRONICKY CATSAVIS known as the PARKLAND SUPPLY STORE, Johannesburg, has been dissolved and that all the assets and liabilities of the said business have been taken over by the said SOTIROS CATSAVIS, who will carry on the business on his own account and under the same name as from the 1st January, 1944.
8333—17-24-31

Die besigheid van varsprodukte-handelaar, wat deur P. G. PIENAAR gedaan was te Carolinestraat 130a, Brixton, Johannesburg, onder die naam van WELKOM VRUGTE EN GROENTE MARK, is verkoop aan C. J. BRUYN en G. J. GOOSEN, wie die besigheid onder dieselfde naam en op dieselfde adres sal drywe vanaf die 1ste Desember 1943.—Van den Bergh, Melamed & Nathan, Prokureurs vir Partye, Sauergeboue, hoek van Market- en Loveday-straat, Johannesburg. 8319A—17-24-31

NOTICE.

The business of CHEMICAL UTILITIES carried on by DR. V. LOEWENSOHN at 6 Jules Street, Jeppe, Johannesburg, will be removed to 34 Betty Street, Jeppe, Johannesburg, as from 20th December, 1943.
8334—17-24-31

The general dealer's business carried on by JULIUS SORGER under the style of HERIOT TRADING STORES at Main Reef Road, Tooronga, Johannesburg, has been sold to NEW HERIOT TRADING STORES (PROPRIETARY), LIMITED, as from the 1st January, 1944.—Ludwig Japhet, Attorney for the Parties, Winchester House.
8335—17-24-31

SALE OF BUSINESS.

Notice is hereby given that the business of the MOON HOTEL, situate on Portions Nos. 5 and 6, farm Boschkop No. 2, District Roodepoort, together with all the assets thereof, inclusive of the business of aerated or mineral water dealer, boarding or lodging house keeper and restaurant keeper, has been sold by PIETER HENDRIK VERMEY to JACOB GOLDBERG, with effect from the 1st December, 1943, being the date upon which the purchaser's interest in the hotel liquor licence was recognised by the Liquor Licensing Board, Roodepoort, the licensee, DAVID GLEESON, remaining the same.

The said JACOB GOLDBERG is carrying on the said business for his own account and benefit as from the 1st December, 1943, aforesaid.—Van Gorkom & Noonan, Attorneys to the Parties, Standard Bank Chambers, Fox Street, Johannesburg. 8339—17-24-31

NOTICE.

Notice is hereby given that the general dealer's business carried on by CARL FRIEDRICH REINOLD NEUNBURN under the style of LUNSKLIP TRADING STORE at Lunsklip No. 306, District Potgietersrust, together with all the assets appertaining thereto, has been sold to WILLIAM ATHERSTONE BLAKE, who will, as from the 1st of January, 1944, carry on the said business under the same style, transfer to take effect after the final publication hereof.—Probart & Stedman, Attorneys for Parties, Potgietersrust, 14th December, 1943. 8341—17-24-31

Notice is hereby given that the manufacturing business carried on by JOSHUA SHABASON under the style of METAL PRODUCTS, 36 Mewett Street, Ophirton, Johannesburg, has been transferred to METAL PRODUCTS AND MANUFACTURING ENGINEERS (PROPRIETARY), LIMITED, with effect from 1st December, 1943.—Witkin, Sidelsky & Eidelman, Attorneys for Parties, 426 Mutual Buildings, Harrison Street, Johannesburg. 8377—17-24-31

NOTICE.

The business of native eating-house keepers, known as EASTWOOD EATING-HOUSE, carried on by JOHANNES MKATJWA at 199 Eleventh Street, Eastwood, District Pretoria, will, on the 1st day of January, 1944, be transferred to JOHANNES NDZUKULU.—M. Silber, Attorney for Parties, 193 Pretorius Street, Pretoria. 8363—17-24-31

Notice is hereby given that the partnership heretofore existing between HELEN SCOUSES and ANDREAS TSIAKKAS, carrying on business under the style of RAINBOW CAFE AND GENERAL SUPPLIES STORE at the corner of Iris Road and Grant Avenue, Norwood, Johannesburg, will be dissolved on the 31st December, 1943, and the said ANDREAS TSIAKKAS will carry on the said business for his own account and benefit from the 1st January, 1944, under the same style and at the same address.—Witkin, Sidelsky & Eidelman, Attorneys for Parties, 428 Mutual Buildings, Harrison Street, Johannesburg.
8376—17-24-31

Notice is hereby given that the general dealer's business of PIET MOLOY at Stand No. 37, Kliptown, will be transferred on the 31st December, 1943, to JOB RADEBE, who will carry on the business from 1st January, 1944.—Smits & Smitheman, Attorneys for the Parties, Box 7602, Johannesburg. 8380—17-24-31

Notice is hereby given that the business of general dealer and butcher carried on by REBECCA WOLPERT at Farm No. 7, Eikenhof, will, together with all assets attaching thereto, be transferred to SULIMAN ISMAIL MIA & CO. on the date of the last publication hereof.
8381—17-24-31

NOTICE.

Notice is hereby given that the interest of the late REBECCA PELTZ in and to the business carried on by the Estate of the late REBECCA PELTZ and ISAAC JACOB PELTZ in partnership under the style or firm of B. PELTZ, at Trading Stand No. 29, situate on Mynpacht No. 329, registered in the name of Langlaagte Estate and Gold Mining Company, Limited, on the farm Langlaagte No. 13, in the Mining District of Johannesburg, under municipal licences in respect of fresh produce dealer, provision dealer, butcher and non-European restaurant, and the Receiver of Revenue Licences in respect of retail butcher, eating-house keeper, patent medicine and general dealer, will be transferred, together with all the assets attaching thereto, to ISAAC JACOB PELTZ and SONIA FREDA PELTZ as the Residuary Heir and Heiress in the Estate of the late REBECCA PELTZ, and that the said ISAAC JACOB PELTZ and the said SONIA FREDA PELTZ will trade together in partnership under the style of B. PELTZ, subject to the approval of the Mining Commissioner for the District of Johannesburg, and confirmation by the Minister of Mines with effect from the 1st day of January, 1944, or from the date when such approval and confirmation have been obtained, whichever may be the later date.—A. H. Cohen, Attorney for Parties, 37, 38 and 39 National Mutual Buildings, corner Market and Rissik Streets, Johannesburg.
8366—17-24-31

Notice is hereby given that the general dealer business carried on by QUAN JOHN and QUAN MING as QUAN MOON AND SONS, at 146 Long Road, Newlands, Johannesburg, will be transferred to QUAN CHONG as from the 1st of January, 1944, who will continue to trade under the same style.—Bernard Melman, Attorney for Party, 104-5 Mutual Buildings, corner Harrison and Commissioner Streets, Johannesburg.
8367—17-24-31

NOTICE.

Notice is hereby given that the retail butcher business carried on by MORRIS RUBEN at Grootpan No. 7, District Carolina, will be abandoned as from the 31st December, 1943, and subject to the granting of a licence the said MORRIS RUBEN will, as from the 1st January, 1944, carry on a retail butcher business at Wonderfontein No. 122, District Belfast.—Victor D. Weimer, Attorney for Party, P.O. Box 11, Belfast.
8392—24-31-7

The partnership business heretofore carried on by R. J. KUTER and A. C. HIBBERT on Erf No. 280, Louis Trichardt, under the style of NORTHERN FURNISHERS, has been dissolved with effect from the 1st January, 1944. The said R. J. KUTER retires and the said A. C. HIBBERT continues on his own account.—Snyman & Leach, Attorneys for Parties, P.O. Box 86, Louis Trichardt.
8393—24-31-7

The general dealer's business heretofore carried on by CHARLES BELL on the farm Spitzkop No. 349, District Zoutpansberg, has been transferred to HARJEE KANJEE LAKHA with effect from the 1st January, 1944.—Snyman & Leach, Attorneys for Parties, P.O. Box 86, Louis Trichardt.
8394—24-31-7

The business heretofore carried on by H. R. KHOJA & CO., under the style of KHOJA'S FRUIT SHOP on Erf No. 200, Louis Trichardt, has been transferred to AHAMED MAHOMED CHAYA with effect from the 1st January, 1944.—Snyman & Leach, Attorneys for Parties, P.O. Box 86, Louis Trichardt.
8395—24-31-7

The general dealer's business heretofore carried on by JOHN FREDERICK METCALF at Craigh House, Sibasa, District Zoutpansberg, has been transferred to JAMES BORLE METCALF with effect from the 1st January, 1944.—Snyman & Leach, Attorneys for Parties, P.O. Box 86, Louis Trichardt.
8396—24-31-7

NOTICE.

Notice is hereby given that the businesses of general dealer, native eating-house keeper, retail butcher and patent medicine dealer carried on by ISRAEL BOROCHOVITZ at 3A Escombe Avenue, Brakpan, will be transferred to 1A Escombe Avenue, Brakpan, from the 1st day of January, 1944.—William Horwitz, Attorney for Party, Trust Buildings, 351 Prince George Avenue, Brakpan.
8398—24-31-7

KENNISGEWING.

Die kafee van PIETERS en KLEYNHANS, geregistreer onder die naam HERCULES KAFE, is verander en sal voortaan onder die naam TOT-U-DIENS KAFE wees.—D. J. A. Kleynhans, vir Pieters en Kleynhans.
8399—24-31-7

NOTICE.

Notice is hereby given that the business known as VALLEY CYCLE WORKS, 74 Michael Brink Avenue, Mayville, owned by JOHANNES VISAGIE, will be abandoned as from 31st December, 1943.
9400—24-31-7

Kennis word hiermee gegee dat die slaghuisbesigheid tot hiertoe gedryf deur MEV. L. A. DU TOIT, van Boshoek, oorgedra word aan MNR. C. J. VAN DER MERWE vanaf 1 Januarie 1944, wie vir sy eie voordeel die besigheid sal voortsit onder die naam van BOSHOEK SLAGHUIS.
9401—24-31-7

NOTICE.

Kindly take notice that the business of PREMIER CONCRETE WORKS carried on by MORRIS TAUB at 226 Marshall Street, Johannesburg, has removed to Stand No. 7213, Maritzburg Street, off Durban Street, City and Suburban, Johannesburg, where the said MORRIS TAUB will carry on the same business under the same style. Dated at Johannesburg, this 13th day of December, 1943.—D. H. Epstein & Epstein, Attorneys for the Party, 201 His Majesty's Buildings, Eloff Street, Johannesburg.
9402—24-31-7

NOTICE.

Kindly take notice that the business of tile manufacturers carried on by MORRIS TAUB and KALMAN GADJE under the style of PREMIER FLOORING TILE MANUFACTURERS at 226 Marshall Street, has been abandoned. Dated at Johannesburg, this 13th day of December, 1943.—D. H. Epstein & Epstein, Attorneys for the Parties, 201 His Majesty's Buildings, Eloff Street, Johannesburg.
9403—24-31-7

The business of JACOB HARRY MIRKIN, carried on at 44 Sauers Building, Loveday Street, Johannesburg, as PROGRESS STYLES, will be abandoned as from 31st December, 1943. The business carried on by ELLA MIRKIN as UNIVERSAL FASHIONS at 534A Jules Street, Malvern, Johannesburg, will be transferred to JACOB HARRY MIRKIN, who will trade as PROGRESS STYLES as from 1st January, 1944.
9405—24-31-7

DISSOLUTION OF PARTNERSHIP.

The partnership between RONALD WILFRID SKUDDER and JOSEPHINE ANTOINETTE CLOSE (now married out of community of property to John Louis Bain Venn), carrying on business as general dealers and ladies' hairdressers and beauty salon under the style of MARQUISETE at 4 Park Court, Twist Street, Johannesburg, has been dissolved as and from the 1st November, 1943, from which date the said JOSEPHINE ANTOINETTE BAIN VENN has taken over all the assets and liabilities thereof and will continue to conduct same for her own account and benefit at the same address.—Philip Porter, Attorney for the Parties, 44/45 Montanne House, Joubert Street, Johannesburg.
8397—24-31-7

NOTICE.

Notice is hereby given that it is proposed to change the Registered Office of MUSGRAVE PROPERTIES (PROPRIETARY), LIMITED, from 110 Anglovaal House, Fox Street, Johannesburg, to The Mart, Acutt's Arcade, 49 Gardiner Street, Durban, Johannesburg, this 6th day of December, 1943.—Dencys Reitz, Jacobson & Effune, Attorneys for Company, Anglovaal House, Fox Street, Johannesburg.
9407—24-31-7

NOTICE.

Notice is hereby given that the business of tearoom and fruiterers carried on by HARRY DAVID COHEN at 449 Mitchell Street, Pretoria, under the style of DEPOT TEAROOM AND FRUITERER will be abandoned as from the 31st day of December, 1943. Pretoria, 14th December, 1943.—Podlashuc, Meintjes, Liebson & Klagsbrun, Attorneys for Licensee.
9411—24-31-7

Notice is hereby given that the restaurant business carried on by NICK VRETTAS, 261 President Street, Germiston, and known as AMERICAN FISH AND CHIP RESTAURANT, will be taken over by MRS. HENDRIKA MAGDELENA STEYNBERG, as from 1st January, 1944.
9412—24-31-7

NOTICE.

The general dealer's business carried on by MAHOMED RAHIMTOOLA at 560 Delarey Street, Malay Location, Vrededorp, Johannesburg, has been closed down on 15th November, 1943.
9410—24-31-7

The business carried on by JOAO PESTANA, GABRIEL HOMEM DE GOUVEIA, MANUEL CONCEICAO NUNES and JOAO NUNES DA COSTA, trading in co-partnership as the RONDEBULT PORTUGUESE MARKET at 267 President Street, Germiston, and as the NEW RONDEBULT PORTUGUESE MARKET GARDENS at 349 President Street, Germiston, will, as and from 1st January, 1944, be carried on by JOAO PESTANA, GABRIEL HOMEM DE GOUVEIA, FRANCISCO GONSALVES DE GOUVEIA and FRANCISCO XAVIER DE GOUVEIA under the same styles and at the same addresses.
9413—24-31-7

TRANSBER OF BUSINESS.

Notice is hereby given that the businesses of general dealer and tearoom, ice cream dealer, provision dealer and patent medicine dealer, carried on by MRS. AFRODITE PAIZEES at 206 Leeuwpoort Street, Boksburg, under the style of PARK TEAROOM, has been sold and will be transferred to GEORGE LAHANA and PERICLES LAHANA as from the 1st day of January, 1944.—A. E. Reid, Attorney for the Parties, P.O. Box 155, Benoni.
9414—24-31-7

TRANSFER OF BUSINESS.

Notice is hereby given that the general dealer's and fish monger's businesses carried on by ELPINIKI CALLINICOS at 79 Langerman Drive, Kensington, Johannesburg, under the style of CALLY'S GROCERY AND FISHERIES, has been sold and will be transferred to NAPOLEON CALLINICOS as from the 1st day of January, 1944.—A. E. Reid, Attorney for the Parties, P.O. Box 155, Benoni.
9415—24-31-7

NOTICE.

Notice is hereby given that the general dealer's and patent medicine business carried on by HYMAN BERMAN under the firm or style of ANGELO REFRESHMENT ROOM on Stand No. 401, Driefontein, District Boksburg, has, as from the 1st day of November, 1943, been abandoned.—Massel & Massel, Attorneys, 36 First Street, P.O. Box 92, Boksburg North.
9418—24-31-7

SALE OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by MEYER DIAMOND and ISSY DIAMOND, trading as the SETTLERS' STORE, situate at Karcepoort, in the District of Brits, has been sold and will be transferred to RALPH DIAMOND, who will carry on business under the style of SETTLERS' STORE as from the date of publication of this notice. Dated at Brits, this the 14th day of December, 1943.—Maurice M. Sive, Attorney for the Parties, 40 Murray Avenue, P.O. Box 9, Brits.
9422—24-31-7

NOTICE OF SALE.

The business carried on by MANNIE JUDELMAN as WAYSIDE MEAT MARKET on the farm Cyferfontein No. 2, District Johannesburg, has been sold and will be transferred to JACK SYMON with effect from the 1st day of January, 1944. Dated at Germiston, this 17th day of December, 1943.—Max Levine, Attorney for the Parties, 6/9 President Arcade, President Street, Germiston.
9440—24-31-7

Notice is hereby given that the partnership business hitherto carried on by ERNST GUENTHER, REGINAL HUBERT HASWELL and HEINZ CRONER under the style or firm of TRIX at 264 Bree Street, Johannesburg, and FASHION PARADISE HOUSE at 106 Walter Mansions, Eloff Street, Johannesburg, has been dissolved as from the date of the last publication hereof. The said ERNST GUENTHER and HEINZ CRONER will henceforth carry on the said businesses for their sole account and benefit. Dated at Johannesburg, this 14th day of December, 1943. —N. Werksman, Attorney for the Parties. 201-8 Transvaal House, 80 Commissioner Street, Johannesburg. 9430—24-31-7

Notice is hereby given that the following changes took place on the 15th October, 1943, in the business of manufacturers of toilet articles, carried on under the style or firm of ORIBI PRODUCTS at Exploration Buildings, Commissioner Street, Johannesburg:—

1. CHRISTIAN AUGUST BLIGNAUT and MONTAGUE PHILIP WAHL retired from the said firm.

2. The remaining partner, JOSEPHUS CORNELIUS KEMP admitted a further partner, LOUIS HOSIOSKY and the said parties are now carrying on the business in co-partnership under the same style or firm and at the same address. 9432—24-31-7

Notice is hereby given that with effect from the 1st January, 1944, WALTER SEEHOFF will retire from the partnership known as A. WALLHEIMER: heretofore carried on by him with ALFRED WALLHEIMER as general dealers and ladies' wear manufacturers at 401 Vancouver House, President Street, Johannesburg, and notice is further given that from the said date NATWAL (PTY.), LTD., will be admitted by the said ALFRED WALLHEIMER into partnership with him in place of the said WALTER SEEHOFF in the said business which will thereafter be carried on under the same style at the same address. Dated at Johannesburg, this 14th day of December, 1943.—Moss-Morris & Ettlinger, Attorneys for the Parties, Aegis Building, Loveday Street, Johannesburg. 9408—24-31-7

REMOVAL OF BUSINESS.

The business known as THE HANDY FURNITURE STORE at 305 Potgieter Street, Pretoria, will be removed to 46 Schoeman Street, Pretoria, as from 1st day of January, 1944. 9457—24-31-7

NOTICE.

Notice is hereby given that the UNITED BAKING COMPANY, LTD., trading as CERES BAKERY at 50 Visagie Street, Pretoria, has sold the said business to CONSTANTINE ATHANASIOS RAPANOS, who will continue trading under the style or firm of CERES BAKERY, for his own benefit and account.—C. Mollink, Secretary for Companies, P.O. Box 1206, Pretoria. 9484—24-31-7

The general dealer and fresh produce dealer's business carried on by NAROTTAM JAIRAM JHINA and JAIRAM JHINA, trading as MALLIES MARKET at Stand No. 512, 41A Delarey Street, Malay Location, Johannesburg, will be carried on only by NAROTTAM JAIRAM JHINA, trading as MALLIES MARKET at the above address with effect from 1st January, 1944.—Himdad Khan, Agent, 400 Delarey Street, Vrededorp, Johannesburg. 9490—24-31-7

ABANDONMENT OF BUSINESS.

The general dealer's business carried on by M. SEGAL as CARMEL CLOTHING at 611 Hollande House, President Street, Johannesburg, will be abandoned as from 31st December, 1943. 9527—24-31-7

NOTICE.

The business of grocer, general dealer and tearoom carried on by SAMUEL LIEB at 79 Princess Street, Mayfair, Johannesburg, under the style of BELFAST TEAROOM AND PROVISION STORE, will be transferred to MORRIS SOLOMON with effect from the date of the last publication hereof. The said SOLOMON will carry on the said business at the same address and under the same style.—Arnold J. Arkin, Solicitor, etc., Magor House, Fox Street, Johannesburg. 9491—24-31-7

NOTICE.

The business of general dealer carried on by ROBERT EFFREN under the style of BOB EFFREN'S GARAGE at 2 De Ville Street, Industria, Johannesburg, will be transferred to HENRY SALKINDER as and from the 1st January, 1944, and who will carry on the aforesaid business under the style of HENRY'S SERVICE STATION. Dated at Johannesburg, this 14th day of December, 1943.—David R. Snaier, Attorney for Parties, 514 Aegis Buildings, Loveday Street, Johannesburg. 9495—24-31-7

NOTICE OF SALE.

Notice is hereby given that the general dealer's business carried on by CALEDONIA CONFECTIONERY AND TEAROOMS (PTY.), LTD., at 55 Main Road, Fordsburg, and 158B Central Avenue, Mayfair, will, as from 1st day of January, 1944, be sold and transferred to ALEXANDER HUGH McKENZIE, who will continue to carry on the said business under the name of CALEDONIA CONFECTIONERY TEAROOMS at the same address.—Peter MacDonald and Trollip. 9496—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by FANNY ESTHER STECKOLL at Erf No. 28, Miller Street, Hobhouse, Orange Free State, will be abandoned on the 31st day of December, 1943.—Shenker & Shenker, Attorneys for the Party, Maritime House, Loveday Street, Johannesburg. 9497—24-31-7

Notice is hereby given that the partnership subsisting between JULIUS BRAUDE and VICTOR KLEIN, trading as wholesale merchants at 305 Empire Buildings, Market Street, Johannesburg, has been dissolved by the retirement of the said JULIUS BRAUDE and the said VICTOR KLEIN has taken over all the assets and liabilities thereof. Dated at Johannesburg, this 14th day of December, 1943.—Isaac Katz, Attorney for the Parties, Magor House, 74 Fox Street, Johannesburg. 9498—24-31-7

ABANDONMENT OF BUSINESS.

The butchery business carried on by NATHAN BLOCH and MARTHINUS STEPHANUS DU PREEZ as the MALVERN EAST MEAT MARKET at Stand No. 55, being 53 Geldenhuis Road, Malvern East, will be abandoned on the 31st December, 1943. 9522—24-31-7

Notice is hereby given that the general dealer's business carried on by BERTHA SACHER under the style of CHEAP CYCLE WORKS in the premises on Stand No. 205, Booysens Reserve, Johannesburg, has been sold to BARNEY SACHER, who will carry on the said business at the same address and under the same style. Dated at Johannesburg, this 21st day of December, 1943.—I. Cooper, Attorney for Parties, 303 Lewis and Marks Building, President Street, Johannesburg. 9523—24-31-7

Notice is hereby given that the business of general dealer and native eating-house keeper, carried on by HO KING in the premises on Stand No. 725, being 2 End Street, City and Suburban, Johannesburg, has been sold and will be transferred to MAN CHEUN after the last publication hereof. Dated at Johannesburg, this 21st day of December, 1943.—I. Cooper, Attorney for Parties, 303 Lewis and Marks Building, President Street, Johannesburg. 9524—24-31-7

The business of general dealer, native eating-house keeper, butcher, milk shop and dealer in patent medicines at present carried on by IAN KURITZKY under the name of LUIPAARDSVLEI TRADING COMPANY at Stands Nos. 29 and 30, farm Luipaardsvlei No. 8, Krugersdorp, will, as and from the 1st January, 1944, be transferred to ARTHUR KURITZKY, who shall take over all the assets and liabilities of the business, and shall carry on the business under the same style as heretofore. 9525—24-31-7

NOTICE.

The general dealer's business carried on by ESTER MOLOI at Stand No. 1208, being 149 Eleventh Avenue, Alexandra Township, will be removed to 105 Sixth Avenue, Alexandra Township, as from 31st December, 1943. 9526—24-31-7

Notice is hereby given that the fresh produce and general dealer's business carried on by LENA KHOURIE under the style of LENA KHOURIE at 21 Biccard Street, Braamfontein, Johannesburg, will be sold to Mrs. RACHEL ZOCK, who will carry on the business under her own name at the same address as from 1st January, 1944. 9528—24-31-7

Notice is hereby given that, subject to the transfer of the licence, the business of a general dealer, carried on by PHILIPPOS KYRIAKOU PASTELLIDES under the name of PHILIPS FISH AND CHIPS, 3 Beaumont Street, Booysens, Johannesburg, will be transferred as at the 1st January, 1944, to JOHN KYRIAKOU PASTELLIDES, who, thereafter will continue to conduct the said business under the same name and style and at the same address. 9529—24-31-7

The business carried on by HARRY ARCUS under the style of ARCUS GRAPHITE COMPANY at 13 Homestead Street, Johannesburg, will be abandoned as from the 31st day of December, 1943.—Harold E Sergay, Attorney for the Party, 214 Winchester House, Loveday Street, Johannesburg. 9530—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by SONIA GROSSMAN at the corner of Long and Wepener Streets, Booysens, Johannesburg, has been abandoned, and that the stock-in-trade contained in the said business has been sold to BORIS MILNER.—I. Cooper, Attorney for Parties, 303 Lewis and Marks Buildings, Johannesburg. 9531—24-31-7

The dairy business carried on by SUSAN ELIZABETH DE KOCK, trading as WINDERMERE DAIRY at 120 Quarry Road, Bedford View, Johannesburg, will be carried on by SAMUEL GREEN, trading as CROSSLEY DAIRY at 65A Grace Street, Fairview, Johannesburg, under the style or firm of CROSSLEY DAIRY, from the date of the final publication hereof.—Kaynat, Broomberg & Graff, Attorneys for the Parties, Magor House, 74 Fox Street, Johannesburg. 9532—24-31-7

Notice is hereby given that the printing business conducted by ALPHA PRINTING CO. (PTY.), LTD., is hereby transferred to OMEGA PROPERTY TRUST (PTY.), LTD., as and from the 1st day of January, 1944, with all assets and liabilities.—Bernard Melman, Attorney for Parties, 104 Mutual Buildings, Johannesburg. 9536—24-31-7

SITUATION OF REGISTERED OFFICE.

Notice is hereby given [pursuant to Section 57 (3) of the Companies Act, 1926], that the Registered Office of BEACH PROPERTIES, LIMITED, will be situated as from the date of publication hereof at 39 Annan House, Fox Street, Johannesburg.—G. H. Dickson. C.A., Secretary. 9575—31-7-14

The retail butchery business carried on by SHAIK ABDULLA at 17 Main Street, Ferreirastown, Johannesburg, will be transferred to EBRAHIM SHAIK ABDULLA as from 1st January, 1944.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 9574—31-7-14

The business heretofore carried on by CLAUDE CECIL CAWOOD on Erf No. 278, Louis Trichardt, under the style of LOUIS TRICHARDT COLD STORAGE has been transferred to STEFANUS JOHANNES KRUGER and JACOB PETRUS VAN BLERCK, with effect from the 1st January, 1944. The said KRUGER and VAN BLERCK will continue under the same style.—Snyman & Leach, Attorneys for Parties, P.O. Box 86, Louis Trichardt. 9578—31-7-14

SALE OF BUSINESS.

The hairdressing and general dealer's business carried on by DAVID BRYCHAN DAVIES at Erf No. 17, Third Avenue, Springs, under the style of COURT HAIRDRESSING SALOON, has been sold and will be transferred to ANDREW JOHANNES COETZEE, who will carry on such business under the same style and at the same address.—Ivan Davies & Theunissen, Attorneys for Parties, Court Chambers, Second Street, P.O. Box 16, Springs, Transvaal. 9592A—31-7-14

ABANDONMENT OF BUSINESS.

Notice is hereby given that the business carried on by MRS. C. FRIEDLANDER at 545 Church Street, Pretoria, known as BADGEHIRS, will be abandoned as and from 31st December, 1943. 9606—31-7-14

NOTICE.

Notice is hereby given that the business of retail butcher carried on by ABDULLA CAMROODEEN at Stand No. 868, Asiatic Bazaar, Germiston, will be transferred to MAHOMED ALLY, who will carry on the business at the same address on the expiration of these notices. Dated at Germiston, this 23rd day of December, 1943.—H. Davidoff, Attorney for Parties, P.O. Box 205, Germiston. 9593—31-7-14

Notice is hereby given that the business of chemist and general dealer carried on at Erf No. 44, Joubert Street, Ermelo, by LANCELOT WILLIAM ROSSITER, has been sold with effect from 1st January, 1944, and will be transferred to SIEGFRIED OTTO MARTIN JOACHIM MULLER, who will carry on the said business for his own benefit at the same address under the style of ROSSITER'S PHARMACY.—D. Jackson, Attorney for the Parties, P.O. Box 146, Ermelo. 9580—31-7-14

REGISTRATION OF BUSINESSES ACT, 1909.

The business of general dealer and fresh produce dealer carried on by ANASTASIOS HARALAMBOUS at 108 Wenden Avenue, Brakpan, under the style of PANTHEON TEAROOM, has been sold and will be transferred to JOHN DAVID DUVENAGE after the third advertisement hereof.—B. D. Selvan, Solicitor for the Parties, 287 Prince George Avenue, Brakpan. 9577—31-7-14

NOTICE.

Notice is hereby given that HENRY WILLIAM MOREY, carrying on business on Portion No. 13 of the eastern half of the farm Alkmaar No. 122, District Nelspruit, under the style of ALKMAAR TRADING CO., has admitted as a partner in the said business, CORNELIUS JACOBUS SCHEURKOGEL with effect from 1st January, 1944. The business will be carried on under the style of ALKMAAR TRADING CO.—Aling & Streak, Attorneys for the Parties, P.O. Box 88, White River. 9591—31-7-14

The business of general dealer and restaurant or tearoom, carried on by SOTIRIOS CHRISTOPHER under the style of BLACK CAT CAFE at 462 Voortrekker Road, Brakpan, together with all the assets thereof, has been sold and will be transferred to ANASTASIOS HARALAMBOUS after the third advertisement hereof. 9610—31-7-14

TRANSFER OF BUSINESS.

Notice is hereby given, in terms of the Companies Act, Section 57 (3), that the Registered Office of the Company, SMILEBRO ESTATES (PTY.), LTD., situated on 374 Smith Street, Durban, Natal, has been transferred to 144 King Edward Street, Potchefstroom, Transvaal. For Smilebro Estates (Pty.), Ltd. —H. N. Mahomed, Director. 9611—31-7-14

KENNISGEWING.

Die algemene agents- en handelaarsbesigheid, gedryf onder die naam van J. C. I. RUDOLPH op Standplaas No. 50, Joubertsstraat, Ermelo, sal gesluit word vanaf die eerste dag van Januarie 1944. 9630—31-7-14

NOTICE.

Notice is hereby given that the business of hotel keeper and bottle store, carried on by HERBERT EDWARD VENN at YE WAYSIDE INN AND BOTTLE STORE on portion Doornhoek No. 93, District Belfast (Waterval Onder), and the business of aerated mineral water dealer and other trades for which licences have been granted, together with all the assets of the said businesses, have been sold and will be transferred to SYTZE ALKEMA, as and from the 1st February, 1944, subject to the temporary transfer of the hotel and bottle liquor licences of the said YE WAYSIDE INN AND BOTTLE STORE being granted to the said SYTZE ALKEMA.—Victor D. Weimer, Attorney for Parties, P.O. Box 11, Belfast, 23rd December, 1943. 9628—31-7-14

KENNISGEWING.

