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19 OKTOBER

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[No. 356]

GOVERNMENT NOTICE.

DEPARTMENT OF LABOUR.

No. 1710.] [19 October 1962.
INDUSTRIAL CONCILIATION ACT, 1956.

LAUNDRY, DRY CLEANING AND DYEING TRADE
(TRANSVAAL).—CONTINGENCY FUND
AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN,
Deputy-Minister of Labour, do hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Laundry, Dry Cleaning and Dyeing Trade (Transvaal) shall be binding from the third Monday after the date of publication of this notice and for the period ending the 22nd May, 1966, upon the employers' organisations and the trade unions which entered into the said Agreement and upon the employers and employees who are members of the said organisations or unions;
- (b) in terms of paragraph (b) of sub-section (1) of section forty-eight of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 2 and 13, shall be binding from the third Monday after the date of publication of this notice and for the period ending the 22nd May, 1966, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the Municipal Area of Johannesburg;
- (c) in terms of paragraph (a) of sub-section (3) of section forty-eight of the said Act, declare that in the Municipal Area of Johannesburg, and from the third Monday after the date of publication of this notice and for the period ending the 22nd May, 1966, the provisions of the said Agreement, excluding those contained in clauses 2 and 13, shall *mutatis mutandis* be binding upon all Natives employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Natives in their employ.

M. VILJOEN,
Deputy-Minister of Labour.

GOEWERMENTSKENNISGEWING.

DEPARTEMENT VAN ARBEID

No. 1710.] [19 Oktober 1962.
WET OP NYWERHEIDSVERSOENING, 1956.

WASSERY-, DROOGSKOONMAAK- EN KLEUR-
BEDRYF (TRANSVAAL).—GEBEURLIKHEIDS-
FONDSOORENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), betrekking het, vanaf die derde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Mei 1966 eindig, bindend is vir die werkgewersorganisasies en die vakverenigings wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vakverenigings is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel agt-en-veertig van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 en 13, vanaf die derde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Mei 1966 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die munisipale gebied van Johannesburg;
- (c) kragtens paragraaf (a) van subartikel (3) van artikel agt-en-veertig van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 2 en 13, vanaf die derde Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Mei 1966 eindig, in die munisipale gebied van Johannesburg *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Naturelle in hul diens.

M. VILJOEN,
Adjunk-minister van Arbeid.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE LAUNDRY, DRY CLEANING AND DYEING TRADE (TVL).

CONTINGENCY FUND AGREEMENT

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

Transvaal Launderers', Cleaners' and Dyers' Association
and

Johannesburg Dry Cleaners' and Dyers' Association
(hereinafter called the "employers" or "employers' organisations"), of the one part, and the

National Union of Laundering, Cleaning and Dyeing Workers
and

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hereinafter called "the employees" or "the trade unions"), of the other part.

being the parties to the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Municipal Area of Johannesburg by all employers who are members of the employers' organisations and are engaged in the Laundry, Dry Cleaning and Dyeing Trade, and by all employees who are members of the trade unions and are employed in the said trade and for whom minimum wages are prescribed in any Agreement of the Council which has been declared binding under the Act and who are in receipt of a wage not exceeding R130 (one hundred and thirty rand) per month.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on such date as may be specified by the Minister of Labour and shall remain in force for the period ending the 22nd May, 1966, or for such period as the Minister may decide.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in the Act; and, unless inconsistent with the context, terms which have already been defined in any Agreement of the Council in which minimum wages are prescribed and which has been declared binding under the Act shall have the same meaning in this Agreement. A reference to an Act shall include any amendment 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, 1956;

"casual employee" means an employee who is employed by the same employer for not more than two days in any one week;

"Council" means the Industrial Council for the Laundry, Dry Cleaning and Dyeing Trade (Transvaal), registered or deemed to be registered in terms of the Industrial Conciliation Act, 1956;

"fund" means the Society known as the Transvaal Laundry, and Dry Cleaning Workers' Contingency Fund;

"Management committee" or "committee" means the committee appointed to administer the fund in accordance with the provisions of clause 4 of this Agreement;

"Minister" means the Minister of Labour;

"Trade" or "Laundry, Dry Cleaning and Dyeing Trade" means, without in any way limiting the ordinary meaning of the expression, the trade carried on in establishments where articles are laundered, cleaned or dyed to the order of customers, and shall include depots where such articles are received in order to be laundered, cleaned or dyed to the order of customers, but excludes the dyeing of fur pelts;

"wage" means the consolidated wage (i.e. the basic wage plus cost-of-living allowance) payable to an employee in money in respect of his ordinary hours of work, or such higher amount as an employer regularly pays an employee in respect of his ordinary hours of work, but excludes an incentive bonus or commission.

4. ADMINISTRATION OF THE FUND.

(1) There is hereby established a contingency fund for the purpose of furthering the objects set out in clause 5 of this Agreement, to be known as the Transvaal Laundry and Dry Cleaning Workers' Contingency Fund in this Agreement referred to as the "fund".

(2) The fund shall be financed out of contributions referred to in clause 7 of this Agreement.

