

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA **PLEASE RETURN**
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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.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LABOUR.

* No. 966.] 120 April 1951.
 INDUSTRIAL CONCILIATION ACT, 1937.

LEATHER INDUSTRY, UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, 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 Tanning Section of the Leather Industry, shall be binding from the second Monday after date of publication of this notice and for the period ending the 31st December, 1951, upon the employers' organisation and trade unions which entered into the said Agreement and upon the employers and employees who are members of that organisation or those unions;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in sections 1, 2 (b), 4 to 18 (inclusive) and 20 to 22 (inclusive), of the said Agreement, shall be binding from the second Monday after date of publication of this notice, and for the period ending the 31st December, 1951, upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) and Bloemfontein; 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, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) and Bloemfontein, and from the second Monday after date of publication of this notice and for the period ending the 31st December, 1951, the provisions contained in sections 1, 2 (b), 4 to 18 (inclusive) and 20 to 22 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
 Minister of Labour.

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 966.] 120 April 1951.
 NYWERHEID-VERSOENINGSWET, 1937.

LEERNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en op die Leerlooi-afdeling van die Leer-nywerheid betrekking het vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 31 Desember 1951, bindend is op die werkgewersorganisasie en vakverenigings wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie verenigings;
- (b) kragtens subartikel (2) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in artikels 1, 2 (b), 4 tot en met 18 en 20 tot en met 22 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 31 Desember 1951, bindend is op die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in artikels 1, 2 (b), 4 tot en met 18 en 20 tot en met 22 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig op 31 Desember 1951, in die magistraatsdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
 Minister van Arbeid.

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

LEATHER INDUSTRY OF SOUTH AFRICA.

SCHEDULE.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

AGREEMENT

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

(a) The South African Tanners' Organisation (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and

(b) The National Union of Leather Workers;

(c) The Transvaal Leather and Allied Trades' Industrial Union (hereinafter referred to as "the employees" or "the trade unions"), of the other part,

being parties to the National Industrial Council of the Leather Industry of South Africa.

PROVISIONS APPLICABLE TO THE TANNING SECTION OF THE LEATHER INDUSTRY.

1. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, any reference to an Act shall include any amendments of such Act, 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;

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

"apprentice" means an employee who is bound by a written contract of apprenticeship, registered under the provisions of the Apprenticeship Act, 1922, or deemed to have been registered under the Apprenticeship Act, 1944;

"assistant storeman and/or assistant warehouseman" means an employee who, under the supervision of a storeman and/or warehouseman, is wholly or mainly engaged in performing one or more of the operations referred to in the definition of "storeman and/or warehouseman";

"Council" means the National Industrial Council of the Leather Industry of South Africa, registered in terms of section two of the Act, No. 11 of 1924, as amended, and deemed to have been registered under the Industrial Conciliation Act, 1937;

"despatch clerk" means an employee who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who is responsible for the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;

"district committee" means a committee established in accordance with the Constitution of the Council for the administration of Agreements in a particular area;

"establishment" means any place in which any operations in connection with the Industry are carried on;

"Executive" means the Executive Committee of the Council appointed in terms of its constitution;

"experience"—

(a) means the total period or periods of employment whether prior or subsequent to the date on which this Agreement comes into force which an employee has had in the department in which he has been employed, irrespective of the operations in that department on which he has been employed;

(b) includes the annual holiday provided for in section 8 of this Agreement and the normal period of compulsory defence force training leave, but excluding any period or periods in excess of three consecutive weeks during which an employee has been absent from work through no fault of the employer;

"half-day" means the usual morning period of work of the establishment concerned;

"hourly wage" means the weekly wage divided by 43 except in the case of night watchmen, when it shall mean the weekly wage divided by 72, and except in the case of employees on other night work, when it shall mean the weekly wage divided by 39;

"industry" means the tanning section of the leather industry;

"general labourer" means an employee employed wholly or mainly in one or more of the following operations:—

(1) Cleaning premises, machinery, plant, tools, utensils, animals, furniture or other articles;

(2) washing or cleaning containers;

(3) carrying, moving and/or stacking raw materials, manufactured or semi-manufactured products, machinery, plant, tools, utensils or other articles;

(4) loading or unloading vehicles or receptacles;

(5) removing refuse or ashes;

(6) opening, closing or packing boxes, packages, bales or crates;

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

LEERNYWERHEID IN SUID-AFRIKA.

AANHANGSEL.

NASIONALE NYWERHEIDSRAAD VIR DIE LEERNYWERHEID IN SUID-AFRIKA.

OOREENKOMS

ingevoelge die bepalings van die Nywerheid-versoeningswet, 1937, gesluit en aangegaan tussen

(a) „The South African Tanners' Organisation”;

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

(b) „The National Union of Leather Workers”;

(c) „The Transvaal Leather and Allied Trades Industrial Union”; (hierna genoem „die werknemers”, of „die vakverenigings”), aan die ander kant,

wat partye is by die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika.

BEPALINGS VAN TOEPASSING OP DIE LEERLOOI-AFDELING VAN DIE LEERNYWERHEID.

1. 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 'n verwysing na 'n Wet is ook alle wysigings van dié Wet inbegrepe 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, 1937;

„volwassene”, 'n werknemer, behalwe 'n vakleerling, wat 21 jaar oud of ouer is;

„vakleerling”, 'n werknemer wat gebind is deur 'n skriftelike vakleerlingkontrak geregistreer ingevolge die bepalings van die Vakleerlingen Wet, 1922, of wat beskou word as geregistreer onder die Wet op Vakleerlinge, 1944;

„assistent-magasynmeester en/of assistent-pakhuisopsigter”, 'n werknemer wat onder toesig van 'n magasynmeester en/of pakhuisopsigter uitsluitlik of hoofsaaklik een of meer van die werksaamhede verrig waarna in die omskrywing van magasynmeester en/of pakhuisopsigter verwys word;

„Raad”, die Nasionale Nywerheidsraad vir die Leernywerheid van Suid-Afrika, wat ingevolge artikel twee van Wet No. 11 van 1924, soos gewysig, geregistreer is, en beskou word as geregistreer ingevolge die Nywerheid-versoeningswet, 1937;

„versendingsklerk”, 'n werknemer wat verantwoordelik is vir die ontvang van goedere in of uit 'n magasyn of pakhuis of van afdelings, vir versending of aflewering en wat verantwoordelik is vir die verpakking en/of bymekaarmaak van sulke goedere, die natel van pakkies en die weeg, merk en adresseer daarvan;

„distrikskomitee”, 'n komitee saamgestel ooreenkomstig die konstitusie van die Raad, vir die toepassing van Ooreenkomste in in bepaalde gebied;

„inrigting”, elke plek waarin werksaamhede in verband met die Nywerheid uitgevoer word;

„Uitvoerende Komitee”, die Uitvoerende Komitee van die Raad kragtens sy konstitusie aangestel;

„ervaring”—

(a) die totale dienstydperk of -tydperke, hetsy voor of na die datum waarop hierdie Ooreenkoms van krag word, wat 'n werknemer in die afdeling het waarin hy in diens was, afgesien van die werksaamhede in daardie afdeling waarin hy in diens was;

(b) dat dit die jaarlikse verlof waarvoor in artikel 8 van hierdie Ooreenkoms voorsiening gemaak word, en die gewone tydperk van verlof vir verpligte Verdedigingsmagopleiding insluit, maar nie dat dit 'n tydperk of tydperke van meer as drie agtereenvolgende weke wanneer 'n werknemer sonder toedoen van die werkgewer van die werk afwesig was, insluit nie;

„halwe dag”, die gewone voormiddag-werktydperk van die betrokke inrigting;

„uurloon”, die weekloon gedeel deur 43, behalwe in die geval van nagwagte wanneer dit die weekloon gedeel deur 72 is, en behalwe in die geval van werknemers op ander nagwerk wanneer dit die weekloon gedeel deur 39 is;

„nywerheid”, die leerlooi-afdeling van die leernywerheid;

„algemene arbeider”, 'n werknemer wat uitsluitlik of hoofsaaklik een of meer van onderstaande werksaamhede verrig:—

(1) Persele, masjinerie, installasie, gereedskap, gerei, diere, meubels of ander artikels skoonmaak;

(2) heuers was of skoonmaak;

(3) grondstowwe, vervaardigde of half-vervaardigde produkte, masjinerie, installasie, gereedskap, gerei of ander artikels dra, verplaas en/of stapel;

(4) voertuie of vergaarbakke laai of aflaai;

(5) vuilgoed of as verwyder;

(6) kiste, pakke, bale of kratte oopmaak, toemaak of pak;

- (7) branding, marking, stencilling boxes, packages or bales;
- (8) making tea, coffee, cocoa or similar beverages;
- (9) assisting on delivery vans or vehicles;
- (10) delivering letters, messages or goods on foot or by means of a bicycle or any manually propelled vehicle;

"learner" means an employee (other than an apprentice) who is engaged in learning one or more operations in the industry;

"motor vehicle" means a conveyance propelled by other than human or animal power;

"pay-load" means the "net carrying capacity" or the "net load" which a vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Local Road Transportation Boards in terms of the Motor Carrier Transportation Act, 1930;

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

"qualified employee" means an employee who has become entitled by experience to receive the full wage prescribed in this Agreement for the operation upon which he is employed;

"Secretary of the Council" means the General Secretary of the Council and includes any assistant secretary of the Council;

"storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into store and the storing and handling of same, the delivery of same out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof;

"tanning industry" means the section of the leather industry in which employers and employees are associated for the tanning, dressing and/or fellmongering of hides and skins;

"wages" means a weekly wage.

2. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall—

- (a) be observed by all members of the employers' organisations and of the trade unions engaged in the industry;
- (b) apply to apprentices in so far as they are not inconsistent with the Apprenticeship Act, 1944, or any contract registered or any conditions fixed thereunder;

in the Magisterial Districts of the Cape, Wynberg, Paarl, Stellenbosch, Wellington, Mossel Bay, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal), and Bloemfontein.

3. DATE AND PERIOD OF OPERATION.

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 a period terminating on 31st December, 1951, or such period as may be determined by him.

4. WAGES AND RATES.

(1) (a) Subject to the provisions of sections 7 and 21 of this Agreement, no employer shall pay and no employee shall accept wages less than those prescribed in this section in respect of any operation performed by such employee and each employer shall further comply with any ratio or other conditions prescribed in this Agreement.

(b) Except in the case of night watchmen, the wages laid down in this section shall be payable for a working week of 43 hours, and in the case of night watchmen, the wages shall be payable for a working week of 72 hours, provided that in the case of night work other than night watching the wages shall be payable for a working week of 39 hours. The working week shall end not earlier than on Wednesday in a calendar week. All wages shall be subject to the conditions governing overtime provided for in section 7.

(c) If less hours than those prescribed in paragraph (b) hereof are worked such wages may be reduced proportionately except in the case of apprentices, night watchmen and motor vehicle drivers.

(2) All earnings and the additional amount referred to in section 5 shall be paid in cash weekly not later than on Friday and during the ordinary working hours of the establishment, or on termination of employment if this takes place before the ordinary pay-day of the establishment. The earnings shall be placed in a sealed envelope, on the outside of which the name or number and rate of wages of the employee, the date of payment, the hours worked, details of deductions made and the net amount of earnings contained therein shall be written in indelible pencil or ink in the following manner:—

Employee.....	.....
Wage rate.....	.....
Hours worked.....	.....
Wages due.....	.....
Cost of living allowance.....	.....
Deductions—	
Unemployment fund.....	.....
Sick benefit fund.....	.....
Provident fund.....	.....
Insurance or pension.....	.....
Trade union subscriptions.....	.....
Council levies.....	.....
Net earnings.....	.....
Employer.....	.....
Date.....	.....

- (7) kiste, pakke of bale brandmerk, merk of sjabloneer;
- (8) tee, koffie, kakao of soortgelyke drankie maak;
- (9) of afleweringswaens of voertuie help;
- (10) briewe, boodskappe of goedere te voet of met 'n fiets of handvoertuig aflewer;

„leerling”, 'n werknemer (behalwe 'n vakleerling) wat in diens is om een of meer werksaamhede in die nywerheid te leer;

„motorvoertuig”, 'n voertuig wat nie deur mensekrag of diere-krag voortbeweeg word nie;

„vragvermoë”, die netto draagvermoë of die netto vrag wat 'n voertuig mag dra of sleep, ingevoige 'n motorvervoersertifikaat of vrystellingstifikaat ten opsigte van so'n voertuig deur die plaaslike padvervoerraad uitgereik ingevolge die bepalings van die Motortransportwet, 1930;

„stukwerk”, elke stelsel waarby verdienste berus op die hoeveelheid of omvang van werk wat verrig is;

„werknemer, gekwalifiseer”, 'n werknemer wat deur ervaring bevoeg is om die volle loon te ontvang wat in hierdie Ooreenkoms voorgeskryf word vir die werksaamheid waarvoor hy in diens is;

„Sekretaris van die Raad”, die algemene sekretaris van die Raad en dit sluit assistent-sekretaris van die Raad in;

„magasynmeester en/of pakhuisopsigter”, 'n werknemer wat algemene toesig oor voorrade hou en wat verantwoordelik is vir die ontvang van goedere in die magasyn en die berging en hantering daarvan, aflewering daarvan vanuit die magasyn aan afdelings, of vir versending en/of verpakking in die magasyn en/of pakhuis, en die uitpak daarvan;

„leerlooierynwyerheid”, die afdeling van die leernwyerheid waarin werkgewers en werknemers verbonde is vir die looi, berei en afwerk en/of wolpluk van huide en velle;

„loon”, 'n weekloon.

2. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms—

- (a) moet nagekom word deur alle lede van die werkgewers-organisasies en van die vakverenigings wat in die nywerheid werksaam is;
- (b) is van toepassing op vakleerlinge vir sover dit nie met die Vakleerlingen Wet, 1922, of 'n kontrak ingevolge daarvan geregistreer, of voorwaardes daaronder vasgestel, in stryd is nie;

in die magistraatsdistrikte die Kaap, Wynberg, Paarl, Stellenbosch, Wellington, Mosselbaai, George, Uitenhage, Port Elizabeth, Kingwilliamstown, Durban, Pietermaritzburg, Pretoria, Johannesburg, Krugersdorp, Heidelberg (Transvaal) en Bloemfontein.

3. DATUM EN TERMYN VAN TOEPASSING.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel agt-en-veertig van die Wet vasstel en bly van krag vir 'n tydperk wat op 31 Desember 1951 eindig, of vir 'n tydperk wat deur hom bepaal mag word.

4. LONE EN LOONSKALE.

(1) (a) Onderworpe aan die bepalings van artikels 7 en 21 van hierdie Ooreenkoms, mag geen werkgewer en geen werknemer laer lone as dié in hierdie artikel voorgeskryf, vir enige werksaamheid wat deur dié werknemer verrig word, onderskeidelik betaal of aanneem nie, en elke werkgewer moet voorts alle verhoudings of ander voorwaardes soos voorgeskryf, nakom.

(b) Behalwe in die geval van nagwagte, is die lone soos bepaal in hierdie artikel betaalbaar vir 'n werkweek van 43 uur, en in die geval van nagwagte is die lone betaalbaar vir 'n werkweek van 72 uur; met dien verstande dat in die geval van nagwerk, behalwe nagwagwerk, die lone vir 'n werkweek van 39 uur betaalbaar is. Die werkweek mag nie voor Woensdag in 'n kalenderweek eindig nie. Alle lone is onderworpe aan die oortydvoorwaardes waarvoor voorsiening in artikel 7 van hierdie deel gemaak word.

(c) As minder ure gewerk word as dié soos voorgeskryf in paragraaf (b) hiervan, kan dié lone in verhouding verminderd word, behalwe in die geval van vakleerlinge, nagwagte en motorvoertuigbestuurders.

(2) Alle verdienste en die ekstra bedrae wat in artikel 5 vasgestel word, moet weekliks voor of op Vrydag en gedurende die gewone werke van die inrigting of by diensbeëindiging, indien dit voor die gewone betaaldag van die inrigting val, kontant betaal word. Die verdienste moet in 'n geslote kovert wees, en die naam of nommer en loonskaal van die werknemer, die datum van betaling, die ure gewerk, besonderhede in verband met kortings afgetrek en die netto bedrag van verdienste daarin bevat, moet met ink of met inktlood daarop aangeteken word en wel soos volg:—

Werknemer.....	.....
Loonskaal.....	.....
Ure gewerk.....	.....
Verskuldigde lone.....	.....
Lewenskostetoelae.....	.....
Kortings.	
Werkloosheidbystandsfonds.....	.....
Siektebystandsfonds.....	.....
Voorsieningsfonds.....	.....
Lewensversekering- of pensioenfondse.....	.....
Vakverenigingsledegeld.....	.....
Raadsfondsheffings.....	.....
Netto verdienste.....	.....
Werkgewer.....	.....
Datum.....	.....

(3) No deduction of any kind, other than the following, may be made from the money due to any employee:—

- where an employee is absent from work, *pro rata* amount for the period of such absence;
 - with the written consent of the employee, deductions for holiday, unemployment, sick, insurance or pension funds, or contributions to the funds of the trade union, and for savings funds approved by the Council;
 - levies in terms of section 10 of the Agreement;
 - any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee;
- (4) No premium for the training of an employee shall be charged or accepted by an employer.
- (5) Where in any establishment work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.
- (6) Nothing in this Agreement shall operate to reduce any time wage at present being paid which is more favourable to an employee than that laid down in this Agreement for such employee while he remains in the service of the same employer.

A. Skilled Operations.

- (i) Employees employed on splitting machines, in setting and in making adjustments to splitting machines, and splitting either in the lime or tanned conditions or both ... 6 8 2
- (a) An employee engaged in one or more of the operations specified in B (a) (ii) and/or B (a) (iii) hereof shall, if transferred to be employed upon the operations specified in A (i), be paid at the following rates of wages:—
- According to experience—
- | | Per Week. | £ | s. | d. |
|-------------------|-----------|----|----|----|
| first six months | 3 | 2 | 6 | |
| second six months | 3 | 15 | 0 | |
| third six months | 4 | 5 | 0 | |
| fourth six months | 4 | 15 | 0 | |
| fifth six months | 5 | 5 | 0 | |
| thereafter | 6 | 8 | 2 | |
- (b) In every tannery in which a splitting machine is installed there shall be employed at least one splitter at the full rate under A (i) above.
- (ii) Employees employed on shaving and whitening machines ... 5 12 9
- According to experience—
- | | Per Week. | £ | s. | d. |
|-------------------|-----------|----|----|----|
| first six months | 3 | 2 | 6 | |
| second six months | 3 | 15 | 0 | |
| third six months | 4 | 5 | 0 | |
| thereafter | 5 | 12 | 9 | |

B. Semi-skilled Operations.

- (a) Employees other than those specified in (b) employed—
- as first grade table hands, i.e. hand buffers and whiteners and hand shavers, on spraying, rounding ... 4 7 2
 - on staking ... 3 19 5
 - on glazing; buffing ... 3 15 4
 - on measuring machines; tannery machines, other than those specified in (v) hereunder, table hands (other than first grade) who are using carriers' tools or improvised carriers' tools on any class of leather and repairing defects ... 3 12 9
 - on blackening, creasing, staining, pigmenting and seasoning; lime yard hand fleshers; fleshing, sammying, setting and bark mill machines, square cutting; sueding by brush and/or emery paper ... 3 10 3

NOTE.—"Rounding" is the cutting up of an untanned hide into bends, bellies, shoulders or backs, but does not include cutting and hide into two sides.