Neem kennis dat die firma DELPORT & VAN NIEKERK, algemene handelaars en kafee-houers van Hoekgebou, Presidentstraat, Christiana, ontbind word die 31ste Desember 1943, en dat J. A. VAN NIEKERK, in dieselfde hoedanigheid en in dieselfde gebou algemene handelaarsbesigheid en kafee, vanaf daardie datum sal dryf vir sy eie rekening en voordeel.—Jan Albert van Niekerk, Hoekgebou, Christiana. 9631—31-7-14

KENNISGEWING.

Die slaghuisbesigheid wat op Erf No. 4, in die dorp Groblersdal, deur JAKOB PETRUS MALAN COETZEE, PIETER HENDRIK COETZEE, Junior, en CHRISTIAAN JACOBUS COETZEE, onder die handelsnaam van COETZEE BROERS gedryf is, is verkoop aan HENDRIK JOHANNES VAN DER WESTHUIZEN, wie gemelde besigheid sal voortsit vir sy eie rekening en uitsluitlike voordeel vanaf 1 Januarie 1944, onder die handelsnaam van DAGBREEK SLAGHUIS.—H. P. Krogh, Prokureur vir die Partye, Groblersdal, 20 Desember 1943. 9629—31-7-14

NOTICE.

The general dealer's business conducted by ABDUL LATIEF DADA and ABOO BAKER DADA under the style of LATIEF BROTHERS at 49B Market Street, Pietersburg, will be sold and transferred to LATIEF BROTHERS (PROPRIETARY), LIMITED, with effect as from the 1st day of January, 1944.—Chaitow & Hirschmann, Attorneys for Parties, Pietersburg. 9619—31-7-14

NOTICE.

Notice is hereby given that the general dealer's business known as THE VAAL TRADING COMPANY, carried on at 27 Market Street, Johannesburg, by ABDUL HAMID, will be abandoned as and from the 31st day of December, 1943. Dated at Vereeniging, on this the 23rd day of December, 1943.—Vorster, Carter & Steyn, P.O. Box 83, Vereeniging. 9636—31-7-14

ABANDONMENT OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by ISAAC GAMSU at 418 Voortrekker Road, Brakpan, under the style of GAMSU'S CYCLE WORKS, has been abandoned with effect from the 31st December, 1943. Dated at Brakpan, this 23rd day of December, 1943.—A. D. Cohen, Attorney, 317 Prince George Avenue, Brakpan. 9624—31-7-14

The business of TROYEVILLE HAIRDRESSING SALOON carried on by TJAART CORNELIUS JACOBUS COETZEE, will be transferred to HENRY BENJAMIN SYMINGTON as from 3rd January, 1944.—Berrangè & Wasserzug, 77/83 Shakespeare House, Commissioner Street, Johannesburg. 9644—31-7-14

TRANSFER OF BUSINESS.

The business conducted by MA HING at 49 Asiatic Bazaar, Pretoria, has been transferred to PONG GO from 13th December, 1943.—E. Dinshaw, 442 Boom Street, Pretoria. 9645—31-7-14

KENNISGEWING.

Kennisgewing geskied hiermee, kragtens Artikel 34 van Wet No. 24 van 1936, dat die slaghuisbesigheid gedryf deur CORNELIS MARTHINUS RAS te Bronkhorstspruit, onder die naam van DIE KONTANT SLAGHUIS, vanaf 14 Januarie 1944 oorgemaak word aan LIEB RUDOLPH VAN JAARSVELD, wat vanaf gemelde datum die gemelde besigheid op dieselfde plek en onder dieselfde naam vir sy eie rekening sal voortsit. Gedateer te Pretoria, hierdie 28ste dag van Desember 1943.—Couzyn & Hertzog, Prokureurs vir Partye, De Villiers-gebou 5/7, Posbus 125, Pretoria. 9648—31-7-14

Notice is hereby given that the business carried on by MEYER GERBER under the style of METRO CASH STORE and METRO CAFE at 751-753 Voortrekker Road, Wonderboom South, Pretoria, has been sold to ANTONIOS HARAMBOUS with effect from the 1st January, 1944, and that from that date the business will be carried on at the same address for the benefit of the purchaser.—Weavind & Weavind, Attorneys for Parties, Pretoria. 9649—31-7-14

TRANSFER OF BUSINESS.

The restaurant and fresh produce dealer's businesses carried on by SAM LEGODI at 80 Schloho Street, Attridgeville, Pretoria, under the style of HENRY'S MODERN RESTAURANT, will be transferred to HENRY MOKALANE, trading at the same address and under the same style from the 1st January, 1944.—Morris Levy, Attorney for Parties, 20 De Villiers Buildings, Pretoria. 9655—31-7-14

REMOVAL OF BUSINESS.

The business of HAMBROS MINING MATERIAL MERCHANTS, proprietor C. H. G. HAMILTON, has been moved from 236 Commissioner Street, to 9 Alexander Street, Ferreirastown.
9653—31-7-14

NOTICE.

Notice is hereby given that the general dealer's business carried on by REUBEN JACKSON on Stand No. 1230, being 138A Jeppe Street, Johannesburg, will be transferred to Stand No. 1111, being 131 Jeppe Street, Johannesburg, as from 1st January, 1944, where it will be carried on under the style or firm of R. JACKSON & CO. 9656—31-7-14

The partnership existing between DAVID KAHN and SALOMON KAHN in the business known as DAVID H. KAHN, 501 Vancouver House, 145 President Street, Johannesburg, has been dissolved. DAVID KAHN will carry on business as sole proprietor from 20th December, 1943. 9657—31-7-14

TRANSFER OF BUSINESS.

The business of fresh produce and general dealer carried on by ISABELLA SAWYER will be transferred to MAX WILLIAM GRUSS as from the 1st January, 1944. 9658—31-7-14

BUSINESS REGISTRATION ACT, 1909.

NOTICE OF ABANDONMENT.

Notice is hereby given that the business of chemists and druggists carried on by C. BEILES & COMPANY under the style of PLANTATION PHARMACY at 155 Main Road, Fordsburg, Johannesburg, has been abandoned as from the 1st December, 1943.—Hellmann & Baker, Winchester House, Loveday Street, Johannesburg. 9659—31-7-14

NOTICE.

PIETER JACOBUS ANDRIES VAN DER BERGH and WILLIAM REID, trading as VAN DER BERGH AND REID at Birmingham Road, Benoni, have dissolved the said partnership with effect from 31st December, 1943. The said WILLIAM REID retires from the business and the said PIETER JACOBUS ANDRIES VAN DER BERGH and HAROLD DOUGLAS TERTON will continue at the same address under the name of BENONI STEEL PRODUCTS and will take over all assets and liabilities appertaining thereto. 9661—31-7-14

TRANSFER OF BUSINESS.

From 23rd December, 1943, business carried on under TURF TEAROOM, 151 Hay Street, Turffontein, is transferred to MR. F. W. PATE, who will carry on as above.—E. I. Duffield, G. E. Phillips.
9662—31-7-14

Notice is hereby given that the business carried on by EDWARD JACOBS (PROPRIETARY), LIMITED, at 72 Cullinan Buildings, Simmonds Street, Johannesburg, as mining timber merchants, will be removed to Jubilee House, 15 Simmonds Street, Johannesburg, as from the 1st January, 1944. 9663—31-7-14

TRANSFER OF BUSINESS.

The florist business carried on by MARY KATHLEEN DALRYMPLE under the style of TRIXIE at 42 Plein Street, Johannesburg, will be transferred to FANNY GETZ, who will carry on the business under the same style from the 1st day of January, 1944.—Gregorowski & Oscar Getz, Attorneys, Stanley House, Commissioner Street, Johannesburg.
9671—31-7-14

NOTICE.

M. SMITH & CO., estate agents, incorporating AFRICAN ESTATE AND FINANCE CO., have removed from 110 Fox Street, to Security Buildings, 95 Commissioner Street, Johannesburg, as from 1st December, 1943. 9665—31-7-14

Notice is hereby given that the general dealer's business heretofore carried on by ISRAEL GOLOMBO on Stand No. 1179, Twist Street, Albertsville, District Johannesburg, has been abandoned.—Reeders and Rosettenstein, Attorneys for Party, Standard Bank Chambers, Commissioner Street, Johannesburg. 9667—31-7-14

NOTICE.

The business of a retail butcher carried on in partnership by PHILIP NICOLAIDES and JOHN KATSAPAOS at 14 St. Domingo Avenue, Mayfair West, Johannesburg, under the style or firm of MAYFAIR WEST BUTCHERY, will, with effect from the 1st day of January, 1944, be transferred to PHILIP NICOLAIDES, who will continue to carry on the said business at the same address under the style or firm of PHILIP'S BUTCHERY.—I. Mendelow & Browde, Attorneys for the Parties, 502 Winchester House, Loveday Street, Johannesburg, 28th December, 1943. 9669—31-7-14

OORDRAG VAN BESIGHEID.

Kennisgewing geskied hiermee dat die besigheid as restaurant, gedryf deur HEINRICH KUTZNER te Macintyrestraat 45A, Jeppe, Johannesburg, in die naam ROYAL FISH AND CHIPS, vanaf 5 Oktober 1943 oorgemaak is aan en onder dieselfde naam gedryf sal word vir sy eie rekening deur JACOBUS HERCULES NEL. Gedateer te Johannesburg, hierdie 28ste nag van Desember 1943.—Dr. Carel Potgieter, Prokureur vir Partye, Garlickhuis 215, Harrisonstraat, Johannesburg. 9670—31-7-14

The general dealer's business conducted by the late JACOB SCHLOM COHEN as YEOVILLE CYCLE WORKS at 63 Raleigh Street, Yeoville, Johannesburg, will be transferred to ALEC SMITH as from 1st January, 1944.—Gross & Hyman Cohen, Attorneys, P.O. Box 155, Brakpan. 9672—31-7-14

NOTICE.

Notice is hereby given that NICOS LUC NICOLAIDES, trading as a general dealer, draper and dealer in fresh produce under the style or firm of WESTERN MAYFAIR STORES at corner San Domingo Avenue and Jason Street, Mayfair West, Johannesburg, and as a grocer, tearoom proprietor, general dealer and dealer in provisions under the style or firm of PHILIP'S GROCERY at corner St. Elmo Avenue and San Domingo Avenue, Mayfair West, Johannesburg, has admitted EVANGELOS PANAGIDES as a partner in the said business with effect from the 1st day of January, 1944. The partnership will continue to carry on the said business under the same styles and at the same addresses. Dated at Johannesburg, this 28th day of December, 1943.—I. Mendelow & Browde, Attorneys for the Parties, 502/5 Winchester House, Loveday Street, Johannesburg. 9674—31-7-14

NOTICE.

Notice is hereby given that the general dealer's business carried on by GOLDIE JACOBSON and PHOEBE LEVISON under the name and style of LITTLE PEOPLE, will be removed from 50 Twist Street, Johannesburg, to corner Kotze and Edith Cavell Streets, Johannesburg, as from the 1st day of January, 1944.—Jos. Brigish, Attorney for the Parties, 202 Union Centre, 31 Pritchard Street, Johannesburg. 9537—24-31-7

NOTICE.

The partnership carried on by MABEL LEVINE and MORRIS LEON LEVINE at 12A Pritchard Street, Johannesburg, has been dissolved and henceforth MORRIS LEON LEVINE will carry on business on his own act under the style of LEVINE & CO., at 1 Beresford House, corner Main and Simmonds Streets, Johannesburg. 9679—31-7-14

NOTICE.

The general dealer's business carried on by SAMUEL MEASROCH as GLOBE TRADING CO., at 405 Empire Buildings, Kruis Street, Johannesburg, has been removed to 31 New Kempsey Buildings, Fox Street, Johannesburg, as from 23rd December, 1943. 9680—31-7-14

ABANDONMENT OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by HARRY COHEN and LOUIS SHAPIRO as SAPCO DISTRIBUTORS at 126 Pritchard Street, Johannesburg, will be abandoned as from 31st December, 1943.
9681—31-7-14

The business of general dealer, fresh produce dealer, fruiterer and greengrocer carried on by ANASTASIOS HARALAMBOUS at 108 Wenden Avenue, Brakpan, under the style of PANTHEON TEAROOM, will be abandoned as from the 31st December, 1943.—B. D. Selvan, Solicitor, 287 Prince George Avenue, Brakpan. 9682—31-7-14

NOTICE.

The notice which appeared in the *Government Gazette* on the 10th, 17th and 24th December, 1943, of the intended transfer of the hereinafter mentioned business, is hereby cancelled and notice is hereby given that the business of general dealer, grocer and milk purveyor, carried on by GOLDIE BERMAN at 21 Third Avenue, Parktown North, under the style of PARKTOWN NORTH SUPPLY STORES, will be disposed of in favour of LAERTES SOFIANOS, who will carry on the said business under the same style at the same address as and from the 1st January, 1944.—Witkin, Sidelsky & Eidelman, Attorneys for Parties, 428 S.A. Mutual Buildings, Johannesburg. 9683—31-7-14

The business of retail butcher carried on by CHARLIE BIGGS on Stand No. 60, Coloured Township, Klerksdorp, under the style of WESTERN BANTU CASH BUTCHERY, will be abandoned on 31st December, 1943.—J. A. Neser, Oosthuizen & Wolfaardt, Attorneys for Party, P.O. Box 59, Klerksdorp. 9561—24-31-7

Notice is hereby given that the general agencies business carried on by PETRUS ALBERTUS ERASMUS under the style of OOM RASSIE SE DROOGSKOONMAKERS at 143 Northdene Avenue, Brakpan, was transferred to 656 Voortrekker Road, Brakpan, as from the 1st November, 1943. 9563—24-31-7

TRANSFER OF BUSINESS.

Notice is hereby given that the business of provision dealer carried on by A. F. A. DANIELS at 58 Railway Street, Pretoria, under the style of A. DANIELS, together with certain furniture and fittings and stock-in-trade therein, has been transferred to J. P. P. JONKER, who will carry on the business for her own account at the said address and under the same style as from the 1st day of January, 1944. Pretoria, this 21st day of December, 1943.—R. N. Edelstein & Kuyper, Attorneys for Parties, 4, 5, 6 and 7 Postma's Buildings, Pretoria.
9558—24-31-7

NOTICE.

Notice is hereby given that ALEC KARP, carrying on business as a general dealer under the style of K'S CASH SUPPLY at 138 Church Street, Pretoria, will admit ISRAEL GIGER as a partner as and from the 1st day of January, 1944, from which date the said ALEC KARP and ISRAEL GIGER will carry on business in co-partnership under the same style or firm and at the same address.—Sapirstein & Kuyper, Attorneys for Parties, 264 Van der Walt Street, Pretoria. 9559—24-31-7

The business conducted by ISMAIL BABA at Stand No. 480, Delarey Street, Vrededorp, has been transferred to ABDUL HAMID MAKDA, from 17th December, 1943.—I. I. Hazaree, Attorney for Parties, 25 Fox Street, Johannesburg. 9567—24-31-7

NOTICE.

Notice is hereby given that the partnership business of general dealer and restaurant formerly carried on by MICHAEL STEPHANOU and DEMOS STEPHANOU under the name and style of ELOFF CAFE at 241n Eloff Street, Johannesburg, will be dissolved as from the 31st December, 1943, and that DEMOS STEPHANOU will carry on the business under the same name and style at the same address as from the 1st January, 1944. Johannesburg, this 17th day of December, 1943.—Jos. Brigish, Attorney for the Partner, 31 Pritchard Street, Johannesburg. 9533—24-31-7

The fresh produce dealer's business carried on by S. H. JACOBSON (CLOVER DAIRY) at 13 Beit Street, Doornfontein, Johannesburg, will be transferred to S. H. JACOBSON and (Mrs.) FAY PEARL LIPA (born JACOBSON) (CLOVER DAIRY) as from 1st January, 1944. 9564—24-31-7

Notice is hereby given that the general dealer and tearoom business carried on by RUSTIC TEAROOMS (PROPRIETARY), LIMITED, under the style of RUSTIC TEAROOM at 77 Seventh Avenue, Rosebank, Johannesburg, has been sold and will be transferred on the 1st of January, 1944, to JOSEPH LAZARUS KATZ, who will carry on the said business under the style or firm of RUSTIC TEAROOMS for his own account and benefit as and from the aforementioned date.—Sachs & Berman, Attorneys for the Parties, 223 Lewis and Marks Building, President Street, Johannesburg. 9535—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the business of general dealer and grocer carried on by FAKIR ISMAIL under the style of FAKIR ISMAIL & SONS at Stands Nos. 1590 and 1591, Asiatic Bazaar, Springs, will be abandoned as from 31st December, 1943. Dated at Springs, this 24th December, 1943.—B. P. Goldberg, Attorney for Party, 5 Regal House, Second Street, Springs. 9517—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the wholesale butcher's business carried on by JACOB RAPPOPORT (CENTRAL MEAT MARKET) at Municipal Abattoirs, Johannesburg, will be abandoned on 31st December, 1943. 9518—24-31-7

Notice is hereby given that the business of general and provision dealer, butcher and Non-European restaurant conducted on Stand No. 54, 2 First Avenue, Springfield, Johannesburg, by ANTONIS PAPADOPLEMPIS, will be abandoned as from the 31st day of December, 1943. 9519—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the butchery business carried on by H. P. DU PREEZ at Hartebeestfontein No. 89, District Klerksdorp, was abandoned on the 1st November, 1943.—C. P. Vermaas, Attorney, P.O. Hartebeestfontein. 9516—24-31-7

NOTICE.

Subject to the temporary transfer of the Hotel Liquor Licence held in respect of the MASONIC HOTEL, Market Street, Boksburg, being duly granted to ARTHUR PATRICK APPLETON, with JOHN SMITH interested, the business of the said MASONIC HOTEL, together with the furniture and equipment of the said hotel will be sold by MICHA INVESTMENTS (PROPRIETARY), LTD., the owner thereof, to the said ARTHUR PATRICK APPLETON and JOHN SMITH, with effect as and from the 1st February, 1944, from which date they will carry on the business in partnership.—Hayman, Godfrey & Sanderson, Solicitors for the Parties, Transvaal House, 80 Commissioner Street, Johannesburg. 9515—24-31-7

ABANDONMENT OF BUSINESS.

Notice is hereby given that the business carried on under the name S. A. RUBINOW AND CO., has been abandoned as from the 1st December, 1943. 9538—24-31-7

REGISTRATION OF BUSINESSES ACT.

PANTELIS KOLATSIS, carrying on business at 5 Boksburg Road, Springs, as ASTOR CAFE, will admit JOHN KATSAPAOS as a partner into the said business with effect from the 1st January, 1944.

The business will be carried on at the same address and under the same style or firm for the benefit of the said parties. Dated at Springs, this 24th day of December, 1943.—H. L. Epstein, Attorney for the Parties, Suite No. 106, Balfour House, 18e Second Street, Springs. 9556—24-31-7

NOTICE.

Notice is hereby given that ISSIE JACOBSON, carrying on business as the RELIABLE WAGON, CART & TROLLEY MERCHANTS, at 208a Bree Street, Newtown, Johannesburg, will as and from the 1st January, 1944, admit GILLIE JACOBSON as a partner in the business, which will thereafter be carried on in co-partnership under the same style and at the same address.—Lezar & Jacobson, Attorneys for Parties, 402 S.A. Mutual Buildings, Commissioner Street, Johannesburg. 8371—17-24-31

Notice is hereby given that A. SHEVIL, trading as CENTRAL CYCLE STORE, on Stand No. 1331, Witfield Township, District Boksburg, has abandoned his business as from the date of the last publication hereof.—Averbuch & Segal, A.H.T. Buildings, Commissioner Street, Johannesburg. 8372—17-24-31

General dealer business carried on by the late JAP SHENE at 119 Bertha Street, Sophiatown, Johannesburg, is hereby transferred to AH HING as from the date of final publication hereof.—Bernard Melman, Attorney, 104-5 Mutual Buildings, corner Harrison and Commissioner Streets, Johannesburg. 8373—17-24-31

NOTICE.

Notice is hereby given that the general dealer business carried on by SAKINA SAWJEE, trading as KESHAVJEE TRADING CO. at 298 Boom Street, Pretoria, will be abandoned as from 31st December, 1943. 8364—17-24-31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 10125/1924, dated 7th November, 1924, passed by Zacharias Hendrik Jacobus de Beer, in favour of Alfred John Hollis, in respect of Lot No. 259, situate on Claremont and Montagu Streets, in the Township of Daspoort, District of Pretoria, measuring 138 square roods 128 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same with the Registrar of Deeds at Pretoria within three weeks from the last publication of this notice. Dated at Pretoria, this 17th day of December, 1943.—Macintosh, Cross & Farquharson, Attorneys for the Executor in the Estate of the said Alfred John Hollis. 9597—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 5085, dated 19th June, 1934, passed by Solomon Joseph Lipschitz, in favour of Adolphus William Karstel, in respect of—

certain piece of land, being Lot A, portion of Lots Nos. 2, 3 and 4, situate in Grove Road at Claremont, in the City of Cape Town, Cape Division, measuring seventy-one (71) square roods one hundred and twenty-six (126) square feet.

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 Cape Town within three weeks from the last publication of this notice. Dated at Cape Town, the 21st day of December, 1943.—W. E. Moore & Son, Applicant's Attorneys, 37 Castle Street, Cape Town. 9604—31

THE AFRICAN LIFE ASSURANSE SOCIETY, LIMITED.

Policy No. 229794, for £250, on the life of GERHARDUS MARTHINUS MUNRO.

Application having been made for a certified 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 hereof, a certified copy will be issued. By Order of the Board.—J. E. Honiball, Secretary, corner Commissioner and Kruis Streets, Johannesburg. 9579—31

SUN LIFE ASSURANCE COMPANY OF CANADA.

Policy No. 3231974, for £500, on the life of NICOLAAS LODEWIKUS VAN RENSBURG.

Application having been made for a certified copy of the above Policy, the original having been lost or destroyed, notice is hereby given that, unless the original is produced at this office within three months from the date this advertisement first appeared, a copy may be issued.—F. V. Fairbrass, Branch Manager, Aegis Building, Loveday Street, Johannesburg. 9595—31

THE AFRICAN LIFE ASSURANCE SOCIETY, LIMITED.

Policy No. 160487, for £300, on the life of ALFRED PEARCE.

Application having been made for a certified 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 hereof, a certified copy will be issued. By Order of the Board.—J. E. Honiball, Secretary, corner Commissioner and Kruis Streets, Johannesburg. 9668—31

VERLORE AKTE VAN TRANSPORT.

Hierby word kennis gegee dat ons van voornemens is om aansoek te doen by die Registrateur van Aktes te Pretoria vir 'n gesertifiseerde afskrif van Akte van Transport No. 7192/1923, gedateer 2 Augustus 1923, ten gunste van Catharina Wilhelmina Naude (gebore Roux), getrouid in gemeenskap van goedere met Barend Johannes Vorster Naude, ten opsigte van $^{1}/_{16}$de aandeel; en Pieter Hendrik Roux, ten opsigte van $^{263}/_{1056}$ste aandeel in die resterende gedeelte van die plaas Blyvooruitzicht No. 71, distrik Potchefstroom, groot as sodanig 25 morge 15 vierkante roede.

Alle persone wat besware het teen die uitreiking van sodanige afskrif word hiermee versoek om hulle besware in geskrif in te dien by die Registrateur van Aktes te Pretoria binne 3 weke vanaf publikasie van hierdie kennisgewing.—Meyer & Meyer, Prokureurs vir die Applikante, Potchefstroom. 9626—31

VERLORE TRANSPORTAKTE.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Transportakte No. 1938/13, gedateer 15 Maart 1913, gegee deur die African Realty Trust, Ltd., ten gunste van Dina Maria van der Merwe, ten opsigte van—

sekere Erf No. 147, geleë aan Veertiendestraat, op daardie gedeelte bekend as die dorp Marlboro van die plaas Zandfontein No. 1, distrik Johannesburg, groot 69 vierkante roede 64 vierkante voet.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria binne drie weke vanaf die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 28ste dag van Desember 1943.—Roux & Jacobsz, Prokureurs van Applikant, Posbus 46, Pretoria. 9632—31

VERLORE TRANSPORTAKTE.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Transportakte No. 1939/13, gedateer die 5de Maart 1913, gegee deur die African Realty Trust, Ltd., ten gunste van Gert Jacobus van der Merwe, ten opsigte van—

sekere Erf No. 140, geleë aan Vyftiendestraat, op daardie gedeelte bekend as die dorp Marlboro van die plaas Zandfontein No. 1, distrik Johannesburg, groot 69 vierkante roede 64 vierkante voet.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria binne drie weke vanaf die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 28ste dag van Desember 1943.—Roux & Jacobsz, Prokureurs van Applikant, Posbus 46, Pretoria. 9633—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 4137/1931, dated the 4th day of May, 1931, passed by African Realty Trust, Limited, in favour of Bernard George Clynick, in respect of certain Plot No. 1334, situate on Figtree Avenue and Florence Road, in the Township of Zebediela Estates (Agricultural Plots), District Potgietersrust.

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 Pretoria within three weeks from the last publication of this notice. Dated at Johannesburg, this 28th day of December, 1943.—Bowman, Gilfillan & Blacklock, Applicant's Attorneys. 9652—31

VERLORE TRANSPORTAKTE.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Transportakte No. 2000/1913, gedateer die 7de Maart 1913, gegee deur die African Realty Trust Ltd., ten gunste van Willem Petrus van der Merwe, ten opsigte van—

sekere Erf No. 141, geleë aan Vyftiendestraat, op daardie gedeelte bekend as die dorp Marlboro van die plaas Zandfontein No. 1, distrik Johannesburg, groot 69 vierkante roede 64 vierkante voet.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria binne drie weke vanaf die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 28ste dag van Desember 1943.—Roux & Jacobsz, Prokureurs van Applikant, Posbus 46, Pretoria. 9634—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. F. 1889/1943, dated the 6th day of March, 1943, passed by Samuel Hyde (born 10th July, 1902), in favour of Seemur (Proprietary), Limited, a Company registered with limited liability according to law, in respect of—

certain freehold Lot numbered 325, situate on Spring Street and Stephen Road, in the Township of Ophirton, on farm Turffontein No. 21, District Johannesburg, measuring 34 (thirty-four) square roods 104 (one hundred and four) square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Rand Townships Registrar at Johannesburg within three weeks from the last publication of this notice.—Deneys Reitz, Jacobson & Effune, Anglovaal House, Fox Street, Johannesburg. 9660—31

VERLORE SERTIFIKAAT VAN GEREGISTREERDE TITEL.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Sertifikaat van Geregistreerde Titel No. 427/1923, gedateer 20 Januarie 1923, uitgereik in die guns van Gustav Schoeman Preller (tans oorlede), ten aansien van Gedeelte No. 1 van Gedeelte F van die plaas Welgegund No. 481, Distrik Pretoria, groot 700 morge.

Alle persone wat teen sodanige afskrif beswaar maak word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria binne drie (3) weke van die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 29ste dag van Desember 1943.—Reitz & Van der Merwe, Applikant se Prokureurs, 160 Pretoriusstraat, Pretoria. 9673—31

ST. ANDREW'S BUILDING SOCIETY.

Lost Savings Bank Pass Book No. A. 14154, in the name of FREDERICK KENNITH MICHEL.

Application having been made for a duplicate of the above Savings Bank Pass Book, notice is hereby given that, unless the original is produced at the offices of this Society within one month from date hereof, a duplicate will be issued.—J. Fleming Orr, C.A., General Manager, 31st December, 1943. 9651—31

MAGISTRAATSHOVEN WET
(No. 32 van 1917)
(met wysigings tot en met 1933).
Prys: 2s. 6d. Posvry.
Verkrygbaar van die Staatsdrukker, Pretoria en Kaapstad.

UNITED BUILDING SOCIETY.

(PRETORIA BRANCH.)

Savings Pass Book No. 5389, in the name of Mrs. H. N. Newton-Thompson, having been lost and application made for the issue of a duplicate, notice is hereby given that, unless the original Pass Book is returned to this office, 222 Pretorius Street, within 10 days from date hereof, such duplicate will be issued. By Order of the Board.—H. L. Abrahamse, Local Manager. 9612—31

Case No. 7417/43.

SALE IN EXECUTION.

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG, HELD AT JOHANNESBURG.

Between LAND PROVIDENT BUILDING SOCIETY, Plaintiff, and JACOMINA ALETTA BEKKER, Defendant.

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, and Writ of Execution, dated the 2nd day of December, 1943, the following will be sold in execution, on Thursday, the 13th day of January, 1944, at 10.30 o'clock a.m., at the New Magistrate's Courts, Fox Street, Johannesburg, to the highest bidder, viz.:—

Certain Portion A, measuring 5,000 square feet, of Lot No. 514, situate in the Township of Westdene, District of Johannesburg, with buildings thereon, subject to First Mortgage No. F. 9867/1942, dated 9th December, 1942, and Second Mortgage No. F. 9868/1942, dated 9th December, 1942.

CONDITIONS OF SALE.

1. The property shall be sold without reserve and to the highest bidder.

2. The purchaser shall pay all costs of transfer, transfer duty, arrear rates and taxes, licences, sanitary fees and any Municipal Sewerage or Electrical Loans owing in respect of the said property, with interest due.

3. 10 per cent. of the purchase price must be paid in cash on day of sale and the balance paid or secured by an approved bank or building society guarantee within 21 days thereafter, provided that if the Plaintiff be the purchaser, for a figure less than the amount owing to Plaintiff, then no payment need be made or guarantee furnished.

4. If Condition No. 3 hereof is not fulfilled, the sale may at the option of the Plaintiff, be declared null and void, and of no effect, and the property may again be sold in execution. In such event the defaulting purchaser shall be liable to make good to Plaintiff any deficiency of purchase price which may arise on such second sale and all costs incurred in reselling the property, and any cash payment made in terms of Condition No. 3 hereof, shall be appropriated towards the payment of such deficiency and costs.

5. Transfer shall be effected by Plaintiff's Attorneys.

W. C. T. Devine, Messenger of the Court, Johannesburg, 13th December, 1943. 8331—31

CITY OF JOHANNESBURG.

CITY OF JOHANNESBURG 3½ PER CENT. LOCAL REGISTERED STOCK, REDEEMABLE 1959.

CITY OF JOHANNESBURG 3½ PER CENT. LOCAL REGISTERED STOCK, REDEEMABLE 1960/65.

Notice is hereby given that the Nominal Registers and Transfer Books of the above-mentioned Stocks will be closed from the 17th to 31st January, 1944, both days inclusive, and that the interest payable on the 1st February, 1944, will be paid to Stockholders registered at the date of the closing of the above-mentioned Registers and Transfer Books.—For the Registrars: Barclays Bank (Dominion, Colonial and Overseas), Johannesburg Branch, E. V. Edkins, Manager. 9666—31

CITY OF DURBAN.