(3) The affairs of the fund shall be administered by a management committee appointed by the Council and consisting of the following:—

(a) In the event of the chairman of the Council being an independent person, the chairman and the two vice-chairmen of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.

BYLAE.

NYWERHEIDSRAAD VIR DIE WASSERY-, DROOGSKOON-MAAK- EN KLEURBEDRYF (TVL).

GEBEURLIKHEIDSFONDSOOREENKOMS.

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

Transvaal Launderers', Cleaners' and Dyers' Association
en

Johannesburg Dry Cleaners' and Dyers' Association
(hieronder die "werkgewers" of "werkgewersorganisasies" genoem), aan die een kant, en die

National Union of Laundering, Cleaning and Dyeing Workers
en

Laundry, Cleaning and Dyeing Workers' Union of South Africa
(hieronder die "werknemers" of die "Vakverenigings" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet nagekom word in die munisipale gebied van Johannesburg deur alle werkgewers wat lede van die Vakverenigings is en by die Wassery-, Droogskoonmaak- en Kleurbedryf betrokke is, en deur alle werknemers wat lede van die Vakverenigings is en in genoemde bedryf werksaam is en vir wie minimum lone in 'n ooreenkoms van die Raad voorgeskryf word, wat kragtens die Wet bindend verklaar is, en wat 'n loon van hoogstens R130 (eenhonderd-en-dertig rand) per maand ontvang.

2. GELDIGHEDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die Minister van Arbeid bepaal mag word en bly van krag vir die tydperk wat op 22 Mei 1966 eindig of vir dié tydperk waarop die Minister mag besluit.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in die Wet, en, tensy onbestaanbaar met die sinsverband, het uitdrukkings wat reeds omskryf is in enige ooreenkoms van die Raad waarin minimum lone voorgeskryf word en wat kragtens die Wet verklaar is, dieselfde betekenis in hierdie Ooreenkoms. Waar 'n Wet vermeld word, omvat dit alle wysigings van sodanige Wet; en, tensy die teenoorgestelde bedoeling blyk, word daar met woorde wat die manlike geslag aandui, ook vroue bedoel; voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956;

"'n werknemer" 'n werknemer wat op hoogstens twee dae in 'n week by dieselfde werkgever in diens is;

"Raad" die Nywerheidsraad vir die Wassery-, Droogskoonmaak- en Kleurbedryf (Transvaal), wat kragtens die Wet op Nywerheidsversoening, 1956, geregistreer is of wat geag word daarkragtens geregistreer te wees;

"fonds" die vereniging bekend as die Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal;

"bestuurskomitee" of "komitee" die komitee wat aangestel is om die fonds ooreenkomstig die bepalings van klousule 4 van hierdie Ooreenkoms te administreer;

"Minister" die Minister van Arbeid;

"Bedryf" of "Wassery-, Droogskoonmaak- en Kleurbedryf", sonder om die gewone betekenis van die uitdrukking enigerwyse te beperk, die bedryf wat uitgeoefen word in bedryfsinrigtings waar artikels volgens bestelling van klante gewas, skoongemaak of gekleur word, en omvat depots waar sulke artikels ontvang word ten einde dit volgens die bestelling van klante te was, skoon te maak of te kleur, maar sluit nie die kleur van pelsvelle in nie;

"loon" die gekonsolideerde loon (d.w.s. die basiese loon plus lewenskostoelae) in kontant aan 'n werknemer betaalbaar ten opsigte van sy gewone werkure, of dié hoër bedrag wat 'n werkgever gereeld aan 'n werknemer ten opsigte van sy gewone werkure betaal, maar sluit nie 'n aansporingsbonus of kommissie in nie.

4. ADMINISTRASIE VAN DIE FONDS.

(1) Hierby word 'n gebeurlikheidsfonds gestig om die doelstellings in klousule 5 van hierdie Ooreenkoms gemeld, te verwesenlik en wat bekend sal staan as die "Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal", in hierdie Ooreenkoms die "fonds" genoem.

(2) Die fonds word gefinansier uit bydraes in klousule 7 van hierdie Ooreenkoms gemeld.

(3) Die sake van die fonds word geadminestreer deur 'n bestuurskomitee wat deur die Raad aangestel word en uit die volgende bestaan:—

(a) Ingeval die voorsitter van die Raad buite die bedryf staan, die voorsitter en die twee ondervoorsitters van die Raad, plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers in die Raad, wat onderskeidelik of hoofverteenwoordigers of plaasvervangers van sodanige werkgewers en werknemers mag wees.

