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GOVERNMENT GAZETTE

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[No. 4719

DEPARTMENT OF THE PRIME MINISTER

DEPARTEMENT VAN DIE EERSTE MINISTER

No. 1056.

26 May 1975.

It is hereby notified that the State President has assented to the following Act which is hereby published for general information:—

No. 46 of 1975: Railways and Harbours Acts Amendment Act, 1975.

No. 1056.

26 Mei 1975.

Hierby word bekend gemaak dat die Staatspresident sy goedkeuring geheg het aan die onderstaande Wet wat hierby ter algemene inligting gepubliseer word:—

No. 46 van 1975: Wysigingswet op Spoorweg- en Hawewette, 1975.

Act No. 46, 1975

RAILWAYS AND HARBOURS ACTS AMENDMENT ACT, 1975.

ACT

To repeal sections 5, 13 and 14 of the Railway Expropriation Act, 1955, to amend section 15 of the said Act and to amend section 2 of the Railways and Harbours Control and Management (Consolidation) Act, 1957, to provide for certain matters connected with the construction or deviation of any railway, the expropriation of land and servitudes for the construction of pipelines for the conveyance of solids, liquids or gases and for certain acts necessary for the purpose of constructing, maintaining, altering or repairing a railway or pipeline; to amend section 38 of the Railways and Harbours Control and Management (Consolidation) Act, 1957, so as to provide for amended rates of compensation for certain stock killed or injured by trains; to amend section 57 of the said Act so as to provide for the appointment of reservists in the South African Railways Police; to amend section 70 of the said Act so as to increase the remuneration for the making and maintenance of firebreaks on land adjoining the railway; to substitute the Third Schedule to the said Act so as to provide for amended rates of compensation in respect of the loss, destruction or deterioration of certain live animals transported by a railway; to insert section 12A in the Railways and Harbours Service Act, 1960, so as to provide for the retirement of a servant prior to the date of his superannuation; to substitute section 14 of the said Act so as to amend the provisions with regard to payment on retirement in lieu of accumulated leave; to amend section 16 of the said Act so as to amend the conditions with regard to the age of retirement of certain servants in the airways department of the Service; to amend section 23 of the said Act so as to amend the designation of the grade of ticket examiner; to amend section 32 of the said Act so as to amend the provision with regard to the validation of certain changes in conditions of employment; to amend section 1 of the Railways and Harbours Pensions Act, 1971, so as to amend the definition of "pay-month" and to insert a new definition "General Manager"; to substitute section 19 of the said Act so that the moneys vested in the Administration in terms of the said section may also be utilized for house ownership scheme loans; to substitute the Schedule to the Second Railway Construction Act, 1971, so as to ratify an amended guarantee agreement between the South African Railways and the Transvaal Coal Owners Association (1923) (Pty.) Ltd. for the construction of a guaranteed line of railway between Ermelo and Broodsnyersplaas; to amend section 1 of the Railways and Harbours Loans Act, 1973, so as to obviate delays in negotiating loan agreements; to provide for the entering into of agreements with the Rhodesia Railways for the working and maintenance of the railway line over Beit Bridge; and to provide for other incidental matters.

(English text signed by the State President.)
(Assented to 22 May 1975.)

WET

Tot herroeping van artikels 5, 13 en 14 van die Spoorwegonteiningswet, 1955, tot wysiging van artikel 15 van gemelde Wet en tot wysiging van artikel 2 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957, om voorsiening te maak vir sekere aangeleenthede wat in verband staan met die aanleg of verlegging van 'n spoorweg, die ont-eiening van grond en serwitute vir die aanlê van pyplyne vir die vervoer van vaste stowwe, vloeistowwe of gasse en vir sekere handeling wat nodig is vir die doel van die aanleg, instandhouding, verandering of herstel van 'n spoorweg of pyplyn; tot wysiging van artikel 38 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957, om voorsiening te maak vir gewysigde skale van vergoeding vir sekere vee wat deur treine gedood of beseer word; tot wysi-ging van artikel 57 van gemelde Wet om voorsiening te maak vir die aanstelling van reserviste in die Suid-Afrikaanse Spoorwegpolisie; tot wysiging van artikel 70 van gemelde Wet om die besoldiging vir die maak en instandhouding van voorbrande op grond wat aan die spoorlyn grens, te verhoog; tot vervanging van die Derde Bylae by gemelde Wet om voorsiening te maak vir gewysigde skale van vergoeding ten opsigte van die verlies, vernietiging of waardevermindering van sekere lewende diere wat oor 'n spoorweg vervoer word; tot invoeging van artikel 12A in die Wet op Spoorweg- en Hawediens, 1960, om voorsiening te maak vir die uitdiens-treding van 'n dienaar voor die datum van sy superannuasie; tot vervanging van artikel 14 van gemelde Wet om die bepa-lings met betrekking tot die betaling by uitdiens-treding in plaas van opgelope verlof, te wysig; tot wysiging van artikel 16 van gemelde Wet om die voorwaardes met betrekking tot die aftreeleeftyd van sekere dienare in die lugdiensdepartement van die Diens te wysig; tot wysiging van artikel 23 van gemelde Wet om die benaming van die graad „kaartjies-ondersoeker” te wysig; tot wysiging van artikel 32 van gemelde Wet om die bepaling met betrekking tot die geldig-verklaring van sekere veranderings in diensvoorwaardes te wysig; tot wysiging van artikel 1 van die Spoorweg- en Hawe-pensioenwet, 1971, om die woordomskriving „betaalmaand” te wysig en om 'n nuwe woordomskriving „Hoofbestuurder” in te voeg; tot vervanging van artikel 19 van gemelde Wet sodat die gelde wat ingevolge bedoelde artikel by die Adminis-trasie berus, ook vir huiseienaarskemenings aangewend kan word; tot vervanging van die Bylae by die Tweede Spoorweg-aanlegwet, 1971, om 'n gewysigde waarborgooreenkoms tussen die Suid-Afrikaanse Spoorweë en die Transvaal Coal Owners Association (1923) (Edms.) Bpk. vir die aanlê van 'n gewaarborgde spoorlyn tussen Ermelo en Broodsnyersplaas te bekragtig; tot wysiging van artikel 1 van die Spoorweg- en Haweleningswet, 1973, om vertragings met die aangaan van leningsooreenkomste te voorkom; om voorsiening te maak vir die aangaan van ooreenkomste met die Rhodesiese Spoorweë vir die bedryf en onderhoud van die spoorlyn oor die Beitbrug; en om vir ander aangeleenthede wat daarmee in verband staan, voorsiening te maak.

(Engelse teks deur die Staatspresident geteken.)
(Goedgekeur op 22 Mei 1975.)

Act No. 46, 1975 RAILWAYS AND HARBOURS ACTS AMENDMENT ACT, 1975.

BE IT ENACTED by the State President, the Senate and the House of Assembly of the Republic of South Africa, as follows:—

Repeal of section 5 of Act 37 of 1955.

1. Section 5 of the Railway Expropriation Act, 1955, is hereby repealed.

Repeal of section 13 of Act 37 of 1955, as amended by section 3 of Act 39 of 1963 and section 1 of Act 32 of 1969.

2. Section 13 of the Railway Expropriation Act, 1955, is hereby repealed.

Repeal of section 14 of Act 37 of 1955, as amended by section 4 of Act 39 of 1963 and section 2 of Act 32 of 1969.

3. Section 14 of the Railway Expropriation Act, 1955, is hereby repealed.

Substitution of section 15 of Act 37 of 1955, as amended by section 10 of Act 6 of 1965.

4. The following section is hereby substituted for section 15 of the Railway Expropriation Act, 1955:

“Penalties. 15. Any person who wilfully obstructs any person doing any of the acts authorized by subsections (7)*ter*, *quat* and *quin* of section 2 of the principal Act, or who wilfully fills up, destroys, damages or displaces any excavation, trench, beacon, mark or weir made or erected under subsection (7)*ter* of section 2 of the principal Act, shall be guilty of an offence and liable on conviction to a fine not exceeding one hundred rand or in default of payment to imprisonment for a period not exceeding six months, or to both such fine and such imprisonment.”.