SLUMS ACT No. 53 OF 1934, AS AMENDED.

RESCISSION OF SLUM DECLARATION.

Notice is hereby given, for general information, in terms of Section 15 (4) (c) of the Slums Act No. 53 of 1934, as amended, that the City Council at its meeting held on 20th December, 1943, rescinded the Slums Declaration passed at a meeting held on 11th September, 1936, in respect of the undermentioned premises :—

Stand No.	Description of Premises.	Road.	Owner.
1	Sub. B of D, and Rem. of D, Lot 5, Victoria County No. 1553	Riverside Mountain and Mandalay Rds.	Esmail M. Paruk.
2	Sub. 24 of D, Lot 5, Victoria County No. 1553.....	Riverside and Mountain Roads	Parbathi Soorsatty and Somintra.
3	Sub. C of E of V, Lot 4, Victoria County No. 1551..	Riverside.....	Kabuteric.
4 (i)	Rem. of B, Lot 4, Victoria County No. 1551.....	Riverside & Tommo Roads	Sonamathi, Mahadei, Moni Ram, Premjith and Rupram.
(ii)	Sub. 3 of B, Lot 4, Victoria County No. 1551.....	Tommo Road.....	" "
(iii)	Sub. 2 of B, Lot 4, Victoria County No. 1551.....	Tommo Road.....	" "
(iv)	Sub. 1 of B, Lot 4, Victoria County No. 1551.....	Tommo Road.....	" "
5	Rem. of Z, Lot 4, Victoria County No. 1551.....	Riverside & Tommo Roads	Patia & Ramnarain.

Town Clerk's Office,
Durban, 22nd December, 1943.

JOHN McINTYRE,
Town Clerk.

9665—31

KENNISGEWING VAN VERGADERING VAN BALJU.

In die saak tussen GIDEON FRANCOIS BROODRYK, Eiser, en DANIEL MATHEUS HARTZER, Verweerder.

'n Vergadering van Verbandhouers en ander belanghebbendes in die ondervermelde eiendom sal ten kantore van die Balju van Transvaal te Pretoria, op Maandag, die 10de dag van Januarie 1944, om 9.15 uur vm., gehou word met die doel om te besluit of die gesegde eiendom verkoop moet word, en so ja, om die voorwaardes van verkoop vas te stel, nl.:—

Sekere vry erfpag Perseel No. 86, geleë aan Elfdestraat, op die gedeelte bekend as Maraisburg Stadsgebied, van die eiendomsplaas Paardekraal No. 8, distrik Roodepoort.

M. W. Human, Balju, Baljuskantoor, Transvaal, Pretoria, 28 Desember 1943.

9647—31

NOTICE.

Notice is hereby given that I have appointed JOHAN SCHIMPER COULSON, of Zeerust, as Acting Deputy-Sheriff of and for the District of Marico during the absence on leave of Robert Bairs Warren, Deputy-Sheriff, with effect from the 31st December, 1943. Pretoria, this 29th day of December, 1943.—M. W. Human, Sheriff of the Transvaal.

KENNISGEWING.

Kennis word hiermee gegee dat ek JOHAN SCHIMPER COULSON, van Zeerust, aangestel het as Waarnemende Onderbalju vir en van die distrik van Marico vanaf 31 Desember 1943, gedurende die afwesigheid met verlof van Robert Bairs Warren, Onderbalju. Pretoria, hierdie 29ste dag van Desember, 1943.—M. W. Human, Balju van Transvaal. 9676—31

NOTICE.

Notice is hereby given that I have appointed PIETER EDUARD AHLERS, of Belfast, as Acting Deputy-Sheriff of and for the District of Belfast during the absence on leave of Victor D. Weimer, Deputy-Sheriff, with effect from the 24th December, 1943. Pretoria, this 24th day of December, 1943.—M. W. Human, Sheriff of the Transvaal.

KENNISGEWING.

Kennis word hiermee gegee dat ek PIETER EDUARD AHLERS, van Belfast, aangestel het as Waarnemende Onderbalju vir en van die distrik van Belfast, gedurende die afwesigheid met verlof van Victor D. Weimer, Onderbalju, vanaf 24 Desember 1943. Pretoria, hierdie 24ste dag van Desember 1943.—M. W. Human, Balju van Transvaal.

9646—31

COMPANIES ACT.

Notice pursuant to Section 139 (2).

IN *RE* RESERVE INVESTMENT COMPANY, LIMITED (in Voluntary Liquidation).

The Second Liquidation and Distribution Account in this matter has been duly confirmed by the Master of the Supreme Court and a Second Dividend to Shareholders is now in course of payment. —James Dekker, P.O. Box 3382, Johannesburg; J. M. V. H. Brink, P.O. Box 71, Pretoria. 9650—31

WITWATERSRAND BRICK AND TILE COMPANY, LIMITED.

CLOSING OF REGISTER OF MEMBERS.

Notice is hereby given that the Share Transfer Books and Register of Members of the Company will be closed from the 31st December, 1943, to the 17th January, 1944, both days inclusive. By Order of the Board.—Lawrie, Rodd, Eastwood and Wallace, Transfer Secretaries, per T. P. Smith. 9664—31

TOWN COUNCIL OF GERMISTON.

SLUMS ACT, 1934 (AS AMENDED).

Notice is hereby given for general information, in terms of Section 15 (4) (c) of the Slums Act, 1934, as amended by Act No. 24 of 1937, that the Town Council of Germiston, at its meeting held on the date specified hereunder, rescinded the Slum Declaration previously made on the following premises within the Municipality of Germiston:—

Council Meeting held on the 20th December, 1943.

Stand No. 101A, Georgetown.

H. S. Miller, Town Clerk, Town Office, Germiston, 22nd December, 1943. (No. 93.)

STADSRAAD VAN GERMISTON.

AGTERBUURTE WET, 1934 (SOOS GEWYSIG).

Hiermee word, kragtens Seksie 15 (4) (c) van die Agterbuurtewet, 1934, soos gewysig deur Wet No. 24 van 1937, vir algemene inligting bekendgemaak dat die Stadsraad van Germiston op die Vergadering gehou op die datum hieronder genoem, die Deklarasie oor Agterbuurtes wat tevore in verband met die volgende standplaas binne die Munisipale Wyk van Germiston uitgevaardig is, nietig verklaar het:—

Raadsvergadering gehou op 20 Desember 1943.

Standplaas No. 101A, Georgetown.

H. S. Miller, Stadsklerk, Stadskantoor, Germiston, 22 Desember 1943. (No. 93.)

9643—31

UNION OF SOUTH AFRICA.

BUILDING SOCIETIES ACT, 1934.

WINDING-UP OF THE CITY AND SUBURBAN TERMINATING MUTUAL BUILDING SOCIETY.

INSPECTION OF ACCOUNT AND BALANCE SHEET.

It is hereby notified for general information, in terms of sub-section (7) of Section 38 of the Act, that the Account and Balance Sheet of the City and Suburban Terminating Mutual Building Society lodged with me in terms of sub-section (4) of the above-mentioned section, will lie open at my office and a copy thereof at the office of the Magistrate, Cape Town, during the period 3rd to 18th January, 1944, for inspection by persons interested.

Any person desiring to raise any objection to the confirmation of the above-mentioned Account and Balance Sheet, must lodge such objection, in writing, with reasons therefor, with me before the 28th day of January, 1944.

E. H. D. ARNDT,
Registrar of Building Societies,
Treasury, Pretoria, 15th December, 1943.

UNIE VAN SUID-AFRIKA.

BOUVERENIGINGSWET, 1934.

LIKWIDASIE VAN DIE CITY AND SUBURBAN TERMINATING MUTUAL BUILDING SOCIETY.

INSAE VAN REKENING EN BALANSSTAAT.

Ingevolge subartikel (7) van Artikel 38 van bogenoemde Wet, word hierby vir algemene inligting bekendgemaak dat die Rekening en Balansstaat van die City and Suburban Terminating Mutual Building Society wat ingevolge subartikel (4) van bovermelde artikel by my ingedien is, gedurende die tydperk 3 tot 18 Januarie 1944 op my kantoor en 'n afskrif daarvan op die kantoor van die Magistraat, Kaapstad, ter insae van alle belanghebbende persone sal lê.

Enigeen wat verlang om enige beswaar teen die bekragtiging van bovermelde Rekening en Balansstaat te maak, moet sodanige beswaar skriftelik, tesame met die redes daarvoor, by my voor die 28ste dag van Januarie 1944 indien.

E. H. D. ARNDT,
Registrateur van Bouverenigings.
Tesourie, Pretoria, 15 Desember 1943.

9456—31

THE ALIENS ACT, 1937.

NOTICE OF INTENTION TO CHANGE NAME.

I, FRANS JACOB COETZEE, residing at Plot No. 28, Sundra Small Holdings, District Springs, a farmer, intend to apply to the Governor-General for authority, under Section 9 of the Aliens Act, 1937, to assume the surname of KENNEDY, for the reason that FRANCIS OSBORN KENNEDY is my stepfather who, since my infancy, has maintained me.

I previously bore the name FRANS JACOB COETZEE.

Any person who objects to my assumption of the said name of FRANS JACOB KENNEDY should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor with the Magistrate of Springs.—F. J. Coetzee, 24th December, 1943.

9520—24-31-7-14

MAGISTRATE'S COURT ACT
(No. 32 of 1917)
(with amendments up to and including 1933).

Price: 2s. 6d. Post Free

Obtainable from the Government Printer, Pretoria and Cape Town.

APPLICATION FOR A LICENCE OF THE MINISTER OF JUSTICE.

(Section 21 of the Companies Act, 1926, as amended.)

Notice is hereby given, in pursuance of the Companies Registration Regulation 26, as amended, that application has been made to the Minister of Justice for a licence directing an Association which has been formed under the name FEDERATED CHAMBER OF AGRICULTURAL COMMERCE AND INDUSTRIES, as an Association of non-profit to promote, protect and improve the home and foreign trade and commerce and manufactures of those persons, firms and companies engaged or interested in Agricultural Commerce and Agricultural Industries in the Union of South Africa. The objects of the Association are set out *in extenso* in the Memorandum of Association, a copy of which may be inspected at the office of the undersigned or of the Registrar of Companies, Pretoria.

Notice is hereby further given that any person objecting to the registration of the Association may bring such objection to the notice of the Minister of Justice within one month from first publication hereof) by letter addressed to the Registrar of Companies, Pretoria. Dated at Pretoria, this 31st day of December, 1943. —MacRobert, De Villiers & Hitge, Applicant's Attorneys, United Buildings (Sixth Floor), 222 Pretorius Street (corner Bank Street), Pretoria. 9599—31-7-14

Insolvent Estate of JOHANNES COENRAAD GERBER, a farmer, of Middelrug, District Knysna, Register No. 2578.

The undermentioned landed property will be submitted to sale at public auction outside the Auction Mart of J. R. Beck, Auctioneer, Main Street, Knysna, at 10 a.m., on Saturday, the 29th January, 1944. The conditions of sale can be inspected at the office of the undersigned, to wit:—

One-fifth undivided share in certain piece of perpetual quitrent land, situate in the Division of Knysna, being Lot H of Elandskraal, a portion of the farm Elands Kraal, measuring as per the whole thereof, 738 morgen 66 square roods.

H. A. Tidswell, Sole Trustee Insolvent Estate J. C. Gerber, Main Street, Knysna. 9641—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 115/1942, dated 17th February, 1942, passed by Estate late Levy Howe, in favour of William James Samuel Wren, in respect of certain piece of land, being Lot No. 8, Block D of Section C, situate south of St. Peter's Road, in the City of East London, Division of East London, measuring 93 square roods 9 square feet, Cape measure.

All persons having objections to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds in Kingwilliamstown within three weeks from the last publication of this notice. Dated at East London, this 24th day of December, 1943.—Bate, Chubb & Dickson, Permanent Buildings, East London. 9616—31

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that STAVROS PAPPAS, trading under the style or firm of the STATION CAFE at Sack's Building, Durban Road, Bellville, intends to dispose of the said business to LEONHARD FREIDBERG. Dated at Bellville, this 14th day of December, 1943. —Rabinowitz & Co., Attorneys for the Parties, 34 Durban Road, Bellville. 9435—24-31

DIE PERELSE BOEDEL EN AGENTSKAP MAATSKAPPY, BEPERK, PAARL.

VERLORE DEPOSITO KWITANSIE.

Kennis word hiermee gegee dat aansoek gedoen is vir 'n gesertifiseerde afskrif om die plek te neem van die oorspronklike Vaste Deposito Kwitansie No. 139, gedateer 23 Oktober 1942, groot eenhonderd pond (£100), uitgereik deur die bostaande Maatskappy, in guns van Mev. E. G. J. Basson, van Seekoegat, Wellington, welke kwitansie verlore of vernietig is, en alle persone wat beswaar het teen die uitreik van sodanige afskrif moet sodanige beswaar in geskrif inlewer by die ondergetekende binne drie weke na die laaste verskyning van hierdie kennisgewing. Gedateer te Paarl, hierdie 22ste dag van Desember 1943.—W. P. Rousseau, Sekretaris, Posbus 236, Paarl. 9637—31

VERLORE TRANSPORTAKTE.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir die uitreiking van 'n gesertifiseerde afskrif van Transportakte No. 1759, gedateer 6 Maart 1922, gegee deur Susanna Magdalena van der Merwe, jongedame, ten gunste van Martins Jacobus Klyngelt, ten aansien van—

(1) seker erf of lot grond, geleë in die Munisipaliteit en Afdeling van Hanover, in Bergstraat, synde Water Erf No. 38, groot 75 vierkant roede;

(2) seker stuk grond, geleë in die Munisipaliteit en Afdeling van Hanover, in Bergstraat, synde die resterende uitgestrektheid van die Water Erf of Lot No. 40, groot 49 vierkant roede 54 vierkant voete;

(3) seker stuk grond, geleë in Bergstraat, in die Munisipaliteit en Afdeling van Hanover, synde Gedeelte A van die Water Erf of Lot No. 40, groot 25 vierkant roede 90 vierkant voete:

(4) seker stuk grond, synde die Water Erf No. 39, geleë soos hierbo, groot 79 vierkant roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te lewer by die Registrateur van Aktes te Kaapstad binne drie weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Hanover, hierdie 22ste dag van Desember 1943.—Euvrard & Van Zyl, Prokureurs vir Applikant, Markstraat. Posbus 5, Hanover, K.P. 9601—31

SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY.

Policies Nos. 347640/1, for £100 each, on the life of HENDRIK JACOBUS POLLARD.

Application having been made for copies of the above Policies, the original having been lost, notice is hereby given that, unless the original be produced at the office of this Society within three months from the date this advertisement first appeared, copies will be issued. By Order of the Board.—C. Cosmo Monkhouse, General Manager, Cape Town. 9615—31

THE SOUTHERN CROSS ASSURANCE COMPANY, LIMITED.

Policy No. 622886, for £400/£400, on the life of JOHANNES MATTHEUS DU PREEZ.

Application having been made for a duplication 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 the 29th day of December, 1943, a duplicate will be made. By Order of the Board.—C. P. Hewitson, General Manager for South Africa, Cleghorn's Buildings, Adderley Street, Cape Town. 9638—31

AFRICAN HOMES TRUST AND INSURANCE CO., LTD.

Policy No. 14205, on the life of JOSHUA LINDSAY SELEPE.

The original Policy having been lost, notice is hereby given that a certified copy of the said Policy will be issued in terms of Act No. 37 of 1923, unless the original Policy is produced at this office within three months from the date hereof. —M. S. Louw, General Manager, 28 Wale Street, Cape Town, 18th December, 1943. 9583—31

AFRICAN HOMES TRUST AND INSURANCE CO., LTD.

Policy No. 19171, for £250, on the life of EDWIN JOSEPH MAGGIO.

The original Policy having been lost, notice is hereby given that a certified copy of the said Policy will be issued in terms of Act No. 37 of 1923, unless the original Policy is produced at this office within three months from the date hereof. —M. S. Louw, General Manager, 28 Wale Street, Cape Town, 18th December, 1943. 9594—31

SUID-AFRIKAANSE NASIONALE LEWENS ASSURANSIE MPY., BPK.

Polis No. 81082, vir £1,000, op die lewe van ANDRIES GERHARDUS VISSER.

Daar die oorspronklike Polis verlore geraak het, word hiermee kennis gegee dat 'n gesertifiseerde afskrif daarvan, kragtens Wet No. 37 van 1923, uitgereik sal word tensy die oorspronklike Polis by hierdie kantoor ingelewer word binne drie maande vanaf hierdie datum.—M. S. Louw, Mede-hoofbestuurder en Aktuaris, Waalstraat 28, Kaapstad, 23 Desember 1943. 9623—31

VERLORE AKTES VAN TRANSPORT.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir gesertifiseerde afskrifte van Transportaktes Nos. 4726 en 4727, albei gedateer die 12de Junie 1935, gegee deur Roelof Petrus du Toit, in sy hoedanigheid as Eksekuteur Testamentêr in die Boedel van wyle Petrus Johannes Struwig, aan en ten gunste van Fredrika Geretta Cornelia Magdalena Pretorius, gebore Struwig, gehuud buite gemeenskap van goed met Johannes Pieter Pretorius, en Engela Catharina van Wyk, gebore Struwig, gehuud buite gemeenskap van goed met Schalk Carel Willem van Wyk, in gelyke aandele, ten aansien van—

seker stuk grond, geleë in die Afdeling van Hanover, synde die restant van 'n gedeelte van die plaas Droogevlakte, groot 2,617 morge 35 vierkant roede 32 vierkant voete,

kragtens Transportakte No. 4726, gedateer die 12de Junie 1935; en deur Engela Catharina van Wyk, gebore Struwig, gehuud buite gemeenskap van goed met Schalk Carel Willem van Wyk, voormeld haar een-halwe aandeel in bogenoemde stuk grond aan die genoemde Fredrika Geretta Cornelia Magdalena Pretorius, gebore Struwig, gehuud buite gemeenskap van goed met Johannes Pieter Pretorius, kragtens Transportakte No. 4727, gedateer die 12de Junie 1935.

Alle persone wat teen die uitreiking van sodanige afskrifte beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Kaapstad binne drie weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Hanover, hierdie 22ste dag van Desember 1943.—Euvrard & Van Zyl, Prokureurs vir Applikant, Markstraat, Posbus 5, Hanover, K.P. 9602—31

EASTERN PROVINCE BUILDING SOCIETY.

LOST SCRIP.

Notice is hereby given, in terms of the Building Societies Act, 1934, that application has been made to the Directors of the above Society, for a fresh Certificate of the Shares Nos. 490 to 494 (inclusive), in the 37th Section, registered in the name of Petronella Jacoba van Aarde, on the ground that the original has been lost, mislaid or destroyed, and that, should no objection be lodged at the Society's Office on or before the 24th January, 1944, the said fresh Certificate will be issued. Dated at Grahamstown, this 21st day of December, 1943.—Frank Harty, Secretary, P.O. Box 50, Grahamstown. 9586—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 951, dated 5th February, 1929, passed by Petrus Christian Allen, in favour of Alfred Stockdale Hooper, in respect of certain piece of redeemed quitrent land, situate in the Village Management Board Area of Poole's Bay, in the Division of Caledon, being Lots Nos. 14 and 15 of Lots Nos. 8 to 15, Block H, measuring one hundred and twenty-five (125) 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 within three weeks from the last publication of this notice. Dated at Cape Town, this 24th day of December, 1943.—W. E. Moore & Son, Applicant's Attorneys, 37 Castle Street, Cape Town. 9635—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 10291, dated 23rd August, 1906, passed by the Mayor, Councillors and Ratepayers for the time being of the Town of Kimberley, in favour of Joseph Joshua, in respect of certain piece of land, being Lot No. 85, Block R, situate in Brennan Road, in the Township of Kimberley, Division of Kimberley, measuring 432 square roods and 92 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Assistant Registrar of Deeds at Kimberley within three weeks from the last publication of this notice. Kimberley, 23rd December, 1943.—Farrelly & Farrelly, Attorneys for the Executor Testamentary Estate late Joseph Joshua, 1 Market Street, Kimberley. 9618—31

NOTICE.

Notice is hereby given that ALBERT GEORGE CONSTANTINE LINDHORST intends to dispose of his trading site called MZONGA, in the District of Willowvale, to EDWARD CLYDE LINDHORST, and that fourteen days after publication of this notice application will be made through the Native Commissioner of Willowvale, for the Governor-General's consent to the transfer of the property and licences relevant thereto to the said EDWARD CLYDE LINDHORST.—J. D. Mitchell, Attorney for Parties, Willowvale, 11th December, 1943. 9427—24-31

NOTICE.

Notice is hereby given that JAMES MULLER, storekeeper, of Barkly West, intends alienating to JACK KAPLAN, Lot No. 41, Barkly West, with its buildings, fixtures, fittings, scales, bins, etc. Barkly West, 24th December, 1943. 9613—31-7

SALE IN EXECUTION.

In execution of the judgment of the Native Commissioner's Court for the District of Port Elizabeth, held at Port Elizabeth, in an action wherein JAMES KATE was the Plaintiff, and ELEAZER CHARLES MKUMATELA, the Defendant, a sale will be held in front of the Court-house at Port Elizabeth, on Friday, the 7th day of January, 1944, at 11 a.m., of Defendant's interest in the following property:—

A certain piece of land with buildings thereon, situated at Korsten, in the Municipality of the City of Port Elizabeth, Division of Port Elizabeth, being Sub-division No. 90 of Erven Nos. 204, 205, 206, measuring 12 square roods 72 square feet under Title Deed No. 9674, dated 18th December, 1931.

CONDITIONS OF SALE.

1. The purchase price shall be paid in cash immediately after the sale.
2. Purchaser shall pay the costs of transfer, transfer duty, auctioneer's commission, conditions of sale, and all rates due in respect of Defendant's interest of the said property necessary to be paid before transfer can be effected.
3. The transfer shall be passed by the Plaintiff's Attorney.—E. C. Kelly, Messenger of the Court, Port Elizabeth, 13th December, 1943. 9416—24-31

TRANSFER OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that JOHN PORTEOUS KIRKLAND, presently carrying on the business of a general dealer and supplier of electrical goods under the style or firm of J. P. KIRKLAND & COMPANY at 94 Main Street, Port Elizabeth, intends to dispose of the said business to KRYN STOUTJESDYK and HENDRIK ADRIAAN SCHIPPER, who will carry on the said business at the same address under the style of ELECTRICAL AND MUSICAL SUPPLIERS. Dated at Port Elizabeth, this 24th day of December, 1943.—Joubert, Galpin & Searle, Attorneys for the Parties, Perseverance Building, Port Elizabeth. 9622—31-7

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that DANIEL JACOBUS ROUX, Junior, carrying on business under the name or style of CENTRAL PRINTING WORKS in High Street, Worcester, as a printer and stationer, has disposed of the stock-in-trade, assets and goodwill of the said business (with the exception of the book debts) to and in favour of J. S. NAUDE EN KIE. (EIENS.), BEPERK, D. J. GREWE (PTY.), LTD., and ARTHUR FRED DOYLE, who will continue to carry on the said business in co-partnership under the name or style of CENTRAL PRINTERS AND STATIONERS. Dated at Worcester, this 24th day of December, 1943.—Whitehorn & Wilson, Attorneys for the Parties, Adderley Street, Worcester. 9639—31-7

NOTICE.

Kennisgewing geskied hiermee, kragtens Artikel 34 van Wet No. 24 van 1936, dat GERALD BASSIT KRIEL, wie besigheid drywe as 'n slagter onder die naam van HILLSIDE BUTCHERY, in Markstraat, Montagu, K.P., van voornemens is sy gemelde slagtersbesigheid te vervreem aan JACOBUS GUSTAV LOYAL KRIEL, wie gemelde slagtersbesigheid sal voortsit onder dieselfde naam op dieselfde plek, met effek onmiddelik na verloop van die kortste tydperk van kennis vereis deur gemelde artikel van die Wet. Dateer te Montagu, op 15 Desember 1943.—Geyser & Sandler, Prokureurs vir die Partye, Badstraat, Montagu. 9438—24-31

NOTICE OF TRANSFER OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that the business carried on as brickmakers on Lots Nos. 7 and 12, Gonubie Location, East London District, by WILLIAM BULLER MEYER under the style of BULLER MEYER'S BRICKFIELDS, has been sold to BULLER MEYER'S BRICKFIELDS (PROPRIETARY), LIMITED, who will carry on the said business at the same address for their own account.—F. W. Cooper, Attorney for the Party, 17 Terminus Street, East London. 9466—24-31

NOTICE.

Notice is hereby given that ALFRED WILLIAM SANSOM intends selling the general trader's business carried on by him at New Mabetshe Station, situate in Location No. 25, called Nkumandini, Ngqeleni District, to CHRISTOPHER WILLIAM PEACH, who will carry on the business at the same address under his own name, so soon as consent of the Governor-General has been obtained to the transfer of the said site. Ngqeleni, this 16th December, 1943.—L. Carey Miller, Attorney for Parties. 9463—24-31

TRANSFER OF BUSINESS.

Notice is hereby given, pursuant to the provisions of Section 34 (1) of Act No. 24 of 1936, that the general dealer's and bakery business carried on by SYDNEY JAMES ROBERT SPARKS and LAWRENCE HURWORTH SPARKS under the style of S. SPARKS & SON at Erf No. 4, Block D, Adelaide, has been sold and will be transferred as and from 1st January, 1944, to WILLIAM STOCK THERON, who will as and from such date conduct the said business for his sole account and benefit. Dated at Adelaide, this 14th day of December, 1943.—Hendrikz & De Klerk, Attorneys for the Parties, P.O. Box 20, Adelaide. 9436—24-31

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that REUBEN JUDAH ROBINSON, carrying on business as SALIAC, tanners and curers, at corner of Zwartkops and Sterley Streets, Port Elizabeth, intends selling and transferring on the 1st January, 1944, certain machinery, plant and chemicals to HAMAN TODES, REUBEN KRUSKAL and IVAN PHILIPS, who will carry on business in partnership as the S.A. TANNING AND CHEMICAL COMPANY at the same address as from the 1st January, 1944. Dated at Port Elizabeth, this 17th December, 1943.—Luntz & Kaplan, Attorneys for the Parties, 1 Aegis Buildings, Main Street, Port Elizabeth. 9433—24-31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 710/1924, dated 26th February, 1924, passed by Joseph Jules Jupin, of Sea View (formerly of Berea, Durban), County of Durban, Province of Natal, in favour of Joseph Wood, of Durban, painter, of a certain piece of land, in extent one (1) acre two (2) roods, situate and being Sub-division No. 2 of Lot O of Block B of the farm Sea View, County of Durban, Province of Natal.

All persons having objection to the issue of such copy are hereby required to lodge same, in writing, with the Registrar of Deeds at Pietersmaritzburg, in the Province of Natal, within three weeks from the last publication of this notice. Dated at Durban, this 22nd day of December, 1943.—Russell, Marshall & Stride, Agents for Applicant, 333 Smith Street, Durban. 9603—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 4046/1930, dated 20th November, 1930, passed by Pierre Emmanuel Baya, of Ottawa, Natal, fitter, in his capacity as the Executor Testamentary of the Testate Estate of Pierre Remy Baya, of Bridgefort, Ottawa, Natal, blacksmith, in favour of (1) Pierre Joseph Amedee Roucssart, of Ottawa, Natal, distiller, (2) Pierre Emmanuel Baya, of Ottawa, Natal, fitter, (3) the Joint Estate of Noela Louisa McGregor (born Baya) (deceased), and surviving spouse, Robert Gerald McGregor, of Groutville, Natal, blacksmith, (4) Fernand Joseph Gillot, of Illova, Natal, engineer, (5) Leon Mathurine, of Verulam, Natal, engineer, (6) Charles Baya, of Ottawa, Natal, fitter, and (7) Leon Baya, of Ottawa, Natal, fitter, in respect of certain land, being—

a certin piece of freehold land, situate and being Lot A of Lot No. 3 of Subdivision No. 1 of farm Riet Rivier on the River Umhlanga, County of Victoria, Natal, in extent thirteen acres one rood twenty-six decimal two perches (13.acres 1 rood 26·2 perches).

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds for the Province of Natal, at Pietermaritzburg, within three weeks from the last publication of this notice. Dated at Durban, this 24th day of December, 1943.—Livingston, Doull & Dumat, Attorneys for Applicant, Cato House, 340 Smith Street, Durban.

9627—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 5050/1924, dated 8th December, 1924, passed by John Mortimer, of Pietermaritzburg, estate agent, in favour of Clement Horner Stott, of Pietermaritzburg, architect and land surveyor, of a certain piece of land, in extent five (5) acres, inclusive and subject to the servitude of right-of-way, thirty feet wide, and road as shown on the diagram, being Sub-division B of Sub-division A of Lot 6 No. 2697, situate between Port Natal and the Indian Ocean and forming a portion of the lands called Bluff or Fynnland, as appears in the original diagram in the County of Durban.

All persons having objection to the issue of such copy are hereby required to lodge same, in writing, with the Registrar of Deeds at Pietersmaritzburg, in the Province of Natal, within three weeks from the last publication of this notice. Dated at Durban, this 23rd day of December, 1943.—Russell, Marshall & Stride. Agents for Applicant, 333 Smith Street, Durban. 9625—31

UNITED BUILDING SOCIETY.

Notice is hereby given that Savings Account Pass Book No. M. 106, in the name of Mrs. Constance Denicse Barrois Moffat, having been lost, a duplicate thereof will be issued unless the original be produced at the office of the Society, 329 Smith Street, Durban, within ten days from the date hereof. By Order of the Local Board.—W. West, Local Manager, United Buildings, 329 Smith Street, Durban, 23rd December, 1943.

9614—31

NOTICE.

Notice is hereby given that it is the intention of MOONSAMY RAMSAMY NAIDOO to sell his business at 534 Main South Coast Road, Rossburgh, Natal, to NARAINSAMI. 9620—31-7

NATAL BUILDING SOCIETY (PERMANENT).

Savings Pass Books Nos. 4757 and 32771, issued to WILLIAM HUNTLEY LUND BROWN and Mrs. SARAH JOHANNA BOWEN.

Application having been made for the issue of Pass Books to replace the above reported lost, notice is hereby given (Section 45, Building Societies Act, 1934), that unless the above Books be produced at this office within fourteen days from date hereof, new Pass Books will be issued.—Wm. Palmer & Son, Secretaries, 306 Smith Street, Durban, 24th December, 1943. 9582—31

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 5325/1939, dated 11th October, 1939, passed by Essop Mohamed Moolla, of Kearsney, in his capacity as Executor Testamentary in the Estate of the late Ahmed Cassim Araff, of Dundee, Natal, in favour of Ebrahim Amod Moola, Ismail Amod Moola and Goolam Mohamed Amod Moola, in respect of a certain piece of freehold land, situate and being—

Erf No 2, Block C.C., in the Township of Dundee Proper, situate on Sub A of the farm Dundee, in the Borough of Dundee, County of Klip River, Province of Natal, in extent one (1) acre.