- (b) In the event of the chairman of the Council being a representative of the employers or employees, the chairman and the vice-chairman of the Council plus two additional representatives of the employers on the Council and two representatives of the employees thereon, who may be either principal representatives or alternates of such employers and employees, respectively.
- (c) The chairman and vice-chairman (or vice-chairmen, as the case may be) of the Council shall occupy these posts also on the management committee. In the event of the chairman being an independent person, he shall not be entitled to vote at meetings of the committee.
- (d) The council may appoint from amongst its principal or alternate representatives up to a total of six alternate members of the management committee, provided that for each alternate member of the committee who is a representative or alternate of the employers on the Council, the Council shall appoint one alternate member who is a representative or alternate of the employees on the Council, and vice-versa.
- (e) In the event of any member of the management committee ceasing to be a member of the Council for any reason, he shall [subject to the provisions of sub-clause (2) of clause 11] also cease to be a member of the committee.
- (f) Subject to the provisions of sub-clause (2) of clause 11 and of sub-clauses (a), (b), (c) and (d) of this clause, any vacancy which may occur in the committee shall be filled by the Council.
- (4) Subject to the provisions of the Act and of this Agreement, the Council shall adopt a constitution for the administration of the fund, such contribution to contain provisions in respect of the following matters:—
 - (a) The head-quarters of the fund;
 - (b) the powers and duties of the presiding officer;
 - (c) the powers and duties of the management committee, which shall include the power to appoint a Secretary and employ such additional staff as may be deemed desirable in the interests of the fund, and to determine their duties and conditions of employment;
 - (d) the holding of meetings of the management committee, including provisions relating to a quorum for and the frequency of meetings, the holding of special meetings and the voting procedure at meetings;
 - (e) the settlement of disputes between members of the fund and the management committee, and the handling of complaints lodged by members.
- (5) The constitution referred to in sub-clause (4) of this clause may also contain provisions for the detailed administration of the fund and such further matters as may be deemed desirable.
- (6) The constitution of the fund may be amended by the Council at any time.
- (7) Two copies of the constitution of the fund and of all amendments thereto shall be lodged with the Secretary for Labour, Pretoria.
- (8) Should at any time a dispute arise as to the provisions of the constitution of the fund or the administration of the fund in regard to which members of the management committee are equally divided, the matter shall be referred to the Council, and failing a settlement by the Council the latter shall consider the question of arbitration in terms of its constitution.

5. OBJECTS OF THE FUND.

The objects of the fund shall be:—

- (a) To raise funds—
 - (i) by contributions from employees and employers as provided in clause 7 of this Agreement; and
 - (ii) by such other means as the management committee may deem desirable having regard to the purposes of the fund.
- (b) To provide members of the fund with such benefits as are laid down in this Agreement.

6. MEMBERSHIP OF THE FUND.

Every employee who is employed in the Trade and who is covered by this Agreement shall be a member of this fund, provided that casual employees and employees in receipt of a wage exceeding R130 (one hundred and thirty rand) per month shall not be eligible for membership.

7. CONTRIBUTIONS.

(1) For the purpose of the fund each employer shall on each pay day, as from the first pay day after this Agreement comes into operation, deduct from the wages of each employee covered by this Agreement and who has worked in any week, an amount of one cent per week.

(2) Deductions shall be made from payments received by an employee for periods of paid leave of absence and paid holidays as though the employee concerned were present at work in the normal way.

(3) The total amount so deducted from employees, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the fund on or before the 7th day of the month succeeding the month during which the deductions were made or required to be made together with a statement showing the number and names of employees from whom deductions were made or required to be made.

- (b) Ingeval die voorsitter van die Raad 'n verteenwoordiger van die werkgewers of werknemers is, die voorsitter en die ondervoorsitter van die Raad, plus twee addisionele verteenwoordigers van die werkgewers in die Raad en twee verteenwoordigers van die werknemers daarin, wat onderskeidelik of hoofverteenwoordigers of plaasvervangers van sodanige werkgewers en werknemers mag wees.
- (c) Die voorsitter en ondervoorsitter (of ondervoorsitters, na gelang van die geval) van die Raad beklee hierdie poste ook in die bestuurskomitee. Ingeval die voorsitter buite die bedryf staan, is hy nie geregtig om op vergaderings van die komitee te stem nie.
- (d) Die Raad mag vanuit sy hoof- of plaasvervangerverteenwoordigers tot ses plaasvervangerlede van die bestuurskomitee aanstel; met dien verstande dat die Raad vir elke plaasvervangerlid van die komitee wat 'n verteenwoordiger of plaasvervanger van die werkgewers in die Raad is, een plaasvervangerlid moet aanstel wat 'n verteenwoordiger of plaasvervanger van die werknemers in die Raad is, en omgekeerd.
- (e) Ingeval 'n lid van die bestuurskomitee om die een of ander rede ophou om 'n lid van die Raad te wees, moet hy, [behoudens die bepalings van subklousule (2) van klousule 11] ook ophou om 'n lid van die komitee te wees.
- (f) Behoudens die bepalings van subklousule (2) van klousule 11 en van subklousules (a), (b), (c) en (d) van hierdie klousule, word enige vakature wat in die komitee mag ontstaan, deur die Raad gevul.
- (4) Behoudens die bepalings van die Wet en van hierdie Ooreenkoms, moet die Raad 'n konstitusie aanneem vir die administrasie van die fonds en hierdie konstitusie moet bepalings ten opsigte van die volgende sake bevat:—
 - (a) Die hoofkantoor van die fonds.
 - (b) Die bevoegdheide en pligte van die voorsittende beampte.
 - (c) Die bevoegdheide en pligte van die bestuurskomitee, wat die bevoegdheid moet insluit om 'n Sekretaris aan te stel en sulke bykomende personeel in diens te neem as wat wenslik geag mag word in die belange van die fonds, en om hul pligte en diensvoorwaardes vas te stel.
 - (d) Die hou van vergaderings van die bestuurskomitee, met inbegrip van bepalings betreffende 'n kworum vir en die frekwensie van vergaderings, die hou van spesiale vergaderings en die stemprosedure by vergaderings.
 - (e) Die beslegting van geskille tussen lede van die fonds en die bestuurskomitee, en die hantering van klagtes wat deur lede ingedien word.
- (5) Die konstitusie in subklousule (4) van hierdie klousule gemeld, mag ook bepalings bevat t.o.v. die besonderhede betreffende die administrasie van die fonds en sulke verdere sake as wat wenslik geag mag word.
- (6) Die konstitusie van die fonds mag te eniger tyd deur die Raad gewysig word.
- (7) Twee kopieë van die konstitusie van die fonds en van alle wysigings daarvan moet by die Sekretaris van Arbeid, Pretoria, ingedien word.
- (8) As daar te eniger tyd 'n geskil mag ontstaan betreffende die bepalings van die konstitusie van die fonds of die administrasie van die fonds ten opsigte waarvan daar 'n staking van stemme by lede van die bestuurskomitee voorkom, moet die saak na die Raad verwys word en indien die Raad nie in staat is om dit te besleg nie, moet laasgenoemde die kwessie van arbitrasie ooreenkomstig sy konstitusie oorweeg.