Amendment of section 2 of Act 70 of 1957, as amended by section 1 of Act 4 of 1958, section 3 of Act 7 of 1963, section 5 of Act 39 of 1963, section 2 of Act 54 of 1964, sections 12 and 44 of Act 6 of 1965, section 1 of Act 60 of 1968, section 3 of Act 32 of 1969 and section 3 of Act 24 of 1971.

5. Section 2 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (hereinafter called “the Control and Management Act”), is hereby amended by the insertion, after paragraph (7)*bis*, of the following paragraphs:

“(7)*ter* to enter upon any land with the necessary workmen, equipment and vehicles, to survey and take levels of the land, to dig or bore into the soil, to construct and maintain a measuring weir in any river or stream, to demarcate the boundaries of any land and to do any other act reasonably necessary, for the purpose of ascertaining whether any land or rights which may be required by the Administration for the construction or deviation of any railway or for any other of its activities, is or are suitable for the purposes contemplated: Provided that the Administration may specially authorize any person to exercise the said powers; provided further that no such person shall, without the consent of the owner or occupier, enter any dwelling house or enter upon any enclosed yard or garden attached to a dwelling house unless he has given the owner or occupier at least twenty-four hours’ notice of his intention to do so;

(7)*quat* to enter upon any land for the purpose of constructing or causing to be constructed pipelines for the conveyance of solids, liquids or gases, together with all works and appurtenances incidental thereto, and to

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DAAR WORD BEPAAL deur die Staatspresident, die Senaat en die Volksraad van die Republiek van Suid-Afrika, soos volg:—

1. Artikel 5 van die Spoorwegonteieningswet, 1955, word hierby herroep. Herroeping van artikel 5 van Wet 37 van 1955.
2. Artikel 13 van die Spoorwegonteieningswet, 1955, word hierby herroep. Herroeping van artikel 13 van Wet 37 van 1955, soos gewysig deur artikel 3 van Wet 39 van 1963 en artikel 1 van Wet 32 van 1969.
3. Artikel 14 van die Spoorwegonteieningswet, 1955, word hierby herroep. Herroeping van artikel 14 van Wet 37 van 1955, soos gewysig deur artikel 4 van Wet 39 van 1963 en artikel 2 van Wet 32 van 1969.
4. Artikel 15 van die Spoorwegonteieningswet, 1955, word hierby deur die volgende artikel vervang: Vervanging van artikel 15 van Wet 37 van 1955, soos gewysig deur artikel 10 van Wet 6 van 1965.

„Strafbespalings. 15. Iedereen wat opsetlik iemand hinder by die verrigting van een of ander handeling wat deur subartikels (7)ter, quat en quin van artikel 2 van die Hoofwet gemagtig word, of wat enige uitgraving, sloot, baken, merk of dam kragtens subartikel (7)ter van artikel 2 van die Hoofwet gemaak of opgerig, opsetlik opvul, vernietig, beskadig, of verskuif, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens honderd rand, of by wanbetaling met gevangenisstraf vir 'n tydperk van hoogstens ses maande, of met beide sodanige boete en sodanige gevangenisstraf.”
5. Artikel 2 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (hierna „die Beheer- en Bestuurswet” genoem), word hierby gewysig deur na paragraaf (7)bis die volgende paragrawe in te voeg: Wysiging van artikel 2 van Wet 70 van 1957, soos gewysig deur artikel 1 van Wet 4 van 1958, artikel 3 van Wet 7 van 1963, artikel 5 van Wet 39 van 1963, artikel 2 van Wet 54 van 1964, artikels 12 en 44 van Wet 6 van 1965, artikel 1 van Wet 60 van 1968, artikel 3 van Wet 32 van 1969 en artikel 3 van Wet 24 van 1971.

„(7)ter om enige grond te betree met die nodige werksmense, toerusting en voertuie, om enige grond op te meet en die hoogtes daarvan te bepaal, om op of in enige grond te grawe of te boor, om 'n meetdam in enige rivier of stroom te bou en in stand te hou, om die grense van enige grond af te baken en om enige ander handeling te verrig, wat redelik nodig is ten einde vas te stel of enige grond of regte wat deur die Administrasie vir die aanleg of verlegging van 'n spoorweg of vir een van sy ander bedrywighede benodig word, vir die voorgenome doel geskik is: Met dien verstande dat die Administrasie enigiemand bepaaldelik kan magtig om genoemde magte uit te oefen; met dien verstande voorts dat so iemand nie sonder toestemming van die eienaar of bewoner 'n woonhuis mag binnegaan of 'n afgekampte werf of tuin aan 'n woonhuis verbonde mag betree nie, tensy hy die eienaar of bewoner minstens vier-en-twintig uur kennis gegee het van sy voorneme om dit te doen;

(7)quat om enige grond te betree vir die doel om pyplyne vir die vervoer van vaste stowwe, vloeistowwe of gasse, tesame met alle werke en toebehore wat daarmee in verband staan, aan te lê of te laat aanlê en kan sodanige

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construct or cause to be constructed such pipelines prior to expropriation of such land or portion thereof or servitudes thereon: Provided that in connection with the exercise of the power hereby granted, the following provisions shall apply:

- (a) Where a pipeline is laid on, over or across any land of which the Administration is not the owner and which it is not otherwise entitled to use for railway purposes, the pipe shall, wherever practicable, be so placed that its upper surface is not less than four hundred millimetres below the surface of the ground.
 - (b) Upon the completion of any work connected with the construction of a pipeline the Administration shall promptly restore the surface of the land, road or other place upon which the work was carried out, as nearly as reasonably possible to the same condition as it was before the commencement of the work, and in carrying out the work the Administration shall do as little damage as reasonably possible to such land, road or other place;
- (7) *quin* for the purpose of constructing, maintaining, altering or repairing any railway, whether authorized before or after the commencement of this Act, or any pipeline for the conveyance of solids, liquids or gases, and any works incidental to such railway or pipeline, to—
- (a) construct, lay or make in, upon, across, under or over any land or any street, road, railway or tramway, or any river, canal, stream or other waters, or any pipe, sewer or underground or overhead cable or wire, such arches, tunnels, culverts, embankments, aqueducts, bridges, roads, lines of railway, passages, conduits, pipes, drains, piers, cuttings and fences as it may think proper;
 - (b) alter the course of any river, stream or watercourse for the purpose of constructing and maintaining tunnels, bridges, passages or other works over or under them, and divert or alter either temporarily or permanently the course of any river, stream or watercourse, or any road, street or way, or raise or sink the level thereof, in order the more conveniently to carry them over, under or along any such railway or pipeline, as the Administration may think proper;
 - (c) make, alter and repair drains and conduits into, through or under any land for the purpose of conveying water from or to the railway;
 - (d) erect, construct, alter, repair or demolish such buildings and structures, and such machinery, plant, apparatus and other works and conveniences as it may think proper;
 - (e) take, carry away and use any earth, stone, timber, gravel or other material from or out of any land adjoining or contiguous to such railway, pipeline or other works;
 - (f) sink wells and construct dams and other works necessary for providing a water supply;

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pyplyne aanlê of laat aanlê voor die onteining van sodanige grond of gedeelte daarvan of serwitute daaroor: Met dien verstande dat by die uitoefening van die bevoegdheid hierby verleen, die volgende bepalings van toepassing is:

- (a) Waar 'n pyplyn aangelê word op, dwarsoor of bo-oor grond waarvan die Administrasie nie die eienaar is nie en wat die Administrasie andersins nie die reg het om vir spoorwegdoeleindes te gebruik nie, moet die pyp, indien doenlik, so geplaas word dat die boonste oppervlakte daarvan minstens vierhonderd millimeter onder die oppervlakte van die grond is.
 - (b) By voltooiing van enige werk in verband met die aanlê van 'n pyplyn moet die Administrasie onverwyld die oppervlakte van die grond, pad of ander plek waarop die werk uitgevoer is, so na as redelikerwys moontlik herstel in dieselfde toestand waarin dit voor die aanvang van die werk was, en by die uitvoering van die werk moet die Administrasie so min skade as redelikerwys moontlik aan sodanige grond, pad of ander plek doen;
- (7) *quin* om, vir die doel van die aanleg, instandhouding, verandering of herstel van 'n spoorweg (hetsy dit voor of na die inwerkingtreding van hierdie Wet gemagtig is) of van 'n pyplyn vir die vervoer van vaste stowwe, vloeistowwe of gasse, en alle werke wat met sodanige spoorweg of pyplyn in verband staan—
- (a) sulke gewelwe, tonnells, duikslote, walle, waterleidings, brugge, paaie, spoorlyne, deurgange, buise, pype, afvoerslote, pilare, deurgrawings en heinings as wat nodig geag word, in, op, oor, onder of bo-oor enige grond of enige straat, pad, treinspoor of tremspoor, of enige rivier, kanaal, stroom of ander waters, of enige pyp, riool of onder- of bogrondse kabel of draad, te bou, aan te lê of te maak;
 - (b) volgens goëddunke die loop van enige rivier, stroom of waterloop te verander ten einde tonnells, brugge, deurgange of ander werke oor en onder hulle te bou en in stand te hou, en die loop van 'n rivier, stroom, of waterleiding, of enige pad, straat of weg of tydelik of permanent te verlê of te verander, of die vlak daarvan te verhoog of te verlaag, ten einde hulle meer gerieflik oor, onder of langs sodanige spoorweg of pyplyn te laat loop;
 - (c) ten einde water vanaf of na die spoorweg te lei, af- of toevoerslote en buise in, deur of onder enige grond te maak, te verander en te herstel;
 - (d) sulke geboue en bouwerke, en sulke masjinerie, toerusting, apparaat en ander werke en geriewe as wat nodig geag word, op te rig, te bou, te verander, te herstel of af te breek;
 - (e) grond, klip, hout, gruis of ander materiaal op of uit enige grond wat aan sodanige spoorweg, pyplyn of ander werke grens of in die nabyheid daarvan geleë is, te neem, te verwyder en te gebruik;
 - (f) putte te grawe en damme en ander werke wat vir die daarstelling van 'n watervoorraad nodig is, te bou;

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(g) do all other acts necessary or desirable for achieving that purpose;

(7) to make and maintain any deviation from the existing route of any line of railway, whether authorized before or after the commencement of this Act, or may alter the route of any pipeline for the conveyance of solids, liquids or gases, and for that purpose it may remove all existing works with the inclusion of rails, stations, bridges, lines of communication, pipes and other appurtenances and erect or construct such new works as may be required for the carrying out of such deviation and the closing of the deviated portion of the line, or for the relaying of the pipeline as the case may be;".

Amendment of section 38 of Act 70 of 1957, as amended by section 27 of Act 6 of 1965 and section 2 of Act 60 of 1968.

6. Section 38 of the Control and Management Act is hereby amended by the substitution for subsection (6) of the following subsection:

"(6) Compensation under this section to the owner of any stock killed or injured shall in no case be payable at a higher rate than as follows:

For any cattle, per head	One hundred and fifty-four rand
For any horse	Seventy rand
For any mule	Seventy rand
For any pig	Twenty-six rand
For any ostrich	Twenty-four rand
For any sheep	Seventeen rand
For any goat	Seventeen rand
For any donkey	Eight rand."

Amendment of section 57 of Act 70 of 1957, as amended by section 40 of Act 44 of 1959, sections 33 and 44 of Act 6 of 1965, section 1 of Act 23 of 1967, section 1 of Act 57 of 1970 and substituted by section 4 of Act 47 of 1973.

7. Section 57 of the Control and Management Act is hereby amended by the substitution for subsection (1) of the following subsection:

"(1) The South African Railways Police Force (hereinafter referred to as 'the Force'), established by the State President, consists of the officers, warrant officers, non-commissioned officers, constables and special constables of the South African Railways Police and includes, except for the purposes of any provision of this Act in respect of which the Commissioner of the Force may, subject to the directions of the Minister, otherwise prescribe, the reservists of the South African Railways Police—

- (a) who on the date of commencement of this section are members of the Force; and
- (b) who may be enrolled as such members in terms of this section after that date."

Amendment of section 70 of Act 70 of 1957, as amended by section 42 of Act 44 of 1959, section 39 of Act 6 of 1965, section 3 of Act 57 of 1970 and section 9 of Act 24 of 1971.

8. Section 70 of the Control and Management Act is hereby amended by the substitution, in subsection (4)*bis*, for the words "seven rand fifty cents" of the words "fifteen rand".

Substitution of the Third Schedule to Act 70 of 1957, as amended by section 42 of Act 6 of 1965 and as substituted by section 2 of Act 18 of 1966.

9. The following Schedule is hereby substituted for the Third Schedule to the Control and Management Act:

"Third Schedule

	R. c
Cattle	154,00 per head
Horses and mules	70,00 " "
Pigs	26,00 " "

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(g) alle ander handelings te verrig wat vir die bereiking van daardie doel nodig of wenslik is;

(7)sex om 'n verlegging van die bestaande roete van enige spoorlyn, hetsy dit vóór of ná die inwerkingtreding van hierdie Wet gemagtig is, aan te bring en in stand te hou, of die roete van enige pyplyn vir die vervoer van vaste stowwe, vloeistowwe of gasse te verander, en te dien einde kan hy alle bestaande werke met insluiting van spoorstawe, stasies, brugge, verbindingslyne, pype en ander toebehore, verwyder en die nuwe werke oprig of aanlê wat nodig is vir die uitvoering van so 'n verlegging en die sluiting van die verlegde gedeelte van die lyn of vir die herlegging van die pyplyn, na gelang van die geval;”.

6. Artikel 38 van die Beheer- en Bestuurwet word hierby gewysig deur subartikel (6) deur die volgende subartikel te vervang:

Wysiging van artikel 38 van Wet 70 van 1957, soos gewysig deur artikel 27 van Wet 6 van 1965 en artikel 2 van Wet 60 van 1968.

„(6) Die vergoeding wat ingevolge hierdie artikel aan die eienaar van gedode of beseerde vee betaalbaar is, gaan in geen geval die volgende bedrae te bowe nie:

Vir 'n bees	Een honderd vier-en-veftig rand
Vir 'n perd	Sewentig rand
Vir 'n muil	Sewentig rand
Vir 'n vark	Ses-en-twintig rand
Vir 'n volstruis	Vier-en-twintig rand
Vir 'n skaap	Sewentien rand
Vir 'n bok	Sewentien rand
Vir 'n donkie	Agt rand.”.

7. Artikel 57 van die Beheer- en Bestuurwet word hierby gewysig deur subartikel (1) deur die volgende subartikel te vervang:

Wysiging van artikel 57 van Wet 70 van 1957, soos gewysig deur artikel 40 van Wet 44 van 1959, artikels 33 en 44 van Wet 6 van 1965, artikel 1 van Wet 23 van 1967, artikel 1 van Wet 57 van 1970 en vervang deur artikel 4 van Wet 47 van 1973.

„(1) Die Suid-Afrikaanse Spoorwegpolisiemag (hierna „die Mag” genoem), ingestel deur die Staatspresident, bestaan uit die offisiere, adjudant-offisiere, onderoffisiere, konstabels en spesiale konstabels van die Suid-Afrikaanse Spoorwegpolisie en, behalwe by die toepassing van enige bepaling van hierdie Wet ten opsigte waarvan die Kommissaris van die Mag, onderworpe aan die voorskrifte van die Minister, anders voorskryf, die reserviste van die Suid-Afrikaanse Spoorwegpolisie—

(a) wat op die datum van inwerkingtreding van hierdie artikel lede van die Mag is; en

(b) wat ná daardie datum ingevolge hierdie artikel as sodanige lede ingelyf word.”.

8. Artikel 70 van die Beheer- en Bestuurwet word hierby gewysig deur in subartikel (4)*bis* die woorde „sewe rand vyftig sent” deur die woorde „vyftien rand” te vervang.