All persons having objection to the issue of such copy are hereby called upon to lodge the same, in writing, with the Registrar of Deeds, Pietermaritzburg, within three (3) weeks from the last publication hereof. Dated at Dundee, this 21st day of December, 1943.—Acutt & Worthington, Applicants' Attorneys, Gladstone Steret, Dundee, Natal.

9570—24-31

NOTICE OF SALE.

Notice is hereby given that it is the intention of ARTHUR ALFRED DALTON FRANCIS to sell the businesses carried on by him under the style or firm name of PASTEUR PHARMACY, BRIAN BELL LUNG TONIC COMPANY and GIA-SANTEX CORPORATION, all at 57 Broad Street, Durban, and the business carried on by him under the style or firm name of JUNE SWAN at 229A Pine Street, Durban, to SWAN PHARMA (PROPRIETARY), LTD., which will continue the said businesses at the same addresses respectively. Dated at Durban, this 13th day of December, 1943.—Henwood, Britter & Caney, Solicitors to the Parties, 51 Masonic Grove, Durban. 9468—24-31

NOTICE OF SALE OF BUSINESS.

Notice is hereby given under Section 34 of Act No. 24 of 1936 of the sale by JOSEPH LUCIEN DANIEL of the business known as DANIEL'S GARAGE, Margate, to MAXWELL FRAME, of Margate, as from the 1st January, 1944. Dated at Port Shepstone, this 15th day of December, 1943.—Kennedy & Forder, Solicitors for the Parties, P.O. Box 29, Port Shepstone. 9467—24-31

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of ROBERT GIBSON to dispose of the business carried on by him at 240 Sydney Road, Durban, to CELESTINO VIEIRA DE FREITAS, ANTONIO PEREIRA DE NOBREGA and MARCIAL VIEIRA SERENA as from the 1st January, 1944. Dated at Durban, this 24th December, 1943.—J. H. Nicolson, Stiller & Geshen, Attorneys for the Parties, Rennie's Buildings, 394 Smith Street, Durban. 9568—24-31

NOTICE OF SALE OF BUSINESS.

Notice is hereby given under Section 34 of Act No. 24 of 1936, that it is the intention of FLORENCE CHOCK and LILY CHOWSON, trading as CHOWSON & CO., Durban, to dispose of their business at 28 First Avenue, to CHINATHAMBI SATHASIBAN PADAYACHY, of Durban, as from the 27th December, 1943. Dated at Durban, Natal, this 21st day of December, 1943.—Natal Bureau of Commerce and Estate Company, Agents for the Parties.

9584—31-7

NOTICE.

Notice is hereby given, in terms of Section 9, Act No. 35 of 1906, Natal, that the following change will take place in the constitution of the firm registered in the name of DANIEL'S GARAGE, Margate, that is to say, JOSEPH LUCIEN DANIEL retired from the firm and MAXWELL FRAME became sole member of the firm as from 1st January, 1944. Dated at Port Shepstone, this 21st day of December, 1943.—Kennedy & Forder, Attorneys for the Parties, Court House Road, P.O. Box 29, Port Shepstone. 9592—31

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of GEORGE ALDEN MANION and SIDNEY JOSEPH SMITH to dispose of the business presently conducted by them as and under the name of TOLLGATE TEAROOM, to GEORGE EMMERSON HALL, who will continue to trade in that name as from the 1st January, 1944.—Livingston, Doull & Dumat, Solicitors to the Parties, Cato House, 340 Smith Street, Durban.

9585—31

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of JOHN JAMES BEUKES to dispose of the business presently conducted by him at 110 First Avenue, Durban, and known as THE AVENUE TEAROOM, to HELMOED HARTWIG DE BEER, who will carry on the said business at the same address as from the 1st day of January, 1944.—Dyer & Dyer, Solicitors to the Parties, 298 Smith Street, Durban. 9640—31-7

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that EVA MICHAELSON, carrying on business as a tearoom and general dealer at 219 Prince Street, Durban, intends to dispose of her said business to RONALD HERBERT PEGDEN, who will carry on the said business under his own name at the said address as and from the 1st day of January, 1944.—Clark & Clark, Solicitors to the Parties, 18-20 Club Arcade, Smith Street, Durban, 21st December, 1943. 9572—24-31

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of MARGARET WOOD to dispose of her business carried on at 287 Point Road, Durban, to WILLIAM ALEXANDER CAMPBELL GILLIES. Dated at Durban, this 18th day of December, 1943.—Livingston, Doull & Dumat, Attorneys for the Parties, Cato House, 340 Smith Street, Durban. 9464—24-31

CHANGE OF NAME.

I, the undersigned, of Cavendish, Durban, hereby give notice that I intend to change my name.

I am registered in the Protector of Indian Immigrants' Office, Durban, as GANPAT, No. 14483/11389.

I now abandon this name and from henceforth will be known and designated by the name of GANPAT FOOLCHAND.—G. Foolchand, 21st December, 1943. 9587—31

CHANGE OF NAME.

I, the undersigned, of 415 Booth Road, Cato Manor, Durban, hereby give notice that I intend to change my name.

I am registered in the Protector of Indian Immigrants' Office, Durban, as DEORAJ, No. 91300/24350/25089.

I now abandon this name and from henceforth will be known and designated by the name of THAVERAJ SINGH.—T. Singh, 20th December, 1943. 9588—31

CHANGE OF NAME.

I, the undersigned, of 19 Bellair Road, Mayville, Durban, hereby give notice that I intend to change my name.

I am registered in the Protector of Indian Immigrants' Office, Durban, as APPALSAMI, No. 77368/42135/42136.

I now abandon this name and from henceforth will be known and designated by the name of BENJAMIN REUBEN.—B. Reuben, 20th December, 1943. 9589—31

CHANGE OF NAME.

I, the undersigned, of 44 Horse Shoe Road, Rossburgh, hereby give notice that I intend to change my name.

I am registered in the Protector of Indian Immigrants' Office, Durban, as KISTAMMA, Nos. 5841/2670/2672/22638/28055.

I now abandon this name and from henceforth will be known and designated by the name of JUGATHUMBAL PILLAY.—J. Pillay, 20th December, 1943. 9590—31

SIR J. L. HULETT & SONS, LTD.

(Incorporated in Natal.)

NOTICE OF PAYMENT OF DIVIDEND ON PREFERENCE SHARES.

Notice is hereby given that the 42nd Half-yearly Dividend on the Company's 7½ per cent. Cumulative Preference Shares due upon 15th January, 1944, will be paid to all Preference Shareholders registered as such in the Company's Books on that date.

The relative Transfer Books will be closed from the 2nd to the 15th January, 1944, both days inclusive. By Order of the Board.—B. Freakes, Secretary, Durban, 31st December, 1943. 9617—31

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of JACOB SAM SMITH to sell the business carried on by him as milk purveyor, fresh produce dealer, general dealer and refreshment room at 276 Berea Road, Durban, to GEORGE ALDEN MANION. Dated at Durban, this 20th day of December, 1943.—Stocken & McClean, Solicitors for the Parties, 392 West Street, Durban. 9675—31-7

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of ALICE MAUDE WEBBER and OLIVER JOHN WEBBER, to dispose of their business known as WEBBERS' HOTEL, carried on at Hibberdene, to HERBERT ALEXANDER BERRYMAN. Dated at Durban, this 17th day of December, 1943.—J. T. Cooper & Co., Agents for the Parties, 35/39 Field Street, Durban. 9423—24-31

J. J. MILLS (PROPRIETARY), LTD.

(in Voluntary Liquidation) (No. C.A. 133).

In terms of Section 136 (2) of the Companies Act, No. 46 of 1926, as amended, notice is hereby given that the First and Final Liquidation and Distribution Account will lie for inspection at the Office of the Master of the Supreme Court, Bloemfontein, and at the Office of the Resident Magistrate, Harrismith, for a period of fourteen days reckoned from the 3rd January, 1944.—John MacDonald, Liquidator, Retief Street, Harrismith, 28th December, 1943. 9608—31.

APPLICATION FOR A LICENCE OF THE MINISTER OF JUSTICE.

(Section 21 of the Companies Act, 1926, as amended.)

Notice is hereby given, in pursuance of the Companies Registration Regulation 26, as amended, that application has been made to the Minister of Justice for a licence directing an Association which has been formed under the name INSTITUTE OF MARKET MASTERS OF SOUTH AFRICA as an Association of non-profit to discuss questions relating to the marketing affairs of Municipal Corporations, etc. The objects of the Association are set out *in extenso* in the Memorandum of Association, a copy of which may be inspected at the office of the undersigned, or of the Registrar of Companies, Pretoria.

Notice is hereby further given that any person objecting to the registration of the Association may bring such objection to the notice of the Minister of Justice (within one month from the first publication hereof) by letter addressed to the Registrar of Companies, Pretoria. Dated at Pretoria, this 31st day of December, 1943.—The Honorary Secretary, Institute of Market Masters of South Africa, 3 Waverley Road, Bloemfontein. 9600—31 7-14

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 Cape Town, Pietermaritzburg, Bloemfontein and Pretoria, will be held before the Masters, in Kimberley before the Assistant Master, in Johannesburg before the Assistant Magistrate (Civil Division), and in other places before the Magistrate.

JAMES J. BECK, Master of the Supreme Court, Cape of Good Hope Provincial Division.
P. J. STEENKAMP, Master of the Supreme Court, Transvaal Provincial Division.
G. G. G. HAYBITTEL, Master of the Supreme Court, Natal Provincial Division.
N. T. BUYSKES, Master of the Supreme Court, Orange Free State Provincial Division.
MAURICE BUXTON FORMAN, Assistant Master of the Supreme Court Kimberley.

VERKIESING VAN EKSEKUTEURE EN VOOGDE.

Aangesien die Boedels van die persone vermeld in onderstaande Skedule nie verteenwoordig is nie, word hierby kennis gegee aan die nagelate eggenoot (wáár dié bestaan), erfgename, legatarisse en krediteure, en—in gevalle waar die byeenkoms belê word vir verkiesing van voogde—aan die bloedverwante van die minderjarige van vader- en moederskant, en aan ander wat dit mag aangaan, dat byeenkomste gehou sal word in die verskillende Boedels, op die ure, datums en plase vermeld, met die doel om 'n persoon of persone te kies vir goedkeuring van die Meester van die Hooggeregshof van Suid-Afrika (Provinsiale Afdeling van Kaap de Goede Hoop, Natal, Oranje-Vrystaat of Transvaal, na gelang van omstandighede), as geskik en bekwaam om deur hom aangestel te word as eksekuteure of voogde, na gelang van omstandighede. Byeenkomste in Kaapstad, Pietermaritzburg, Bloemfontein en Pretoria sal gehou word voor die Meester in Kimberley voor die Assistent-Meester, in Johannesburg voor die Assistent-Magistraat (Siviele Afdeling), en in ander plekke voor die Magistraat.

JAMES J. BECK, Meester van die Hooggeregshof, Provinsiale Afdeling Kaap de Goede Hoop.
P. J. STEENKAMP, Meester van die Hooggeregshof, Provinsiale Afdeling Transvaal.
G. G. G. HAYBITTEL, Meester van die Hooggeregshof, Provinsiale Afdeling Natal.
N. T. BUYSKES, Meester van die Hooggeregshof, Provinsiale Afdeling Oranje-Vrystaat.
MAURICE BUXTON FORMAN, Assistent-Meester van die Hooggeregshof Kimberley

CAPE.—KAAP.

Registered No. of Estate. *Registrasie-nommer van Boedel.*	Surname and Christian Name of the Deceased, and Occupation. *Familienaam en Voornaam van die Oorlede Persoon en Beroep.*	Date and Place of Death. *Datum en Plek van Oorlyde*	Date, Time, and Place of Meeting. *Datum, Tyd en Plek van Byeenkoms*	Meeting convened for Election of. *Byeenkoms belê vir Verkiesing van.*
89623	Benjamin, Annie Louisa, district nurse	4/12/43, Paarl	5/1/44, 10 a.m., Paarl	Executor.
87083	Coetzee, Abraham Lodevikus	22/7/43, Die Strand	5/1/44, 10 vm., Somerset-Wes	Eksekuteur.
89528	Hart, Frank Shakespeare, retired	25/11/43, Pinelands	11/1/44, 10 a.m., Cape Town	Executor.
89616	Jongbloed, Frederick, bricklayer	6/12/43, Cape Town	11/1/44, 10 a.m., Cape Town	Executor.
89614	Grant, Evelyn Dumbleton, housewife	20/8/43, George	14/1/44, 10 a.m., George	Executor.
88425	Geyer, Johannes Hermanus, retired	6/10/43, Somerset East	14/1/44, 10 a.m., Somerset East	Executor.
3181	Ismaat, Falal, retired	16/12/43, Wynberg	4/1/44, 10 a.m., Cape Town	Executor.
89656	Whitfield, Katherine Beatrice Gladys (born Massey-Hicks)	16/12/43, Butterworth, C.P.	7/1/44, 10 a.m., Kentani	Executor.
69721	Whitfield, Clement Arthur Leo, general trader	7/7/40, Kentani	7/1/44, 10 a.m., Kentani	Executor.
72570	Venter, Albertus Johannes, boer	19/2/41, De Aar	14/1/44, 10 vm., De Aar	Eksekuteur.
55808	White, Frances (born Abrahams)	6/8/37, Wynberg	13/1/44, 10 a.m., Cape Town	Executor.
171/821	Trubes, Andries Jacobus, dairyman	18/11/19, Newlands	13/1/44, 10 a.m., Cape Town	Executor.
83400	Pare, Robin, luitenant, S.A.A.F.	3/6/42, Libya	13/1/44, 10 a.m., Cape Town	Executor.
89302	Reyneke, Jacobus Cornelius, predikant	20/11/43, Cradock	14/1/44, 10 vm., Cradock	Eksekuteur.
67369	Osborne, David Walter, farrier	11/1/40, Grahamstown	5/1/44, 10 a.m., Grahamstown	Executor.
162/723	Marais, Catharina Rosina (born Rensburg)	10/12/17, Winburg, O.F.S.	12/1/44, 10 a.m., Mossel Bay	Executor.

TRANSVAAL.

Registered No. of Estate. *Registrasie-nommer van Boedel.*	Surname and Christian Name of the Deceased, and Occupation. *Familienaam en Voornaam van die Oorlede Persoon, en Beroep.*	Date and Place of Death. *Datum en Plek van Oorlyde.*	Date, Time, and Place of Meeting. *Datum, Tyd en Plek van Byeenkoms.*	Meeting convened for Election of. *Byeenkoms belê vir Verkiesing van.*
5769/43	Fraser, Lynette Ruth, statistician	22/11/43, Barberton	12/1/44, 10 a.m., Benoni	Executor.
5741/43	Balkin, Annie, housewife	30/11/43, Johannesburg	14/1/44, 9.30 a.m., Johannesburg	Executor.
5799/43	du Randt, Jacobus Marthinus, boorslyper	19/11/43, Nigel	14/1/44, 10 vm., Nigel	Eksekuteur.
5851/43	Olivier, Jan Hendrik, builder	8/12/43, Roodepoort	14/1/44, 9.30 a.m., Johannesburg	Executor.
3798/43	Ward, Janus Jacklin, retired	13/8/43, Johannesburg	14/1/44, 9.30 a.m., Johannesburg	Executor.
5786/43	Amiradahi, Mary, wife	10/12/43, Pretoria	5/1/44, 10 a.m., Pretoria	Executor.
5801/43	Steyn, Abraham Johannes, klerk	14/12/43, Pretoria	5/1/44, 10 vm., Pretoria	Eksekuteur.
5800/43	Scholtz, Joachim Hermanus, myner	13/12/43, Johannesburg	6/1/44, 10 vm., Heidelberg	Eksekuteur.
4856/43	Alexander, Theodore Dufton, soldier	17/9/43, in the Middle East	14/1/44, 9.30 a.m., Johannesburg	Executor.

NATAL.

21412	Lens, Susanna Magdalena, farmer	24/8/34, Utrecht	6/1/44, 10 a.m., Utrecht	Executor Dative.
36808	Gutteson, Violet Maude, housewife	21/4/43, Durban	6/1/44, 10 a.m., Durban	Executor Dative.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

35727	Snyman, Theunis, stasievoorman	11/9/43, Trompsburg	11/1/44, 11 vm., Trompsburg	Eksekuteur.
35894	Israel, Lily	26/12/43, Ficksburg	6/1/44, 11 a.m., Ficksburg	Executor.

NOTICE BY EXECUTORS CONCERNING LIQUIDATION ACCOUNTS LYING FOR INSPECTION.

SECTION *sixty-eight*, ACT NO. 24 OF 1913.

Notice is hereby given that copies of the Administration and Distribution Accounts in the Estates specified in the attached Schedule will be open for the inspection of all persons interested therein for a period of 21 *days (or longer if specially stated) from the dates specified or from the date of publication hereof whichever may be the later*, and at the offices of the Master and Magistrates as stated. Should no objection thereto be lodged with the Master during the period of inspection, the Executors concerned will proceed to make payments in accordance therewith.

KENNISGEWING DEUR EKSEKUTEURS BETREFFENDE LIKWIDASIE-REKENINGS WAT TER INSAGE LÊ

ARTIKEL *ag-en-sestig*, WET NO. 24 VAN 1913.

Hierby word kennis gegee dat duplikate van die Administrasie- en Distribusierekening in die Boedels vermeld in die navolgende Bylae ter insage sal lê van alle persone wat daarby belang het, ten Kantore van die Meester en Magistraat soos vermeld, gedurende 'n tydperk van *drie weke (of langer, indien spesiaal vermeld) vanaf datums of panaf datum van publikasie hiervan as dit later is.* Indien binne genoemde tydperk geen beswaar daarteen by die Meester ingedien word nie gaan die betrokke Eksekuteurs oor tot die uitbetaling ingevolge gemelde rekenings.

SCHEDULE.—*SKEDULE.*

CAPE.—KAAP.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Office of the—*Kantoor van die* Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
87409/185	Jan Simon Ackerman, road inspector, and surviving spouse, Martha Louisa Ackerman (born Engelbrecht), of Seymour, District of Stockenstrom; First and Final Liquidation and Distribution	4/1/44	Cape Town	Seymour	Walker, Lewis, Godley & Field, 6 Wale Street, Cape Town, Attorneys for the Executrix Testamentary.
87538/627	James Edward Turner, a widower, retired civil servant, of Green Point, Cape; First and Final	31/12/43	Cape Town	—	Gerald J. O'Reilly, Attorney for Executrix Testamentary, 122 Adderley Street, Cape Town.
84643	Paul Johannes Adriaan Retief, onderwyser, van Porterstraat, Worcester, en nagelate eggenote Frederika Coenradina Marthina Retief (gebore Bessinger); Eerste en Finale Likwidasie en Distribusie	31/12/43	Kaapstad	Worcester	H. J. Neihaus, Sekretaris, Worcester Eksekuteurskamer, Bpk., Posbus 34, Worcester.
88136/29	Maria Johanna Aletta Adcock (born Muller), widow; First and Final Liquidation and Distribution	4/1/44	Cape Town	Port Elizabeth	Reginald H. Rogers, 14 Main Street, Port Elizabeth, Attorney to Executor Testamentary.
88202	Elizabeth Cornelia Mostert; First and Final Liquidation and Distribution	31/12/43	Cape Town	—	Mostert & Bosman, 16 Wale Street, Cape Town.
88058	George Wilson, retired, and surviving spouse, Mary Ann Wilson (born Faith), of Fairfield, Bellville, Cape; First and Final Liquidation and Distribution	31/12/43	Cape Town	Bellville	Fuller, De Klerk & Osler, Attorneys for Executrix Testamentary, 5 Bureau Street, Cape Town.
84057	James Stephen; First Liquidation and Distribution	31/12/43	Cape Town	Simonstown	J. M. Klosser & Co., Attorneys for the Executor Testamentary, 31 Burg Street, Cape Town.
80497	Dout Davids, of 12 Pedersen Street, Cape Town; First and Final Liquidation and Distribution [administered in terms of Section 48 (3) (*b*) of Act 13 of 1924]	4/1/44	Cape Town	—	A. Bloomberg & Co., Attorneys to Executors Testamentary, 63 Burg Street, Cape Town.
88414	Frances Hayward (born Lipo), of Woodstock, and her viving spouse, Alfred Alexander Hayward, an electric train driver, now on active service; First and Final Liquidation and Distribution	31/12/43	Cape Town	—	Dichmont & Dichmont, Attorneys for the Executor Testamentary, 6 Darling Street, Cape Town.
79132	Spencer Fowler Day, broker and financial agent, of Claremont, Cape, and his surviving spouse, Ellen Hodgson Day (born Links); First and Final Liquidation and Distribution	31/12/43	Cape Town	Wynberg	Dichmont & Dichmont, Attorneys for the Executrix Testamentary, 6 Darling Street, Cape Town.
86587	Mary du Plessis, typist; First and Final	31/12/43	Cape Town	—	Jan S. de Villiers & Son, 28 Wale Street, Cape Town.
86542/306	Elsie Johanna Cornelia Bester (born Engelbrecht), housewife, and surviving spouse, Hendrik Petrus Bester, of Balfour, District of Stockenstrom: First and Final Liquidation and Distribution	4/1/44	Cape Town	Seymour	Walker, Lewis, Godley & Field, 6 Wale Street, Cape Town, Attorneys for the Executor Testamentary.
88145	Maria Johanna Helena Visser, voorheen Smit en daarna Truter (gebore Hanekom), weduwee, huisvrou; Eerste en Finale Administrasie en Distribusie	31/12/43	Kaapstad	Malmesbury	J. A. van Leersum, Bestuurder, Afrikaanse Onderlinge Voogdy en Assuransie Maatskappy, Bpk., Agent vir Eksekuteur Testamentêr, Posbus 32, Moorreesburg.
86897	Elizabeth Jacoba Nielsen (born Dert), a widow, of Oakdene Higgo Road, Kloof Nek, Cape Town; First and Final	4/1/44	Cape Town	—	Fairbridge, Arderne & Lawton, 41 Parliament Street, Cape Town.
86684/210	Annie Hart (born Hall), housewife, and surviving spouse, Robert Cecil Howard Hart; First and Final and Supplementary Liquidation and Distribution	31/12/43	Cape Town	East London	Randell & Bax, 41 Oxford Street, East London.
85141	Abdullah Baba, general dealer, of Draper Street, and Second Avenue, Claremont; First and Final and Amended	4/1/44	Cape Town	Wynberg	Harry Kaplan, Attorney for the Executrix Testamentary, 165 Main Road, Claremont.
3153	Johanna Alletta Martin and subsequently deceased spouse, Montgomery Martin, brickmaker, of Homestead, Kimberley; First and Final Liquidation and Distribution	31/12/43	Kimberley	—	Elliott & Maris, Attorneys for Executor Dative, 6 Market Street, Kimberley.
84967	Lydia Lavinia Flanegan (born Futter) and surviving spouse, David Francis Flanegan, farmer, of P.O. Amabele, District of Stutterheim; First and Final Liquidation and Distribution	31/12/43	Cape Town	Stutterheim	D. F. Flanegan, Executor Testamentary, c/o Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town.
87890	William James Edward Conlon, retired storekeeper, and his surviving spouse, Margaret Mary Conlon; First and Final Liquidation and Distribution	30 days	Cape Town	East London	Randell & Bax, 41 Oxford Street, East London.
69678	David Thomson Ellis, retired, of 77 Sighthill View, Sighthill, Edinburgh, Scotland, and surviving spouse, Elizabeth Ellis (born Smellie); First and Final	31/12/43	Cape Town	—	Richard Norman Morris, c/o Standard Bank of South Africa, Ltd., Cape Town Branch, P.O. Box 57, Cape Town, Executor Dative.
86948	Arthur Cyril Beet, retired civil servant, of Edgware, Middlesex, England, and surviving spouse, Blanch Maud Beet (born Bean); First and Final Liquidation and Distribution	31/12/43	Cape Town	—	Grindlay & Co., Ltd., 54 Parliament Street, London, Executors Testamentary, c/o Standard Bank of South Africa, Ltd., Trust Department, P.O. Box 57, Cape Town.
86636	Thomas Edward Williams, retired stockbroker, of Mount Nelson Hotel, Cape Town, and surviving spouse, Ida Marling Williams (born Evans); First and Final Liquidation and Distribution	31/12/43	Cape Town	—	W. M. Bisset and Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executors Testamentary.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening*	Date. *Datum*	Office of the—*Kantoor van die* Master. *Meester.*	Office of the—*Kantoor van die* Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
88523	Thomas Harding Nixon, retired harbour servant, and surviving spouse, Kathleen Nixon (born van der Lolir), of 41 Seymour Street, Port Elizabeth; First and Final Liquidation and Distribution	3/1/44	Cape Town	Port Elizabeth.	Lawson Brown & Brown, Netherlands Bank Chambers, Main Street, Port Elizabeth, Attorneys for Executrix Testamentary.
83992	Edward James Ramsay, retired municipal official, who died at East London on 15th January, 1943, and surviving spouse, Florence Thomasine Ramsay (born Smith); First and Final Liquidation and Distribution	31/12/43	Cape Town	East London...	I. Duncan Brown & Arenson, Attorneys for Executrix Testamentary, C.N.A. Buildings, Union Street, East London.
86062	Carel Jacobus van Heerden, farmer, of Kleinfontein, Middelburg; First and Final Liquidation and Distribution	31/12/43	Cape Town	Middelburg....	Minnaar & De Koch, Attorneys for Executor, Middelburg, Cape Province.
85786	William John Henderson, post and telegraph assistant, and surviving spouse, Olive Henderson (born Humphries); First and Final Liquidation and Distribution	4/1/44	Cape Town	—	J. G. Robins, Attorney for Executor, 85 St. George's Street, Cape Town.
88074	Walter Jordan, retired civil servant, of Port Elizabeth, who died on the 3rd September, 1943, married without community of property to surviving spouse, Agnes Margaret Jordan (born McAleer); First and Final Liquidation and Distribution	3/1/44	Cape Town	Port Elizabeth.	McWilliams & Elliott, Attorneys for Executrix Testamentary, Guardian Building, 30 Main Street, P.O. Box 45, Port Elizabeth.
87509	Sarah Katz (born Yachilewitz), housewife, of Muizenberg, who died on 7th August, 1943, married out of community of property to Morris Katz, a broker; First and Final Liquidation and Distribution	31/12/43	Cape Town	Simonstown....	K. Sandler, Agent for Executor Dative, P.O. Box 2243, Cape Town.
87183	Sarah Ann Coetzer (born Milward), a widow, housewife, of 62A Kloof Street, Cape Town: First and Final Liquidation and Distribution	4/1/44	Cape Town	—	Buchanan & Berman, Attorneys for Executor, Main Road, Wynberg.
84955	Gerhardus Jacobus Rudolph, rustende predikant, en negalete eggenote Anna E. Rudolph; Eerste en Finale	31/12/43	Kaapstad..	Somerset-Wes..	Anna E. Rudolph, Kerkstraat 77, Strand, Kaapprovinsie.
88267	Christina Elizabeth Reitz (born Immelman), a widow, of Somerset West (husband a retired gentleman); First and Final	31/12/43	Cape Town	Somerset West	H. O. de Villiers, Secretary Hottentots-Hollandse Ek sekuteurskamer en Voogdy Maatskappy, Bpk., Agent for Executor Testamentary, P.O. Box 30, Somerset West.
87241	Gert Jacobus Pretorius, coalyard foreman, married in community of property to Anna Jacoba Pretorius; First and Final Liquidation and Distribution	3/1/44	Cape Town	Port Elizabeth.	E. G. Dean, Secretary, The Aegis Assurance and Trust Company of Port Elizabeth, Ltd., P.O. Box 30, Port Elizabeth, Agent for the Executrix Testamentary.
86076	Archibald Edward Kirkland, pensioner, and surviving spouse, Annie Hume Chambers Kirkland, formerly Smith (born Aitken), of 3 Military Road, Port Elizabeth: First and Final Liquidation and Distribution	3/1/44	Cape Town	Port Elizabeth.	Lawson Brown & Brown, Netherlands Bank Chambers, Main Street, Port Elizabeth, Attorneys for Executrix Testamentary.
88456	Isaac Flack, widower, retired, of Parow, Cape Province; First and Final Liquidation and Distribution	31/12/43	Cape Town	Bellville.....	The South African Association for the Administration and Settlement of Estates, 6 Church Square, Cape Town.
87148	Gerrit van Niekerk Viljoen, farmer, and surviving spouse, Johanna Aletta Viljoen (born Smit), of Krugerville, Division of Carnarvon: First and Final Liquidation and Distribution	14/1/44	Cape Town	Carnarvon.....	Carel J. van Zyl, Grey Street, P.O. Box 13, Carnarvon, Cape Province, Attorney for Executrix.
85123	Clement David van As, teacher, of Prieska: First and Final	31/12/43	Cape Town	Prieska.....	Neethling & Abbott, Douglas.
88860	Frederick James Lang, retired carpenter, of 38 Florence Avenue, Observatory, Cape, and surviving spouse, Maria Catharine Lang; First and Final	31/12/43	Cape Town	—	M. C. Lang, Executrix Dative, 38 Florence Avenue, Observatory.
82747	Hans Jurgens Lombard, farmer; First and Final.....	31/12/43	Cape Town	Cradock.....	Metcalf & Co., Cradock.
81559	Audrey Bessinger, housewife, and surviving spouse, Frederik Coenraad Bessinger: First and Final	31/12/43	Cape Town	Port Elizabeth..	Pagden & Christian, Attorneys for Executor Testamentary, P.O. Box 132, Port Elizabeth.
88125/199	Josiah Mahapi, who died at Korsten, Port Elizabeth, on 8th September, 1915, and subsequently deceased spouse, Annie Mahapi (born Bird), who died at Port Elizabeth on 26th July, 1943; First and Final Liquidation and Distribution	3/1/44	Cape Town	Port Elizabeth.	F. W. A. Knight, c/o The Guardian Assurance and Trust Company of Port Elizabeth, Ltd., 30 Main Street, Port Elizabeth, Executor Dative.
85819	Maria Hendrika Helm (gebore du Preez), huisvrou, en nagelate eggenoot Jacob Gysbert Helm; Eerste en Laaste	31/12/43	Kaapstad..	Riversdal.....	D. W. van Wyk, Posbus 5, Albertinia, Prokureur vir Eksekuteur Testamentêr.
85766	Israel Benno Oppelt, retired teacher; First and Final Liquidation and Distribution	31/12/43	Cape Town	Malmesbury....	David van der Ross, Executor Testamentary, "Claredith", Seaview Road, Wynberg, Cape Province.
88127	Elizabeth Christina Wilhelmina Bestbier (gebore Bestbier), 'n weduwee, van Weltevreden, Afdeling Malmesbury; Eerste en Finale Likwidasie en Distribusie	31/12/43	Kaapstad..	Malmesbury....	A. A. Smuts, Sekretaris, Die Malmesbury Eksekuteursmaker en Voogdy en Brandassuransie Maatskappy, Posbus 16, Malmesbury, vir Self en Mede-Eksekuteurs Testamentêr.
85937	Daisy Alma Webb Wakeford (born Miles), widow, housewife; First and Final Liquidation and Distribution	31/12/43	Cape Town	East London...	F. W. Cooper, Attorney for Executor Testamentary, P.O. Box 136, East London.
86828	Anna Susanna Rohrssen (born de Villiers), housewife, who died on 16th July, 1943: First and Final Liquidation and Distribution	31/12/43	Cape Town	—	R. P. Gain, Secretary, The Board of Executors, 4 Wale Street, Cape Town, Executor Testamentary.
87846	Thresa (or Teresa) Grace Elizabeth Poggenpoel (born van Graan) and surviving spouse, James William Poggenpoel, a fisherman, of Lansdowne, Cape Province, who died at Cape Town on the 28th August, 1939; First and Final Liquidation and Distribution	31/12/43	Cape Town	Wynberg.....	Alexander Thal, Cape Trustees and Executors, Ltd., 85 St. George's Street, Cape Town.
88247	Hermina Lambertha van der Westhuizen (gebore Rheeder) en nablywende eggenoot Albert Thomas van der Westhuizen, rustende smid, van Oudtshoorn; Eerste en Laaste Likwidasie en Distribusie	31/12/43	Kaapstad..	Oudtshoorn....	Taute & Steyn, Prokureurs vir die Boedel, Hoogstraat, Oudtshoorn.
85526	Edward James Green, accountant, of Rondebosch, Cape Town; First and Final Liquidation and Distribution	31/12/43	Cape Town	Wynberg.....	Du Toit, Dower & Turpin, Attorneys for Executor Dative, Groote Kerk Building, Cape Town.
87024	Wallace Stephen Lindsey, on active service, late coachtrimmer, S.A.R. and H., Salt River, and Isabel Lindsey (born Worrall); Distribution	31/12/43	Cape Town	—	Mrs. I. Lindsey, Executrix Dative, 2 Victoria Court, Victoria Walk, Woodstock, Cape Province.
81588	Agnes Marion Kramer, formerly Mapplebeck (born Meikle), of Middelburg, Cape: First and Final Liquidation and Distribution	4/1/44	Cape Town	Middelburg....	Fairbridge, Arderne & Lawton, Attorneys for Executor Testamentary, 41 Parliament Street, Cape Town.
87995	Michel Dodgin, of Villiersdorp; Liquidation and Distribution	4/1/44	Cape Town	Caledon.....	Van Copnephagen & Le Roux, Attorneys for Executors Testamentary, P.O. Box 2, Villiersdorp.
3079	Esaias Petrus Johannes Claassen, boesboer, en langslewende eggenote Aletta Johanna Susanna Claassen (gebore Gresel), van Distrik Barkly-Wes; Eerste en Finale	31/12/43	Kimberley.	Barkly-Wes....	Mevr. A. J. S. Claassen (gebore Griesel), Excelsior, Pk. Koopmanfontein, Distrik Barkly-Wes.
83652	Balthazar Johannes Kloppers, boer, en nagelate eggenote Johanna Jacoba Kloppers (gebore Woeke), van Elandsvlei, Ladismith, Kaapprovinsie; Eerste en Finale Likwidasie en Distribusie	3/1/44	Kaapstad..	Ladismith.....	J. J. Kloppers, Eksekutrise, Elandsvlei, Ladismith.