5. DOELSTELLINGS VAN DIE FONDS.

Die doelstellings van die fonds is soos volg:—

- (a) Om die fondse te verkry—
 - (i) deur bydraes van werknemers en werkgewers soos in klousule 7 van hierdie Ooreenkoms bepaal; en
 - (ii) op die ander wyse wat die bestuurskomitee wenslik mag ag, met inagneming van die doel van die fonds.
- (b) Om lede van die fonds van sulke voordele te voorsien as wat in klousule 8 van hierdie Ooreenkoms bepaal word.

6. LIDMAATSKAP VAN DIE FONDS.

Elke werknemer wat in die Bedryf in diens is en deur hierdie Ooreenkoms gedek word, is 'n lid van hierdie fonds: Met dien verstande dat los werknemers en werknemers wat 'n hoër loon as R130 (eenhonderd-en-dertig rand) per maand ontvang, nie aanspraak op lidmaatskap het nie.

7. BYDRAES.

(1) Vir die doel van die fonds moet elke werkgewer op elke betaaldag, vanaf die eerste betaaldag na hierdie Ooreenkoms in werking tree, van die loon van elke werknemer wat deur hierdie Ooreenkoms gedek word en wat in enige week gewerk het, 'n bedrag van een sent per week aftrek.

(2) Bedrae moet afgetrek word van betalings deur 'n werknemer ontvang vir betaalde afwesigheidsverlof en betaalde vakansiedae, asof die betrokke werknemer op die gewone wyse in sy werk was.

(3) Die totale bedrag aldus van werknemers afgetrek, moet saam met 'n gelyke bedrag wat deur die werkgewer bygedra moet word, voor of op die sewende dag van die maand wat volg op die maand waarin die bedrae afgetrek is of afgetrek moes word, deur laasgenoemde aan die Sekretaris van die fonds gestuur word, saam met 'n staat wat die getal en die name van werknemers aantoon van wie bedrae afgetrek is of afgetrek moes word.

8. BENEFITS.

Subject to the provisions set out in sub-clauses (1) (2) and (3) of clause 10 of this Agreement, the minimum benefits to which members shall be entitled shall be as follows:—

- (1) A member who has made not less than thirteen consecutive weekly payments to the fund in terms of clause 7 of this Agreement and who, as a result of the sequestration of the estate of the person or liquidation of the company employing such member, or as a result of the disappearance of such member's employer, has lost, either in full or in part, his wages for the last week's employment with such employer, and/or his leave remuneration and/or pro-rata leave remuneration for the last 15 (fifteen) months' employment with such employer, to which such member has become entitled in terms of the relevant wage regulating instrument in force at the time, shall upon verification by the fund of the amount of the loss or losses so suffered by such member, be paid an amount equivalent to two-thirds of such loss or losses.
- (2) In the event of the death of a member who has made not less than thirteen consecutive weekly payments to the fund in terms of clause 7 of this Agreement, a sum of R30 (thirty rand) will be paid to such person as satisfies the Secretary of the fund that he has paid or has undertaken to pay or is responsible for the costs of the funeral arrangements of such deceased member; provided that no claim under this sub-clause shall be valid unless it is submitted to the fund within a period of six months after the death of the member concerned.
- (3) Notwithstanding the provisions of sub-clauses (1), (2) and (4) of this clause, the management committee may, if in its opinion the resources of the fund justify it and subject to sub-clauses (1) and (2) of clause 10 of this Agreement, by resolution, for any period specified by it or until further resolution, relax any of the qualifying conditions or waive or modify any of the limitations or restrictions, or extend or increase the minimum benefits in this clause contained, and during the period of operation of any such resolution all members qualifying in terms thereof shall be entitled to the benefits of any such relaxation, waiver, modification, extension or increase.
- (4) A member shall cease to be entitled to any benefits as from the date he ceases to qualify for membership of the fund for any reason.