Wysiging van artikel 70 van Wet 70 van 1957, soos gewysig deur artikel 42 van Wet 44 van 1959, artikel 39 van Wet 6 van 1965, artikel 3 van Wet 57 van 1970 en artikel 9 van Wet 24 van 1971.

9. Die Derde Bylae by die Beheer- en Bestuurwet word hierby deur die volgende Bylae vervang:

„Derde Bylae

	R c
Beeste	154,00 stuk
Perde en muile	70,00 „
Varke	26,00 „

Vervanging van Derde Bylae by Wet 70 van 1957, soos gewysig deur artikel 42 van Wet 6 van 1965 en soos vervang deur artikel 2 van Wet 18 van 1966.

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Ostriches	24,00	per head
Sheep and goats	17,00	„ „
Donkeys	8,00	„ „
Dogs and cats	4,00	„ „
Turkeys and geese	3,00	„ „
Fowls and other poultry	1,50	„ „
Birds, not otherwise specified	1,00	„ „ „

Insertion of
section 12A in
Act 22 of 1960.

10. The following section is hereby inserted after section 12 of the Railways and Harbours Service Act, 1960 (hereinafter called "the Service Act"):

"Retirement
of a servant
by mutual
agreement.

12A. The services of a servant in permanent employment may be dispensed with prior to the date of his superannuation by mutual agreement between the Administration and such servant."

Substitution of
section 14 of
Act 22 of 1960,
as amended by
section 11 of Act
62 of 1962 and
section 5 of Act
8 of 1968.

11. (1) The following section is hereby substituted for section 14 of the Service Act:

"Payment
on retire-
ment in lieu
of accumu-
lated leave.

14. (1) A servant whose services are dispensed with in terms of section 12A of this Act or owing to abolition of office, reduction in or reorganization of staff, or on the ground of superannuation, ill-health, severe bodily injury or physical disability shall, on retirement, be entitled to payment by the Administration of his emoluments in respect of vacation leave due to him at the date of his retirement not exceeding 365 days in the case of officers and 312 days in the case of employees, calculated at one day for every completed calendar month of service: Provided that the maximum period for which he can receive payment shall, if he has at any time during the last twelve months of his service been on vacation leave for any period or for periods which in the aggregate exceed the leave that accrues to him annually, be reduced by the extent of such excess.

(2) A servant whose services are dispensed with for reasons other than those mentioned in subsection (1) or who resigns shall, on termination of his service, be entitled to payment by the Administration of his emoluments in respect of any period of non-accumulative vacation leave which may, at the date upon which his service terminates, be standing to his credit: Provided that the servant may be required to take the whole or any portion of such leave during the currency of any period of notice preceding the termination of his service.

(3) (a) A female servant whose period of continuous employment in the Service is not less than five years and who voluntarily resigns from the Service in contemplation of marriage and marries within three months thereafter, shall be entitled to payment by the Administration of her emoluments in respect of any period of vacation leave up to a maximum of three months due to her immediately prior to the termination of her

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Volstruise	24,00 stuk
Skape en bokke	17,00 „
Donkies	8,00 „
Honde en katte	4,00 „
Kalkoene en ganse	3,00 „
Hoenders en ander pluimvee	1,50 „
Voëls, nie andersins vermeld nie	1,00 „ „

10. Die volgende artikel word hierby na artikel 12 van die Wet op Spoorweg- en Hawediens, 1960 (hierna „die Dienswet” genoem), ingevoeg: Invoeging van artikel 12A in Wet 22 van 1960.

„Uitdiens-
treding van
’n dienaar
met onder-
linge toe-
stemming.

12A. Die dienste van ’n dienaar in vaste diens kan voor die datum van sy superannuasie met onderlinge toestemming tussen die Administrasie en sodanige dienaar beëindig word.”.

11. (1) Artikel 14 van die Dienswet word hierby deur die volgende artikel vervang: Vervanging van artikel 14 van Wet 22 van 1960, soos gewysig deur artikel 11 van Wet 62 van 1962 en artikel 5 van Wet 8 van 1968.

„Betaling
by uit-
diens-
treding in
plaas van
opgelope
verlof.

14. (1) ’n Dienaar wat afgedank word kragtens artikel 12A van hierdie Wet of ten gevolge van die afskaffing van sy betrekking, vermindering of reorganisasie van personeel, of op grond van superannuasie, slegte gesondheid, ernstige liggaamlike letsels of liggaamlike ongeskiktheid, is by uitdiens-treding geregtig om van die Administrasie betaling van sy emolumente te ontvang ten opsigte van vakansieverlof van hoogstens 365 dae in die geval van amptenare en 312 dae in die geval van werksmanne, bereken teen een dag vir elke voltooide kalendermaand diens, wat ten tyde van sy uitdiens-treding aan hom verskuldig is: Met dien verstande dat indien hy te eniger tyd gedurende die laaste twaalf maande van sy diens met vakansieverlof was vir ’n tydperk of vir tydperke wat tesame die verlof oorskry wat hom jaarliks toeval, die maksimum tydperk waarvoor hy betaling kan ontvang, verminder word in die mate waarin dit die verlof oorskry wat hom jaarliks toeval.

(2) ’n Dienaar wie se dienste beëindig word om ander redes as dié in subartikel (1) vermeld, of wat bedank, is by beëindiging van sy diens geregtig om van die Administrasie betaling te ontvang van sy emolumente ten opsigte van ’n tydperk van nie-oplooptbare vakansieverlof wat hy op die datum waarop sy diens eindig, tot sy krediet het: Met dien verstande dat daar van die dienaar verlang kan word om sodanige verlof in geheel of ten dele te benuttig tydens die duur van ’n tydperk van kennisgewing wat die beëindiging van sy diens voorafgaan.

(3) (a) ’n Vroulike dienaar wat vir ’n ononderbroke tydperk van minstens vyf jaar in die Diens werksaam was en wat met die oog op haar huwelik vrywillig uit die Diens bedank en binne drie maande daarna in die huwelik tree, is geregtig om van die Administrasie betaling te ontvang van haar emolumente ten opsigte van ’n tydperk van vakansieverlof van hoogstens drie maande wat onmiddellik voor die beëindiging van haar diens

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employment: Provided that the said maximum period of three months shall be reduced by any vacation leave taken by her during the last thirty days of her service, and if she has, during the twelve months ending upon the day immediately preceding the termination of her employment, been on vacation leave for any other period in excess of the leave with which she is credited annually, or for any other periods which in the aggregate are in excess of the leave with which she is credited annually, the said maximum period shall be reduced by the extent of such excess.

- (b) A female servant who marries after completion of five years' continuous employment and remains in the Service without a break in service shall be entitled to payment by the Administration of her emoluments in respect of any period of vacation leave up to a maximum of three months due to her on the day of her marriage: Provided that the said maximum period of three months shall be reduced by any vacation leave taken by her during the thirty days ending upon the day of her marriage, and if she has, during the twelve months ending upon the day of her marriage, been on vacation leave for any other period in excess of the leave with which she is credited annually, or for any other periods which in the aggregate are in excess of the leave with which she is credited annually, the said maximum period shall be reduced by the extent of such excess. If she is subsequently retired from the Service for any of the reasons mentioned in subsection (1), the number of days leave for which she can receive payment shall be reduced by the number of days leave for which she received payment at the time of her marriage besides the reduction in accordance with the said subsection."

(2) Subsection (1) shall be deemed to have come into operation on 1 October 1974.

Amendment of section 16 of Act 22 of 1960, as amended by section 3 of Act 54 of 1964, section 50 of Act 6 of 1965, section 3 of Act 18 of 1966, section 2 of Act 23 of 1967, section 3 of Act 41 of 1969, section 7 of Act 85 of 1971, section 2 of Act 33 of 1972 and section 9 of Act 47 of 1973.