- (b) Learners on operations within (a) (i), (ii), (iii), (iv) and (v)—

According to experience—

first six months	1	10	0
second six months	1	17	6
third six months	2	10	0
thereafter, if employed under—			
(i)	4	7	2
(ii)	3	19	5
(iii)	3	15	4
(iv)	3	12	9
(v)	3	10	3

Employees over the age of 21 years on operations specified in paragraph (a):—

Wages according to experience—

first six months	2	10	0
second six months	3	0	0
thereafter if employed under—			
(i)	4	7	2
(ii)	3	19	5
(iii)	3	15	4
(iv)	3	12	9
(v)	3	10	3

(3) Hoegenaamd geen kortings, behalve onderstaande, mag van die geld aan 'n werknemer verskuldig, afgetrek word nie—

- ingeval 'n werknemer van die werk wegbly, 'n *pro rata* bedrag vir die tydperk van die afwesigheid;
 - met skriftelike toestemming van die werknemer: Kortings vir verlof-, werkloosheid-, siekte-, versekerings- of pensioenfondse, of bydraes aan die fondse van die vakvereniging en/of spaarfondse, wat deur die Raad goedgekeur is;
 - heffings ingevolge artikel 10 van die Ooreenkoms;
 - elke bedrag wat 'n werkgever ingevolge 'n wet, ordonnansie of regsdinging ten behoeve van 'n werknemer betaal.
- (4) Vir die opleiding van 'n werknemer mag deur 'n werkgever geen premie gevorder of aangeneem word nie.
- (5) Indien die werk in 'n inrigting verrig word deur werknemers wat in spanne of ploë georganiseer is, moet die verdienste van elke werknemer deur die werkgever aan hom uitbetaal word.
- (6) Niks in hierdie Ooreenkoms het die uitwerking om 'n tydloon te verminder wat tans betaal word en vir 'n werknemer gunstiger is as dié wat in hierdie Ooreenkoms vir dié werknemer vasgestel is, vir solank as hy in diens van dieselfde werkgever bly.

A. Geskoolde werk.

- (i) Werknemers wat splitsmasjiene bedien, splitsmasjiene stel en verstel, en leer na die kalkstadium, of in die gelooide stadium of in beide stadia, splits ... 6 8 2
- (a) 'n Werknemer wat een of meer van die werksaamhede verrig wat in B (a) (ii) en/of B (a) (iii) hiervan bepaal word, moet by oorpasing na die werksaamhede wat in A (i) bepaal word, teen die volgende loonskale betaal word:—
- Ooreenkomstig ervaring—
- | | Per week. | £ | s. | d. |
|-------------------|-----------|----|----|----|
| eerste ses maande | 3 | 2 | 6 | |
| tweede ses maande | 3 | 15 | 0 | |
| derde ses maande | 4 | 5 | 0 | |
| vierde ses maande | 4 | 15 | 0 | |
| vyfde ses maande | 5 | 5 | 0 | |
| daarna | 6 | 8 | 2 | |
- (b) In elke looiery waarin 'n splitsmasjiene geïnstal-leer is, moet minstens een splitter teen die volle loon onder A (i) hierbo genoem, in diens wees.
- (ii) Werknemers wat skaaf- en witmaakmasjiene bedien ... 5 12 9
- Ooreenkomstig ervaring—
- | | Per week. | £ | s. | d. |
|-------------------|-----------|----|----|----|
| eerste ses maande | 3 | 2 | 6 | |
| tweede ses maande | 3 | 15 | 0 | |
| derde ses maande | 4 | 5 | 0 | |
| daarna | 5 | 12 | 9 | |

B. Halfgeskoolde werk.

- (a) Werknemers, behalve dié in (b) genoem, wat in diens is as—
- eerstegraadse tafelwerkers, d.w.s. skuur en witmaak met die hand en skaaf met die hand, spuitwerk, rondsny ... 4 7 2
 - trekbreimasjiene ... 3 19 5
 - verglans, skuur ... 3 15 4
 - meetmasjiene; looimasjiene, behalve dié wat in (v) hieronder gespesifiseer word, tafelwerkers (behalwe eerste graad) wat leerbreiersgereedskap of geïmproviseerde leerbreiersgereedskap hanteer in verband met enige soort leer en wat gebreke herstel ... 3 12 9
 - swartmaak, plooi, kleur, pigmenteer en toeberei; vleisskrapers met die hand in kalkskuur; vleisskraap, wateruitpers-, set- en basmaalmasjiene bedien en vierkant sny; dofmaak met borsel en/of skuurpapier ... 3 10 3

L.W.—"Rondsny" is die opsnij van ongelooide huide in systukke, pensstukke, skouers- of rugstukke, maar nie die opsnij van die huid in twee systukke nie.

- (b) Leerlinge vir werksaamhede binne (a) (i), (ii), (iii), (iv) en (v).

Volgens ervaring—

eerste ses maande	1	10	0
tweede ses maande	1	17	6
derde ses maande	2	10	0
daarna, wanneer in diens onder—			
(i)	4	7	2
(ii)	3	19	5
(iii)	3	15	4
(iv)	3	12	9
(v)	3	10	3

Werknemers oor 21 jaar oud in diens vir werksaamhede gespesifiseer in paragraaf (a):—

Lone volgens ervaring—

eerste ses maande	2	10	0
tweede ses maande	3	0	0
daarna, wanneer in diens onder—			
(i)	4	7	2
(ii)	3	19	5
(iii)	3	15	4
(iv)	3	12	9
(v)	3	10	3

(c) The lessees shall be entitled to compensation as agreed upon for any damage caused by prospecting and mining operations, such compensation to be fixed by arbitration, failing settlement by mutual agreement.

In order to maintain the status of these holdings as Crown land for purposes of the mineral laws they are added to the Second Schedule of the Reserved Minerals Development Act, 1926. In the event, therefore, of proclamation of the land for mining purposes or the granting of a mining lease in terms of the Gold Law, the surface owner will not be entitled to any owner's reservations or the half of any claim moneys or mining lease moneys.

* No. 914.]

[20 April 1951.]

HOLDINGS AVAILABLE UNDER THE LAND SETTLEMENT ACT, 1912 (AS AMENDED).

Applications will be received at the offices of the Provincial Representative, Department of Lands, Cape Town, the Provincial Representative, Department of Lands, Bloemfontein, and the Secretary for Lands, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 31st May, 1951), for the undermentioned holdings, to be deposited of on lease, for a period of five (5) years, with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof on terms of Conditional Purchase Lease extending over a period of sixty-five (65) years, under and subject to the provisions of the Land Settlement Act, 1912, and amending Acts, and any regulations published thereunder.

The Government reserves the right at any time to withdraw any or all of the holdings offered for allotment by this notice.

All applications for Holdings Nos. 1 to 7 must be forwarded to the Secretary for Lands; Pretoria, applications for Holdings Nos. 9 and 10 must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 747, Cape Town, and applications for Holding No. 8 must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 316, Bloemfontein, on the prescribed forms which are obtainable from the above-mentioned addresses, or from the Magistrates of the Divisions in which the holdings are situated.

(c) Die huurders is geregtig tot vergoeding, soos ooreengekom vir alle skade veroorsaak deur prospek- teer- en myn werksaamhede; die vergoeding moet by ontstentenis van onderlinge ooreenkoms, deur arbitrasie vasgestel word.

Ten einde die status van hierdie hoewes as kroongrond vir die toepassing van die mineraalwette te handhaaf, word hulle aan die Tweede Bylae van die Wet op die Ontgin- ning van Voorbehouden Mineralen, 1926, toegevoeg. In geval van die proklamasie van die grond vir myndoel- eindes of van die toekenning van 'n mynverhuurings kragtens die Goudwet is die oppervlakte-eienaar dus nie geregtig tot eienaarsvoorbehoud of tot die helfte van kleimlisensiegeld of mynhuurgeld nie.

* No. 914.]

[20 April 1951.]

HOEWES BESIKKBAAR KRAGTENS DIE KROON- GROND NEDERZETTINGS WET, 1912, SOOS GEWYSIG.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 31 Mei 1951 verstryk) kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, die Provinsiale Verteenwoordiger, Departement van Lande, Bloemfontein, en die Sekretaris van Lande, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes volgens huur- kontrak vir 'n termyn van vyf (5) jaar, met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en onderworpe aan die bepalings van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette en regulasies daarkragtens afgekondig.

Die Goewerment behou hom die reg voor om een of meer van die hoewes of almal wat in hierdie kennis- gewing vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om Hoewes Nos. 1 tot 7 moet gestuur word aan die Sekretaris van Lande, Pretoria, om Hoewes Nos. 9 en 10 aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, en om Hoewe No. 8 aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 316, Bloemfontein, op die voorgeskrewe vorms wat verkrygbaar is by bogemelde adresse of by die Magistrate van die afdelings waarin die hoewes geleë is.

TRANSVAAL.