9. CESSION BY MEMBERS.

Every member who has received a benefit from the fund such as is prescribed in clause 8 (1) hereof, shall, at the time of receipt of the said benefit, sign a form of cession in favour of the fund, in the following terms:—

"I, the undersigned, (insert full name of the recipient) hereby cede, assign, transfer and make over all my right, title and interest in and to any claim or claims which I may have against and/or moneys owing to me by (insert the name of the relevant estate, company or employer) to and in favour of the Transvaal Laundry and Dry Cleaning Workers' Contingency Fund; provided that in the event of the amount received by the said fund in terms of this cession being greater than the amount paid to me in terms of clause 8 (1) of the Contingency Fund Agreement, which latter amount I hereby acknowledge to be R..... (insert amount in figures and repeat it in words), I hereby request the said fund to pay the difference between these two amounts to me in due course.

Signed.....

As Witnesses:

1.
2.

10. FINANCIAL CONTROL.

(1) Payment of benefits as set out in clause 8 of this Agreement shall not commence until the sum standing to the credit of the fund has reached the sum of R3,000 (three thousand rand).

(2) Payment of benefits as set out in clause 8 of this Agreement shall be suspended whenever the amount standing to the credit of the fund falls below R1,000 (one thousand rand) and shall not recommence until the sum standing to the credit of the fund has reached the sum of R3,000 (three thousand rand).

(3) (a) The Secretary of the fund shall number consecutively all valid applications for benefits received by him, in the order in which he has received them during the period prior to the commencement of payment of benefits as set out in sub-clause (1) of this clause, or during any period while payment of benefits has been suspended in terms of sub-clause (2) of this clause (hereinafter referred to as the period of suspension of benefits), and shall retain such applications for attention in terms of paragraph (b) of this sub-clause.

(b) Whenever payment of benefits has commenced or has been resumed after a period of suspension of benefits, as set out in sub-clauses (1) and (2) of this clause, priority of payment of claims shall be given to those valid applications which were received during the said period, and the said applications shall be met in the numerical order in which they were received, as referred to in paragraph (a) of this sub-clause.

8. VOORDELE.

Behoudens die bepalinge gemeld in subklousules (1), (2) en (3) van klousule 10 van hierdie Ooreenkoms, is die minimum voordele waarop lede geregtig is, soos volg:—

- (1) 'n Lid wat minstens dertien agtereenvolgende weeklikse betalings ingevolge klousule 7 van hierdie Ooreenkoms aan die fonds gedoen het en wat, as gevolg van die sekwestrasie van die persoon se boedel of likwidasie van die maatskappy by wie sodanige lid in diens is, of as gevolg van die verdwyning van sodanige lid se werkgever, sy loon vir die laaste week se diens by sodanige werkgever, hetsy in die geheel of gedeeltelik, verloor het, en/of sy verlobbesoldiging en/of pro rata-verlobbesoldiging vir die laaste 15 (vyftien) maande diens by sodanige werkgever, waarop sodanige lid kragtens die toepaslike loonreëlings-maatreël wat op daardie tydperk van krag is, geregtig geword het, moet, na verifiëring deur die fonds van die bedrag van die verlies of verliese wat aldus deur sodanige lid gely is, 'n bedrag betaal word gelyk aan twee derdes van sodanige verlies of verliese.
- (2) In die geval van die dood van 'n lid wat minstens dertien agtereenvolgende weeklikse betalings aan die fonds ingevolge klousule 7 van hierdie Ooreenkoms gedoen het, sal 'n bedrag van R30 (dertig rand) aan so 'n persoon betaal word wat die Sekretaris van die fonds oortuig dat hy die koste van die begrafnisreëlings van sodanige afgestorwe lid betaal het of onderneem het om dit te betaal of daarvoor verantwoordelik is; met dien verstande dat geen eis kragtens hierdie subklousule geldig is nie tensy dit binne 'n tydperk van ses maande na die dood van die betrokke lid by die fonds ingedien word.
- (3) Ondanks die bepalinge van subklousules (1), (2) en (4) van hierdie klousule, mag die bestuurskomitee, as die middele van die fonds na sy mening dit regverdig en behoudens subklousules (1) en (2) van klousule 10 van hierdie Ooreenkoms, by besluit vir enige tydperk deur hom bepaal of tot verdere besluit, enigeen van die kwalifiserende voorwaardes verslap of enigeen van die bepalinge of beperkings ter syde stel of verander, of die minimum voordele in hierdie klousule uitbrei of vermeerder, en gedurende die tydperk wat enige sodanige besluit van krag is, is alle lede wat daarkragtens kwalifiseer, geregtig op die voordele van enige sodanige verslapping, tersydestelling, verandering, uitbreiding of vermeerdering.
- (4) 'n Lid hou op om op enige voordele geregtig te wees vanaf die datum waarop hy om enige rede ophou om vir lidmaatskap van die fonds te kwalifiseer.