TRANSVAAL.

2900/43/473	Agnes Olive Russell (born Conibear), housewife, of Johannesburg, and surviving spouse, James Reddie Russell; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Berger & Berger, Attorneys for Executor Testamentary, 16 Midland House, Fox and Rissik Streets, Johannesburg.
2310/43/319	Gezina Maria Grey (born Oosthuizen), widow, housewife, of Winkelhaak, District of Ermelo; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Ermelo.....	Louw & Collins, *p.p.* Executor Testamentary, P.O. Box 41, Ermelo.
3893/43	Annie Lewis (also known as Annie Adelaide Lewis) (born Blackwood), formerly Graff, known as Grant, widow, retired housewife; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	I. Schech, Executor Dative, 5 Kitchener Avenue, P.O. Box 137, Witbank.
2339/43/440	Janet Rae (also known as Jenny Rae) (born Tyre), retired housewife, of Witbank; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Witbank.....	I. Schech, Executor Dative, 5 Kitchener Avenue, P.O. Box 137, Witbank.
4738/42/148	Barney Papert, merchant: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Heidelberg.....	Cranko & Hyman, 110 London House, Loveday Street, Johannesburg, Attorneys for Executrix Testamentary.
4357/43/884	William James Woods, taxi-driver, and surviving spouse, Rachel Leah Woods (born Jacobs); First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	R. L. Woods, c/o J. Klotz, Attorney for Executrix Testamentary, 300 His Majesty's Buildings, Eloff Street, Johannesburg.

Estate No. *Boedel No*	Estate late, and Nature of Account. *Boedel van wyle. en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester*	Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent*
806/43/878	Machil Susanna Strydom (gebore Maree) en nagelate eggenoot Jacobus Stephanus Strydom, boer, van Begin No. 1038, Distrik Waterberg; Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Nylstroom.....	Odendaal & Viljoen, Prokureurs vir Eksekuteur, Posbus 37, Nylstroom.
603/43/328	Dorothy House, verpleegster: Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Johannesburg..	Van Wyk de Vries, Malan & Steyn.
3168/43/97	Margaret Holdway, widow; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Krugersdorp...	M. M. Povey, P.O. Box 406, Krugersdorp.
1335/43/666	Mary Hepburn (born Clark), widow, housewife, of Standerton, Transvaal: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Standerton.....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria.
3453/43	Adriaan Jacobus Louw en nagelate eggenote Johanna Maria Louw (gebore Naude), van Rietfontein, Distrik Bethal: Likwidasie en Distribusie	31/12/43	Pretoria...	Bethal.....	Nimrod Smit & Teichmann, Prokureurs vir Eksekutrise, Posbus 47, Bethal, Transvaal.
349/43/778	Eben Alec Hendry, M.C., lieutenant, S.A.E.C.: First and Final Supplementary Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Mrs. M. A. Hendry, c/o Eastern Province Guardian Loan and Investment Co., P.O. Box 4615, Johannesburg, Executrix Testamentary.
2663/43/835	John Adam, a clerk, of 3 Soper Road, Hillbrow, Johannesburg; First and Final	3/1/44	Pretoria...	Johannesburg..	Van Hulsteyn, Feltham & Ford, Attorneys for Executor Testamentary, Stanley House, Commissioner Street, Johannesburg.
4470/43/73	Maria Johanna Hoare (born Muller), housewife, of Belvoir Private Hotel, Kensington, Johannesburg, and surviving spouse, Ernest John Hoare; First and Final	3/1/44	Pretoria...	Johannesburg..	Van Hulsteyn, Feltham & Ford, Attorneys for Executor Testamentary, Stanley House, Commissioner Street, Johannesburg.
699/43/364	David Geddes, soldier, of Johannesburg: First and Final Liquidation	31/12/43	Pretoria...	Johannesburg..	Bowman, Gilfillan & Blacklock, Attorneys for Executors Testamentary, United Buildings, cor. Fox and Rissik Streets, Johannesburg.
2899/43	Gracie Higgins Boyce (born Livingstone), housewife; First and Final	31/12/43	Pretoria...	Johannesburg..	W. A. Morison Abel, *q.q.* Executor Testamentary, Atlas Buildings, 102 Commissioner Street, Johannesburg.
4558/43/879	Edgar James Zambra, commercial traveller; First and Final	31/12/43	Pretoria...	Johannesburg..	W. A. Morison Abel, *q.q.* Executrix Testamentary, Atlas Buildings, 102 Commissioner Street, Johannesburg.
3559/43/697	Henry Townsend, S.A.R. and H. pensioner: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Mrs. Mary E. Townsend, Executrix Testamentary, c/o H. C. Maddison, P.O. Box 1276, Johannesburg.
913/43/755	Eliza Glasgow, housewife: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	L. J. McCarthy, Maritime House, Loveday Street, Johannesburg.
4182/43/617	Edca Johanna Hallendorff, widow: First and Final...	31/12/43	Pretoria...	Johannesburg..	K. H. Hallendorff, Executor Testamentary, 16 Eridge Road, Forest Town, Johannesburg.
2021/41/584	Magariste Fontinakis, widow, housewife; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Krugersdorp...	Duthie & Duthie, Attorneys for Executors Testamentary, 101 Union-Castle Building, Loveday Street, Johannesburg.
4108/42/539	Pieter Andries Lotter, boer, en nagelate eggenote Elsie Magdalena Lotter (gebore Marais), van Eensgevonden, Distrik Standerton: Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Standerton.....	Kiekenbrand & Van Heerden, Prokureurs vir Eksekuteurs Testamentêr, Posbus 39, Standerton.
3815/43/407	Ada Margaret Heldzingen (born Frost), housewife: First and Final Administration and Distribution	31/12/43	Pretoria...	Boksburg.....	Malherbe, Rigg & Ranwell, Corder's Buildings, P.O. Box 186, Boksburg, Attorneys for the Executor Testamentary.
3818/43/352	Ernest Lund, inspector sewer maintenance, C.E.D., Johannesburg; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Stanley R. Jones, P.O. Box 2548, Johannesburg, Executor Dative.
4215/43	Annie Sussana Windsor (born Stone), housewife, and surviving spouse, Adolphus George Windsor: First and Final Liquidation and Distribution	1/1/44	Pretoria...	Benoni.....	A. E. Cook, Attorney for Executor Testamentary, Goch Buildings, Taylor Street, Benoni.
567/43/89	Virginia Mabel Kennett (born Stockwell), widow, housewife: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	H. Heimann, Attorney for Executor Testamentary, 200 Aegis Building, 34 Loveday Street, Johannesburg.
2836/43	Maria Elizabeth Karemaker (gebore Durand), huisvrou, en nagelate eggenoot Adrian Louw Karemaker: Eerste en Finale	31/12/43	Pretoria...	—	Adrian Louw Karemaker, Posbus 375, Pretoria.
2167/43/397	Jacobus Frederik Steyn, hostouvoorman, en nagelate eggenote Rachel Christina Steyn (gebore van Niekerk), van Blyde, Pk. Graskop: Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Sabie.....	D. J. Potgieter, *q.q.*, Posbus 86, Sabie, Transvaal.
3177/43/783	Philip Ogilvie Norton, contractor: First and Final Administration and Distribution	31/12/43	Pretoria...	Johannesburg..	J. G. Silke, Attorney for Executrix Testamentary, P.O. Box 347, Benoni.
1023/39/237	Alexander Fraser, dairyman, late of Main Reef Road, Boksburg North [administered in terms of Section 43 (3) (*b*) of Act No. 24 of 1913]: First and Final and Supplementary Liquidation and Distribution	31/12/43	Pretoria...	Boksburg.....	Massel & Massel, Attorneys for the Executor Testamentary, 64A Commissioner Street, P.O. Box 141, Boksburg.
1749/42/691	Benjamin Levius, watchmaker and jeweller, late of 42 Commissioner Street, Boksburg: Second and Final Liquidation and Distribution	31/12/43	Pretoria...	Boksburg.....	Massel & Massel, Attorneys for the Executrix Dative, 64A Commissioner Street, P.O. Box 141, Boksburg.
3368/43	Hendrika Bodde (gebore van Malsen), huisvrou, en nagelate eggenoot Gerhardus Bijnardus Johannes Bodde: Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	—	G. R. J. Bodde, Rissikstraat 28A, Pretoria.
1781/42/748	Johannes Jacobus Smith, boer, en nagelate eggenote Maria Magdalena Smith (gebore Griezel): Eerste en Finale	31/12/43	Pretoria...	Roodepoort....	M. M. Roux & Wapenaar, *q.q.* Eksekutrise Testamentêr, Union Castle-gebou 105–107, Lovedaystraat, Johannesburg.
2798/42	Hester Maria Catharina Marais (gebore Smit), huisvrou: Eerste en Finale	31/12/43	Pretoria...	Springs.....	M. M. Roux & Wapenaar, *q.q.* Eksekuteurs Testamentêr, Union Castle-gebou 105–107, Lovedaystraat, Johannesburg.
4304/43/537	Gerhardus Jacobus Oosthuyzen, boer, en nagelate eggenote Maria Aletta Petronella Oosthuyzen (gebore Snyman), van Vlakplaats No. 216, Distrik Pretoria; Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	—	Roux & Jacobsz, Prokureurs vir Eksekutrise Testamentêr, Posbus 46, Pretoria.
2456/43/127	John Albert Manning, nasionale weë werksman, van Kendal, Distrik Witbank, en nagelate eggenote Cornelia Elizabeth Petronella Manning (gebore van der Bank): Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Witbank.....	Barclays Bank (Dominion, Colonial and Overseas) Trustee Afdeling, Posbus 1365, Pretoria.
902/42/550	Jan Gabriel Marais en nagelate eggenote Hester Maria Catharina Marais (gebore Smit): Gewysigde Eerste en Finale	31/12/43	Pretoria...	Vereeniging...	M. M. Roux & Wapenaar, *q.q.* Eksekutrise Datief, Union Castle-gebou 105–107, Lovedaystraat, Johannesburg.
4301/43/660	Hannah McAdam (born Smallwood), housewife, of 17 Williamson Road, Dunnottar, District of Nigel; First and Final Liquidation and Distribution	4/1/44	Pretoria...	Nigel.....	Thomas William McAdam, 17 Williamson Road, Dunnottar.
3543/43/695	Maria Hendrina Christina Lessing (gebore van der Linde), huisvrou, gehuud in gemeenskap van goedere met Izaak Jacobus Lessing: Eerste en Finale Likwidasie en Distribusie	31/12/43	Pretoria...	Potchefstroom..	Gilbert Fleischack, Eksekuteur Testamentêr, King Edwardstraat 149, Posbus 64, Potchefstroom.
2093/43/451	David Kacacki (also known as David Ableman), manufacturer; First and Final liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	A. W. Katzen & Katzen, Attorneys for Executors Dative, 102–103 His Majesty's Buildings, Eloff Street, Johannesburg.
288/43/720	Percival Claude Attwood, electrician and soldier..... First and Final Liquidation	31/12/43	Pretoria...	Johannesburg..	J. W. Langstaffe, 901-905 Winchester House, P.O. Box 4686, Johannesburg, Executor Dative.
2936/42	Arthur Youldon, merchant shipper: First and Final Administration and Distribution	31/12/43	Pretoria...	Johannesburg..	A. G. Douglas, c/o Bowker, Lawlor & Douglas, 508 A.B.C. Chambers, Simmonds Street, Johannesburg.
303/43/66	Rowan Edgar Jackson, clerk; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	W. B. Allan, c/o Standard Bank of South Africa, Ltd., Trust Department, Johannesburg Branch.
2454/43/523	Adriaan Hendrik Marthinus Lamprecht, miner, of Johannesburg; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Frances Johanna Lamprecht, c/o Standard Bank of South Africa, Ltd., Trust Department, Johannesburg Branch, Executrix Testamentary.
200/43/257	James Joseph Lynch, medical practitioner: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	William Baillie Allan, Nominee of the Standard Bank of S.A., Ltd., Trust Department, P.O. Box 1031, Johannesburg, Executor Testamentary.
1257/43/866	George Reed Wood, manufacturers' representative; First and Final Liquidation and Distribution	31/12/43	Pretoria....	Johannesburg..	McEwan, Fearnhead & Pinkerton, Attorneys for Executrix Testamentary, Provident Buildings, 108 Fox Street, P.O. Box 3324, Johannesburg.
4750/43/735	Ernest Richard Lindner, geophysicist; First Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	William Witkin, Executor Dative, 428 Mutual Buildings, Harrison Street, Johannesburg.
2857/43/41	Lily Cohen (born Hope), general dealer: First and Final Liquidation and Distribution	31/12/43	Pretoria...	Pretoria.....	M. Silber, Attorney for Executor Dative, 193 Pretorius Street, Pretoria.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle. en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
2205/43/ 78	Osborne Clifford Coley, agent, and surviving spouse, Margarita Jacoba Coley (born Theron): First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	J. S. Menkin, Attorney for Executor Dative, 64–65 Stanley House, Johannesburg.
4500/43/ 680	Arthur Frederick Pratt, sheetmetal worker; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	J. S. Menkin, Attorney for Executrix Testamentary, 64–65 Stanley House, Johannesburg.
181/43/ 716	John William Barlow, tobacconist, and surviving spouse, Anna Catherina Barlow (born Emmelmann), of 1794 Twelfth Street, Villieria, Pretoria: First and Final Liquidation and Distribution	31/12/43	Pretoria...	—	H. A. Jensen, Attorney for Executor Dative, 20 Velra House, Bureau Lane, Pretoria.
1325/42/ 651	Essop Ismail Mia (also known as Hajee Essop Ismail Mia), general dealer: First Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Moosa Essop Mia, Executor Testamentary, c/o B. Katzenellenbogen, Fifth Floor, Stability Buildings, 106 Fox Street, Johannesburg.
3927/43/ 114	Charles William Gent (also known as Ghent), insurance inspector, and surviving spouse, Adriana Maria Gent (also known as Ghent): First and Final Administration and Distribution	31/12/43	Pretoria...	Johannesburg..	Bowen, Sessel & Goudvis, North British Building, 84 Commissioner Street, Johannesburg, Attorneys to Executrix Testamentary.
4546/42/ 576	Michael Joseph O'Donnell, advertising contractor; First and Final Liquidation and Distribution	31/12/43	Pretoria...	Johannesburg..	Moss-Morris & Ettlinger, Attorneys for Executor Testamentary, Aegis Buildings, Loveday Street, Johannesburg.

NATAL.

36842/ 901	Norman Stanley Short, post office electrician, who died intestate at Pietermaritzburg, Natal, on 11th October, 1942, and his surviving spouse, Gwyneth May Short (born Owen-Hughes): First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	—	L. J. Botha, c/o The Colonial Orphan Chamber and Trust Co., 4 Church Square, Cape Town, Executor Dative.
37139	Testate Estate John Thomas Oliff, chemist: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Henwood, Britter & Caney, Solicitors to Executrix Dative, 51 Masonic Grove, Durban.
35177/ 182	John Leonard Didcott, solicitor: First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	Chapman & Didcott, 15–19 Goodricke's Buildings, Masonic Grove, Durban, Attorneys for Executrix Testamentary.
37518	John Buchan, general dealer: First and Final Liquidation and Distribution. Creditors are hereby notified that they may still file their claims against the estate in the event of their having failed to do so in response to the notice calling for claims of the 3rd September, 1943, for a further period of thirty days hereafter.	30 days	Pietermaritzburg	Durban.....	Fowle & Fowle, Attorneys for Executors Testamentary, P.O. Box 1514, Durban.
37591	Sir Theophilus John St. George, baronet, retired civil servant: First and Final	31/12/43	Pietermaritzburg	—	Shaw & Co., P.O. Box 122, Pietermaritzburg, Attorneys for Executors Testamentary.
35070/ 71	Sandana Gounden, free Indian, No. 61477, merchant: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	S. R. Pather, Attorney for Executor Testamentary 38 Cathedral Road, Durban.
37211/ 516	Mary Gower Stansfeld (born Hodson), widow, of South Downs, Lowlands, Natal; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Estcourt.....	Hellet & De Waal, Solicitors for Executor Testamentary, P.O. Box 18, Estcourt, Natal.
32166/ 716	Jacob Makoba, farmer; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Impendhle.....	F. Becker, Executor Dative, Change Lane, Pietermaritzburg.
37254/ 751	Sir George Thomas Plowman, retired civil servant: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Shepstone & Wylie, Attorneys for Executrix Testamentary, Scotswood Building, 41 Acutt Street, Durban.
36962	Mary Ramsay Hall, widow: First Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	H. E. Mattinson & Partners, 36–41 Salisbury House, Smith Street, Durban. Agents for Executor Testamentary.
35678	William Harper Campbell Davidson McElney; First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	Douglas Alexander Mackenzie, Nominee of the Standard Bank of S.A., Ltd., P.O. Box 946, Durban, Executor Testamentary.
37128/ 205	John Williams Hilliard: First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	Helen Bow Hilliard, c/o Standard Bank of S.A., Ltd., Trust Department, P.O. Box 946, Durban, Executrix Dative.
37835/ 380	Frank Burton Coleman, retired: First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Newcastle.....	F. J. H. Landsburg, 260B Hoog Street, Volksrust, Attorney for Executrix Testamentary.
36904/ 676	Intestate Estate Sukhia, colonial-born Indian woman, No. 55471/65798, of Merebank, Natal, and surviving spouse, Haribhajan, colonial-born Indian, No. 71938/ 77151: First and Final	31/12/43	Pietermaritzburg	Durban.....	Haribhjan, Executor Dative, c/o Isipingo Indian Society, Isipingo, Natal.
37198/ 419	Testate Estate Bishnath, Indian immigrant, No. 25870 (also known as B. J. Singh), wood and coal dealer, of Rossburgh, Natal, and surviving spouse, Gangajalli, colonial-born Indian woman, No. 57245/61966: First and Final	31/12/43	Pietermaritzburg	Durban.....	Gangajalli, Executrix Testamentary, c/o Isipingo Indian Society, Isipingo, Natal.
11607/ 888	Jan Thomas Martens (F.J.'s son), farmer, and surviving spouse, Wilhelmina Christina Martens: First and Final	31/12/43	Pietermaritzburg	Kranskop.....	Nel & Stevens, P.O. Box 60, Greytown, Solicitors for Executrix Testamentary.
36697/ 87	Shib Lall, storekeeper: First and Final Administration and Liquidation	31/12/43	Pietermaritzburg	—	A. J. McGibbon & Brokensha, Solicitors of Executrix Testamentary, Change Lane, Pietermaritzburg.
36695/ 307	William Gilbert Fox, farmer, and surviving spouse, Elizabeth Black Fox: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	D. L. McGillewie & Co., Solicitors for Executor and Executrix Testamentary, 254 Longmarket Street, Pietermaritzburg.
36413/ 782	James Angus McIntosh, retired, of Durban, Natal: First and Final	31/12/43	Pietermaritzburg	Durban.....	W. W. Brady, Estates Administrators, 303 Smith Street, Durban, Agent for Executor Testamentary.
28505/ 681	Theophilus Ntombela, exempted Native, and Violet N. Ntombela, his surviving spouse: Fifth Liquidation and Distribution	31/12/43	Pietermaritzburg	Ladysmith.....	Macaulay & Riddell, P.O. Box 107, Ladysmith, Agents for Executors Testamentary.
35021	William Lewis Wood, air force officer; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Dundee.....	H. Goudge, P.O. Box 70, Dundee, Natal, Agent for Executor Testamentary.
37281/ 518	Venkatrayadu, colonial-born Indian, Birth Register No. 459/1894, farmer; Supplementary First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	G. A. F. Brett & Wills, Rennie's Buildings, 394 Smith Street, Durban. Attorneys for Executor Testamentary.
37485/ 487	Clifford Joseph Goodwin, farmer: Administration and Distribution	31/12/43	Pietermaritzburg	Harding.....	Hilton & Goodwin (Pty.) Ltd., United Buildings, Devonshire Place, Durban.
37581/ 506	Sohun, Indian immigrant, No. 55341, labourer: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	G. A. F. Brett & Wills, Rennie's Buildings, 394 Smith Street, Durban, Attorneys for Executor Testamentary.
34289/ 733	Narrainsami, farmer: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	T. J. D'Alton, 472 West Street, Durban.
36392/ 902	Caroline Jane Wallace, widow: First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	Blamey & Holgate, 31–34 Cato House, Smith Street, Durban.
37051	George Wilson Murray, assistant manager, of Umhlanga Rocks Hotel, Umhlanga Rocks, Natal; First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78–82 Salisbury House, Smith Street, Durban, Natal.
35960	John Joseph Thompson, plumber, of 121 Sixth Avenue, Durban: First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78–82 Salisbury House, Smith Street, Durban, Natal.
36756/ 61	Matthew James Collins, retired engine driver; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Shepstone & Wylie, Attorneys for Executrix Testamentary, Scotswood Building, 41 Acutt Street, Durban.
38020/ 779	Sarah Jane Pinfold, wife of Edward George Pinfold, pensioner, of 15A Venice Road, Durban; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executor Testamentary.
37085/ 724	Harry Edward Snashall, accountant, of 26 Ottawa Court, Gillespie Street, Durban; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary.
37531/ 243	Rose Alexander, widow, of 24 Coronation Road, Durban; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executors Testamentary.
37778/ 335	William Clark, manager, open-air baths, of 2 Alexandra Road, Pietermaritzburg, and surviving spouse, Eleanor Ebeline Clark; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executor Testamentary.
37869/ 442	Arthur Douglas Grant, clerk, S.A.R. and H., of 15 Kilburn Avenue, Durban: First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle. en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
37946/ 299	Kawalbhan, No. 65249, farmer, of Dromore Road, Cato Manor, Durban, and surviving spouse, Pulmania, No. 7217/12334–9120; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary.
37586/ 148	Basmotia, colonial-born Indian woman, No. 37820/13049/ 13050, and subsequently deceased spouse, Sohun, Indian immigrant, No. 55341, labourer; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	G. A. F. Brett & Wills, Rennie's Buildings, 394 Smith Street, Durban, Attorneys for Executor Dative.
37603/ 16	Gunga Goorchurun, colonial-born Indian, No. 7940/8047, furniture maker, and surviving spouse, Doolarea, colonial-born Indian woman, No. 31445/37370; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	G. A. F. Brett & Wills, Rennie's Buildings, 394 Smith Street, Durban, Attorneys for Executor Dative.
36726/ 579	Frederick Hero Simmons, retired medical practitioner; First and Final Liquidation and Distribution	31/12/43	Pietermaritzburg	—	Rex Lennox Hopkins, Assistant Manager, Johannesburg Board of Executors and Trust Co., Ltd., 102 Commissioner Street, Johannesburg.
37230	Amelia Roussart, housewife; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	Durban.....	Dyer & Dyer, Attorneys for Executor Dative, Palmer House, Smith Street, Durban.
37111/ 760	Thomas Leslie Angus Marwick, military service; First and Final Administration and Distribution	31/12/43	Pietermaritzburg	—	Lister & Lister, Attorneys to Executrix Testamentary, 14 Timber Street, Pietermaritzburg.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

35145	Susara Johanna Wessels (gebore Boer), huisvrou, en nagelate eggenoot Cornelis Jacob Wessels; Eerste en Finale Likwidasie en Distribusie	31/12/43	Bloemfontein	Vrede.....	Pretorius & Bosman, Kerkstraat, Posbus 160, Vrede.

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.

KENNISGEWING AAN KREDITEURE.

BOEDELS VAN OORLEDE PERSONE. ARTIKEL *SES-EN-VEERTIG*, WET No. 24 VAN 1913.

Alle persone wat vorderinge het teen die Oorlede Persoon of sy Boedel en die Boedels vermeld in bygaande Bylae word versoek hulle vorderinge (indien) by die betrokke Eksekuteure binne die tydperke soos vermeld, gereken vanaf datum van publikasie hiervan.