DISTRICT/DISTRIK BRONKHORSTSPRUIT.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL. Name, Number, and District.	HOEWES BESKIKBAAR. Naam, nommer en Distrik.	Area. Grootte.		Purchase Price. Koop- prys.	Rental during Lease Period, 1st and 2nd Years, Nil. <i>Huur gedurende huurtermyn, 1ste en 2de jaar, niks.</i>		Yearly Purchase Instalments (including Interest). <i>Jaarlikse paaieimente van koopprys (rente inbegrepe).</i>
			Morgen. <i>Morg.</i>	Sq. Roods. <i>Vk. roedes.</i>		3rd Year, Yearly Rental. <i>3de jaar, jaarlikse huur.</i>	4th and Year, Yearly Rental. <i>4de en 5de jaar, jaarlikse huur.</i>	
1	Portion 1 of portion A and (2) the remaining extent of portion A of the farm HARTEBEESTPONTJIN No. 155	Gedeelte 1 van gedeelte A en (2) die resterende gedeelte van gedeelte A van die plaas	844	73	£ 1,267	£ s. d. 25 6 10	£ s. d. 47 10 3	£ s. d. 51 16 8

DISTRICT/DISTRIK DELAREYVILLE.

Holding No. Hoewe No.	HOLDINGS FOR DISPOSAL. Name, Number, and District.	HOEWES BESKIKBAAR. Naam, nommer en Distrik.	Area. Grootte.		Purchase Price. Koop- prys.	Rental during Lease Period, 1st and 2nd Years, Nil. Huur gedurende huurtermyn, 1ste en 2de jaar, niks.		Yearly Purchase Instalments (including Interest). Jaarlikse paaieimente van koopprys (rente inbegrepe).
			Morgen. Morg.	Sq. Roods. Vk. roedes.		3rd Year, Yearly Rental. 3de jaar, jaarlikse huur.	4th and Year, Yearly Rental. 4de en 5de jaar, jaarlikse huur.	
2	Portion 8 of the farm DE HOOP No. 26	Gedeelte 8 van die plaas	399.0150	—	£ 5,259	£ s. d. 105 3 7	£ s. d. 197 4 3	£ s. d. 215 3 0
3	Portion 3 of the farm GANNALAAGTE No. 7	Gedeelte 3 van die plaas	462.3979	—	3,721	74 8 5	139 10 9	152 4 7
4	The remaining extent of the farm WELVERDIEND No. 51	Die resterende gedeelte van die plaas	349.4789	—	4,216	84 6 5	158 2 0	172 9 7

DISTRICT/DISTRIK LETABA.

5	The unsurveyed Eastern portion of the farm ALONBRIDGE No. 473	Die onopgemete gedeelte van die plaas	±1,820	581	1,821	36 8 5	68 5 9	74 10 0
6	The unsurveyed western portion of the farm ALONBRIDGE No. 473	Die onopgemete westelike gedeelte van die plaas	±1,820	581	2,115	42 6 0	79 6 3	86 10 6

DISTRICT/DISTRIK WITBANK.

7	The remaining extent of the farm HARTEBEESTFONTEIN No. 51	Die resterende gedeelte van die plaas	619	330	1,783	35 13 2	66 17 3	72 18 11
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ORANGE FREE STATE/ORANJE-VRYSTAAT.

DISTRICT—DISTRIK BLOEMFONTEIN.

8	The portion known as SKEBA No. 2438, of the farm WONDERFONTEIN No. 502.	Die gedeelte bekend as SKEBA No. 2438, van die plaas	500	—	1,790	35 16 0	67 2 6	73 4 7
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CAPE PROVINCE/KAAPPROVINSIE.

DIVISION/AFDELING HAY.

9	Portion 3 of the farm TAAIBOSCH PUTS A.	Gedeelte 3 van die plaas	2,557.5223	—	2,738	54 15 2	102 13 6	112 0 3
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DIVISION/AFDELING VRYBURG.

10	Portion 10 of KLIPFONTEIN ANNEXE.	Gedeelte 10 van	527.8856	—	4,124	82 9 7	154 13 0	168 14 4
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DESCRIPTION OF HOLDINGS.

The distances of the holdings from the nearest towns or railway stations, as given below, are approximate only.

The particulars regarding the holdings, such as improvements, water supply and the type of farming, for which the holdings are suitable, are based on inspection reports and applicants should satisfy themselves as to the correctness of the information furnished.

Holding No. 1.—30 miles north-east of Bronkhorstspuit Township and Railway Station. Road Motor Service is 12 miles from the holding.

Improvements: Dwelling-house, stone kraal and store room.

Water supply: Fountain and 3 earthdams.

General: Suitable for wheat, mealies, kaffir corn, large and small stock. Grazing consists of sour grass veld. "Gifblaar" occurs.

BESKRYWING VAN HOEWES.

Die afstand van die hoewes van die naaste dorp of spoorwegstasie af, soos hieronder aangegee, is slegs volgens skatting.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulle oortuig van die juistheid van die besonderhede wat verstrekk word.

Hoewe No. 1.—30 myl noordoos van die dorp en Spoorwegstasie Bronkhorstspuit. Padmotordiens is 12 myl van die hoewe.

Verbeterings: Woonhuis, klipkraal en pakkamer.

Watervoorsiening: Fontein en drie gronddamme.

Algemeen: Geskik vir koring, mielies, kafferikoring, grondbone, klein en grootvee. Weiding bestaan uit suur grasveld. Gifblaar kom voor.

Carrying capacity: 3 to 4 morgen per sheep and 10 to 12 morgen per beast.

Average rainfall: 18 to 20 inches per year.

Servitudes:

- (1) Subject to a servitude of outspan.
- (2) The mineral rights are reserved to a third party.
- (3) Subject to certain water rights.

Holding No. 2.—15 miles north of Delarey Township and 7 miles north-west of Barberspan Railway Station.

Improvements: Dwelling-house, borehole with wind-mill, and dam and wagonshed.

Water supply: Borehole.

General: Suitable for mealies, kaffir corn, large and small stock.

Carrying capacity: 1½ morgen per sheep, 5 morgen per beast.

Average rainfall: 18 inches per year.

Servitudes: The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 3.—20 miles north of Delarey Township and 11 miles north-west of Barberspan Railway Station.

Improvements: Certain fencing.

No water supply.

General: Suitable for mealies, kaffir corn, large and small stock.

Carrying capacity: 1½ morgen per sheep, 5 morgen per beast.

Average rainfall: 18 inches per year.

Servitudes:

- (1) Subject to a servitude of outspan in extent 1/75th of 2,882 morgen 455 square roods.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 4.—16 miles north of Delarey Township and 6 miles north-west of Barberspan Railway Station.

Improvements: Certain fencing.

No water supply.

General: Suitable for mealies, kaffir corn, large and small stock.

Carrying capacity: 1½ morgen per sheep, 5 morgen per beast.

Average rainfall: 18 inches per year.

Servitudes: The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 5.—37 miles east of Leydsdorp Township and 30 miles east of Gravelotte Township and Railway Station.

No improvements.

No water supply.

General: Suitable for cattle, bastard sheep and goats. Sweet grassveld with "rooibos" and mopani trees.

Carrying capacity: 4 to 5 morgen per sheep, 10 to 12 morgen per beast.

Rainfall: 10 to 12 inches per year.

Servitudes: May be subject to a servitude of outspan.

Special conditions:

1. The lease or Crown Grant to be issued in respect of this holding shall be subject to the following special conditions:—

- (a) In order to enable the State to exercise its rights, its officials shall be entitled to enter upon the operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws, to prospect and mine.
- (b) The lessee or owner of this holding shall be obliged to make available to the satisfaction of the Mining Commissioner, such area of the land which may reasonably be required for prospecting or mining purposes subject to the payment of a rental to the lessee or owner, to be fixed by arbitration, failing settlement by mutual agreement.

Drakrag: 3 tot 4 morg per skaap en 10 tot 12 morg per bees.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Servitute:

- (1) Onderworpe aan 'n servituut van uitspanning.
- (2) Die mineraalregte word ten gunste van 'n derde party voorbehou.
- (3) Onderworpe aan sekere waterregte.

Hoewe No. 2.—15 myl noord van Delareydorp en 7 myl noordwes van Barberspan-spoorwegstasie.

Verbeterings: Woonhuis, boorgat met windpomp en dam en waenhuis.

Watervoorraad: Boorgat.

Algemeen: Geskik vir mielies, kafferkoring, groot- en kleinvee.

Drakrag: 1½ morg per skaap, 5 morg per bees.

Gemiddelde reënval: 18 duim per jaar.

Servitute: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 3.—20 myl noord van die dorp Delarey en 11 myl noordwes van Barberspan-spoorwegstasie.

Verbeterings: Sekere omheining.

Geen watervoorraad nie.

Algemeen: Geskik vir mielies, kafferkoring, groot- en kleinvee.

Drakrag: 1½ morg per skaap, 5 morg per bees.

Gemiddelde reënval: 18 duim per jaar.

Servitute:

- (1) Onderworpe aan 'n servituut van uitspanning groot 1/75ste van 2,882 morg 455 vierkante roedes.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 4.—16 myl noord van die dorp Delarey en 6 myl noordwes van Barberspan-spoorwegstasie.

Verbeterings: Sekere omheining.

Geen watervoorraad nie.

Algemeen: Geskik vir mielies, kafferkoring, groot- en kleinvee.

Drakrag: 1½ morg per skaap, 5 morg per bees.

Gemiddelde reënval: 18 duim per jaar.

Servitute: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 5.—37 myl oos van die dorp Leydsdorp en 30 myl oos van die dorp en spoorwegstasie Gravelotte.

Geen verbeterings.

Geen watervoorraad nie.

Algemeen: Geskik vir beeste, basterskape en bokke. Soetgrasveld met rooibos en mopanibome.