9. SESSIE DEUR LEDE.

Elke lid wat 'n voordeel van die fonds ontvang het soos in klousule 8 (1) hiervan voorgeskryf, moet, wanneer hy genoemde voordeel ontvang, 'n sessievorm ten gunste van die fonds onderteken wat soos volg lui:—

"Ek die ondergetekende, (vul volle naam van ontvanger in) seeder, vermaak, en maak hierby al my reg, aanspraak en belange in en op enige eis of eise wat ek mag hê teen en/of gelde aan my verskuldig deur (vul die naam van die toepaslike boedel, maatskappy of werkgever in) aan en ten gunste van die Gebeurlikheidsfonds vir die Wassery- en Droogskoonmaakwerkers, Transvaal; met dien verstande dat ingeval die bedrag deur genoemde fonds ingevolge hierdie sessie ontvang, groter is as die bedrag ingevolge klousule 8 (1) van die Gebeurlikheidsfondsooreenkoms aan my betaal, naamlik laasgenoemde bedrag wat ek hierby erken R..... (vul bedrag in syfers in en herhaal dit in woorde) te wees, versoek ek hierby genoemde fonds om die verskil tussen hierdie twee bedrae te geleener tyd aan my uit te betaal.

As getuies:

Onderteken.....

1.
2.

10. BEHEER VAN FINANSIES.

(1) Betaling van voordele soos gemeld in klousule 8 van hierdie Ooreenkoms mag nie 'n aanvang neem voordat die bedrag in die krediet van die fonds die som van R3,000 (drieduisend rand) beloop nie.

(2) Betaling van voordele soos gemeld in klousule 8 van hierdie Ooreenkoms word opgeskort wanneer die bedrag in die krediet van die fonds onderkant R1,000 (eenduisend rand) daal en word nie hervat nie totdat die bedrag in die krediet van die fonds die som van R3,000 (drieduisend rand) beloop nie.

(3) (a) Die Sekretaris van die fonds moet alle geldige aansoeke om voordele wat deur hom ontvang word, agtereenvolgens nommer in die volgorde waarin hy dit ontvang het, gedurende die tydperk voor die aanvang van betaling van voordele soos in subklousule (1) van hierdie klousule gemeld, of gedurende enige tydperk terwyl die betaling van voordele kragtens subklousule (2) van hierdie klousule opgeskort is (hieronder "die tydperk van opskorting van voordele" genoem), en moet sodanige aansoeke hou vir aandel ingevolge paragraaf (b) van hierdie subklousule.

(b) Wanneer die betaling van voordele begin het of hervat is na 'n tydperk van opskorting van voordele, soos in subklousules (1) en (2) van hierdie klousule gemeld, moet voorrang betreffende die uitbetaling van eise gegee word aan daardie geldige aansoeke wat gedurende genoemde tydperk ontvang is, en genoemde aansoeke moet afgehandel word in die numeriese volgorde waarin dit ontvang is, soos in paragraaf (a) van hierdie subklousule gemeld.

(4) A banking account or building society account shall be opened in the name of the fund in which all moneys received by the fund shall be deposited.

(5) All payments by the fund shall be made by cheque or withdrawal form drawn on the banking account or building society account of the fund, except for disbursements from petty cash which shall not exceed R2 (two rand) at a time. Withdrawals for petty cash purposes shall not exceed R10 (ten rand) at a time.

(6) Cheques or withdrawal forms drawn on the banking or building society or on any deposit or investment accounts of the fund shall be signed on behalf of the fund by the same signatories as are authorised by the Industrial Council to sign cheques drawn on the banking account of the Council.

(7) All moneys due to the fund shall be remitted to the Secretary of the fund for deposit in the fund's banking or building society account.

(8) The Secretary of the fund shall have the power to endorse all cheques and other documents on behalf of the fund for deposit in the fund's accounts; provided that he or the management committee shall be entitled to appoint one or more alternates who shall be entitled to make endorsements on behalf of the fund.

(9) All cheques drawn on the fund's banking account shall be made payable to "order", and shall be crossed where circumstances permit.

(10) A public accountant or public accountants shall be appointed by the management committee for the purpose of auditing the accounts of the fund at least once every year.

(11) Not later than the 31st March in each year, the public accountant or public accountants shall prepare or cause to be prepared a statement showing for the period ended 31st December preceding—

(a) all moneys received by the fund under the separate headings in terms of clause 7 of this Agreement and from any other sources;

(b) the expenditure incurred under the separate headings.

(12) The public accountant or public accountants shall also prepare or cause to be prepared a balance sheet showing the assets and liabilities of the fund for the period ended 31st December preceding.

(13) The audited statement and balance sheet, together with the public accountant's or public accountants' report thereon, shall thereafter lie for inspection at the office of the fund and copies thereof shall be transmitted to the Industrial Registrar, Pretoria, within three months of the 31st December each year.

(14) The management committee shall invest any surplus funds in a registered building society or Post Office savings account or in National Savings Certificates.

11. LIQUIDATION OR DISSOLUTION.

(1) 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 committee until such fund be liquidated or be continued in a subsequent agreement.

(2) In the event of the dissolution of the Council or in the event of its ceasing to function during any period in which this Agreement is binding in terms of the Act, the management committee at that time shall continue to administer the fund and the members of the committee existing at that date shall be deemed to be members thereof for such purposes: Provided, however, that any vacancy occurring on the committee may be filled by the Registrar from employers or employees in the Trade, as the case may be, so as to ensure equality of employer and employee representation on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and who shall possess all the powers of the committee for such purposes.