12. Section 16 of the Service Act is hereby amended by the substitution for paragraphs (d) and (e) of subsection (1) of the following paragraphs:

- "(d) fifty-eight years, if immediately prior to the attainment of that age he held the position of chief fleet captain, fleet captain, senior captain, captain, chief training captain, senior training captain, training captain, senior first officer, first officer, chief navigation officer, assistant chief navigation officer, senior navigation instructor, navigation instructor or navigation officer in the airways department of the Service, or any other position in the said department, the incumbent whereof is or may be required to perform duties on board an aircraft in flight, to which the Minister has by notice in the *Gazette* declared the said age of retirement to apply. Any position mentioned in any such notice shall be deemed to have been specifically mentioned in this paragraph; or

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aan haar verskuldig was: Met dien verstande dat bedoelde maksimum tydperk van drie maande verminder word met enige vakansieverlof wat sy gedurende die laaste dertig dae van haar diens benuttig het, en indien sy gedurende die twaalf maande wat eindig op die dag onmiddellik voorafgaande aan die beëindiging van haar diens, met vakansieverlof was vir 'n ander tydperk wat langer is as die verlof waarmee sy jaarliks gekrediteer word, of vir enige ander tydperke wat tesame langer is as die verlof waarmee sy jaarliks gekrediteer word, bedoelde maksimum tydperk verminder word in die mate waarin die jaarlikse verlof aldus oorskry word.

- (b) 'n Vroulike dienaar wat na voltooiing van vyf jaar ononderbroke diens in die huwelik tree en sonder onderbreking van diens in die Diens aanbly, is geregtig om van die Administrasie betaling te ontvang van haar emolumente ten opsigte van 'n tydperk van vakansieverlof van hoogstens drie maande wat op die dag van haar huwelik aan haar verskuldig was: Met dien verstande dat bedoelde maksimum tydperk van drie maande verminder word met enige vakansieverlof wat sy gedurende die dertig dae wat eindig op die dag van haar huwelik benuttig het, en indien sy gedurende die twaalf maande wat eindig op die dag van haar huwelik, met vakansieverlof was vir 'n ander tydperk wat langer is as die verlof waarmee sy jaarliks gekrediteer word, of vir enige ander tydperke wat tesame langer is as die verlof waarmee sy jaarliks gekrediteer word, bedoelde maksimum tydperk verminder word in die mate waarin die jaarlikse verlof aldus oorskry word. Indien sy daarna om enige van die redes gemeld in subartikel (1) uit die Diens tree, word die getal dae verlof waarvoor sy betaling kan ontvang, verminder met die getal dae verlof waarvoor sy ten tyde van haar huwelik betaling ontvang het benewens die vermindering ooreenkomstig genoemde subartikel."

(2) Subartikel (1) word geag op 1 Oktober 1974 in werking te getree het.

12. Artikel 16 van die Dienswet word hierby gewysig deur paragrawe (d) en (e) van subartikel (1) deur die volgende paragrawe te vervang:

- „(d) agt-en-vyftig jaar, indien hy onmiddellik voor die bereiking van daardie leeftyd die betrekking bekleed het van hoofvlootkaptein, vlootkaptein, seniorkaptein, kaptein, hoofopleidingskaptein, senioropleidingskaptein, opleidingskaptein, senioreersteoffisier, eersteoffisier, hoofoffisiernavigator, assistent-hofoffisiernavigator, seniorinstrukteurnavigator, instrukteurnavigator of offisiernavigator in die lugdiensdepartement van die Diens, of 'n ander betrekking in daardie departement, van die bekleed waarvan daar verlang word of kan word om dienste aan boord van 'n vliegtuig in vlug te verrig, waarop die Minister by kennisgewing in die *Staatskoerant* bedoelde aftreeleeftyd van toepassing verklaar het. 'n Betrekking wat in so 'n kennisgewing genoem word, word geag uitdruklik in hierdie paragraaf vermeld te gewees het; of

Wysiging van artikel 16 van Wet 22 van 1960, soos gewysig deur artikel 3 van Wet 54 van 1964, artikel 50 van Wet 6 van 1965, artikel 3 van Wet 18 van 1966, artikel 2 van Wet 23 van 1967, artikel 3 van Wet 41 van 1969, artikel 7 van Wet 85 van 1971, artikel 2 van Wet 33 van 1972 en artikel 9 van Wet 47 van 1973.

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- (e) fifty-eight years, if immediately prior to the attainment of that age he held the position of chief flight engineer officer, senior flight engineer officer, senior flight engineer officer instructor, flight engineer officer instructor or flight engineer officer in the airways department of the Service, or any other position in the said department, the incumbent whereof is or may be required to perform duties on board an aircraft in flight, to which the Minister has by notice in the *Gazette* declared the said age of retirement to apply. Any position mentioned in any such notice shall be deemed to have been specifically mentioned in this paragraph.”.

Amendment of section 23 of Act 22 of 1960, as amended by section 14 of Act 62 of 1961, section 13 of Act 7 of 1963, section 54 of Act 6 of 1965 and substituted by section 11 of Act 47 of 1973 and section 10 of Act 44 of 1974.

13. (1) Section 23 of the Service Act is hereby amended by the substitution for the words “ticket examiner” of the word “conductor”.

(2) Subsection (1) shall be deemed to have come into operation on 16 February 1975.

Amendment of section 32 of Act 22 of 1960, as amended by section 18 of Act 7 of 1963, sections 58 and 60 of Act 6 of 1965, section 5 of Act 18 of 1966 and section 11 of Act 44 of 1974.

14. Section 32 of the Service Act is hereby amended by the substitution for subsection (3) of the following subsection:

“(3) Any regulation made in terms of this section and any amendment thereof may be made with retrospective effect from a date not earlier than the date on which this Act came into operation.”.

Amendment of section 1 of Act 35 of 1971, as amended by section 9 of Act 33 of 1972.

15. (1) Section 1 of the Railways and Harbours Pensions Act, 1971 (hereinafter called “the Pensions Act”), is hereby amended—

- (a) by the substitution for subsection (xA) of the following subsection:

“(xA) ‘paymonth’ means, in respect of an officer, the period from the first to the last day of a month and, in respect of an employee, the period from the sixteenth day of a month to the fifteenth day of the next month unless the General Manager decides otherwise; (iiiA)”;

- (b) by the insertion after the definition of “employee” of the following definition:

“(vA) ‘General Manager’ means the officer appointed to be General Manager of the Railways and Harbours of the Republic, or any person lawfully acting in that capacity, and includes any officer authorized by regulation or by the Administration to perform any of the duties imposed upon the General Manager by any Act or regulation; (xiiA)”.

(2) Subsection (1) shall be deemed to have come into operation on 16 February 1975.

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- (e) agt-en-vyftig jaar, indien hy onmiddellik voor die bereiking van daardie leeftyd die betrekking beklee het van hoofoffisierboordingeneur, senioroffisierboordingeneur, seniorinstrukteuroffisierboordingeneur, instrukteuroffisierboordingeneur of offisierboordingeneur in die lugdiensdepartement van die Diens, of 'n ander betrekking in daardie departement, van die bekleër waarvan daar verlang word of kan word om dienste aan boord van 'n vliegtuig in vlug te verrig, waarop die Minister by kennisgewing in die *Staatskoerant* bedoelde aftreeleef tyd van toepassing verklaar het. 'n Betrekking wat in so 'n kennisgewing genoem word, word geag uitdruklik in hierdie paragraaf vermeld te gewees het:".

13. (1) Artikel 23 van die Dienswet word hierby gewysig deur die woord „kaartjiesondersoeker” deur die woord „kontroleur” te vervang.

Wysiging van artikel 23 van Wet 22 van 1960, soos gewysig deur artikel 14 van Wet 62 van 1961, artikel 13 van Wet 7 van 1963, artikel 54 van Wet 6 van 1965 en vervang deur artikel 11 van Wet 47 van 1973 en artikel 10 van Wet 44 van 1974.

(2) Subartikel (1) word geag op 16 Februarie 1975 in werking te getree het.

14. Artikel 32 van die Dienswet word hierby gewysig deur subartikel (3) deur die volgende subartikel te vervang:

„(3) Enige regulasie wat kragtens hierdie artikel uitgevaardig word, en enige wysiging daarvan, kan met terugwerkende krag uitgevaardig word vanaf 'n datum wat nie vroeër is as die datum waarop hierdie Wet in werking getree het nie.”.