Drakrag: 4 tot 5 morg per skaap, 10 tot 12 morg per bees.

Reënval: 10 tot 12 duim per jaar.

Servitute: Mag onderworpe wees aan 'n servituut van uitspanning.

Spesiale voorwaardes:

1. Die huurkontrak of kroongrondbrief wat ten opsigte van hierdie hoewe uitgereik word, is aan die volgende voorwaardes onderworpe:—

- (a) Ten einde die Staat in staat te stel om sy regte uit te oefen, het sy amptenare die reg om op die hoewe te gaan om te prospekter en mynwerksaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg kragtens die mineraalwette verleen is om te prospekter en mynwerk te doen.
- (b) Die huurder of eienaar is verplig om soveel van die oppervlakte van hierdie hoewe as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospekter- of myndoelindes beskikbaar te stel, onderworpe daaraan dat aan die huurder of eienaar huurgeld betaal moet word wat, by ontstentenis van onderlinge ooreenkoms deur arbitrasie vasgestel moet word.

- (c) The lessee or owner shall be entitled to compensation as agreed upon for any damage caused by prospecting and mining operations, such compensation to be fixed by arbitration, failing settlement by mutual agreement.

In order to maintain the status of this holding as Crown land for purposes of the mineral laws, it has been added to the Second Schedule of the Reserved Minerals Development Act, 1926. In the event, therefore, of proclamation of the land for mining purposes or the granting of a mining lease in terms of the Gold Law, the surface owner will not be entitled to any owner's reservations or the half of any claim moneys or mining lease moneys.

2. Certain fencing costs shall be added to the purchase price when known.

Special remark: The farm Alonbridge, the eastern portion of which forms this holding, is still to be subdivided and half the costs of subdivision will be added to the purchase price of the holding.

Holding No. 6.—37 miles east of Leydsdorp Township and 30 miles east of Gravelotte Township and Railway Station.

Improvements: Borehole, dwelling-house, engine and power head, engine room, cement trough, citrus trees and vineyard.

Water supply: Borehole.

General: Suitable for cattle, bastard sheep and goats. Sweet grassveld with "rooibos" and mopani trees.

Carrying capacity: 4 to 5 morgen per sheep, 10 to 12 morgen per beast.

Rainfall: 10 to 12 inches per year.

Servitudes: May be subject to a servitude of outspan.

Special conditions:

1. The improvements, consisting of a dwelling-house (iron roof), power head, engine-house (iron), cement trough, citrus trees and vines, have been affected by the temporary lessee and should negotiations for taking over thereof not succeed, the purchase price of the holding (including the rental and instalments of purchase price) will be reduced in accordance with the amount at which the improvements have been valued.

2. The lease or Crown Grant to be issued in respect of this holding shall be subject to the following special conditions:—

- (a) In order to enable the State to exercise its rights, its officials shall be entitled to enter upon the land and to prospect and carry out mining operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws, to prospect and mine.
- (b) The lessee or owner of this holding shall be obliged to make available to the satisfaction of the Mining Commissioner, such area of the land which may reasonably be required for prospecting or mining purposes subject to the payment of a rental to the lessee or owner, to be fixed by arbitration, failing settlement by mutual agreement.
- (c) The lessee or owner shall be entitled to compensation as agreed upon for any damage caused by prospecting and mining operations, such compensation to be fixed by arbitration, failing settlement by mutual agreement.

In order to maintain the status of this holding as Crown land for purposes of the mineral laws, it has been added to the Second Schedule of the Reserved Minerals Development Act, 1926. In the event, therefore, of proclamation of the land for mining purposes or the granting of a mining lease in terms of the Gold Law, the surface owner will not be entitled to any owner's reservations or the half of any claim moneys or mining lease moneys.

- (c) Die huurder of eienaar is geregtig tot vergoeding, soos ooreengekom, vir alle skade veroorsaak deur prospekter- en mynwerk-saamhede; die vergoeding moet by ontstentenis van onderlinge ooreenkoms, deur arbitrasie vasgestel word.

Ten einde die status van hierdie hoewe as kroon-grond vir die toepassing van die mineraalwette te handhaaf, is dit aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, 1926, toegevoeg. In geval van die proklamasie van die grond vir myndoeleides of van die toekenning van 'n mynverhuring, kragtens die Goudwet is die oppervlakte-eienaar dus nie geregtig tot eienaars-voorbehoud of op die helfte van kleimlisensiegeld of mynhuurgeld nie.

2. Sekere koste van omheining sal by die koopprys gevoeg word wanneer bekend.

Spesiale opmerking: Die plaas Alonbridge, waarvan die oostelike gedeelte hierdie hoewe uitmaak, moet nog onderverdeel word. Die helfte van die onderverdelings-koste sal by die koopprys van die hoewe gevoeg word.

Hoewe No. 6.—37 myl oos van die dorp Leydsdorp en 30 myl oos van die dorp en spoorwegstasie Gravelotte. Verbetering: Boorgat, woonhuis, enjin en kragkop, enjinkamer, sementsuipbak, sirusbome en wingerd.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, basterskape en bokke. Soetgrasveld met rooibos en mopanibome.

Drakrag: 4 tot 5 morg per skaap, 10 tot 12 morg per bees.

Reënval: 10 tot 12 duim per jaar.

Serwitute: Mag onderworpe wees aan 'n serwitut van uitspanning.

Spesiale voorwaardes:

1. Die verbeterings -bestaande uit 'n woonhuis (sinkdak), kragkop, enjinhuis (van sink), sementkrip, lemoenbome en wingerd is deur die tydelike huurder aangebring en indien onderhandelings vir die oorname daarvan nie slaag nie, sal die koopprys van die hoewe (insluitende rente en paalemente van die koopprys) verminder word ooreenkomstig die bedrag waarteen die verbeterings gewaardeer is.

2. Die huurkontrak of kroongrondbrief wat ten opsigte van hierdie hoewe uitgereik word, is aan die volgende voorwaardes onderworpe:—

- (a) Ten einde die Staat in staat te stel om sy regte uit te oefen, het sy amptenare die reg om op die hoewe te gaan om te prospekter en mynwerksaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg kragtens die mineraal-wette verleen is om te prospekter en myn-werk te doen.
- (b) Die huurder of eienaar is verplig om soveel van die oppervlakte van hierdie hoewe as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospekter- of myndoeleides beskikbaar te stel, onderworpe daaraan dat aan die huurder of eienaar huurgeld betaal moet word wat by ontstentenis van onderlinge ooreenkoms deur arbitrasie vasgestel moet word.
- (c) Die huurder of eienaar is geregtig tot vergoeding, soos ooreengekom, vir alle skade veroorsaak deur prospekter- en mynwerk-saamhede; die vergoeding moet by ontstentenis van onderlinge ooreenkoms, deur arbitrasie vasgestel word.

Ten einde die status van hierdie hoewe as kroon-grond vir die toepassing van die mineraalwette te handhaaf, is dit aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, 1926, toegevoeg. In geval van die proklamasie van die grond vir myndoeleides of van die toekenning van 'n mynverhuring kragtens die Goudwet is die oppervlakte-eienaar dus nie geregtig tot eienaars-voorbehoud of op die helfte van kleimlisensiegeld of mynhuurgeld nie.

11. TERMINATION OF EMPLOYMENT.

(1) Except as provided in sub-section (2) every employee shall be required to give one week's notice to terminate his employment, and every employer shall be required to give like notice to terminate the service of an employee; such week's notice shall take effect from the end of the working week of the establishment concerned. A week's notice shall mean a full week's work or a full week's pay in lieu thereof. An employee whose services are not required after the leave referred to in section 8 shall be given notice thereof one week before the leave begins, failing which he shall be entitled to receive a week's pay in lieu of notice.

(2) An employee who has in any week been working short time for more than two consecutive days may terminate his employment by giving one day's notice.

(3) The provisions of this section shall not affect any agreement which provides for a longer period of notice than one week, provided that the period of notice agreed upon is of equal duration on both sides. Whenever an agreement is entered into in terms of this sub-section, payment in lieu of notice shall be proportionate to the period of notice agreed upon.

(4) When the work of any employee is suspended for four or more consecutive weeks, or when less than 43 hours' work is given during a period of four weeks his employment shall be regarded as terminated and the employee shall be paid one full week's wages in addition to any payment in terms of this Agreement for work performed.

The leave referred to in section 8 shall not be regarded as a period of suspension of work in terms of this sub-section.

(5) An employee who is dismissed without notice except for cause recognised by law as sufficient, shall be paid a full week's pay in lieu of such notice at the wages he was receiving at the time of such dismissal.

12. INSURANCE OF WAGES IN CASE OF FIRE.

Every employer shall take out a policy of insurance with a registered insurance company which shall provide for payment to be made to all employees of the employer who are deprived of work through fire, the amount of one week's wages, provided that, should the stoppage of work be for a period of less than one week, a *pro rata* payment may be made. Should it not be possible for the employer to obtain such a policy of insurance, he shall, within two months of the date of coming into force of this Agreement, or within two months of becoming engaged in the industry, whichever is the later, deposit with the Council an amount equal to one week's wages of all employees in the establishment which the Council shall retain in a special trust investment account until required for a like payment to employees, provided that if not so paid to employees it shall be the property of the employer.

Interest on any such moneys invested shall accrue to the general funds of the Council.

13. SERVICE CERTIFICATE.

(1) Every employer shall issue to every employee leaving his service a service certificate in the form of Annexure A at the time of leaving. Such certificate shall be numbered consecutively and a copy of each shall be retained by the employer, and a copy forwarded to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

In the event of an employee leaving without notice both the employee's copy and the Council's copy shall be forwarded to the Secretary.