(3) Upon liquidation of the fund in terms of sub-clause (1) above the moneys remaining to the credit of the fund, after the payment of all claims against the fund, including administration and liquidation expenses, shall be paid into the general funds of the Council and if the affairs of the Council have already been wound up and its assets distributed, the balance of the fund shall be distributed as provided for in section thirty-four (4) of the Act as if it formed part of the general funds of the Council.

12. INDEMNITY.

The members of any management committee or of any sub-committee and the offices and employees of the fund shall not be liable for the debts and liabilities of the fund and they are hereby indemnified by the fund against all losses and expenses incurred by them in the bona fide discharge of their duties.

13. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement. It shall be the duty of every employer and every employee to permit such agent or agents, in accordance with the provisions of the Act, to institute such enquiries and to examine and/or seize such books and/or documents and to interrogate such persons as may be necessary for this purpose.

(4) 'n Bankrekening of bouverenigingsrekening moet op die naam van die fonds geopen word, waarin alle gelde deur die fonds ontvang, gedeponeer moet word.

(5) Alle uitbetalings deur die fonds moet per tjek of opvragingsvorm geskied wat getrek word op die bankrekening of bouverenigingsrekening van die fonds, uitgesonderd betalings uit die kleinkas, wat hoogstens R2 (twee rand) op 'n slag mag wees. Opvragings vir kleinkasdoeleindes mag hoogstens R10 (tien rand) op 'n slag wees.

(6) Tjeks of opvragingsvorme wat getrek word op die bank- of bouvereniging- of op enige deposito- of beleggingsrekenings van die fonds moet namens die fonds geteken word deur dieselfde ondertekenaars wat deur die Nywerheidsraad gemagtig is om tjeks te onderteken wat op die bankrekening van die Raad getrek word.

(7) Alle gelde aan die fonds verskuldig, moet aan die Sekretaris van die fonds gestuur word om in die fonds se bank- of bouverenigingsrekening te deponeer.

(8) Die Sekretaris van die fonds het die bevoegdheid om alle tjeks en ander dokumente namens die fonds te endorseer vir inbetaling op die fonds se rekening; met dien verstande dat hy of die bestuurskomitee daartoe geregtig is om een of meer plaasvervangers aan te stel wat daartoe geregtig moet wees om endossemente namens die fonds te doen.

(9) Alle tjeks wat op die fonds se bankrekening getrek word, moet aan "order" betaalbaar gemaak word en moet, waar omstandighede dit toelaat, gekruis word.

(10) Die bestuurskomitee moet 'n openbare rekenmeester of openbare rekenmeesters aanstel om die rekenings van die fonds minstens een maal elke jaar te auditeer.

(11) Voor of op 31 Maart in elke jaar moet die openbare rekenmeester of openbare rekenmeesters 'n staat opstel of laat opstel om die volgende ten opsigte van die tydperk geëindig die voorafgaande 31 Desember te toon:—

(a) Alle gelde deur die fonds ontvang onder die afsonderlike hoofde ingevolge klousule 7 van hierdie Ooreenkoms en uit enige ander bronne;

(b) die uitgawes onder die afsonderlike hoofde aangegaan.

(12) Die openbare rekenmeester of openbare rekenmeesters moet ook 'n balansstaat opstel of laat opstel wat die bate en laste van die fonds vir die tydperk geëindig die voorafgaande 31 Desember aan te toon.

(13) Die geouditeerde staat en balansstaat, saam met die openbare rekenmeester of openbare rekenmeesters se verslag daarvoor, moet daarna by die kantoor van die fonds ter insae wees en kopieë daarvan moet binne drie maande vanaf 31 Desember in elke jaar aan die Nywerheidsregistrator, Pretoria, gestuur word.

(14) Die bestuurskomitee moet enige surplusfondse op 'n geregistreerde bouvereniging- of pospaarbankrekening of in Nasionale Spaarsertifikate stort.

11. LIKWIDASIE OF ONTBINDING.

(1) Ingeval hierdie Ooreenkoms weens verloop van tyd of om enige ander rede verstryk, moet die komitee voortgaan om die fonds te administreer totdat sodanige fonds gelikwedeer word of in 'n daaropvolgende Ooreenkoms voortgesit word.

(2) Ingeval die Raad ontbind word of ingeval dit ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms kragtens die Wet bindend is, moet die bestuurskomitee wat dan dien, voortgaan om die fonds te administreer, en die lede van die komitee wat op daardie tydstip bestaan, moet vir daardie doeleindes geag word lede daarvan te wees: Met dien verstande egter dat enige vakature wat in die komitee ontstaan, deur die Registrator gevul mag word uit werkgewers of werknemers in die Bedryf, na gelang van die geval, om gelyke verteenwoordiging van werkgewers en werknemers in die komitee te verseker. Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte na te kom of daar 'n dooiepunt daarvoor ontstaan wat die administrasie van die fonds na die mening van die Registrator ondoenlik of onwenslik maak, mag hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en vir daardie doeleinde besit hulle al die bevoegdhede van die komitee.