Wysiging van artikel 32 van Wet 22 van 1960, soos gewysig deur artikel 18 van Wet 7 van 1963, artikels 58 en 60 van Wet 6 van 1965, artikel 5 van Wet 18 van 1966 en artikel 11 van Wet 44 van 1974.

15. (1) Artikel 1 van die Spoorweg- en Hawepensioenwet, 1971 (hierna „die Pensioenwet” genoem), word hierby gewysig—

Wysiging van artikel 1 van Wet 35 van 1971, soos gewysig deur artikel 9 van Wet 33 van 1972.

(a) deur subartikel (iiiA) deur die volgende subartikel te vervang:

„(iiiA) „betaalmaand’ in die geval van 'n amptenaar die tydperk van die eerste tot die laaste dag van 'n maand en in die geval van 'n werksman die tydperk van die sestiende dag van 'n maand tot die vyftiende dag van die volgende maand tensy die Hoofbestuurder anders besluit; (xA)”;

(b) deur na die omskrywing van „Gesamentlike Komitee” die volgende woordomskrywing in te voeg:

„(xiiA) „Hoofbestuurder’ die amptenaar aangestel as Hoofbestuurder van die Spoorweë en Hawens van die Republiek, of iemand wat wettig in daardie hoedanigheid waarneem, en ook 'n amptenaar wat by regulasie of deur die Administrasie gemagtig is om een of meer van die pligte van die Hoofbestuurder deur 'n Wet of regulasie opgelê, te verrig; (vA)”.

(2) Subartikel (1) word geag op 16 Februarie 1975 in werking te getree het.

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Substitution of section 19 of Act 35 of 1971, as substituted by section 17 of Act 47 of 1973.

16. (1) The following section is hereby substituted for section 19 of the Pensions Act:

“Investment of funds and interest payments.

19. (1) Notwithstanding anything to the contrary in any law contained, the moneys of the 1912 Pension Fund and of the Cape Widows' Pension Fund (Railways) shall be vested in the Administration and shall, with the moneys of the Fund and the New Fund, be held by the Administration on behalf of the members of the said funds, respectively, subject to the provisions of the Railways and Harbours Service Act, 1912 (Act No. 28 of 1912), and of this Act or the regulations framed thereunder, and the Administration shall, subject to the provisions of subsection (3), pay over such moneys of the said funds as are not immediately required to the Public Debt Commissioners as deposits available for investment under the Public Debt Commissioners Act, 1969 (Act No. 2 of 1969), or to another financial institution outside the borders of the Republic of South Africa or the territory of South-West Africa as deposits available for investment by the Administration where such investment is a requirement of foreign legislation.

(2) Any profit derived or loss incurred from investment of moneys by the Public Debt Commissioners or the Administration in terms of subsection (1) shall be for the account of the funds referred to therein.

(3) The Administration may utilize the moneys vested in it in terms of subsection (1) to grant loans to members for any of the purposes contemplated by section 2 (22) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957), under such conditions as to repayment as may be agreed upon by the Administration and the Joint Committee: Provided, however, that interest on money so loaned to a member shall be paid on the last day of every month for the duration of the contract at a rate that shall not be less than the average rate of interest earned on the funds' new permanent investments with the Public Debt Commissioners during the financial year preceding the date of conclusion of the contract; and provided further that in the event of no permanent investment having been made with the Public Debt Commissioners in such financial year, the rate of interest shall be determined by the Administration and the Joint Committee with due regard to the current rate of interest on the general investment market.”.

(2) Subsection (1) shall be deemed to have come into operation on 1 April 1975.

Substitution of Schedule to Act 83 of 1971.

17. The Second Railway Construction Act, 1971, is hereby amended by the substitution for the Schedule to the said Act of the Schedule to this Act.

Amendment of section 1 of Act 1 of 1973.

18. Section 1 of the Railways and Harbours Loans Act, 1973, is hereby amended by the insertion of the following new paragraph; the existing section 1 being renumbered as paragraph “1 (a)”:

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16. (1) Artikel 19 van die Pensioenwet word hierby deur die volgende artikel vervang:

„Belegging van fondse en rentebetalings.

19. (1) Ondanks andersluidende wetsbepalings, berus die gelde van die 1912-pensioenfonds en van die Kaapse Weduweespensioenfonds (Spoorweë) by die Administrasie en word dit tesame met die gelde van die Fonds en die Nuwe Fonds deur die Administrasie behou ten bate van die lede van genoemde fondse, onderskeidelik, onderworpe aan die bepalings van die „Spoorweg en Havendienst Wet, 1912” (Wet No. 28 van 1912), en hierdie Wet of die regulasies daarkragtens opgestel, en die Administrasie betaal, onderworpe aan die bepalings van subartikel (3), soveel van die gelde van genoemde fondse as wat nie onmiddellik benodig word nie, aan die Staatskuldkommissaris as deposito's beskikbaar vir belegging kragtens die Wet op die Staatskuldkommissaris, 1969 (Wet No. 2 van 1969), of aan 'n ander finansiële instelling buite die Republiek van Suid-Afrika of die gebied Suidwes-Afrika as deposito's beskikbaar vir belegging deur die Administrasie waar sodanige belegging 'n vereiste van buitelandse wetgewing is.

Vervanging van artikel 19 van Wet 35 van 1971, soos vervang deur artikel 17 van Wet 47 van 1973.

(2) Alle winste verdien of verliese gely op beleggings van gelde deur die Staatskuldkommissaris of die Administrasie kragtens subartikel (1) word geag vir die rekening van die fondse daarin genoem, te wees.

(3) Die Administrasie kan die gelde wat kragtens subartikel (1) by hom berus, aanwend om lenings aan lede toe te staan vir enigeen van die doeleindes beoog deur artikel 2 (22) van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957), onder sodanige voorwaardes wat betref terugbetaling as waarop deur die Administrasie en die Gesamentlike Komitee ooreengekom mag word: Met dien verstande egter dat rente op geld aldus aan 'n lid geleen op die laaste dag van elke maand vir die duur van die kontrak betaal word teen 'n koers wat nie minder is nie as die gemiddelde rentekoers verdien op die fondse se nuwe permanente beleggings by die Staatskuldkommissaris gedurende die boekjaar voorafgaande die datum van aangaan van die kontrak; en met dien verstande voorts dat as daar geen gelde in sodanige boekjaar by die Staatskuldkommissaris vas belê is nie, die rentekoers deur die Administrasie en die Gesamentlike Komitee bepaal word met behoorlike inagneming van die heersende rentekoers op die algemene beleggingsmark.”.

(2) Subartikel (1) word geag op 1 April 1975 in werking te getree het.

17. Die Tweede Spoorwegaanlegwet, 1971, word hierby gewysig deur die Bylae by genoemde Wet deur die Bylae by hierdie Wet te vervang.

Vervanging van Bylae by Wet 83 van 1971.

18. Artikel 1 van die Spoorweg- en Haweleningswet, 1973, word hierby gewysig deur die invoeging van die volgende nuwe paragraaf; die bestaande paragraaf 1 word as paragraaf „1 (a)” hernoem:

Wysiging van artikel 1 van Wet 1 van 1973.

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“(b) The General Manager is empowered, subject to the approval of the Minister of Transport, to delegate to such person as he may decide, the powers referred to in subsection (a).”.

Agreement with Rhodesia Railways for the working and maintenance of the railway line over Beit Bridge.

19. (1) Notwithstanding the provisions contained in the Second Schedule to the Railways Construction Act, 1927 (Act No. 30 of 1927), as amended by the Schedule to the Messina—Limpopo Railway (Supplementary Agreement) Act, 1942 (Act No. 28 of 1942), the Administration may, in terms of the provisions of Section 2 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957), enter into agreements with the Rhodesia Railways concerning the working and maintenance of the line of railway over the bridge, and the extension thereof, referred to in the said Acts and Schedules.

(2) Subsection (1) shall be deemed to have come into operation on 1 October 1974.

Application of Act to South-West Africa.

20. This Act and any amendment thereof shall, with the exception of sections 17 to 19, apply also in the territory of South-West Africa, including the Eastern Caprivi Zipfel.