(2) Before engaging an employee every employer shall require the applicant, if he has been previously employed in the industry, to produce a service certificate in terms of sub-section (1) hereof or a certificate signed by the Secretary of a District Committee or the Secretary of the Council specifying the previous experience of the applicant, if any. If the applicant is a learner, the employer shall require him to produce a birth certificate or other evidence in proof of age.

An employer may accept a signed statement from the employee's parent or guardian as "proof of age", for a period of three months during which time the employee must produce a birth certificate. If after three months, the employee is unable to produce such certificate, the employer must apply to the district committee (or where no district committee exists to the executive committee) for exemption from this sub-section.

If such exemption is not granted the employee's services must be terminated.

A signed statement by the employee shall not be accepted as "proof of age".

In the case of natives, a certificate signed by the Native Commissioner may be accepted in place of a certificate by the parent or guardian.

Upon being approached by an applicant, the Secretary of the District Committee or of the Council shall ascertain and verify the particulars of the applicant's age and experience and thereafter issue a certificate.

14. DIFFERENTIAL RATES.

(1) An employee may not be required or allowed to perform more than two operations specified in section 4 A and B for which different wages are prescribed. An employee who is employed on any two such operations shall be paid for each hour or part of an hour worked on each operation at not less than the hourly wage applicable to each such operation.

11. DIENSBEÏNDIGING.

(1) Behalwe soos bepaal in subartikel (2), moet elke werknemer een week diensopsegging gee, en elke werkgever moet 'n werknemer se diens op dieselfde wyse opseg; dié diensopsegging van een week gaan in vanaf die einde van die werkweek van die betrokke inrigting. 'n Week diensopsegging beteken 'n volle week se werk, of 'n volle week se betaling i.p.v. diensopsegging. 'n Werknemer wie se diens nie langer na die verlof wat in artikel 8 genoem word, vereis word nie, moet voor die aanvang van die verlof een week diensopsegging gegee word, anders is hy geregtig om een week se betaling in plaas van diensopsegging te ontvang.

(2) 'n Werknemer wat in 'n week meer as twee agtereenvolgende dae kort tyd gewerk het, kan sy diens met een dag opseg.

(3) Die bepalings van hierdie artikel maak geen inbreuk op enige ooreenkoms waarby voorsiening vir 'n langer diensopseggingstermyn as een week gemaak word nie; met dien verstande dat die tydperk van diensopsegging vir albei partye van gelyke duur moet wees; as 'n ooreenkoms ingevolge hierdie subartikel aangegaan word, moet betaling i.p.v. diensopsegging in verhouding wees tot die diensopseggingstermyn waarvoor ooreengekom is.

(4) Wanneer die werk van 'n werknemer vier of meer agtereenvolgende weke opgeskort word, of wanneer, gedurende 'n tydperk van vier weke, minder as 43 uur se werk gegee word, word sy diens as beëindig beskou en moet aan die werknemer een volle week se loon, bo en behalwe enige betaling ingevolge hierdie Ooreenkoms vir werk verrig, betaal word.

Die verlof waarna in artikel 8 verwys word, word nie as opskorting van werk ingevolge hierdie subartikel beskou nie.

(5) Aan 'n werknemer wat sonder diensopsegging, behalwe om 'n rede deur die Wet as voldoende beskou, ontslaan word, moet 'n volle week betaling, teen die loon wat hy op die tydstip van die ontslag ontvang het, in plaas van die diensopsegging betaal word.

12. VERSEKERING VAN LONE IN GEVAL VAN BRAND.

Elke werkgever moet 'n versekeringspolis by 'n geregistreerde versekeringsmaatskappy uitneem wat voorsiening maak vir betaling van die bedrag van een week se loon aan alle werknemers van die werkgever wat weens brand werkloos word; met dien verstande dat as die werksituering vir 'n tydperk van minder as een week is, 'n *pro rata* betaling gedoen kan word. Ingeval dit nie vir die werkgever moontlik is om so 'n versekeringspolis uit te neem nie, dan moet hy binne twee maande na die datum waarop hierdie Ooreenkoms van krag word, of, na gelang van die jongste datum, binne twee maande nadat hy begin met die nywerheid uit te oefen, by die Raad 'n bedrag deponeer wat gelyk is aan een week se lone van alle werknemers in die inrigting wat deur die Raad op 'n spesiale bewaarrekening gehou moet word totdat dit vir so 'n betaling aan werknemers vereis word; met dien verstande dat indien dit nie aldus aan werknemers betaal word nie, dit die eiendom van die werkgever is. Rente op sulke belegde geld kom die algemene fondse van die Raad toe.

13. DIENSSERTIFIKATE.

(1) Elke werkgever moet aan elke werknemer wat sy diens verlaat, by diensverlating 'n dienssertifikaat in die vorm van Aanhangsel A uitreik. Die sertifikaat moet in volgorde genommener en 'n afskrif van elke sertifikaat moet deur die werkgever gehou word; ook moet 'n afskrif aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

Indien 'n werknemer sy diens sonder kennisgewing beëindig, moet beide die afskrif vir die werknemer en dié vir die Raad aan die Sekretaris gestuur word.

(2) Voordat 'n werknemer in diens geneem word, moet elke werkgever van die applikant eis om, as hy voorheen in die nywerheid werksaam was, 'n dienssertifikaat ingevolge subartikel (1) hiervan te vertoon, of 'n sertifikaat onderteken deur die Sekretaris van 'n Distrikskomitee, of Sekretaris van die Raad, waarin die vorige ervaring van die applikant, as hy enige ervaring het, vermeld word. As die applikant 'n leerling is, moet die werkgever eis dat hy 'n geboortesertifikaat of ander getuienis of bewys van ouderdom lewer.

'n Werkgever kan 'n verklaring wat deur die ouer of voog van die werknemer onderteken is, as "bewys van ouderdom" aanvaar vir 'n tydperk van drie maande waarin die werknemer 'n geboortesertifikaat moet indien. As die werknemer na verloop van drie maande nie die sertifikaat voorlê nie, moet die werkgever by die Distrikskomitee (of waar daar nie 'n Distrikskomitee bestaan nie, by die Uitvoerende Komitee) aansoek om vrystelling van hierdie artikel doen.

As vrystelling nie verleen word nie, moet die diens van die werknemer beëindig word.

'n Verklaring deur die werknemer onderteken, kan nie as "bewys van ouderdom" aanvaar word nie.

In die geval van Naturelle, kan 'n sertifikaat wat deur die Naturellekommissaris onderteken is, i.p.v. 'n sertifikaat van die ouer of voog aanvaar word.

As die Sekretaris van die Distrikskomitee of van die Raad deur 'n applikant genader word, moet hy die besonderhede van die applikant se ouderdom en ervaring vasstel en verifieer en daarna 'n sertifikaat uitreik.

14. DIFFERENSIËLE LOONSKALE.

(1) Van 'n werknemer kan nie vereis of kan hy nie toegelaat word om meer as twee van die werksaamhede, bepaal in artikel 4 A en B, waarvoor verskillende lone voorgeskryf word, te verrig nie. 'n Werknemer wat enige twee dergelyke werksaamhede verrig, moet vir elke uur of gedeelte van 'n uur wat hy aan elke werksaamheid bestee, teen minstens die uurloon van toepassing op elke dergelyke werksaamheid betaal word.

(2) An employee who is employed on any of the operations specified in section 4 A and B may not be employed in the same week on any of the operations specified in section 4 C.

(3) An employee who is employed on more than one of the operations or in more than one of the occupations specified in section 4 C (i) and (ii) shall be paid at the higher rate prescribed for the operation or occupation.

(4) An employer shall provide the employee with a record book or card, in the form shown in Annexure P, in which the employer shall enter daily the nature of each operation performed and the actual time worked thereon. The entries shall be certified by the signature of the employee concerned.

15. PIECE WORK.

(1) No piece-work system may be applied in any establishment unless and until—

- (a) the district committee concerned shall have recommended piece-work rates; and
- (b) the piece-work rates either as recommended by the district committee or otherwise shall have been approved by the Council.

(2) Piece-work shall apply to all employees in the same establishment on the operation concerned, and the piece-work rates shall be established on such a basis as to enable each employee to earn the prescribed minimum hourly wage for the operation plus twenty-five per cent.

(3) No piece-work basis which is in operation at the date of this Agreement shall be altered to a time basis without the consent of the Council.

16. LICENSING OF LEARNERS.

(1) No employer shall employ a learner upon splitting or shaving except under the licence issued by the Council or Executive after the Council or Executive has satisfied itself that proper facilities exist for the training of such learner.

(2) Application for permission to employ a learner upon an operation referred to in sub-section (1) shall be made by the employer to the Council on such form as may be prescribed by the Council.

(3) Each licence referred to in sub-section (2) shall be signed by the Secretary of the Council and shall show the learner's name and age, the operation on which he is employed, the minimum wage payable to him, the name of the employer and the period during which the licence shall be valid.

(4) The Council or Executive, if it deems fit after one week's notice in writing has been given to the employer and to the employee, may withdraw any licence issued in terms of this section whether or not the period of validity has expired.

(5) A duplicate copy of every licence issued in terms of this section shall be given to the employee.

(6) For the purpose of determining the minimum wage payable to a learner employed in terms of this section, the length of all his service in the industry shall be taken into consideration.

(7) No learner employed in terms of this section may be discharged or may leave his employer without the approval of the Council.

(8) On completion of his period of learnership the Council shall issue a certificate to this effect to the learner concerned.

17. WAGE REGISTERS.

Wage registers shall be compiled by all employers in such a manner as to indicate each particular department of their tanneries under separate headings, the names of employees and all details required in respect thereof to appear under their proper departmental headings.