SCHEDULE—*SKEDULE*

CAPE.—KAAP.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent *Naam en Adres van Eksekuteur of Gemagtigde Agent*	What Province. *Welke Provinsie.*
89552	George de Roos Thompson, retired, of Marine Hotel, East London, who died at East London on 26th November, 1943	30 days...	William Maule Black, Nominee of the Standard Bank of South Africa, Ltd., East London Branch, Executor Testamentary	Cape.
86337	John Donovan Freemantle, who died on active service, of Mandloveni Trading Station, Ngqeleni District	30 days...	Deneys Reitz, Jacobson & Effune, Attorneys for Executrix Testamentary, Anglovaal House, Fox Street, Johannesburg	Cape.
83100	Edward Douglas Wise, who died on active service on the 10th day of May, 1942	30 days...	C. & A. Friedlander, Attorneys for Executrix Dative, 40 Burg Street, Cape Town	Cape.
3290	Rachel Jacoba Hendrickse (born Sweigers), housewife, of Douglas	30 days...	Neethling & Abbott, Douglas.....	Cape.
85792	Theunis Johannes Kotze, boer, van Weglopers Heuwel, Distrik Piketberg, en nagelate eggenote Susanna Johanna Elizabeth Kotze (gebore Visser)	30 dae....	Fritz Lambrechts, Prokureur vir Boedel, Posbus 41, Piketberg	Kaap.
89252	Magdalena Petronella de Beer (gebore Steyn), huisvrou, oorlede te Willowmore op 22 September 1940	30 dae....	Conradie, De Waal & Olckers, Posbus 3024, Port Elizabeth, Prokureurs vir Eksekuteur	Kaap.
89221	David Thomas Bezuidenhout, mason, and surviving spouse, Annie Magdalene Bezuidenhout (born Hiscock)	30 days...	C. E. Basson, Attorney for Executrix Testamentary, P.O. Box 22, Kirkwood	Cape.
89011	Machiel Andries Hechter, retired.....	30 days...	C. E. Basson, Attorney for Executor Dative, P.O. Box 22, Kirkwood	Cape.
88544	Johannes George Steynberg, inspekteur, Sanlam, en nablywende eggenote Anna Francina Steynberg (gebore Myburgh), van Oudtshoorn	30 dae....	Taute & Steyn, Prokureurs vir die Boedel, Kerkstraat, Oudtshoorn	Kaap.
87787	Martha Goodrich (born Williams), housewife, and surviving spouse, Robert Goodrich, a plumber, S.A. Railways, of 28 Duke Street, Woodstock, Cape	30 days...	Robert Goodrich (husband), 28 Duke Street, Woodstock, Cape Province	Cape.
85690	David Lukas Frederick Smith, soldier, and surviving spouse, Wilhelmina Isabella Smith (born Mynhardt)	30 days...	A. A. Hanesworth, P.O. Box 5, Fort Beaufort.....	Cape.
89449	Alfred James William Sidney Westcott, retired.....	30 days...	E. C. Westcott, Executor Testamentary, c/o Standard Bank of South Africa, Ltd., Hermanus Branch, Agent for Executor Testamentary	Cape.
89545	Gotlib Christiaan Rudolf Opperman, pensioner and surviving spouse, Johanna Magdalena Opperman (born Bekker), of Kokstad	30 days...	Elliot & Walker, Attorneys for Executrix Testamentary, P.O. Box 17, Kokstad	Cape.
85440	Annie Maria Laubscher (born Arnold), housewife, of Wynberg, Cape, who died there on 1st May, 1843	30 days...	R. P. Gain, Executor Dative, The Board of Executors, 4 Wale Street, Cape Town	Cape.
3277/43	Christina Jacoba Adriana van Staden, voorheen de Klerk (gebore Gous), weduwee, boerin, van Kappies, Pk. Postmasburg, Distrik Hay	30 dae....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Afdeling, Posbus 1365, Pretoria	Kaap.
89592	Rupert Elson Kershaw, linotype operator, of Oudtshoorn	30 days...	Arthur Kaplan, P.O. Box 152, Oudtshoorn, Executor Testamentary	Cape.
89007	James Coull, widower, retired government servant, of Port Elizabeth	30 days...	Lawson Brown & Brown, Attorneys, Netherlands Bank Chambers, Main Street, Port Elizabeth, Attorneys for Executor Dative	Cape.
88444	Bernard de Korte, clerk.....	30 days...	Jan. S. de Villiers & Son, 28 Wale Street, Cape Town.....	Cape.
89479	Albert Charles Hedley Key, retired civil servant, of Kenilworth, Cape, and his surviving spouse, Lilian Frances Key	30 days...	Dichmont & Dichmont, Attorneys for the Executors Testamentary, 6 Darling Street, Cape Town	Cape.
89144	Maria Catherine van Renen (born Jurgens), housewife, of Rhodesia House, Malmesbury	30 days...	W. J. Vos, c/o African Mutual Trust and Assurance Co., Ltd., P.O. Box 27, Malmesbury, Executor Dative	Cape.
86307	Janie Janisch, a widow, retired, of Rondebosch, Cape....	30 days...	N. Reid and P. L. Close, Secretary, General Estate and Orphan Chamber, Executors Testamentary, 136 Adderley Street, Cape Town	Cape.
89254	Pieter Barend Botha (P.P./senr), rustend, van Groot Eiland, Rawsonville, Distrik Worcester	30 dae....	H. J. Nichaus, Sekretaris, Worcester Eksekuteurskamer, Bpk., Posbus 34, Worcester	Kaap.
88384	Johanna Margaretha Merrington (born Wiid), widow, housewife	30 days...	Van der Byl & De Villiers, Attorneys for Executor Testamentary, 4 Wale Street, Cape Town	Cape.
88353	Samuel Reuben (or Ruben) Lipshitz, a commercial traveller, of 14 Winston Court, Belle Ombre Road, Tamboers Kloof, Cape Town	30 days...	Ada Lipshitz, Executrix Dative, c/o J. Gelb, 63 Burg Street, Cape Town	Cape.
89505	Sarah Leah Cohen (born Penchansky), who was married out of community of property to Max Cohen, of "Davaar", 17 Hof Street, Cape Town	30 days...	A. Meyerowitz, Attorney for Executor Testamentary, 113 Victoria Road, Woodstock	Cape.
89373	Jacob Cloete Erasmus and surviving spouse, Martha Hendrina Erasmus (born Kruger), of Eerste River, District of Stellenbosch	30 days...	Louis Hofmeyr, Attorneys for Executrix Testamentary, P.O. Box 140, Stellenbosch	Cape.
88314	Joseph Brickles, a shoe repairer, of Buckingham Road, Wynberg	30 days...	J. L. Feinberg, Executor Dative, Calder's Chambers, Main Road, Wynberg	Cape.
88923	Hedwig Brickles (born Africa) and subsequently deceased spouse, Joseph Brickles, of Buckingham Road, Wynberg	30 days...	J. L. Feinberg, Executor Dative, Calder's Chambers, Main Road, Wynberg	Cape.
89264	Bertha Nellie Luna, widow, of Three Anchor Bay, Cape Town	30 days...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town	Cape.
89457	Elizabeth Johanna Cloete (gebore Steenkamp) en nagelate eggenoot Gert Nicolaas Petrus Cloete, afgetrede boer	30 dae....	Newmark & Hauptfleisch, Posbus 6, Ceres.....	Kaap.
87660	Thomas Edward Matthew Byrnes, soldier, of Woodstock, Cape, and surviving spouse, Mabel Helen Byrnes (born Landman)	30 days...	Block & Block, 136 Adderley Street, Cape Town.....	Cape.
89232	Rosina Maria Peters (also known as Rosina Petersc or Rosie Peters), cook	30 days...	Berkovitch & Mallinick, Attorneys to the Executrix Testamentary, 6 Church Square, Cape Town	Cape.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
88864	Kathleen Hope Thomson, housewife, of Cambridge, East London District	30 days...	Dallas & Lewis, Attorneys for Executor Testamentary, 32 Oxford Street, East London	Cape.
89547	Charles Lewis Petersen, retired carpenter, and surviving spouse, Mary Jane Petersen (born Saunders)	30 days...	F. W. Cooper, Attorney for Executrix Testamentary, P.O. Box 136, East London	Cape.
89179	Johannes Hermanus Cloete, 'n boer, van Rivierplaas, Distrik Sutherland, en nagelate eggenote Huibrecht Maria Magdalena Francina Cloete (gebore Nel)	30 dae....	Louw & Frick, Posbus 6, Sutherland.....	Kaap.
89520	Daniel Clur, building contractor, who died at East London, Cape Province, on the 10th November, 1943	30 days...	Drake, Flemmer & Orsmond, Attorneys for the Executors Testamentary, P.O. Box 44, East London	Cape.
89192	David Macnish, medical practitioner, of The Golf House, Prestatyn, County of Flint, Wales, and surviving spouse, Margaret Ann Macnish	30 days...	The National Bank of Scotland, Ltd., c/o Standard Bank of South Africa, Ltd., P.O. Box 57, Cape Town, Administrators	Cape.
88504	Rachel Elizabeth Stander, voorheen van Niekerk (gebore van Niekerk), weduwee, huisvrou, van Kaapstad	30 dae....	Truter & De Villiers, Groote Kerk-gebou, Adderleystraat, Kaapstad, Agente vir Eksekuteur Testamentêr	Kaap.
89051	Alfred Edward John Cavendish, retired brigadier-general in H.M. Army, of Camberley, England	30 days...	The South African Association for the Administration and Settlement of Estates, 6 Church Square, Cape Town	Cape.
89060	Hendrick February, widower, railway pensioner, of Kraaifontein, Paarl	30 days...	Van der Bijl & De Villiers, Attorneys for Executrix Testamentary, 4 Wale Street, Cape Town	Cape.
89543	William Joseph Andrew O'Connell, member of Essential Service Corps, and surviving spouse, Anna Wilhelmina Maria O'Connell, who died at Retreat, Cape, on the 17th November, 1943	30 days...	Anna Wilhelmina Maria O'Connell, c/o Cape Trustees and Executors, Ltd., 85 St. George's Street, Cape Town	Cape.
89440	Susanna Anna Ollemans (born Hugo), housewife.....	30 days from 4/1/44	Fairbrisge, Arderne & Lawton, Colonial Orphan Chamber Buildings, 41 Parliament Street, Cape Town	Cape.

TRANSVAAL.

4887/43	Anna Jacoba Wilhelmina du Plooy (gebore Beket), 'n weduwee, huisvrou, van Hastingslaan 49, Brakpan	30 dae....	Pieter du Plessis & Marcus, Prokureurs vir die Boedel, Trustgebou, Prince Georgelaan 351, Brakpan	Transvaal.
5718/43	Harry Gilgrass Williamson, manufacturer.....	30 days...	Blanche Edith Williamson, Executrix Testamentary, c/o Sims & Ziegler, 33–36 New Kempsey Buildings, cor. Fox and Joubert Streets, Johannesburg	Transvaal.
3977/43	Carolina Nkuna, housewife.....	30 days...	Hettie Nkuna, Stand No. 606, Location, Heidelberg, Transvaal	Transvaal.
5645/43	John Hunter, retired mine secretary, and surviving spouse, Jessie Ann Hunter, of Witbank	30 days...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria	Transvaal.
5686/43	John Arthur Harris, retired, of 5 Kingsway Mansions, Auckland Park, Johannesburg	30 days...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria	Transvaal.
5665/43	Albert Edward Stephens, hospital superintendent, and surviving spouse, Charlotte Agnes Stephens (born Eshmade), of Nigel, Transvaal	30 days...	Milstein & Milstein, Attorneys for Executrix Testamentary, Standard Bank Chambers, P.O. Box 21, Nigel	Transvaal.
5679/43	Cecil Thomas Dawson, retired statistician, and surviving spouse, Dorothy May Dawson (born Branson), of Brakpan	30 days...	Trollip, Solomon & Joubert, Trust Buildings, P.O. Box 38, Brakpan, Attorneys for the Estate	Transvaal.
5265/43	Sarah Ann Walsh (born Green), housewife, of 87 Pandora Road, Malvern, Johannesburg	30 days...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria	Transvaal.
4544	Cornelis (of Cornelius) Johannes van der Merwe, boer, en nagelate eggenote Anna Sophia van der Merwe (gebore Potgieter), van Grootfontein, Distrik Potchefstroom	30 dae....	Meyer & Meyer, Prokureurs vir Eksekutrise Datief, Kerkstraat 103, Posbus 122, Potchefstroom	Transvaal.
5625/43	Alexander Norman Coventry Fell (described in the Will as Alexander Fell), lieutenant, South African Air Force, formerly reduction worker, of Randfontein	30 days...	J. G. Gammie, Attorney for Executor, P.O. Box 138, Randfontein	Transvaal.
4807/43	Helen Joey Vosloo (born de Villiers), housewife, and surviving spouse, Jacobus Stefanus Vosloo, of 85 First Avenue, Geduld, Springs	30 days...	Van Zyl & Leandy, Attorneys for Executor Dative, Springs Chambers, Second Street, P.O. Box 447, Springs	Transvaal.
3291/43	Harold Daniel Smith, fitter, and surviving spouse, Elsie Millicent Smith	30 days...	J. G. Silke, Attorney for Executrix Dative, P.O. Box 347, Benoni	Transvaal.
5493/43	Julius Strauss, miner, and surviving spouse, Lilian Francis Edith Strauss (born Oliver), of New State Areas, Ltd., Springs	30 days...	Van Zyl & Leandy, Attorneys for Executrix Testamentary, Springs Chambers, Second Street, P.O. Box 447, Springs.	Transvaal.
5593/43	Ellen Hannah Ross (born Green), housewife, of 87 St. Amant Street, Malvern, Johannesburg	1 month...	W. J. Paynter, 149 Meyer Street, Germiston.....	Transvaal.
5459/43	Charles Tweedy Lardner Burke, retired accountant, of Johannesburg	30 days...	The South African Association for the Administration and Settlement of Estates, 6 Church Square, Cape Town	Transvaal.
1525/43	Sarah Elizabeth Melvill, widow.....	30 days...	Webber, Wentzel, Solomon & Friel, Attorneys for Executor Testamentary, Union House, Main Street, Johannesburg	Transvaal.
5702/43	Annie May Gilroy (born Lansdell), housewife.....	30 days...	Routledge & Douglas Wilson, Solicitors for Executor Testamentary, P.O. Box 306, Johannesburg	Transvaal.
5704/43	Maud Frederica Hartley (also known as Frida Hartley), social worker	30 days...	McEwan, Fearnhead & Pinkerton, Attorneys for Executors Testamentary, Provident Buildings, 108 Fox Street, P.O. Box 3324, Johannesburg	Transvaal.
4773/43	Elizabeth Campbell Younger, major spinster, housewife....	30 days...	Thurston & Kew, Agents for Executor Testamentary, 97–98 Annan House, Commissioner Street, Johannesburg	Transvaal.
3031/43	Izak David Lessing and surviving spouse, Susara Johanna Lessing (born v. d. Walt)	30 days...	S. J. Lessing, Executrix Testamentary, 2 Hill Street, Rand View, Johannesburg	Transvaal.
5706/43	Christopher Hastings Nethersole, articled clerk.....	30 days...	Edward Victor Buchanan, 87 Stanley House, Commissioner Street, Johannesburg	Transvaal.
4090	Jakob Lourens Carolus de Jager (also known as Jacob Lourens de Jager), farmer, who died on active service, married in community of property to Esther Franzina de Jager	21 days...	S. Kovalsky, Attorney for Executrix Dative, 53 Shakespeare House, Commissioner Street, Johannesburg	Transvaal.
5077/43	Raphael Beck, tailor, and surviving spouse, Annie Beck (born Simons)	30 days...	Mansell & Schaffer, Attorneys for Executrix Dative, P.O. Box 6167, Johannesburg	Transvaal.
3774/43	Johanna Hendrina Cecilia Petronella Boon (gebore Coetzee) en nagelate eggenoot Leendert Boon, afgetrede aannemer, van Van Rensburgdorp, Distrik Heidelberg, Transvaal	30 dae vanaf 3/1/44	Viljoen & Meek, Prokureurs vir Eksekuteur Datief, Voortrekkerstraat 29, Posbus 21, Heidelberg, Transvaal	Transvaal.
5705/43	Jessie Montcreif Moore (born Bell), housewife, and surviving spouse, Ernest James Moore	30 days...	Ernest James Moore, 35 Ypres Road, Delville, Germiston...	Transvaal.
4528/43	Elizabeth Amelia Emery (also known as Bessie Amelia Emery) (born Birch), divorcee	30 days...	W. A. Morison Abel, Executor Testamentary, Atlas Buildings, 102 Commissioner Street, Johannesburg	Transvaal.
5680/43	Elizabeth Catherine Coborn Devitt (born Pickard), housewife	30 days...	J. W. Langstaffe, Attorney for Executor Testamentary, 901–905 Winchester House, Loveday and Main Streets, P.O. Box 4686, Johannesburg	Transvaal.
5724/43	Hester Aletta Cameron (born Snyman), housewife, 7 Sneddon Street, Sydenham, Johannesburg	30 days...	Van Hulsteyn, Feltham & Ford, Attorneys for Executor Testamentary, Stanley House, Commissioner Street, Johannesburg	Transvaal.
5560/43	David Thomson Frier, retired master printer, and surviving spouse, Margaret Jane Frier (born Dodds)	30 days...	Webster, Dunbar & Saner, Attorneys for Executrix Testamentary, North British Building, Commissioner Street, P.O. Box 529, Johannesburg	Transvaal.
5514/43	Wubbo van der Molen, pensionaris, en nagelate eggenote Anna Magdalena Christina van der Molen (gebore Henn), voorheen Hamman	30 dae....	Mev. A. M. C. van der Molen, p/a Dr. Carel Potgieter, Garlickhuis 215, Harrisonstraat, Johannesburg	Transvaal.
5182/43	Jurie Hendrik Wessels de Kock, railway pensioner, and surviving spouse, Alida Maria de Kock (born van Schoor), of 5 Annie Road, Richmond, Johannesburg	30 days...	J. D. Krige, Attorney for Executrix Dative, 35A Eighth Street, Vrededorp, Johannesburg	Transvaal.
2577/43	Wilhelm (Wilhelmes) Johannes Pieterse, boer, en nagelate eggenote Susanna (Sussanna) Jacomina Pieterse (gebore Meyer)	12 dae....	S. J. Pieterse, Eksekutrise, Pk. Twyfelspoort, Distrik Rustenburg	Transvaal.

NATAL.

D.E. 1528/43	Feige Geviser.....	14 days...	Frank M. Levy, Attorney for Authorized Agent, 6–8 Michael's Court, Masonic Grove, Durban	Natal.
38042	Alexander Harvey Rennie, widower, shipbroker.....	30 days...	James Gladstone Catto, 394 Smith Street, P.O. Box 1006, Durban	Natal.
38345	Bernardette Francoise Laurence Daniel, housewife.....	30 days...	A. D. Millar & Kimber, P.O. Box 482, Durban, for Executor Testamentary.	Natal.
37791	John Daniel Sikiki Yeni, Native, of Basuto's Hope, Ixopo District, Natal	30 days...	G. R. Hathorn, Solicitor to Executor Dative, P.O. Box 4, Ixopo	Natal.
89298	Wessel Zietsman Jordaan, minor, railway employee, who died at Pietermaritzburg	30 days...	C. E. Basson, Attorney for Executrix Dative, P.O. Box 22, Kirkwood	Natal.
37924	Ismail Mahomed Mall, agent.....	21 days...	A. Leslie Leon, Attorney to Executors and Executrix Testamentary, 25–28 Goodricke's Building, Masonic Grove, Durban	Natal.
38328	Catarine Marie Wortmann, widow, of Wartburg.....	30 days...	J. Leslie Smith & Co., 250 Longmarket Street, Pietermaritzburg, Attorneys for Executors	Natal.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province Waar Provinsie.
38202	William Smith, carpenter, and surviving spouse, Mariana Smith (born Walton)	30 days...	W. E. Bale & Mortimer, 135 Church Street, Pietermaritzburg, Agents to the Executor	Natal.
D.E. 1478/43	Intestate Estate Mari, colonial-born Indian, No. 88071/88072, labourer, of Merebank, and surviving spouse, Chellamma, colonial-born Indian woman, No. 48602/48603/48039/48040	14 days...	Chellamma, Executrix Dative, c/o Isipingo Indian Society, Isipingo	Natal.
38336	John Symon Nyanda, of Clermont Township, New Germany	21 days...	Willcocks & Martin, Attorneys for Executrix Testamentary, Crompton Street, P.O. Box 4, Pinetown, Natal	Natal.
38338	Emily Ward Veitch, widow.....	30 days...	Livingston, Doull & Dumat, Cato House, 340 Smith Street, Durban, Solicitors to the Estate	Natal.
D.E. 1583/43	Bertha Ruby Adelie Gooden, of Durban.....	14 days...	Clemmans & Johnston, Solicitors for Executor, Permanent Buildings, Mercury Lane, Durban	Natal.
D.E. 951/43	George Lindsay Johnson, retired eye specialist, of Durban, Natal	14 days...	George Goetz, c/o J. H. Peycke, Solicitor, 375 Smith Street, Durban	Natal.
38265	James McKellar, retired.....	30 days...	James Jeffrey McKellar, 6 Essenwood Place, Durban.....	Natal.
38250	Thomas Wagstaff Thresher, company director, of 11 Bedford Gardens, Durban	30 days...	Byron & Long, 374 Smith Street, Durban, Attorneys for Executors and Executrix Testamentary	Natal.
38205	Frances Nora Buchanan (born Davys), widow, of Richmond, Natal	21 days...	Leslie G. Wynne Cole, Attorney for Executors Testamentary, P.O. Box 4, Richmond, Natal	Natal.
D.E. 54/43	Intestate Estate Suliman, colonial-born Indian, Birth Register No. 3165/1910, greengrocer, of Redcliffe, near Verulam, Natal	14 days...	R. L. Hugman, Attorney for Liquidator, Court Chambers, Verulam	Natal.
35257	Samuel James Adams, of Durban.....	14 days...	Cowley & Cowley, Greenacre's Buildings, Durban, Attorneys for Executor	Natal.
38298	Elizabeth Margaret Haydon (born Stephens), widow.....	30 days...	H. Fellows-Smith, junior, Executor Testamentary, 8–10 Anglo-African House, Smith Street, Durban	Natal.
38177	Anna Magrieta Catherina D'Orleans (born de Jager).....	14 days...	Acutt & Worthington, Solicitors to the Estate, Gladstone Street, Dundee	Natal.
34613	Palayam Chinnasamy Manuel, colonial-born Indian, No. 23113/23343, and surviving spouse, Marrimuthu, colonial-born Indian woman, No. 5478/1550/1663	30 days...	Fowle & Fowle, Attorneys for Executrix Testamentary, P.O. Box 1514, Durban, Natal	Natal.
38321	Charles William Ernest Melville, assistant manager.....	21 days...	J. A. McGregor, Hazeldene, 1 Wilson Avenue, Westridge, Durban	Natal.
38255	Jan Adriaan du Plessis, soldier.....	21 days...	J. A. McGregor, Hazeldene, 1 Wilson Avenue, Westridge, Durban	Natal.
38185	Munisami, Indian immigrant, No. 47264, packing foreman, and surviving spouse, Oothameeamah, colonial-born Indian woman, No. 29748/5144/5116	3 weeks...	G. A. F. Brett & Wills, Rennie's Buildings, 394 Smith Street, Durban, Attorneys for Executor Dative	Natal.
38290	William Cotterell, retired, of Sea View, Durban.....	21 days...	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Dative	Natal.
D.E. 1594/43	Cornelia Francina Dowd (born Darlow), housewife, of 126 Paisley Road, Jacobs, and surviving spouse, Jacobus Lodiwikus Dowd	14 days...	David Strachan & Tayler, 78–82 Salisbury House, Smith Street, Durban	Natal.
35249	Olaf Larsen, pumpman, of Union Whaling Co., Durban....	30 days...	David Strachan & Tayler, 78–82 Salisbury House, Smith Street, Durban	Natal.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

35879	Thomas Johannes Griffiths, rangeerder, S.A. Spoorweë, van Kroonstad, en nagelate eggenote Johanna Magrietha (of Margaretha) Griffiths (gebore van Dyk)	21 dae....	H. W. van der Merwe, Agent vir Eksekutrise Testamentêr, Posbus 266, Kroonstad	Oranje-Vrystaat.
35802	Susanna Maria van Nickerk (born de Witt), widow, of Bloemfontein	30 days...	Brebner & Reitz, Agents for Executor Dative, P.O. Box 385, Bloemfontein	Orange Free State.
35842	Ernest William White, widower, pensioner, of 137 St. John Street, Bloemfontein	30 days...	J. Geo. Fraser (Pty.), Ltd., P.O. Box 554, Bloemfontein....	Orange Free State.
35785	Benjamin Francois de Villiers, bankklerk, van Bloemfontein	30 dae....	C. T. M. Wilcocks, Eksekuteur Datief, Posbus 562, Bloemfontein	Oranje-Vrystaat.

MASTERS' NOTICES.

Pursuant to section *sixteen*, sub-section (3), of the Insolvency Act, 1916, and pursuant to section *seventeen*, sub-section (4) of the Insolvency Act, 1936.
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.

JAMES J. BECK, Master of the Supreme Court, Cape of Good Hope Provincial Division
P. J. STEENKAMP, Master of the Supreme Court, Transvaal Provincial Division.
G. G. G. HAYBITTEL, Master of the Supreme Cour . Natal Provincial Division.
N. T. BUYSKES, Master of the Supreme Court, Orange Free State Provincial Division.
MAURICE BUXTON FORMAN, Assistant Master of the Supreme Court Kimberley.

KENNISGEWINGS VAN DIE MEESTER.

Ingevolge artikel *sestien*, subartikel (3), van die Insolvensiewet, 1916 en ingevolge artikel *sewentien*, subartikel (4), van die Insolvensiewet, 1936.
Hierby word kennis gegee dat in die onderstaande Skedule vermelde Boedels voorlopig gesekwestreer is ingevolge Order van die Hooggeregshof soos daarin uiteengesit.

JAMES J. BECK, Meester van die Hooggeregshof, Provinsiale Afdeling Kaap de Goede Hoop.
P. J. STEENKAMP, Meester van die Hooggeregshof, Provinsiale Afdeling Transvaal.
G. G. G. HAYBITTEL, Meester van die Hooggeregshof, Provinsiale Afdeling Natal.
N. T. BUYSKES, Meester van die Hooggeregshof, Provinsiale Afdeling Oranje-Vrystaat.
MAURICE BUXTON FORMAN, Assistant-Meester van die Hooggeregshof Kimberley.

FORM No. 1—VORM No. 1. SCHEDULE—*SKEDULE*.

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Date upon which and Division of Court by which Order made. *Datum waarop en Afdeling van Hof waardeur Order gemaak is.*	Upon the Application of *Op die Applikasie van.*
8741	The late John Thomas Brady, who died at Rondebosch, Cape, on the 29th August, 1943, and had carried on during his lifetime the licenced liquor business and was the lessee of the Woodstock Bar, at 24–26 Albert Road, Woodstock, Cape, under a wine and malt liquor licence	22/12/43, Cape of Good Hope Provincial...	Castle Wine & Brandy Co., Ltd. and E. K. Green & Co., Ltd.
C/21388	Vythlinghan Narainasamy Padayatchi.....	21/12/43, Witwatersrand Local.....	Kistasamy Murgaya Naidoo.

NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to sections *forty* and *forty-one* of the Insolvency Act, 1916, and pursuant to sections *forty-one* and *forty-two* of the Insolvency Act, 1936.
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.

KENNISGEWINGS VAN VOOGDE EN KURATORS.

Ingevolg artikels *veertig* en *een-en-veertig* van die Insolvensiewet, 1916, en ingevolge artikels *een-en-veertig* en *twee-en-veertig* van die Insolvensiewet, 1936.
Hierby word kennis gegee dat 'n byeenkoms van skuldeisers gehou sal word in die Gesekwestreerde of Afgestane Boedels vermeld in onderstaande Skedule op die datums, ure en plekke en vir die doeleindes daarin vermeld.
In stede waar 'n kantoor van 'n Meester of 'n Assistent-Meester is, word die byeenkoms voor die Meester gehou en in ander plekke voor die Magistraat.

FORM No. 4—VORM No. 4. SCHEDULE—*SKEDULE*.

No. of Estate. *No van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel Afgestaan of Gesekwestreer is.*	Day, Date, Hour, and Place of Meeting. *Dag, Datum, Uur en Plek van Byeenkoms.*	Purpose of Meeting. *Doel van Byeenkoms.*
8720	James Sutherland Anderson, hotel keeper, Grosvenor Hotel, Cathcart	Sequestrated...	Fri., 14/1/44, 10 a.m., Cathcart.....	For the proof of claims.

NOTICES OF TRUSTEES, ASSIGNEES AND LIQUIDATORS.

Pursuant to section *ninety-six*, sub-section (2), of the Insolvency Act, 1916, and pursuant to section *one hundred and eight*, sub-section (2), of the Insolvency Act, 1936, and pursuant to section *one hundred and thirty-six*, sub-section (2), of the Companies Act, 1926.

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 the later, for inspection by creditors.

KENNISGEWINGS VAN VOOGDE, KURATORS EN LIKWIDATEURE

Ingevolge artikel *ses-en-negentig*, subartikel (2), van die Insolvensiewet, 1916, en ingevolge artikel *eenhonderd-en-ag*, subartikel (2), van die Insolvensiewet, 1936, en ingevolge artikel *een honderd ses-en-dertig*, subartikel (2), van die Maatskappywet, 1926.

Hierby word kennis gegee dat die likwidasierekeninge en planne van distribusie of/en kontribusie in die Boedels genoem in onderstaande Skedule ter insage sal lê vir skuldeisers in die kantore daarin genoem, gedurende 'n tydperk van veertien dae of soveel langer as daarin vermeld vanaf die datum vermeld in die Skedule of vanaf die datum van publikasie hiervan, as dit later

FORM No. 6—VORM No. 6. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Description of Account. *Beskrywing van Rekening*	Office and Date at which Account will lie open. *Kantore en Datum waar Rekening ter insage sal lê.*	Period, if more than 14 days, for which Account will lie open. *Tydperk, indien langer as 14 dae, gedurende welke Rekening ter insage sal lê.*
8715	Insolvent Estate late Pieter Johannes Redelinghuys, in his lifetime a farmer of Annandale, District of Malmesbury, and surviving spouse, Beatrix Margaretha Redelinghuys (born du Toit)	Supplementary Account to the Amended First and Final Liquidation and Distribution	Cape Town, Malmesbury, 31/12/43....	—
8178	Daniel Frederik de Swardt, a general dealer, of George..	Second and Final Liquidation and Distribution	Cape Town, George, 4/1/44.....	—
8721	Insolvent Estate of Scieff Vincent Lake, a farmer, of "Cromarty", in the District of Maclear	First and Final Liquidation and Distribution	Cape Town, Maclear, 5/1/44.....	—

NOTICES OF TRUSTEES AND ASSIGNEES

Pursuant to section *ninety-nine*, sub-section (2), of the Insolvency Act, 1916, and Pursuant to section *one hundred and thirteen*, sub-section (1), of the Insolvency Act, 1936.

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

KENNISGEWINGS VAN VOOGDE EN KURATORS.

Ingevolge artikel *nege-en-negentig*, subartikel (2), van die Insolvensiewet, 1916, en ingevolge artikel *eenhonderd-en-dertien*, subartikel (1), van die Insolvensiewet, 1936.

Nademaal die likwidasierekeninge en planne van distribusie of/en kontribusie in die Afgestane of Gesekwestreerde Boedels, vermeld in die hieronder volgende Skedule bekragtig is op die daarin genoemde datums, so word hierby kennis gegee, dat 'n dividend uitgekeer of/en 'n kontribusie ingesamel sal word in die gesegde Boedels, soos uiteengesit in die Skedule en dat iedere kontribusieplichtige skuldeiser die deur hom verskuldigde bedrag moet betaal aan die kurator of voog by die adres wat in die Skedule genoem word.

FORM No. 7—VORM No. 7. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Date when Account Confirmed. *Datum waarop Rekening bekragtig is.*	Whether a Dividend is being paid or a Contribution being collected, or both. *Of 'n Dividend uitgekeer of 'n Kontribusie ingevorder word, of beide.*	Name and Address of Trustee or Assignee. *Naam en Adres van Voog of Kurator.*
C/2128	R. Weiner, second-hand dealer, of 87 Boom Street, Pretoria	25/11/43	Contribution being collected	P. Goldberg, 224 Van der Walt Street, Pretoria, and Z. J. Taylor, 29 Church Square, Pretoria.
C/903	Segal & Goldie (Pty.), Ltd. (in Voluntary Liquidation)...	7/12/43	Dividend being paid.....	S. J. Segal, Church Street, Bredasdorp.
C.A./4179	Middlewits Extensions, Ltd. (in Voluntary Liquidation)..	23/12/43	Dividends being paid under First and Final Liquidation and Distribution Account	E. Burnham, Liquidator, Anglovaal House, Johannesburg.
C.A./4189	Public Services Association (Northern Rhodesia), Ltd. (in Voluntary Liquidation)	24/12/43	—	E. D. Wackrill, 507 Jubilee House, 15 Simmonds Street, Johannesburg.
C.A./4015	Main Garage (Pty.), Ltd., Kerk Street, Ermelo.....	24/12/43	Dividend being paid to Secured Creditors	George Foster, c/o 67 Prudential Assurance Buildings, 90 Fox Street, Johannesburg.

NOTICES OF INTENTION TO APPLY FOR REHABILITATION.

Pursuant to section *one hundred and eight* of the Insolvency Act, 1916, and pursuant to section *one hundred and twenty-four* of the Insolvency Act, 1936.

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.

KENNISGEWINGS VAN VOORNEME OM AANSOEK OM REHABILITASIE TE DOEN.

Ingevolge artikel *eenhonderd-en-ag* van die Insolvensiewet, 1916, en ingevolge artikel *eenhonderd vier-en-twintig* van die Insolvensiewet, 1936.

Hierby word kennis gegee dat die insolvente persone genoem in onderstaande Skedule, aansoek sal doen om hulle rehabilitasie op die ure en plekke en om die redes daarin opgegee teenoor hulle respektiewe name.