Short title.

21. This Act shall be called the Railways and Harbours Acts Amendment Act, 1975.

Schedule.

MEMORANDUM OF AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN ITS RAILWAYS AND HARBOURS ADMINISTRATION, OF THE ONE PART, AND THE TRANSVAAL COAL OWNERS ASSOCIATION (1923) (PTY.) LTD., OF THE OTHER PART.

MEMORANDUM OF AGREEMENT made and entered into between the GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA in its RAILWAYS AND HARBOURS ADMINISTRATION herein represented by the MINISTER OF TRANSPORT of the Republic of South Africa (hereinafter referred to as “the Administration”), of the one part, and THE TRANSVAAL COAL OWNERS ASSOCIATION (1923) (PTY.) LTD. being incorporated in the Republic of South Africa (hereinafter referred to as “the Association”), of the other part.

WHEREAS the Association has been given authority by the Government, in terms of letter H.27/2/3/1 of 8th December, 1970, from the Secretary for Commerce, to export approximately one hundred and eight (108) million tons of Transvaal coal at a rate of not more than nine (9) million tons per annum;

AND WHEREAS the Association has signed a contract for the export to Japan of twenty seven comma three (27,3) million long tons—twenty seven comma seven (27,7) million metric tons—of coal, initially in small quantities through Lourenço Marques, as from 1st October, 1972, and thereafter two comma four five (2,45) million long tons—two comma four nine (2,49) million metric tons—per year over a period of eleven (11) years as from 1st April, 1976, through the harbour which is under construction at Richards Bay;

AND WHEREAS the export of coal through Richards Bay is contingent upon the provision, amongst other railway facilities, of a new rail link between Broodsniersplaas and a new marshalling yard near Ermelo for the purpose of conveying coal traffic from the Witbank coalfields area to Richards Bay;

AND WHEREAS the Administration originally gave the Association an undertaking, subject only to circumstances beyond its control, to have adequate rail transport facilities available by 1st April, 1976, for the conveyance of at least two comma seven (2,7) million metric tons of coal per annum from the Witbank coalfields area to Richards Bay and it has subsequently been agreed that five (5) million metric tons per annum be taken as the volume of export coal that will have to be transported by rail once coal exports through Richards Bay commence;

AND WHEREAS the export of coal from the Witbank coalfields is contingent upon the facilities at the collieries being adequate for both the daily tonnage and the storage of trucks—based on the agreed upon coal-export volume of five (5) million tons per annum—and the Association has given the Administration an undertaking, subject only to circumstances beyond its control, to provide the facilities at the collieries to the reasonable requirements of the Administration;

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„(b) Die Hoofbestuurder is gemagtig om, onderworpe aan die goedkeuring van die Minister van Vervoer, aan sodanige persoon as wat hy mag besluit die in subartikel (a) bedoelde magte oor te dra.”.

19. (1) Nieteenstaande die bepalings, vervat in die Tweede Bylae by die Spoorwegaanleg Wet, 1927 (Wet No. 30 van 1927), soos gewysig deur die Bylae by die Wet op die Aanvullende Ooreenkoms oor die Messina—Limpopo-spoorweg, 1942 (Wet No. 28 van 1942), kan die Administrasie, ooreenkomstig die bepalings van artikel 2 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet No. 70 van 1957), ooreenkomste met die Rhodesiese Spoorweë aangaan met betrekking tot die bedryf en onderhoud van die spoorlyn oor die brug, asook die uitbreiding daarvan, waarna daar in bedoelde Wette en Bylae verwys word.

Ooreenkoms met Rhodesiese Spoorweë vir die bedryf en onderhoud van die spoorlyn oor Beitbrug.

(2) Subartikel (1) word geag op 1 Oktober 1974 in werking te getree het.

20. Hierdie Wet en 'n wysiging daarvan is, met uitsondering van artikels 17 tot 19, ook in die gebied Suidwes-Afrika, met inbegrip van die Oostelike Caprivi Zipfel, van toepassing.

Toepassing van Wet op Suidwes-Afrika.

21. Hierdie Wet heet die Wysigingswet op Spoorweg- en Kort titel. Hawewette, 1975.

Bylae.

MEMORANDUM VAN OOREENKOMS TUSSEN DIE REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA IN SY ADMINISTRASIE VAN SPOORWEE EN HAWENS, VAN DIE EEN KANT, EN DIE TRANSSVAAL COAL OWNERS ASSOCIATION (1923) (EDMS.) BPK., VAN DIE ANDER KANT.

MEMORANDUM VAN OOREENKOMS aangegaan tussen die REGERING VAN DIE REPUBLIEK VAN SUID-AFRIKA in sy ADMINISTRASIE VAN SPOORWEE EN HAWENS (hierna die Administrasie genoem), hierin verteenwoordig deur die MINISTER VAN VERVOER van die Republiek van Suid-Afrika, van die een kant, en DIE TRANSSVAAL COAL OWNERS ASSOCIATION (1923) (EDMS.) BPK., 'n maatskappy ingelyf in die Republiek van Suid-Afrika (hierna die Vereniging genoem), van die ander kant.

NADEMAAL die Vereniging magtiging van die Regering verkry het, kragtens brief H. 27/2/3/1 van 8 Desember 1970 van die Sekretaris van Handel, om ongeveer een honderd en agt (108) miljoen ton Transvaalse steenkool teen 'n tempo van hoogstens nege (9) miljoen ton per jaar uit te voer;

EN NADEMAAL die Vereniging 'n kontrak onderteken het om sewe en twintig komma drie (27,3) miljoen Engelse ton—sewe en twintig komma sewe (27,7) miljoen metrieke ton—steenkool na Japan uit te voer, aanvanklik in klein hoeveelhede deur Lourenço Marques van 1 Oktober 1972 af en daarna, van 1 April 1976 af, twee komma vier vyf (2,45) miljoen Engelse ton—twee komma vier nege (2,49) miljoen metrieke ton—per jaar oor 'n tydperk van elf (11) jaar, deur die hawe wat by Richardsbaai in aanbou is;

EN NADEMAAL die uitvoer van steenkool deur Richardsbaai afhanklik is van die voorsiening, benewens ander spoorweggeriewe, van 'n nuwe verbindingspoorlyn tussen Broodsnyersplaas en 'n nuwe opstelsterrein naby Ermelo om steenkoolverkeer van die gebied van die Witbankse steenkoolvelde na Richardsbaai te vervoer;

EN NADEMAAL die Administrasie oorspronklik 'n onderneming aan die Vereniging gegee het, onderworpe slegs aan omstandighede waarvoor hy geen beheer het nie, om voldoende spoorvervoergeeriewe teen 1 April 1976 beskikbaar te hê vir die vervoer van minstens twee komma sewe (2,7) miljoen metrieke ton steenkool per jaar van die gebied van die Witbankse steenkoolvelde na Richardsbaai, is daar sedertdien ooreengekom dat vyf (5) miljoen metrieke ton per jaar aanvaar word as die volume uitvoer van steenkool wat per spoor vervoer sal moet word wanneer steenkooluitvoere deur Richardsbaai 'n aanvang neem;

EN NADEMAAL die uitvoer van steenkool van die Witbankse steenkoolvelde afhanklik is daarvan dat die geriewe by die steenkoolmyne voldoende is vir die daaglikse tonnemaat en die oorsaak van trokke—gebaseer op die ooreengekomte uitvoervolume van vyf (5) miljoen ton per jaar—en die Vereniging 'n onderneming aan die Administrasie gegee het, onderworpe slegs aan omstandighede waarvoor hy geen beheer het nie, om geriewe vir die redelike vereistes van die Administrasie by die steenkoolmyne te verskaf;

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AND WHEREAS the export coal will be conveyed in unit trains which, for the purpose of this Agreement, shall be accepted as being long, heavy trainsets comprising trucks specially developed for the conveyance of coal, shuttling as units between points in the Witbank coalfields area still to be mutually agreed upon, and terminal facilities which are to be provided by the Association within the land area of the Administration's jurisdiction at Richards Bay;