18. CLOGS, CLOTHING AND TOOLS.

(1) Employers shall supply free of charge to employees employed in the lime yard and upon any wet work—aprons, gloves, leggings and one pair of water-tight clogs or other suitable footwear of such type as to provide adequate protection to feet for at least four months, and shall replace such equipment on its being returned in a worn-out condition.

(2) Employers shall supply free of charge proper masks to employees employed on spraying and bark mills.

(3) All tools shall be provided by the employer free of charge.

19. TRADE UNION REPRESENTATIVES ON THE COUNCIL.

Employers shall give to any of their employees who are representatives on the Council, Executive or any district committee every facility to attend to their duties in connection with the work of such bodies.

20. 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.

21. EXEMPTIONS.

(1) The Council or Executive may on the recommendation of a district committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any persons for any good and sufficient reason.

(2) 'n Werknemer wat in verband met enigeen van die werksaamhede bepaal in artikel 4 A en B in diens is, mag nie in dieselfde week enigeen van die werksaamhede, bepaal in artikel 4 C, verrig nie.

(3) 'n Werknemer wat werk in verband met meer as een van die werksaamhede, of meer as een van die vakke, bepaal in artikel 4 C (i) en (ii) verrig, moet teen die hoër loon soos vasgestel vir die werk of vak, betaal word.

(4) 'n Werkgewer moet die werknemer voorsien van 'n verslagboek of verslagkaart in die vorm soos aangetoon in Aanhangsel B en die werkgewer moet daeliks die aard van elke werksaamheid wat verrig word en die tyd werklik daaraan bestee, daarin aanteken. Die inskrywings moet deur die betrokke werknemer met sy handtekening gewaarmerk word.

15. STUKWERK.

(1) Geen stukwerkstelsel mag in 'n inrigting toegepas word nie, tensy en alvorens—

- (a) die betrokke Distrikskomitee stukwerkloonskale aanbeveel het; en
- (b) die stukwerkloone, soos deur die Distrikskomitee aanbeveel, of andersins deur die Raad goedgekeur.

(2) Stukwerk is van toepassing op alle werknemers in dieselfde inrigting op die betrokke werksaamhede en die stukwerkloone moet op so'n basis berus dat elke werknemer in staat stel om die voorgeskrewe minimum uurloon vir die werksaamheid plus vyf-en-twintig persent te verdien.

(3) Geen stukwerkbasis wat op die datum van hierdie Ooreenkoms in werking is, mag sonder toestemming van die Raad na 'n tydbasis verander word nie.

16. LEERLINGSERTIFIKATE.

(1) Geen werknemer mag 'n leerling vir splits- of skaafwerk in diens neem sonder 'n sertifikaat wat deur die Raad of Uitvoerende Komitee uitgereik is nadat die Raad of Uitvoerende Komitee hom oortuig het dat behoorlike fasiliteite vir die opleiding van die leerling bestaan nie.

(2) Aansoek om toestemming om 'n leerling 'n werksaamheid te laat verrig wat genoem word in subartikel (1), moet deur die werkgewer aan die Raad gerig word op die vorm wat deur die Raad voorgeskryf word.

(3) Elke sertifikaat in subartikel (2) genoem, moet deur die Sekretaris van die Raad geteken word en moet die leerling se naam en ouderdom vermeld, die werksaamheid wat hy moet verrig, die minimum loon aan hom betaalbaar, die werkgewer se naam en die termyn waarvoor die sertifikaat van krag bly.

(4) Die Raad of die Uitvoerende Komitee kan na goeddunke en met een week skriftelike kennisgewing aan die werkgewer en aan die werknemer, 'n sertifikaat wat kragtens hierdie bepaling uitgereik is, intrek, hetsy die termyn van geldigheid verstryk het of nie.

(5) Van elke sertifikaat wat kragtens hierdie bepaling uitgereik word, moet 'n duplikaat aan die werknemer uitgereik word.

(6) Ten einde die minimum loon vas te stel wat betaalbaar is aan 'n leerling wat ingevolge hierdie bepaling in diens is, moet die duur van sy totale diens in die nywerheid in aanmerking geneem word.

(7) Geen leerling wat kragtens hierdie artikel in diens is, kan sonder goedkeuring van die Raad ontslaan word of sy werkgewer se diens verlaat nie.

(8) By voltooiing van sy leerlingskaptermyn, moet die Raad 'n sertifikaat te dien effekte aan die betrokke leerling uitreik.

17. LOONREGISTERS.

Loonregisters moet deur alle werkgewers op so'n manier opgestel word dat elke besondere afdeling van hul looierye onder afsonderlike hoofde aangedui word; die name van werknemers en alle besonderhede, ten opsigte daarvan vereis, moet onder die regte afdelingshoofde verskyn.

18. KLOMPE, KLERE EN GEREEDSKAP.

(1) Werkgewers moet hul werknemers wat op die kalkterrein en op enige nat werk werksaam is, kosteloos voorsien van voorskote, handskoene, kamaste en een paar waterdigte kloppe, of ander geskikte skoel van so'n aard dat dit die voete minstens vier maande voldoende beskerm en moet dit wanneer dit in 'n verslete toestand teruggegee word, weer deur nuwes vervang.

(2) Werkgewers moet aan werknemers wat spuitwerk verrig en op basmeulens werk, kosteloos van behoorlike maskers voorsien.

(3) Alle gereedskap moet kosteloos deur die werkgewer verskaf word.

19. VERTEENWOORDIGERS VAN VAKVERENIGINGS OP DIE RAAD.

Werkgewers moet aan enigeen van hul werknemers, wat 'n verteenwoordiger op die Raad, Uitvoerende Komitee of 'n Distrikskomitee is, alle fasiliteite verleen om sy pligte in verband met die werk van sodanige liggame te vervul.

20. TOEPASSING VAN OOREENKOMS.

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

21. VRYSTELLINGS.

(1) Die Raad of Uitvoerende Komitee kan op aanbeveling van 'n Distrikskomitee, of uit eie beweging vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms om enige goeie en voldoende rede aan, of ten opsigte van, enige persoon verleen.

(2) The Council or Executive 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 the Council or Executive may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption.

(3) The Secretary of the Council or Executive shall issue to every person granted exemption, a licence signed by him setting out—

- (a) the full name of the person concerned;
 - (b) the provisions of the Agreement from which exemption is granted;
 - (c) the conditions subject to which such exemption is granted; and
 - (d) the period during which exemption shall operate.
- (4) The Secretary of the Council or Executive 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.

(5) No exemption from the provisions of paragraph (d) of subsection (1) of section 6 of this Agreement shall be granted under this section to or in respect of any female employee engaged in manual work, except for the purpose of performing work—

- (a) which is necessitated by an emergency; or
- (b) which is necessary to prevent loss of raw materials in the course of treatment which are subject to rapid deterioration.

22. PERSONS UNDER 15 YEARS OF AGE.

No person under 15 years of age shall be employed in the industry.

23. AGENTS.

The Council shall appoint one or more persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer to permit such persons to enter his establishment and to institute such inquiries and to examine such documents, books, wage sheets, pay envelopes and pay tickets and to interrogate such individuals as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed.

24. EMPLOYMENT OF MEMBERS OF TRADE UNION.

(1) Preferential treatment in the matter of employment shall be given to members of the trade unions, and officials of the trade unions shall be given every reasonable facility by employers to organise employees (other than an apprentice).

(2) The members of the trade unions in each establishment shall have the right to appoint one or more shop stewards and/or a shop committee from amongst themselves, in accordance with any provisions for the appointment of shop stewards and shop committees in the constitution of the trade union concerned and the employer concerned shall accord full recognition to such shop stewards and shop committee and provide reasonable facilities for meetings thereof, and consultations therewith on matters relating to disagreement and to the working conditions of the employees generally.

(3) Upon being requested in writing by an employee to do so, an employer shall deduct from the wages of that employee the amount of the employee's trade union subscription and hand it to the official appointed by the trade union to receive it.

ANNEXURE A.

NATIONAL INDUSTRIAL COUNCIL OF THE LEATHER INDUSTRY OF SOUTH AFRICA.

SERVICE CERTIFICATE.

No. of Certificate.....

Section of the Industry.....
Name and address of employer.....

I hereby certify that the undermentioned person was employed by me and that the particulars detailed hereunder are correct:—

1. Surname (or native name)..... Fund No.....
2. Christian names..... Tax No. (N).....
3. Address.....
4. Date of birth..... Sex..... Race.....
5. Operations.....
6. Wage paid at date of leaving.....
Wage group (a) S.F..... (b) P.F.....
7. Date of entering service.....
8. Date of leaving service.....
9. Whether left of own accord: (Yes/No).....
10. Date of last increase in terms of Agreement.....
11. The number of the certificate of service issued by previous employer..... (insert name)
was.....
12. Sick fund:—
(a) No. of contributions to date.....
(b) Benefit accrued to date..... hours.

Issued at..... day of..... 19.....
this..... day of..... 19.....

Signature of Employer/Secretary.

N.B.—Refer to section 13 (1).

(2) Die Raad of Uitvoerende Komitee moet t.o.v. elke persoon aan wie vrystelling verleen word, die voorwaardes waarop en die termyn waarvoor die vrystelling verleen word, vasstel; met dien verstande dat die Raad of Uitvoerende Komitee na goeëddunke en nadat een week skriftelik kennis aan die betrokke persone gegee is, 'n vrystellingsertifikaat kan intrek.