(3) Wanneer die fonds ooreenkomstig subklousule (1) hierbo gelikwedeer word, moet die gelde wat in die krediet van die fonds bly staan na die uitbetaling van alle eise teen die fonds; met inbegrip van administrasie- en likwidasielaste, op die algemene fondse van die Raad gestort word en indien die sake van die Raad reeds afgehandel en sy bates verdeel is, moet die saldo van die fonds verdeel word soos in artikel vier-en-dertig (4) van die Wet bepaal, asof dit deel van die algemene fondse van die Raad uitgemaak het.

12. VRYWARING.

Die lede van enige bestuurskomitee of enige subkomitee en die beaamptes en werknemers van die fonds is nie aanspreeklik vir die skulde en laste van die fonds nie, en hulle word hierby deur die fonds gevrywaar teen alle verliese en uitgawes deur hulle aangegaan in die bona fide-uitvoering van hul pligte.

13. AGENTE.

Die Raad moet een of meer aangewese persone as agente aanstel om te help met die toepassing van die bepalings van hierdie Ooreenkoms. Dit is die plig van elke werkgewer en elke werknemer om sodanige agent of agente, ooreenkomstig die bepalings van die Wet, toe te laat om dié ondersoeke in te stel en dié boeke en/of dokumente te ondersoek en/of beslag daarop te lê en dié persone te ondervra wat vir hierdie doel nodig mag wees.

14. EXEMPTIONS.

(1) The Council may grant exemption to or in respect of any person from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemptions under the provisions of sub-clause (1) above 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 or persons concerned, withdraw any licence of exemption whether or not the period for which the exemption was granted has expired.

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

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

(4) The Secretary of the Council shall—

- number consecutively all licences issued;
- retain a copy of each licence issued; and
- where an exemption is granted to an employee, forward a copy of the licence of exemption to the employer concerned.

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

(6) The Secretary of the Council shall forward to the Department of Labour a copy of all exemptions granted under this clause.

15. EXHIBITION OF AGREEMENT.

Every employer shall keep a legible copy of this Agreement in both official languages in the form prescribed in the regulations under the Act exhibited in each of his establishments, including receiving depots but excluding vehicles, in a place readily accessible to his employees.

16. ULTRA VIRES.

Should any of the provisions of this Agreement be declared *ultra vires* by any competent court of law, the remaining provisions of this Agreement shall be deemed to be the Agreement and shall remain in force for the unexpired period of this Agreement.

Signed at Johannesburg on behalf of the parties this 30th day of July, 1962, in terms of section thirty-one of the Industrial Conciliation Act, 1956.

JULIUS LEWIN,
Chairman of the Council.

D. WINGROVE,
Vice-Chairman of the Council.

M. KAGAN,
Secretary of the Council.

14. VRYSTELLINGS.

(1) Die Raad mag aan of ten opsigte van enige persoon 'n vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enige persoon aan wie vrystelling kragtens die bepalings van subklousule (1) hierbo verleen is, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk wat so 'n vrystelling van krag sal wees; met dien verstande dat die Raad, as hy dit goedvind, ná een week skriftelike kennisgewing aan die betrokke persoon of persone gegee is, enige vrystellingsertifikaat mag intrek, hetsy die tydperk waarvoor die vrystelling verleen is, verstryk het al dan nie.

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

- Die volle naam van die betrokke persoon;
- die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- die voorwaardes vasgestel ooreenkomstig die bepalings van subklousule (2) hiervan waarop sodanige vrystelling verleen word; en
- die tydperk waarvoor die vrystelling geld.

(4) Die Sekretaris van die Raad moet—

- alle sertifikate wat uitgereik word, agtereenvolgens nummer;
- 'n afskrif van elke lisensie wat uitgereik word, hou; en
- waar 'n vrystelling aan 'n werknemer verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Elke werkgewer en werknemer moet die bepalings van enige vrystellingsertifikaat wat kragtens hierdie klousule uitgereik is, nakom.

(6) Die Sekretaris van die Raad moet aan die Departement van Arbeid 'n afskrif stuur van alle vrystellings wat kragtens hierdie klousule verleen is.

15. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf by die regulasies kragtens die Wet, in elke bedryfsinrigting van hom vertoon hou, met inbegrip van ontvangsdepots maar uitgesonderd voertuie, in 'n plek wat maklik toeganklik vir sy werknemers is.

16. ULTRA VIRES.

As enigeen van die bepalings van hierdie Ooreenkoms deur 'n bevoegde geregshof *ultra vires* verklaar word, word die oorblywende bepalings van hierdie Ooreenkoms geag die Ooreenkoms te wees en bly dit van krag tot die onverstreke tydperk van hierdie Ooreenkoms.

Namens die partye op hede die 30ste dag van Julie 1962, ooreenkomstig artikel een-en-dertig van die Wet op Nywerheids-ersoening, 1956, onderteken.

JULIUS LEWIN,
Voorsitter van die Raad.

D. WINGROVE,
Ondervoorsitter van die Raad.

M. KAGAN,
Sekretaris van die Raad.

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