FORM No. 8—VORM No. 8. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Full Name and Description of Insolvent and Place of Business or Residence. *Volle Naam en Beskrywing van Insolvente Persoon en Plek van Besigheid of Woonplek.*	Date when Estate Sequestrated. *Datum waarop Boedel Geseksestreer is.*	Day, Date, Hour, and Division of Court to which Application will be made. *Dag, Datum, Uur en Afdeling van Hof waarby Aansoek gedoen sal word.*	Ground of Application. *Rede van Aansoek.*
8591	Jacobus Heunis, government employee, of 59 New Street, Grahamstown	11/3/41	Thurs., 24/2/44, 10 a.m., Eastern Districts Local	Section 124 (2) (a). Final Account confirmed on 30/7/42.
C/15851	Herzel Gilenberg, a shop assistant, of 33 Third Street, Bezuidenhout Valley, Johannesburg	26/5/31	Mon., 14/2/44, 10 a.m., Witwatersrand Local	Section 108 (2) (a) of Act No. 32 of 1916. Account confirmed on 21/10/31.
C/19755	Dirk Hopende Meintjies, a builder, of Caroline Street 32, Brixton, Johannesburg	26/7/38	Tues., 15/2/44, 10 a.m., Witwatersrand Local	Account confirmed on 13/4/39.
C/15271	Morris Cowen, previously a diamond buyer, now unemployed, of Scholtz Street, Lichtenburg	11/12/30	Thurs., 17/2/44, 10 a.m., Transvaal Provincial	Under Section 124 (2), Act No. 46 of 1936 and account confirmed on 22/9/31.
C/478	John Pope Virgin, a mine secretary, c/o New Sarie Marais Colliery (Pty.), Ltd., Kendal	7/11/04	Thurs., 17/2/44, 10 a.m., Transvaal Provincial	Account confirmed on 4/12/05. Application made under Section 132 of Law No. 13 of 1895 (Transvaal) or alternatively under Section 108, sub-section 2 (a) of Act No. 32 of 1916, as amended.
C/16664	Amod Suliman Cajee, formerly a merchant, of Schweizer Reneke; presently of Schweizer Reneke	24/2/32	Thurs., 17/2/44, 10 a.m., Transvaal Provincial	Account confirmed on 5/10/32.

NATURALIZATION NOTICES.

Notice is hereby given by the undermentioned persons that they intend to apply to the Minister of the Interior, in terms of section *nineteen* (1) (*a*) of the British Nationality in the Union and Naturalization and Status of Aliens Act, 1926, for the Certificate of Naturalization under that Act.

KENNISGEWINGS VAN NATURALISASIE.

Kennis word hiermee gegee deur die ondervermelde persone dat hulle voornemens is om, ooreenkomstig artikel *negentien* (1) (*a*) van die Wet op Britse Nasionaliteit in die Unie en Naturalisasie en Status van Vreemdelinge, 1926, by die Minister van Binnelandse Sake aansoek te doen om 'n Sertifikaat van Naturalisasie kragtens daardie Wet.

Name. *Naam.*	Occupation. *Beroep.*	Residential Address. *Woonadres.*
Shura Canin.....	Shop Assistant—*Winkelbediende*.....	Hotel Majestic, Commissioner Street/-*straat*, Krugersdorp, Transvaal.
Leonhard Levin-Moses.....	Gardener/*Tuinier* (now on service, S.A.E.C., U.D.F./*nou op diens, S.A.G., S.A.V.M.*)	8 De Waal Court, De Waal Drive/-*weg*, Cape Town/*Kaapstad*, Cape/*Kaap.*
Oskar Tomasch.....	Firms Representative/*Handelsverteenwoordiger*.....	33 Manners Mansions, Joubert Street/-*straat*, Johannesburg, Transvaal.

VACANT DISTRICT AND ADDITIONAL DISTRICT SURGEONCIES.

Applications for the undermentioned district and additional district surgeoncies, accompanied by particulars as to date and country of birth, qualifications, experience and previous and present appointments of the applicants, and the earliest date on which they could assume duty, if appointed, should reach the Secretary for Public Health, P.O. Box 386, Pretoria, not later than the 12th January, 1944. Testimonials (copies) may be submitted, but the Minister of Public Health wishes it to be known that any candidate will be regarded as disqualified who directly or indirectly canvases for appointment.

The appointments are on a part-time basis, private practice not being precluded, and shall be for the period of the duration of the war, subject, however, to termination on three months' notice being given by either side. On the conclusion of hostilities applications will again be invited for these appointments.

Applicants should state whether they have a knowledge of both official languages, also whether they are competent to diagnose leprosy and venereal diseases and to use the modern intravenous and other therapeutic techniques in the treatment of venereal diseases.

Applicants should also state whether they have had any experience as a Medical Officer of Health or in any similar capacity. If more than one post is applied for, a reparate application should be submitted in respect of each.

Place.	Salary per Annum.	Drug Allowance per Annum.
	£	£
Cape.		
Klipdam (Barkly West), D.S.	250	25
Port Nolloth (Springbok), A.D.S.	750	—
Rhodes (Barkly East), A.D.S.	250	—
Ensikeni (Umzimkulu), A.D.S.	120	—
Napier (Bredasdorp), A.D.S.	50	—
De Doorns (Worcester), A.D.S.	90	—
Vosburg (Victoria West), D.S.	240	15
Barrydale (Swellendam), A.D.S.	150	—
Mount Fletcher, D.S.	300	20
Herschel, D.S.	330	15
Deben (Kuruman), A.D.S.	360	—
Jamestown, D.S.	180	10
Stutterheim, D.S.	260	20
Kuruman, D.S.	400	40
Transvaal.		
Delareyville (Lichtenburg), A.D.S.	225	—
*Blaauwberg (Pietersburg), A.D.S.	250	—
Hendrina (Middelburg), A.D.S.	150	—
†Leydsdorp (Tzaneen), D.S.	250	30
‡Amsterdam (Ermelo), D.S.	250	35
Orange Free State.		
Luckhoff (Fauresmith), A.D.S.	240	—
Hobhouse (Ladybrand), A.D.S.	240	—
Paul Roux (Senekal), A.D.S.	280	—
Rosendal (Ficksburg), A.D.S.	300	—
Petrus Steyn (Lindley), A.D.S.	150	—
Edenville (Kroonstad), A.D.S.	250	—
Deneysville (Heilbron), A.D.S.	240	—
Odendaalsrust (Hoopstad), A.D.S.	275	—
Marquard (Senekal), D.S.	190	20
Natal.		
Colenso (Estcourt), A.D.S.	100	—
Impendhle, D.S.	325	15
Ngotshe (Louwsburg), D.S.	400	15
Dundee, D.S.	386	40

* The Additional District Surgeon will also be required to act as Medical Officer to the Bochem Leper Institution, for which work he will receive a salary of £350 per annum.

† The Consolidated Murchison (Tvl.) Goldfields and Development Co., Ltd., has intimated its willingness to consider appointing the successful applicant as its Medical Officer at the salary of £50 per month, plus £10 Supplementary War Transport Allowance.

‡ The Village Council of Amsterdam has intimated its willingness to consider appointing the successful applicant as its Medical Officer of Health at the salary of £60 per annum.

The salaries in the case of the district surgeons cover all ordinary and routine services, but travelling allowance of 1s. per mile for all mileage travelled outside a radius of three miles from headquarters, night detention at 15s. and supplementary fees for certain other services will be payable; also fees for attendance at courts and inquests in accordance with the tariff of the Department of Justice.

The salaries in the case of the additional district surgeons are wholly inclusive and will cover all services rendered except special duties, but travelling allowance at 1s. per mile for mileage travelled outside a radius of 10 miles from headquarters will be payable—no payment being made for travelling within the 10 mile radius. Fees for attendance at courts and inquests, in accordance with the tariff of the Department of Justice, will, however, be payable.

Forms of application and copy of draft agreement will be furnished on application.

VAKANTE POSTE VIR DISTRIKS- EN ADDISIONELE DISTRIKSGENEESHERE.

Applikasies vir ondergenoemde poste van distriks- en addisionele distriksgeneeshere, met vermelding van datum en land van geboorte, kwalifikasies, ondervinding, vorige en teenswoordige betrekkings en, in geval van benoeming, die vroegste datum waarop diens aanvaar kan word, word ingewag deur die Sekretaris van Volksgesondheid, Posbus 386, Pretoria, en moet hom voor of op 12 Januarie 1944 bereik. Getuigskrifte (afskrifte) kan gestuur word, maar die Minister van Volksgesondheid wens dit goed te laat verstaan dat 'n kandidaat as gediskwalifiseer beskou sal word as hy regstreeks of onregstreeks invloed vir sy benoeming werf.

Die benoeming is vir die duur van die oorlog, is deeltyds en private praktyk word toegelaat; die aanstelling kan egter met wedersydse opsegging van drie maande beëindig word. By die beëindiging van vyandelikhede sal daar weer applikasies vir hierdie poste gevra word.

Applikante moet vermeld of hulle albei amptelike tale ken, asook of hulle melaatsheid en veneriese siektes kan diagnoseer, en die moderne binneaarse en ander geneeskundige metodes by die behandeling van veneriese siektes kan toepas.

Applikante moet ook meld of hulle ondervinding as mediese gesondheidsbeamptes of as bekleërs van soortgelyke poste gehad het. As om meer as een pos aansoek gedoen word, moet 'n afsonderlike aansoek ten opsigte van elkeen ingedien word.

Plek.	Salaris per jaar.	Toelae vir medisyne per jaar.
	£	£
Kaapland.		
Klipdam (Barkly-Wes), D.G.	250	25
Port Nolloth (Springbok), A.D.G.	750	—
Rhodes (Barkly-Oos), A.D.G.	250	—
Ensikeni (Umzimkulu), A.D.G.	120	—
Napier (Bredasdorp), A.D.G.	50	—
De Doorns (Worcester), A.D.G.	90	—
Vosburg (Victoria-Wes), D.G.	240	15
Barrydale (Swellendam), A.D.G.	150	—
Mount Fletcher, D.G.	300	20
Herschel, D.G.	330	15
Deben (Kuruman), A.D.G.	360	—
Jamestown, D.G.	180	10
Stutterheim, D.G.	260	20
Kuruman, D.G.	400	40
Transvaal.		
Delareyville (Lichtenburg), A.D.G.	225	—
*Blaauwberg (Pietersburg), A.D.G.	250	—
Hendrina (Middelburg), A.D.G.	150	—
†Leydsdorp (Tzaneen), D.G.	250	30
‡Amsterdam (Ermelo), D.G.	250	35
Oranje-Vrystaat.		
Luckhoff (Fauresmith), A.D.G.	240	—
Hobhouse (Ladybrand), A.D.G.	240	—
Paul Roux (Senekal), A.D.G.	280	—
Rosendal (Ficksburg), A.D.G.	300	—
Petrus Steyn (Lindley), A.D.G.	150	—
Edenville (Kroonstad), A.D.G.	250	—
Deneysville (Heilbron), A.D.G.	240	—
Odendaalsrust (Hoopstad), A.D.G.	275	—
Marquard (Senekal), D.G.	190	20
Natal.		
Colenso (Estcourt), A.D.G.	100	—
Impendhle, D.G.	325	15
Ngotshe (Louwsburg), D.G.	400	15
Dundee, D.G.	386	40

* Van die addisionele distriksgeneesheer sal ook verwag word om as geneeskundige beampte vir die Leprosegestig, Bochem, op te tree, waarvoor hy 'n salaris van £350 per jaar sal ontvang.

† Die „Consolidated Murchison (Tvl.) Goldfields and Development Co., Ltd.", het sy bereidwilligheid te kenne gegee om die aanstelling van die suksesvolle applikant as sy geneeskundige beampte te oorweeg teen 'n salaris van £50 per maand plus £10 aanvullende oorlogsvervoertoelae.

‡ Die Amsterdamse Dorpsraad het sy bereidwilligheid te kenne gegee om die aanstelling van die suksesvolle applikant as sy mediese gesondheidsbeampte te oorweeg teen 'n salaris van £60 per jaar.

In die geval van die distriksgeneeshere dek die salarisse alle gewone en roetinedienste, dog reistoelae teen 1s. per myl vir alle afstande afgelê buite 'n omtrek van drie myl vanaf die hoofkwartier, nagverblyf teen 15s. en bykomende vergoeding vir sekere ander dienste word betaal, asook vergoeding vir bywoning van hofsittings en ondersoeke, ooreenkomstig die tarief van die Departement van Justisie.

In die geval van die addisionele distriksgeneeshere sluit die salarisse alles in en dek dit alle dienste, behalwe spesiale werksaamhede, dog reistoelae teen 1s. per myl vir afstande afgelê buite 'n omtrek van 10 myl vanaf die hoofkwartier, word betaal; geen betaling geskied vir reise binne 'n omtrek van 10 myl nie. Gelde in verband met bywoning van hofsittings en ondersoeke is betaalbaar ooreenkomstig die tarief van die Departement van Justisie.

Aansoekvorms en kopieë van die konsepkontrakvorms word op aansoek verstrek. 17-94-31-7

Buy Union Loan Certificates

Koop Unie-leningsertifikate

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EXTRAORDINARY BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the General Post Office as a Newspaper.] [Geregistreer by die Hoofposkantoor as 'n Nuusblad.]

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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.

PROCLAMATION

BY HIS EXCELLENCY THE RIGHT HONOURABLE NICOLAAS JACOBUS DE WET, A MEMBER OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, OFFICER ADMINISTERING THE GOVERNMENT OF THE UNION OF SOUTH AFRICA.

✱ No. 276, 1943.]

Under the powers vested in me by section *one bis* of the War Measures Act, No. 13 of 1940, as inserted by section *one* of the War Measures (Amendment) Act No. 32 of 1940, I do hereby make the regulation set out in the Annexure to this Proclamation.

This Proclamation shall be called War Measure No. 114 of 1943.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Pretoria this Twenty-second day of December One thousand Nine hundred and Forty-three.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

J. C. SMUTS.

ANNEXURE.

The Schedule at the end of War Measure No. 146 of 1942 (published in *Gazette* No. 3130 dated 23rd December, 1942), is hereby amended by the addition to paragraph 5 thereof of the following new sub-paragraph, the existing paragraph becoming sub-paragraph (*a*):—

"(*b*) Dry batteries excluding batteries used in hearing aids), including materials from which such batteries are manufactured, other than materials included in any other paragraph of this Schedule."

PROKLAMASIE

VAN SY EKSELLENSIE DIE HOOGEDELAGBARE NICOLAAS JACOBUS DE WET, LID VAN DIE MEES EERVOLLE GEHEIME RAAD VAN SY MAJESTEIT, AMPTENAAR BELAS MET DIE UITOEFENING VAN DIE UITVOERENDE GESAG VAN DIE UNIE VAN SUID-AFRIKA.

✱ No. 276, 1943.]

Kragtens die bevoegdheid my verleen by artikel *een bis* van die Wet op Oorlogsmaatreëls, No. 13 van 1940, soos ingevoeg deur artikel *een* van die Oorlogsmaatreëls-wysigingswet, No 32 van 1940, vaardig ek hierby die regulasie uit wat in die Aanhangsel van hierdie Proklamasie vervat is.

Hierdie Proklamasie heet Oorlogsmaatreël No. 114 van 1943.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Pretoria, op hede die Twee-en-twintigste dag van Desember Eenduisend Negehonderd Drie-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

J. C. SMUTS.

AANHANGSEL.

Die Bylae aan die end van Oorlogsmaatreël No. 146 van 1942 (gepubliseer in *Staatskoerant* No. 3130 van 23 Desember 1942), word hierby gewysig deur onderstaande nuwe subparagraaf aan paragraaf 5 daarvan toe te voeg, terwyl die bestaande paragraaf subparagraaf (*a*) word:—

"(*b*) Droëbatterye (behalwe battcrye gebruik in gehoortoestelle) met inbegrip van materiale waarvan sodanige batterye vervaardig word, behalwe materiale in enige ander paragraaf van hierdie Bylae ingesluit."

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF THE PRIME MINISTER AND OF EXTERNAL AFFAIRS.

DIRECTOR-GENERAL OF SUPPLIES.

✱ No. 2393.] [31 December 1943.

CONTROL OF EXPORTS.

AMENDMENT TO GOVERNMENT NOTICE No. 1761 OF 28TH AUGUST, 1942.

Under the powers vested in me by regulation 27 of Proclamation No. 319 of 1942 (War Measure No. 146 of 1942), I, HENDRIK JOHANNES VAN DER BIJL, Director-General of Supplies, hereby amend Government Notice No. 1761 of the 28th August, 1942, as amended, by the withdrawal of the Annexure "A" thereto and the substitution therefor of the Annexure to this notice.

H. J. VAN DER BIJL,
Director-General of Supplies.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene informasie gepubliseer:—

DEPARTEMENT VAN DIE EERSTE MINISTER EN VAN BUITELANDSE SAKE.

DIREKTEUR-GENERAAL VAN VOORRADE.

✱ No. 2393.] [31 December 1943.

BEHEER VAN UITVOER.

WYSIGING VAN GOEWERMENTSKENNISGEWING No. 1761 VAN 28 AUGUSTUS 1942.

Kragtens die bevoegdheid my verleen by regulasie 27 van Proklamasie No. 319 van 1942 (Oorlogsmaatreël No. 146 van 1942), wysig ek, HENDRIK JOHANNES VAN DER BIJL, Direkteur-generaal van Voorrade, hierby Goewermentskennisgewing No. 1761 van 28 Augustus 1942, soos gewysig, deur Aanhangsel A daarvan te herroep en dit deur die Aanhangsel van hierdie kennisgewing te vervang.

H. J. VAN DER BIJL,
Direkteur-generaal van Voorrade.

C.I. 100X.

To be submitted in triplicate or quadruplicate (Note 1) direct *to the Commodity Controller concerned*, or, in the case of unscheduled commodities *to the Co-ordinator of Commodity Panels*. Applications to export used, personal and household effects, must be addressed to the Director-General of Supplies, Export Control Section, Room 443, Maritime House, Loveday Street, Johannesburg. Applications to export foodstuffs must be addressed to the Deputy-Controller of Food Supplies, Union Buildings, Pretoria.

APPLICATIONS FOR EXPORT PERMIT TO COVER THE EXPORT OF GOODS FROM THE UNION OF SOUTH AFRICA AND SOUTH WEST AFRICA.

I/We, the undersigned, hereby apply for a Permit to export from the Union of South Africa/the Mandated Territory of South West Africa, the goods detailed hereunder. I/We declare that to the best of my/our knowledge and belief, the information given herewith is in all respects true and correct.

Name and Full Address of Applicant: Name and Full Address of Consignee:

Firm's Reference Number. 474/17/____

Signature of Applicant Date

Proposed Time and Place of Export Marks and Numbers on Parcels or Packages

1. Number and Description of Packages.	2. Country of Manufacture or Production. If partially of Foreign Origin, state Percentage of South African Manufacture.	3. Description of Goods.	4. Quantity (Nett Weight, Gallonage, Number, etc., as case may be).	5. Price F.O.R. or F.O.B., at ____ £ s. d.	6. Maximum Price at which these Goods may be sold in Union. £ s. d.	7. Stock of Commodity held by Applicant or his Supplier at Date of Application.	8. Total Sales of Commodity during last six Months.	9. Total Exports of Commodity to particular Country or Territory during last six Months.	10. Total Exports of Commodity to particular Country or Territory during 1939.	11. For Customs House Use only. Number and Date of Customs Export-B/E.

NOTE.

1. A seperate application, which must be submitted in triplicate, or in quadruplicate, in respect of goods for shipment through the port of Lourenco Marques, is required in respect of each consignment.
2. Applications must be completed either *in typescript or in block capitals in ink.*
3. *Applications which contain alterations or erasures or which are not fully completed will not be considered.*
4. An application for an export permit may be refused without assignment of any reasons therefor.
5. A Certificate of Essentiality and/or Import Permit, if issued by the Government of the Country of destination must be forwarded with the application.
6. If the goods to be exported are not in stock but still have to be manufactured the application must be accompanied by a covering letter in which the applicant must state what materials are involved, whether such materials are available and the sources of supply.
7. A permanent reference number will be allocated to each Exporter at the time his first application is received. *This number must be quoted on all subsequent applications and relative correspondence.*
8. If an applicant for a permit supplies any false information in connection with his application, the Director-General of Supplies may refuse such application and any future applications made by the same applicant.
9. Exporters may enclose, with their applications, unstamped, addressed envelopes to be used for forwarding permits to them.
10. Telephonic or personal enquiries regarding applications will not be entertained.
11. If and when goods are to be exported to replace a consignment lost in transit, particulars sufficient to identify it, including numbers of covering permits, should be submitted in a statement attached to the application.
12. Applicants may have their own forms printed with the concurrence of the Government Printer, provided the particulars and lay-out conform with the official form.

C.I. 100X.

Moet in drievoud of in viervoud (Opmerking 1) regstreeks *aan die Kontroleur van die betrokke handelsartikel* voorgelê word, of in die geval van handelsartikels wat nie in 'n lys opgeneem is nie *aan die koördineerder van handelsartikellyste.* Aansoeke om gebruikte persoonlike en huishoudelike besittings uit te voer, moet aan die Direkteur-generaal van Voorrade, Uitvoerbeheerafdeling, Kamer 443, Maritime House, Lovedaystraat, Johannesburg, gerig word. Aansoeke om voedingsmiddele uit te voer, moet aan die Adjunk-kontroleur van Voedingsware, Uniegebou, Pretoria, gerig word.

AANSOEKE OM 'N UITVOERPERMIT TEN EINDE DIE UITVOER VAN GOEDERE VANAF DIE UNIE VAN SUID-AFRIKA EN SUIDWES-AFRIKA TE DEK.

Ek/ons, die ondergetekende(s) doen hierby aansoek om 'n permit vir die uitvoer uit die Unie van Suid-Afrika/die Mandaatgebied Suidwes-Afrika van ondervermelde goedere. Ek/ons verklaar dat na my/ons beste wete en oortuiging die inligting wat hiermee verstrek word in alle opsigte waar en juis is.

Naam en volledige adres van applikant Naam en volledige adres van geadresseerde

Verwysingsnommer van firma. 474/17/____

Handtekening van applikant Datum

Voorgestelde tyd en plek van uitvoer Onderskeidingsmerke en nommers op pakkette

1. Getal en beskrywing van pakkette.	2. Land waar vervaardig of geproduseer. Indien dit gedeeltelik van vreemde oorsprong is, moet die persentasie Suid-Afrikaanse fabrikasie aangegee word.	3. Beskrywing van goedere.	4. Hoeveelheid (Netto gewig, aantal gelling, getal, ens., na gelang van die geval).	5. Prys v.o.s. of v.a.b., te____ £ s. d.	6. Maksimum prys waarteen hierdie goedere in die Unie verkoop mag word. £ s. d.	7. Stand van die handelsartikel wat die applikant of sy leweransier op datum van aansoek hou.	8. Totale verkope van handelsartikel gedurende die laaste ses maande.	9. Totale uitvoer van handelsartikel na besondere land of gebied gedurende die laaste ses maande.	10. Totale uitvoer van handelsartikel na besondere land of gebied gedurende 1939.	11. Slegs vir gebruik van doeane-kantoor. Nommer en datum van doeane-uitvoer B./E.

OPMERKING.

1. 'n Afsonderlike aansoek wat in drievoud of in viervoud voorgelê moet word ten opsigte van goedere wat van die hawe Lourenco Marques verskeep sal word, word ten opsigte van elke besending verlang.
2. Aansoekvorms moet óf *in tikskrif óf in blokhoofletters in ink ingevul word.*
3. *Aansoekvorms waarop veranderings aangebring of waarop uitgevee is of wat nie volledig ingevul is nie sal nie in aanmerking geneem word nie.*
4. 'n Aansoek om 'n uitvoerpermit kan van die hand gewys word sonder dat enige redes daarvoor aangegee word.
5. 'n Aansoek moet van 'n noodsaaklikheidsertifikaat en/of invoerpermit indien uitgereik deur die Regering van die land van bestemming, vergesel wees.
6. As goedere wat uitgevoer moet word nie voorhande is nie maar nog vervaardig moet word, moet die aansoek vergesel wees van 'n begeleidende brief waarin die applikant moet verklaar watter materiaal beskikbaar is en die bron van toevoer.
7. 'n Permanente verwysingsnommer sal aan elke uitvoerder toegewys word wanneer sy eerste aansoek ontvang word. *Hierdie nommer moet op alle daaropvolgende aansoeke en desbetreffende korrespondensie aangehaal word.*
8. As 'n applikant om 'n permit onjuiste inligting in verband met sy aansoek verstrek, kan die Direkteur-generaal van Voorrade so'n aansoek en enige toekomstige aansoek wat deur dieselfde applikant gedoen word, weier.
9. Uitvoerders kan by hul aansoeke ongefrankeerde geadresseerde koeverte insluit waarin hul permitte aan hulle gestuur kan word.
10. Telefoniese of persoonlike navrae betreffende aansoeke sal nie beantwoord word nie.
11. Indien en wanneer goedere uitgevoer moet word om 'n besending te vervang wat onderweg verlore gegaan het, moet genoegsame besonderhede om dit te identifiseer met inbegrip van nommers van begeleidende permitte, gestuur word in 'n verklaring wat aan die aansoek geheg moet word.
12. Applikante kan hul eie vorms laat druk met medewerking van die Staatsdrukker mits die besonderhede en uiteensetting met die offisiële vorm ooreenkom.

DEPARTMENT OF FINANCE.

✱ No. 2391.] [31 December 1943.

WAR DAMAGE INSURANCE ACT, 1941.—AMENDMENT OF REGULATIONS.

It is hereby notified for general information that His Excellency the Officer Administering the Government, under the powers vested in him by section *nine* of the War Damage Insurance Act, 1941 (Act No. 21 of 1941), has been pleased to approve of the substitution of the following regulation

DEPARTEMENT VAN FINANSIES.

✱ No. 2391.] [31 Desember 1943.

OORLOGSKADE-VERSEKERINGSWET, 1941.—WYSIGING VAN REGULASIES.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bevoegdheid hom verleen by artikel *nege* van die Oorlogskade-versekeringswet, 1941 (Wet No. 21 van 1941), goed te keur

for regulation 10 published under Government Notice No. 960 of the 4th July, 1941, as amended:—

10. The insurance shall commence from the time of acceptance by an agent or his representative of a completed application on the prescribed form and the premium and shall continue in force until 4 p.m. on the corresponding date of the third succeeding month. It may be renewed for further periods of three months at a time by the payment of a renewal premium for which a renewal receipt shall be issued in the form prescribed in Appendix C. No period of grace for the payment of premiums or renewal premiums shall be allowed. If a renewal premium is not paid at or before the time when the insurance expires, the policy shall lapse and the insurance shall not be revived except by the issue of a new policy taking effect from the time of the premium payment, provided that if the requisite premium is paid within a period of seven days, reckoned from the time the insurance expired, the policy may be reinstated for a period of three months *with effect from the time of payment of the premium.* A reinstatement receipt in the form prescribed in Appendix D shall be issued in respect of such payment. The foregoing regulation will apply to all policies taken out or renewed on and after the 1st January, 1944.

✱ No. 2392.] [31 December 1943.

WAR DAMAGE INSURANCE ACT, 1941.
REDUCTION OF RATE OF PREMIUM.

With reference to Government Notice No. 1736 of the 17th September, 1943, it is hereby notified for general information that the Minister of Finance, under the powers vested in him by sub-section (2) of section *four* of the War Damage Insurance Act, 1941 (Act No. 21 of 1941), has reduced the rate of premium to be paid under a contract of insurance mentioned in sub-section (1) of section *four* of the Act from eight-pence per £100 of the sum insured per month to one shilling and six-pence per £100 of the sum insured per period of three months.

The reduction will apply to renewal premiums on existing policies from the date the policy expires in January, 1944, and to premiums on new policies taken out on and after the 1st January, 1944.

The premium rate of one shilling and six-pence per £100 prescribed by Government Notice No. 1805 of the 4th September, 1942, for the insuracne of imported goods from the time of landing, remains unchanged.

DEPARTMENT OF COMMERCE AND INDUSTRIES.

✱ No. 2394.] [31 December 1943.

PRICE CONTROL.

GLASS AND PLASTIC CONTAINERS.—DEPOSITS ON AND AMOUNTS PAYABLE ON SURRENDER OF.

In terms of regulation 8 of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, hereby throughout the Union prescribe that—

(1) the deposit fees chargeable in respect of glass and plastic containers by the various classes of persons specified in Government Notice No. 1433 of 6th August, 1943, issued by the Controller of Glassware and Household Requisites, shall be as specified in column 2 of the First Schedule hereto;

(2) the amounts refundable by such persons upon the return in usable condition of the said containers, upon which such deposit fees have been charged, shall be as specified in column 3 of the said Schedule;

(3) the amount which the seller of any goods, who receives from the purchaser of such goods a glass or plastic container like to that in which the goods are contained, shall pay to the said purchaser in respect of the said container shall be as specified in column 2 of the Second Schedule hereto;

(4) the provisions of paragraphs (1) and (2) hereof shall not apply to any container when sold as the container of any goods (other than wines and spirituous liquors) which have been manufactured and packed in the said container elsewhere than in the Union;

(5) for the purposes of this notice "Union" includes the Mandated Territory of South West Africa and the port and settlement of Walvis Bay; and

(6) Government Notice No. 1580 of 27th August, 1943 (Sales Subject to Surrender of Glass and Plastic Containers) and Government Notice No. 1581 of 27th August, 1943 (Deposit Fees on Glass and Plastic Containers) are hereby withdrawn.

NOTES.—(1) The provisions of paragraph (3) of this notice may be complied with by setting off the amount payable in respect of the surrendered container against the price of the goods sold and charging the balance.

(2) This notice respresents merely a consolidation of the withdrawn notices.

E. J. CREAN,
Price Controller.

dat regulasie 10 gepubliseer by Goewermentskennisgewing No. 960 van 4 Julie 1941, soos gewysig, deur onderstaande regulasie vervang word:—

10. Die versekering neem 'n aanvang vanaf die tydstip waarop 'n ingevulde aansoek op die voorgeskrewe vorm en die premie deur 'n agent of sy verteenwoordiger aangeneem word en bly van krag tot 4 nm. op die ooreenstemmende datum van die derde daaropvolgende maand. Dit kan vir verdere tydperke van drie maande op 'n keer hernu word deur betaling van 'n hernuwingspremie waarvoor 'n hernuwingskwitansie in die vorm voorgeskryf in Bylae C uitgereik word. Geen respyttydperk word vir die betaling van premies of hernuwingspremies toegestaan nie. Indien 'n hernuwingspremie nie voor of op die tydstip waarop die versekering verstryk, betaal word nie, verval die polis en word die versekering slegs deur die uitreiking van 'n nuwe polis herstel wat van krag word vanaf die tydstip waarop die premie betaal word, met dien verstande dat as die vereiste premie binne 'n tydperk van sewe dae, gereken vanaf die tydstip waarop die versekering verstryk het, betaal word, die polis vir 'n tydperk van drie maande herstel kan word *vanaf die tydstip waarop die premie betaal word.* 'n Herstellingskwitansie in die vorm in Bylae D voorgeskryf word ten aansien van sodanige betaling uitgereik.