(3) Die Sekretaris van die Raad of Uitvoerende Komitee moet aan elke persoon aan wie vrystelling verleen word, 'n sertifikaat uitreik wat deur hom onderteken is en waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
 - (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
 - (c) die voorwaardes waarop die vrystelling verleen word; en
 - (d) die termyn waarvoor die vrystelling geldig is.
4. Die Sekretaris van die Raad of Uitvoerende Komitee moet—
- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
 - (b) 'n afskrif hou van elke sertifikaat wat uitgereik word; en
 - (c) indien vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

5. Geen vrystelling van die bepalings van paragraaf (d) van subartikel (1) van artikel 6 van hierdie Ooreenkoms word aan of t.o.v. 'n vroulike werknemer verleen wat in diens is vir hande-arbeid nie, behalwe vir die doel om werk te doen—

- (a) wat deur 'n noodgeval veroorsaak word; of
- (b) wat nodig is om die verlies van grondstowwe wat vinnig bederf en wat juis prosesbewerk word, te voorkom.

22. PERSONE ONDER 15 JAAR.

Geen persoon onder 15 jaar mag in die nywerheid in diens wees nie.

23. AGENTE.

Die Raad moet een of meer persone aanstel om by die toepassing van die bepalings van hierdie Ooreenkoms as agente behulpzaam te wees. Elke werkgewer is verplig om dié persone toe te laat om sy inrigting te betree en om die navrae te doen en om die geskrifte, boeke, loonstate, betaalkoeverte en betaalkaarte te ondersoek en om die individue te ondervra wat nodig mag wees ten einde vas te stel of aan die bepalings van hierdie Ooreenkoms voldoen word.

24. IN DIENS HÊ VAN LEDE VAN VAKVERENIGING.

1. Aan lede van die vakverenigings moet voorkeur by indiens-neming gegee word en aan amptenare van die vakverenigings moet alle redelike fasiliteite deur werkgewers verleen word om werknemers (behalwe vakleerlinge) te organiseer.

2. Die lede van vakverenigings in elke inrigting het die reg om een of meer werkwinkelvertegenwoordigers en/of 'n werkwinkelkomitee uit hul midde aan te stel ooreenkomstig bepalings vir die aanstelling van werkwinkelvertegenwoordigers en werkwinkelkomitees vervat in die konstitusie van die betrokke vakvereniging en die betrokke werkgewer moet volle erkenning aan dié werkwinkelvertegenwoordigers of werkwinkelkomitee verleen en alle redelike fasiliteite verskaf vir sy vergaderings en raadplegings oor sake betreffende geskille en diensvoorwaardes van die werknemers oor die algemeen.

3. As 'n werknemer dit skriftelik versoek, moet 'n werkgewer van die loon van dié werknemer die werknemer se ledesgeld vir die vakvereniging aftrek en dit oorhandig aan die persoon wat deur die vakvereniging aangestel is om dit te ontvang.

AANHANGSEL A.

NASIONALE NYWERHEIDSRaad VIR DIE LEER-NYWERHEID VAN SUID-AFRIKA.

DIENSSERTIFIKAAT.

No. van sertifikaat.....

Afdeling van nywerheid.....
Naam en adres van werkgewer.....

Hierby sertifiseer ek dat ondervermelde persoon by my in diens was en dat die besonderhede wat hier volg, juis is:—

1. Familienaam (of Naturellenaam)..... Fondsnommer.....
2. Voorname..... Belastingno. (N).....
3. Adres.....
4. Geboortedatum..... Geslag..... Ras.....
5. Werksaamhede.....
6. Loon betaal op datum van uitdienstreding.....
Loongroep: (a) S.F..... (b) P.F.....
7. Datum van indienstreding.....
8. Datum van uitdienstreding.....
9. Diens uit eie beweging verlaat: (Ja/Nee).....
10. Datum van laaste verhoging ingevolge Ooreenkoms.....
11. Die nommer van die dienssertifikaat uitgereik deur die vorige werkgewer (vermeld naam).....
was.....
12. Siektfonds:—
(a) Getal bydraes tot op hede.....
(b) Bystand opgeloopt tot op hede.....

Uitgereik te..... dag van..... 19.....
hede die..... dag van..... 19.....

Handtekening van werkgewer/sekretaris.

L.W.—Sien artikel 13 (1).

ANNEXURE B.
[Vide Section 14 (4).]

DIFFERENTIAL WAGE BOOK.

No. _____

Week ending _____		Name _____							
Day.	Operation.	Time Started.	Time Finished.	Total Time.	Rate per Hour.	Wages Payable.	Initials.		REMARKS.
		Hrs. Mins.	Hrs. Mins.	Hrs. Mins.		£ s. d.	Foreman.	Operator.	

TOTAL WAGES EARNED..... £ _____

NOTE.—Entries must be made in ink or indelible pencil. Foreman and operator must sign for actual time worked on each operation.

AANHANGSEL B.
[Sien Artikel 14 (4).]

BOEK VIR DIFFERENSIËLE LONE.

No. _____

Week geëindig _____		Naam _____							
Dag.	Werk-saamheid.	Tyd begin.	Tyd-gestaak.	Totale tyd.	Skaal per uur.	Lone betaalbaar.	Parawe.		OPMERKINGS.
		Uur. Min.	Uur. Min.	Uur. Min.		£ s. d.	Voorman.	Werknemer.	

TOTAAL VAN LONE VERDIEN..... £ _____

L.W.—Inskrywings moet met ink of inktlood gedoen word. Voorman en werknemer moet teken vir die werklike tyd wat aan elke werksaamheid bestee is.

This Agreement signed on behalf of the parties on this 30th day of January, 1951.

J. C. HILL,
Member of the Council.
A. VAN DEN BERG,
Member of the Council.
ALAN DE KOCK,
General Secretary of the Council.

Hierdie Ooreenkoms namens die partye onderteken hede, die 30ste dag van Januarie 1951.

J. C. HILL,
Lid van die Raad.
A. VAN DEN BERG,
Lid van die Raad.
ALAN DE KOCK,
Algemene Sekretaris van die Raad.

★ No. 967.] [20 April 1951.
FACTORIES, MACHINERY AND BUILDING WORK
ACT, 1941.
LEATHER INDUSTRY, UNION OF SOUTH AFRICA.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, hereby, in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice, relating to the Tanning Section of the Leather Industry, published under Government Notice No. 966 of the 20th April, 1951, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

★ No. 967.] [20 April 1951.
WET OP FABRIEKE, MASJINERIE EN BOUWERK,
1941.
LEERNYWERHEID, UNIE VAN SUID-AFRIKA.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, handelende kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Leerlooi-afdeling van die Leernywerheid, bekendgemaak by Goewermentskennisgewing No. 966 van 20 April 1951, nie vir die persone wie se werkure daarby gereël word minder gunstig as die ooreenstemmende bepalings van genoemde Wet is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

Buy Union Loan Certificates
Koop Unie-leningcertifikate

BILL

To make provision for the separate representation in Parliament and in the provincial council of the province of the Cape of Good Hope of Europeans and non-Europeans in that province, and to that end to amend the law relating to the registration of Europeans and non-Europeans as voters for Parliament and for the said provincial council; to amend the law relating to the registration of non-Europeans and natives in the province of Natal as voters for Parliament and for the provincial council of Natal; to establish a Board for Coloured Affairs; and to provide for matters incidental thereto.

(Introduced by the MINISTER OF THE INTERIOR.)

BE IT ENACTED by the King's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa as follows:—

PRELIMINARY.

Definitions.

1. In this Act—
 - (i) "Minister" means the Minister of the Interior; (iii) 5
 - (ii) "non-European" means a person who is not a white person and who is not a native for the purposes of the Representation of Natives Act, 1936 (Act No. 12 of 1936); (iv) 10
 - (iii) "prescribed" means prescribed by regulation made under the principal Act; (v)
 - (iv) "principal Act" means the Electoral Consolidation Act, 1946 (Act No. 46 of 1946); (ii)
 - (v) "white person" means a person who in appearance obviously is, or who is generally accepted as a white person, but does not include a person, who, although in appearance obviously a white person, is generally accepted as a non-European. (i) 15

SEPARATE REGISTRATION OF EUROPEAN AND NON-EUROPEAN VOTERS IN THE PROVINCE OF THE CAPE OF GOOD HOPE.

The Cape Coloured voters' list.

2. (1) As soon as possible after the date of commencement of this Act, the Minister shall cause a register (hereinafter referred to as the Cape Coloured voters' list) to be compiled.
- (2) Save as hereinafter in this section provided, the Cape Coloured voters' list shall include all the names of non-Europeans, which at the aforesaid date are included in lists then valid according to the provisions of the principal Act, of persons qualified to vote in the province of the Cape of Good Hope at elections of members of the House of Assembly. 25
- (3) All non-Europeans whose names are not included in the lists referred to in sub-section (2) and who are qualified in terms of section four of the principal Act shall, upon application in the prescribed manner, be entitled to be registered in the Cape Coloured voters' list. 30
- (4) The removal of the name of any non-European from the Cape Coloured voters' list, on the ground that he is not qualified in terms of section four aforesaid, shall take place on objection duly made, in accordance with the prescribed procedure.
- (5) The Minister shall cause the Cape Coloured voters' list to be divided— 40
 - (a) into four parts, one for each electoral division (hereinafter called a Union electoral division), as determined under the provisions of paragraph (a) of sub-section (2) of section six, for the House of Assembly; 45
 - (b) into two parts, one for each electoral division (hereinafter called a provincial electoral division), as determined under the provisions of paragraph (b) of sub-section (2) of section six, for the provincial council of the province of the Cape of Good Hope. 50
- (6) Each part of the Cape Coloured voters' list, as determined under sub-section (5), shall contain the names of persons registered in the said list who reside in the electoral division to which that part relates.