Voorgaande regulasie is van toepassing op alle polisse wat op en na 1 Januarie 1944 uitgeneem of hernu word.

✱ No. 2392.] [31 Desember 1943.

OORLOGSKADE-VERSEKERINGSWET, 1941.
VERMINDERING VAN PREMIETARIEF.

Met verwysing na Goewermentskennisgewing No. 1736 van 17 September 1943, word hierby vir algemene informasie bekendgemaak dat die Minister van Finansies, kragtens die bevoegdheid hom verleen by subartikel (2) van artikel *vier* van die Oorlogskade-verskeringswet, 1941 (Wet No. 21 van 1941), die premietarief wat ingevolge 'n versekeringskontrak waarna in subartikel (1) van artikel *vier* van die Wet verwys word, betaal moet word, van agt pennies per £100 van die versekerde bedrag per maand tot een sjieling en ses pennies per £100 van die versekerde bedrag per tydperk van drie maande verminder het.

Die vermindering sal van toepassing wees op hernuwingspremies op bestaande polisse vanaf die datum waarop die polis in Januarie 1944 verstryk, asook op premies op nuwe polisse wat op en na 1 Januarie 1944, uitgeneem word.

Die premietarief van een sjieling en ses pennies per £100 wat by Goewermentskennisgewing No. 1805 van 4 September 1942, vir die versekering van ingevoerde goed vanaf die tydstip waarop dit geland word, voorgeskryf is, bly onveranderd.

DEPARTEMENT VAN HANDEL EN NYWERHEID.

✱ No. 2394.] [31 Desember 1943.

PRYSBEHEER.

GLAS- EN PLASTIESE HOUERS—DEPOSITO'S OP EN BEDRAE BETAALBAAR BY DIE OORHANDIGING VAN.

Kragtens regulasie 8 van Oorlogsmaatreël No. 95 van 1943 bepaal ek, EDWARD JAMES CREAN, Pryskontroleur, hierby vir die hele Unie as volg:—

(1) die deposito's wat deur die verskillende klasse persone vermeld in Goewermentskennisgewing No. 1433 van 6 Augustus 1943, uitgevaardig deur die Kontroleur van Glasware en Huishoudelike Benodigdhede, ten aansien van glas- en plastiese houers gevra mag word is dié wat in kolom 2 van die Eerste Bylae hiervan aangegee word;

(2) die bedrae terugbetaalbaar deur sodanige persone wanneer vermelde houers waarvoor sulke deposito's gevra is in bruikbare toestand terugbesorg word is dié wat in kolom 3 van vermelde Bylae aangegee word;

(3) die bedrag wat die verkoper van goedere wat van die koper van sodanige goedere 'n glas- of plastiese houer ontvang soos dié waarin die goedere vervat is, aan vermelde koper ten aansien van vermelde houer moet betaal, is dié wat in kolom 2 van die Tweede Bylae hiervan aangegee word;

(4) die bepalings van paragrawe (1) en (2) hiervan is nie van toepassing op 'n houer wanneer dit verkoop word as die houer van goedere (behalwe wyn en sterk drank) wat elders as in die Unie vervaardig en in genoemde houer verpak is nie;

(5) vir doeleindes van hierdie kennisgewing sluit "Unie" die mandaatgebied Suidwes-Afrika en die hawe

(6) Goewermentskennisgewing No. 1580 van 27 Augustus 1943 (Verkope onderworpe aan die oorhandiging van Glas- en Plastiese Houers) en Goewermentskennisgewing No. 1581 van 27 Augustus 1943 (Deposito's op Glas- en Plastiese houers) word hierby herroep.

en Plastiese houers) word hierby herroep.

OPMERKINGS.—(1) Aan die bepalings van paragraaf (3) van hierdie kennisgewing kan voldoen word deur die bedrag betaalbaar ten aansien van die oorhandigde houer van die prys van die verkoopte goedere af te trek en die balans te vorder.

(2) Hierdie kennisgewing is slegs 'n konsolidasie van die kennisgewings wat herroep is.

E. J. CREAN,
Pryskontroleur.

FIRST SCHEDULE.

DEPOSIT FEES AND AMOUNTS REFUNDABLE.

Column 1. *Capacity of Container.*	*Column 2.* *Deposit Fee per Container.*	*Column 3.* *Amount Refundable per Container.*
	s. d.	s. d.
1. Beer, ale or stout bottles :—		
(1) Reputed quart, with screw stopper	0 4½	0 4½*
(2) Reputed pint, with screw stopper	0 3½	0 3½*
(3) Reputed quart, other	0 3	0 3
(4) Reputed pint, other	0 2	0 2
2. Aerated or mineral water containers :—		
(1) Bottle, any size	0 2	0 2
(2) Syphon	1 0	1 0
(3) Jar (1 gallon or over)	3 6	3 6
3. Milk bottles :—		
(1) Quart	0 8	0 8
(2) Pint	0 6	0 6
(3) Half-pint	0 4	0 4
4. Other containers :—		
(1) "Imperial" quart	0 4	0 7
(2) Reputed quart—		
(*a*) "Champagne" type	0 6	0 8
(*b*) Other and 2-lb. jar	0 3	0 5
(3) Less than reputed quart, but not less than 10 oz. and jar less than 2 lb., but not less than 1 lb.	0 2	0 3½
(4) Less than 10 oz., but not less than 4 oz. and jar less than 1 lb., but not less than 4 oz.	0 1	0 2

* Less 1½d. if returned without screw stopper.

SECOND SCHEDULE.

AMOUNTS PAYABLE ON SURRENDER OF GLASS AND PLASTIC CONTAINERS.

Column 1.	*Column 2.* *Amount Payable against surrender of Container.*
Glass or plastic container of capacity of—	
1. "Imperial" quart	3d.
2. "Champagne" bottle (reputed quart)	3d.
3. Reputed quart or 2 lb. jar	2d.
4. Less than reputed quart, but not less than 10 oz. or jar less than 2 lb., but not less than 1 lb.	1½d.
5. Less than 10 oz., but not less than 4 oz. or jar less than 1 lb., but not less than 4 oz.	1d.

✱ No. 2395.] [31 December 1943.

PRICE CONTROL.

MAXIMUM PRICES OF FERTILIZERS.

In terms of regulation 3 of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, hereby amend Government Notice No. 182 of 29th January, 1943 (Maximum Prices of Fertilizers) by the withdrawal of the First Schedule thereto as substituted by Government Notice No. 1529 of 20th August, 1943, and the substitution therefor of the following new First Schedule:—

FIRST SCHEDULE.

Type of Fertilizer.	*Maximum Price per 2,000 lb. (bagged).*
	£ s. d.
Superphosphate, 15.1 per cent. ...	£5 9 0
Superphosphate, 19 per cent. ...	6 17 0
Phosphate rock and Superphosphate mixture	5 9 0
Nitrate of Soda	16 0 0
Muriate of Potash	21 11 6

E. J. CREAN,
Price Controller.

✱ No. 2396.] [31 December 1943.

PRICE CONTROL.

DISPLAY OF PRICES.

In terms of regulation 9 (*a*) of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, do hereby, throughout the Union, prescribe that—

(1) from and after 1st February, 1944, every retail dealer who exposes any goods for sale shall mark in clearly legible figures of not less than one-eighth inch in height on such goods or on the container (if any) in which they are displayed for sale or on a price ticket or tag securely attached to such goods or such container or on a price placard which shall be kept displayed on or in immediate proximity to such goods or such container, the price at which he is prepared to sell such goods;

(2) no dealer who, in respect of any goods, displays in terms of any other notice the maximum price at which he is entitled to sell such goods, shall be obliged in respect of such goods to comply with the provisions of paragraph (1) hereof;

(3) for the purposes of this notice—

"retail dealer" means any person, whether or not he is licensed to sell goods, who either ordinarily sells goods to persons who are not dealers or sells the same goods at different prices depending upon whether he sells them to a dealer or a person who is not a dealer; and

"Union" excludes the Mandated Territory of South West Africa and the port and settlement of Walvis Bay.

EERSTE BYLAE.

DEPOSITO'S EN BEDRAE TERUGBETAALBAAR.

Kolom 1. *Inhoudsmaat van houer.*	*Kolom 2.* *Deposito per houer.*	*Kolom 3.* *Bedrag terugbetaalbaar per houer.*
	s. d.	s. d.
1. Bier-, ale- of stoutbottels :—		
(1) Beweerde kwartgellingbottel met skroefprop	0 4½	0 4½*
(2) Beweerde pintbottel met skroefprop	0 3½	0 3½*
(3) Beweerde kwartgelling bottel, ander	0 3	0 3
(4) Beweerde pintbottel, ander	0 2	0 2
2. Spuit- of mineraalwaterhouers :—		
(1) Bottel, enige grootte	0 2	0 2
(2) Spuitwaterbottel	1 0	1 0
(3) Fles (1 gelling of meer)	3 6	3 6
3. Melkbottels :—		
(1) Kwartgelling	0 8	0 8
(2) Pint	0 6	0 6
(3) Halfpint	0 4	0 4
4. Ander houers :—		
(1) „ Imperiale" kwartgelling	0 4	0 7
(2) Beweerde kwartgelling—		
(*a*) „ Champagne"-tipe	0 6	0 8
(*b*) Ander, en 2 lb.-fles	0 3	0 5
(3) Minder as beweerde kwartgelling maar minstens 10 ons en fles van minder as 2 lb. maar van minstens 1 lb	0 2	0 3½
(4) Minder as 10 ons maar minstens 4 ons en fles van minder as 1 lb. maar van minstens 4 ons	0 1	0 2

* Min 1½d. as die bottel sonder die skroefprop teruggebring word.

TWEEDE BYLAE.

BEDRAE BETAALBAAR BY OORHANDIGING VAN GLAS- EN PLASTIESE HOUERS.

Kolom 1.	*Kolom 2.* *Bedrag betaalbaar by oorhandiging van houer.*
Glas- of plastiese houer met inhoudsmaat van—	
1. „ Imperiale" kwartgelling	3d.
2. „ Champagne"-bottel (beweerde kwartgelling)	3d.
3. Beweerde kwartgelling of 2 lb.-fles	2d.
4. Minder as beweerde kwartgelling maar minstens 10 ons of fles van minder as 2 lb. maar van minstens 1 lb	1½d.
5. Minder as 10 ons maar minstens 4 ons of fles van minder as 1 lb. maar van minstens 4 ons	1d.

✱ No. 2395.] [31 Desember 1943.

PRYSBEHEER.

MAKSIMUM PRYSE VAN KUNSMIS.

Kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943 wysig ek, EDWARD JAMES CREAN, Pryskontroleur, hierby Goewermentskennisgewing No. 182 van 29 Januarie 1943 (Maksimum Pryse van Kunsmis) deur die Eerste Bylae daarvan soos vervang deur Goewermentskennisgewing No. 1529 van 20 Augustus 1943 te skrap en dit deur die volgende nuwe Eerste Bylae te vervang:—

EERSTE BYLAE.

Soort kunsmis.	*Maksimum prys per 2,000 lb. (in sakke).*
	£ s. d.
Superfosfaat, 15.1 persent	£5 9 0
Superfosfaat, 19 persent	6 17 0
Fosfaatrots en Superfosfaatmengsel	5 9 0
Natriumnitraat	16 0 0
Kaliumchloried	21 11 6

E. J. CREAN,
Pryskontroleu

✱ No. 2396.] [31 Desember 1943.

PRYSBEHEER.

VERTONING VAN PRYSE.

Ek, EDWARD JAMES CREAN, Pryskontroleur, handelende kragtens regulasie 9 (*a*) van Oorlogsmaatreël No. 95 van 1943, bepaal hierby vir die hele Unie as volg:—

(1) Elke kleinhandelaar wat goedere te koop vertoon, moet met ingang van 1 Februarie 1944 die prys waarteen hy bereid is om dit te verkoop in duidelik leesbare syfers van minstens 'n agste duim hoog vertoon òf op sodanige goedere of op die houer (indien daar een is) waarin dit te koop vertoon word, òf op 'n prysetiket of pryskaartjie wat behoorlik aan sodanige goedere of sodanige houer bevestig moet wees, òf op 'n prysplakaat wat op of in die onmiddellike nabyheid van die goedere of die houer vertoon moet word;

(2) geen handelaar wat ooreenkomstig 'n ander kennisgewing die maksimum prys vertoon waarteen hy geregtig is om sekere goedere te verkoop, is verplig om ten opsigte van sodanige goedere aan die bepalings van paragraaf (1) hiervan te voldoen nie;

(3) vir doeleindes van hierdie kennisgewing beteken—

„ kleinhandelaar" enigeen, of hy gelisensieerd is om goedere te verkoop of nie, wat òf gewoonlik goedere aan persone wat nie handelaars is nie verkoop òf dieselfde goedere teen verskillende pryse verkoop na gelang hy dit aan 'n handelaar of iemand wat nie 'n handelaar is nie verkoop; en sluit

„ Unie" nie die mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai in nie;

(4) Government Notice No. 1695 of 10th September, 1943, (Display of Maximum Prices of Watches) and No. 2345 of 24th December, 1943 (Display of Prices) are hereby withdrawn.

E. J. CREAN,
Price Controller.

NOTES.—(1) Attention is drawn to regulation 17 (*f*) of War Measure No. 95 of 1943, in terms whereof it is an offence to fail to comply with the provisions of this notice and any offender is liable on conviction to a fine not exceeding £200 and/or imprisonment for a period not exceeding one year.

(2) "The price at which a dealer is *prepared to sell*" any goods (which price he is now obliged to display) may not exceed the *maximum price* at which it is permissible under regulation 3, 5 or 6 (whichever is applicable) of War Measure No. 95 of 1943, for him to sell such goods, and attention is drawn to the definition of "sell" contained in regulation 18 of the said War Measure whereunder "sell" includes, *inter alia*, "expose, display or advertise for sale". It follows that any dealer, who displays a price in excess of his maximum permissible price in terms of regulation 3, 5 or 6 (whichever may be applicable), contravenes the provisions of regulation 3, 5 or 6 (as the case may be) and in terms of regulation 17 (*l*) of the said War Measure is liable on conviction to a fine not exceeding £500 and/or imprisonment for a period not exceeding two years.

(3) The provisions of this notice must be observed not only by shopkeepers but also by all itinerant dealers and hawkers whether or not they are licensed.

(4) Any dealer who uses on a price placard the figures provided on an ordinary typewriter will be regarded as having complied with the requirement of using figures of not less than one-eighth inch in height.

✱ No. 2397.] [31 December 1943.

PRICE CONTROL.

MAXIMUM PRICES OF LUCERNE HAY AND TEFF HAY.

In terms of regulation 3 of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, do hereby throughout the Union (excluding the Mandated Territory of South West Africa and the port and settlement of Walvis Bay)—

(1) fix *seven shilling and six pence* per 100 lb. and *six shillings* per 200 lb., respectively, as the maximum prices at which lucerne hay, dried and baled, and teff hay, dried and baled, may be sold by any person, other than the producer thereof, to any other person, such prices to include and cover all charges connected with the acquisition storage, handling and sale of the lucerne hay or teff hay, as the case may be, other than delivery from the seller to the purchaser;

(2) withdraw Government Notice No. 1117 of 17th July, 1942 (Maximum Prices of Lucerne, Teff and Lucerne Meal).

E. J. CREAN,
Price Controller.

NOTE.—It will be observed that while the withdrawn notice provided for a maximum price for lucerne meal, no such provision is contained in the new notice.

✱ No. 2398.] [31 December 1943.

PRICE CONTROL.

MAXIMUM PRICES OF MALT AND SPIRITUOUS LIQUORS AND WINES.

In terms of regulation 3 of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, hereby throughout the Union:—

(1) Prohibit any person from increasing the price charged by him for any liquor sold by him above the price ordinarily charged by him for any like liquor during the month of October, 1943, provided that in no case shall the price chargeable in terms hereof exceed the price which the seller was permitted in terms of the notices specified in paragraph (5) hereof to charge for the said liquor during the said month;

(2) fix as the maximum price at which any person may sell any liquor to any other person if the seller did not sell such liquor during the month of October, 1943, the price at which like liquor was ordinarily sold during the said month at the same place by other sellers at premises like to those of the seller;

(3) direct that every retail seller of liquor shall, under the heading "Maximum Prices of Liquor at this Establishment", display in clearly legible form:—

(*a*) In the case of a person who sells liquor for consumption off the premises, by means of a placard exhibited in his shop or store at a place which is prominent and easily accessible to the public; and

(*b*) in the case of a person who sells liquor for consumption on the premises, by means either of a placard exhibited in each portion of the said premises at a place which is prominent and easily accessible to the public, or of printed or typewritten price lists readily available to any consumer of liquor in any portion of the said

(4) Goewermentskennisgewing No. 1695 van 10 September 1943 (vertoning van maksimum pryse van horlosies) en No. 2345 van 24 Desember 1943 (vertoning van pryse) word hierby herroep.

E. J. CREAN,
Pryskontroleur.

OPMERKINGS.

(1) Die aandag word gevestig op regulasie 17 (*f*) van Oorlogsmaatreël No. 95 van 1943 ingevolge waarvan dit 'n oortreding is om in gebreke te bly om aan die bepalings van hierdie kennisgewing te voldoen en 'n oortreder by skuldigbevinding strafbaar is met 'n boete van hoogstens £200 en/of gevangenisstraf vir 'n tydperk van hoogstens een jaar.

(2) „Die prys waarteen 'n handelaar *bereid is om goedere te verkoop*" (die prys wat hy nou verplig is om te vertoon) mag nie die maksimum prys waarteen hy sulke goedere kragtens regulasie 3, 5 of 6 (watter ook al van toepassing is) van Oorlogsmaatreël No. 95 van 1943 kan verkoop, te bowe gaan nie, en die aandag word gevestig op die omskrywing van „verkoop" in regulasie 18 van vermelde Oorlogsmaatreël vervat, waarvolgens „verkoop" onder ander „uit te stal of te adverteer vir verkoop" insluit. Hieruit volg dat 'n handelaar wat 'n hoer prys vertoon as die maksimum veroorloofde prys kragtens regulasie 3, 5 of 6 (watter ook al van toepassing is), die bepalings van regulasie 3, 5 of 6 (al na die geval) oortree, en volgens regulasie 17 (*l*) van vermelde Oorlogsmaatreël by skuldigbevinding strafbaar is met 'n boete van hoogstens £500 en/of gevangenisstraf vir 'n tydperk van hoogstens twee jaar.

(3) Die bepalings van hierdie kennisgewing moet nie alleen deur winkeliers nie maar ook deur alle rondreisende handelaars en smouse, of hulle gelisensieerd is of nie, nagekom word.

(4) As 'n handelaar op 'n prysplakaat die syfers gebruik waarmee 'n gewone tikmasjien voorsien is, word beskou dat hy voldoen het aan die vereiste dat syfers van minstens 'n agste duim hoog gebruik moet word.

✱ No. 2397.] [31 Desember 1943.

PRYSBEHEER.

MAKSIMUM PRYSE VAN LUSERNHOOI EN TEFHOOI.

Ek, EDWARD JAMES CREAN, Pryskontroleur, handelende kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, bepaal hierby vir die hele Unie (met uitsondering van die Mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai) as volg:—

(1) Die maksimum pryse waarteen lusernhooi, droog en gebaal, en tefhooi, droog en gebaal, deur enigeen, behalwe die produseerder daarvan, aan iemand anders verkoop mag word, is onderskeidelik *sewe sjielings en ses pennies* per 100 lb., en *ses sjielings* per 200 lb., hierdie pryse sluit in en dek alle koste verbonde aan die verkryging, opberging, *hantering en verkoop van lusernhooi of tefhooi*, na gelang van die geval, behalwe lewering vanaf die verkoper na die koper.

(2) Goewermentskennisgewing No. 1117 van 17 Julie 1942 (Maksimum Pryse van Lusernhooi, Tefhooi en Lusernmeel) word hierby herroep.

E. J. CREAN,
Pryskontroleur.

LET WEL.—Dit sal opgemerk word dat alhoewel die kennisgewing wat herroep word voorsiening maak vir 'n maksimum prys vir lusernmeel, die nuwe kennisgewing geen voorsiening daarvoor maak nie.

✱ No. 2398.] [31 Desember 1943.

PRYSBEHEER.

MAKSIMUM PRYSE VAN MOUT, SPIRITUALIEË EN WYN.

Ek, EDWARD JAMES CREAN, Pryskontroleur, handelende kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, bepaal hierby vir die hele Unie as volg:—

(1) Iedereen word verbied om die prys deur hom gevra vir drank deur hom verkoop te verhoog bo die prys gewoonlik deur hom vir dié drank gedurende die maand Oktober 1943 gevra, met dien verstande dat die prys wat hiervooreenkomstig gevra mag word in geen geval verhoog word bo die prys wat die verkoper kragtens die kennisgewings in paragraaf (5) hiervan vermeld vir voormelde drank gedurende voormelde maand mag gevra het nie, verhoog word nie;

(2) die maksimum prys waarteen iemand drank aan iemand anders mag verkoop, ingeval die verkoper nie van dié drank gedurende die maand Oktober 1943 verkoop het nie, word vasgestel as die prys waarteen dié drank gedurende voormelde maand op dieselfde plek deur ander verkopers op persele gelyk aan dié van die verkoper, gewoonlik verkoop is;

(3) elke kleinhandelaar wat drank verkoop, moet onder die opskrif „Maksimum pryse van drank by hierdie Handelshuis" die maksimum pryse wat hy kragtens hierdie kennisgewing vir drank deur hom verkoop, mag vra, duidelik leesbaar vertoon, en wel as volg:—

(*a*) In die geval van iemand wat drank vir verbruik buite die perseel verkoop: deur middel van 'n plakkaat in sy winkel op 'n plek wat vir die publiek goed sigbaar en maklik toeganklik is; en

(*b*) in die geval van iemand wat drank vir verbruik op die perseel verkoop: òf deur middel van 'n plakkaat in elke deel van die gebou op 'n plek wat vir die publiek goed sigbaar en maklik toeganklik is, òf deur middel van gedrukte of getikte pryslyste wat dadelik tot

premises the maximum which in terms of this notice he is permitted to charge for liquor sold by him;

(4) prescribe that for the purposes of this notice "liquor" means any wine or malt or spirituous liquor produced in the Union, and "Union" excludes the Mandated Territory of South West Africa and the port and settlement of Walvis Bay; and

(5) withdraw Government Notices Nos. 685 of 17th April, 1942 (Maximum Prices of Malt Liquors), and No. 2578 of 11th December, 1942 (Freezing of Prices of South African Liquors) as amended by Government Notices No. 405 of 26th February and No. 543 of 19th March, 1943.

NOTES.—(1) Except in respect of the requirement regarding the display of prices—to which the attention of all holders of retail liquors licences is specially invited—this notice represents a consolidation of the notices quoted in paragraph (5).

(2) The attention of all bottle storekeepers' and licensed victuallers' associations is invited to the provisions of sub-regulation (1) of regulation 7 of War Measure No. 95 of 1943, which reads as follows:—

"No association or group of persons who in the course of their individual businesses sell any goods or render any services shall, without the prior approval of the Controller, establish a uniform price or uniform prices for observance by the members of such association or any other person in respect of the supply of such goods or the rendering of such services."

E. J. CREAN,
Price Controller.

✱ No. 2399.] [31 December 1943.

PRICE CONTROL.

MAXIMUM PRICES OF KNITTING WOOLS.

In terms of regulation 3 of War Measure No. 95 of 1943, I, EDWARD JAMES CREAN, Price Controller, do hereby throughout the Union—

(1) fix as the maximum price at which any knitting wool may be sold by the importer thereof to any other dealer the cost of such knitting wool plus 22½ per cent. of such cost or 9½d. per oz. whichever is the lesser;

(2) fix as the maximum price at which any knitting wool may be sold by a dealer who is not the importer thereof to any person other than a dealer the cost of such knitting wool plus 25 per cent. of such cost or 1s. per oz. whichever is the lesser;

(3) fix as the maximum price at which any knitting wool may be sold by the importer thereof to any person other than a dealer the cost of such knitting wool plus 50 per cent of such cost or 1s. per oz. whichever is the lesser;

(4) direct that for the purposes of this notice—

"Union" excludes the Mandated Territory of South West Africa and the port and settlement of Walvis Bay;

"cost" means to the seller as determined in accordance with Government Notice No. 1687 of 10th September, 1943 (Determination of Costs) or Government Notice No. 1688 of 10th September, 1943 (Averaging of Costs) or any amendment thereto; any person who, in terms of paragraph (2) of the Schedule to Government Notice No. 1687 of 10th September, 1943, is deemed to be the importer of any wool shall for the purposes of this notice be deemed to be the importer of such wool; and

(5) withdraw Government Notice No. 1401 of 30th July, 1943 (Maximum Prices of Knitting Wools).

NOTE.—The provisions of this notice do *not* supersede those of any other notices in which maximum prices are fixed for specified brands of knitting wools.

E. J. CREAN,
Price Controller.

DEPARTMENT OF AGRICULTURE AND FORESTRY.

No. 2333.] [24 December 1943.

PROHIBITION ON THE USE OF EGGS AND EGG PRODUCTS.

Under the powers vested in me by regulation 5 of the regulations contained in the Annexure to War Measure No. 22 of 1942 (Proclamation No. 55 of 1942), I, WILLIAM RICHARD COLLINS, Minister of Agriculture and Forestry, acting in the capacity of Controller of Food Supplies, do hereby prohibit—

(*a*) every person from using eggs or egg products for the manufacture for sale of any drink of which alcoholic liquor is an ingredient, except under the authority of a permit issued by a person acting on my behalf;

(*b*) every baker or confectioner from using during any calendar month eggs and egg products in excess of three-fourths of the quantity of eggs and egg products used by him during the corresponding month in 1943.

This prohibition shall come into force from the first day of January, 1944.

W. R. COLLINS,
Controller of Food Supplies.

beskikking is van enige verbruiker van drank in enige deel van voormelde gebou;

(4) vir die toepassing van hierdie kennisgewing beteken „drank" enige soort wyn of mout of spiritualieë in die Unie vervaardig en sluit „Unie" nie die Mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai in nie;

(5) Goewermentskennisgewings Nos. 685 van 17 April 1942 (Maksimum Pryse van Moutdrank) en 2578 van 11 Desember 1942 (Bevriesing van Pryse van Suid-Afrikaanse Sterkdrank), soos gewysig by Goewermentskennisgewings Nos. 405 van 26 Februarie en No. 543 van 19 Maart 1943, word hierby herroep.

OPMERKINGS.—(1) Behalwe met betrekking tot die vereiste betreffende die vertoon van pryse—waarby die aandag van alle kleinhandel-dranklisensiehouers spesiaal bepaal word—is hierdie kennisgewing 'n konsolidasie van die kennisgewings in paragraaf (5) genoem.

(2) Die aandag van drankwinkeliers en die verenigings van handelaars in sterkdrank word by die bepalings van sub-regulasie (1) van regulasie 7 van Oorlogsmaatreël No. 95 van 1943, wat as volg lui, bepaal:—

„Geen vereniging of groep van persone wat in die loop van hul indiwiduele besighede goedere verkoop of werk verrig, mag sonder voorafgaande goedkeuring van die Kontroleur 'n eenvormige prys of eenvormige pryse of 'n eenvormige bedrag of eenvormige bedrae vasstel wat die lede van so'n vereniging of iemand anders onderskeidelik ten opsigte van die verskaffing van die betrokke goedere of die verrigting van die betrokke werk mag vra nie."

E. J. CREAN,
Pryskontroleur.

✱ No. 2399.] [31 Desember 1943.

PRYSBEHEER.

MAKSIMUM PRYSE VAN BREIWOL.

Ek, EDWARD JAMES CREAN, Pryskontroleur, handelende kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, bepaal hierby vir die hele Unie as volg:—

(1) Die maksimum prys waarteen breiwol deur die invoerder daarvan aan 'n ander handelaar verkoop mag word, is die kosprys van sodanige breiwol plus 22½ persent van sodanige kosprys of 9½d. per ons watter ook al die laagste is;

(2) die maksimum prys waarteen breiwol deur 'n handelaar wat nie die invoerder daarvan is nie aan iemand anders as 'n handelaar verkoop mag word, is die kosprys van sodanige breiwol plus 25 persent van sodanige kosprys of 1s. per ons watter ook al die laagste is;

(3) die maksimum prys waarteen breiwol deur die invoerder daarvan aan iemand anders as 'n handelaar verkoop mag word, is die kosprys van sodanige breiwol plus 50 persent van sodanige kosprys of 1s. per ons watter ook al die laagste is;

(4) vir doeleindes van hierdie kennisgewing—

sluit „Unie" nie die mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai in nie;

„kosprys", beteken die kosprys vir die verkoper soos bepaal ooreenkomstig Goewermentskennisgewing No. 1687 van 10 September 1943 (Vasstelling van Kospryse) of Goewermentskennisgewing No. 1688 van 10 September 1943 (Berekening van gemiddelde van koste) of enige wysiging daarvan;

enigeen wat ooreenkomstig paragraaf (2) van die Bylae van Goewermentskennisgewing No. 1687 van 10 September 1943 as die invoerder van enige wol beskou word, word vir doeleindes van hierdie kennisgewing as die invoerder van sodanige wol beskou; en

(5) Goewermentskennisgewing No. 1401 van 30 Julie 1943 (Maksimum pryse van Breiwol) word hierby herroep.

OPMERKING.—Die bepalings van hierdie kennisgewing *vervang nie* dié van ander kennisgewings waarin maksimum pryse vir gespesifiseerde soorte breiwol vasgestel is nie.

E. J. CREAN,
Pryskontroleur.

DEPARTEMENT VAN LANDBOU EN BOSBOU.

No. 2333.] [24 Desember 1943.

VERBOD OP DIE GEBRUIK VAN EIERS EN EIERPRODUKTE.

Kragtens die bevoegdheid my verleen deur regulasie 5 van die regulasies vervat in die Aanhangsel van Oorlogsmaatreël No. 22 van 1942 (Proklamasie No. 55 van 1942), verbied ek, WILLIAM RICHARD COLLINS, Minister van Landbou en Bosbou, handelende in die hoedanigheid van Kontroleur van Voedingsware, hierby—

(*a*) elke persoon om eiers of eierprodukte te gebruik vir die vervaardiging vir verkoop van enige drank waarvan alkoholiese drank 'n bestanddeel is, behalwe op gesag van 'n permit uitgereik deur iemand wat namens my optree;

(*b*) elke bakker of banketbakker om gedurende enige kalendermaand meer eiers en eierprodukte te gebruik as driekwart van die hoeveelheid eiers en eierprodukte wat hy gedurende die ooreenstemmende maand in 1943 gebruik het.

Hierdie verbod tree in werking op die eerste dag van Januarie 1944.

W. R. COLLINS,
Kontroleur van Voedingsware.

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