AND WHEREAS additional facilities, quite apart from those referred to in the previous paragraphs, may be required in the coalfields area for the purpose of operating unit trains and the Administration and the Association have agreed to provide, each at its own cost, such portion of the said facilities as may be mutually agreed upon as being the responsibility of each to provide;

AND WHEREAS if at any time the Association's tonnages of export coal should exceed five (5) million tons per year, the Association has given a further undertaking, subject only to circumstances beyond its control, to provide—as a prerequisite for any such increase in the Association's export tonnages—any additional track and/or other facilities at or adjacent to the collieries to the requirements of the Administration;

AND WHEREAS the provision of terminal facilities within the land area of the Administration's jurisdiction at Richards Bay for the rail handling, off-loading, storage and shipment of the export coal, is a necessary adjunct to the provision of rail access from the coalfields, the Association has given an undertaking to the Administration that it shall, at its own cost, provide, equip, control, operate and maintain such terminal facilities as shall be adequate to cope with a total of approximately twelve (12) million tons a year for its own said Government-authorised export coal of up to nine (9) million tons a year and the Government-authorised export coal of Anthracite Producers Association (Proprietary) Limited (hereinafter referred to as "APA") up to approximately one (1) million tons a year and that of The Natal Associated Collieries (Pty.) Ltd. (hereinafter referred to as "NAC") up to approximately two (2) million tons a year;

AND WHEREAS in the event of the Administration requiring the Association to provide additional capacity at the terminal facilities at Richards Bay for handling other exporters' Government-authorised export coal, i.e. over and above the capacity required for the approximate volume of up to twelve (12) million tons a year previously mentioned, it shall be a matter for negotiation between the Administration and the Association;

AND WHEREAS the Administration has, as an entirely separate issue, agreed to lease land to the Association within the land area of its jurisdiction at Richards Bay harbour for the provision of the terminal facilities at a rental to be determined by the Administration;

AND WHEREAS the Administration has agreed to construct, equip, maintain and work a line of railway of a gauge of one thousand and sixty five (1 065) millimetres from a junction at Broodsniersplaas, the terminal point of the existing Ogies-Broodsniersplaas railway line, to a new marshalling yard (exclusive) near Ermelo, a distance of approximately ninety three (93) kilometres (hereinafter termed "the railway") for the purpose of conveying traffic from Broodsniersplaas to the new harbour which is being constructed at Richards Bay;

AND WHEREAS the Association has agreed to bear fifty (50) per cent of all losses in the working of the railway during the initial period of ten (10) years from the operative date as defined in this Agreement, but subject to a maximum payment of two million rand (R2 000 000) in any one year;

AND WHEREAS the Government has decided that subject to the existing coal contract with the Japanese steel industry not being cancelled and the Association providing the necessary coal-processing installations in the Witbank area for the beneficiation of coal to be supplied under the said contract as well as the necessary coal-handling facilities both at the collieries and at Richards Bay harbour, the Association shall be absolved from its liability of payment of fifty (50) per cent of the expected operating losses in the working of the railway between Broodsniersplaas and Ermelo, or two million rand (R2 000 000) per annum, whichever is the lesser amount;

AND WHEREAS the terms and conditions of the agreement concluded between the Administration and the Association on 1st June, 1971, in respect of the railway have changed and it has been mutually agreed to regard the said agreement as cancelled as from the date of conclusion of this Agreement;

AND WHEREAS upon completion of the railway, it will be exploited and maintained by the Administration subject to the terms and conditions hereinafter set forth;

Now, THEREFORE, the parties do hereby agree as follows:

1. The agreement concluded between the Administration and the Association on 1st June, 1971, is hereby cancelled and superseded by this Agreement.
2. Arising from the changed circumstances in connection with the construction of the railway, the Administration is required to seek amended legislation for the purpose of ratifying this Agreement. The Agreement is accepted by both parties thereto as final and binding and unconditional in all respects excepting only that should the said amended legislation for the railway not be passed by Parliament within a period of twelve (12) months from the date of conclusion of this Agreement, the Agreement shall lapse, unless renewed by mutual consent.
3. (1) The Administration shall take all reasonable steps to ensure that the construction work is completed and the railway is commissioned by 1st April, 1976: Provided, however, that the Administration shall not be held responsible in any manner whatsoever for any delay in the completion and opening of the railway resulting from any cause whatever over which the Administration has no control.

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EN NADEMAAL die uitvoersteenkol in eenheidstreine vervoer sal word wat vir die doel van hierdie ooreenkoms as lang, swaar treinstelle aanvaar sal word bestaande uit trokke wat spesiaal vir die vervoer van steenkool ontwerp is en wat as eenhede heen en weer sal beweeg tussen plekke in die gebied van die Witbankse steenkoolvelde waaroor nog onderling ooreengekom sal word, en eindpuntgeriewe wat deur die Vereniging voorsien sal word binne die grondgebied by Richardsbaai waaroor die Administrasie regsmag het;

EN NADEMAAL bykomende geriewe, geheel en al afsonderlik van dié waarna in die voorgaande paragrafe verwys word, in die gebied van die steenkoolvelde nodig mag wees vir die bedryf van eenheidstreine, en die Administrasie en die Vereniging ooreengekom het om, elkeen op sy eie koste, sodanige gedeelte van die gemelde geriewe te voorsien soos onderling ooreengekom mag word wat elkeen se verantwoordelikheid sal wees om te voorsien.

EN NADEMAAL, indien die Vereniging se tonnemaat uitvoersteenkol op enige tydstep vyf (5) miljoen ton per jaar sou oorskry, die Vereniging verder onderneem het om, onderworpe slegs aan omstandighede waaroor hy geen beheer het nie—as 'n voorvereiste vir enige sodanige toename in die Vereniging se uitvoertonnemate—enige bykomende spoor en/of ander geriewe by of langs aan die steenkoolmyne te voorsien volgens die vereistes van die Administrasie;

EN NADEMAAL die voorsiening van eindpuntgeriewe binne die grondgebied waaroor die Administrasie regsmag het vir die spoorhantering, aflaai, berging en verskeping van die uitvoersteenkol 'n nodige toevoegsel is tot die voorsiening van spoortoegang van die steenkoolvelde af, die Vereniging 'n onderneming aan die Administrasie gegee het dat hy, op sy eie koste, sodanige eindpuntgeriewe sal voorsien, uitrus, beheer, bedryf en onderhou, wat toereikend sal wees om 'n totaal van ongeveer twaalf (12) miljoen ton per jaar te behartig, vir sy eie gemelde Regeringsgoedgekeurde uitvoersteenkol van tot nege (9) miljoen ton per jaar en die Regeringsgoedgekeurde uitvoersteenkol van die Anthracite Producers Association (Edms.) Bpk. (hierna APA genoem) tot ongeveer een (1) miljoen ton per jaar en dié van The Natal Associated Collieries (Edms.) Bpk. (hierna NAC genoem) tot ongeveer twee (2) miljoen ton per jaar;

EN NADEMAAL, indien die Administrasie dit sou nodig ag dat die Vereniging bykomende kapasiteit vir die hantering van ander uitvoerders se Regeringsgoedgekeurde uitvoersteenkol by die eindpuntgeriewe by Richardsbaai moet voorsien, d.i. bo en behalwe die kapasiteit wat nodig sal wees vir die volume van nagenoeg twaalf (12) miljoen ton per jaar voorheen gemeld, dit 'n aangeleentheid sal wees vir onderhandeling, tussen die Administrasie en die Vereniging;

EN NADEMAAL die Administrasie as 'n geheel en al afsonderlike aangeleentheid ooreengekom het om grond binne die gebied by Richardsbaai waaroor hy regsmag het aan die Vereniging te verhuur vir die voorsiening van die eindpuntgeriewe teen 'n huur wat nog deur die Administrasie bepaal sal word;

EN NADEMAAL die Administrasie ooreengekom het om 'n spoorlyn met 'n spoorwydte van een duisend vyf en sestig (1 065) millimeter te bou van 'n aansluiting af by Broodsniersplaas, die eindpunt van die bestaande spoorlyn Ogies—Broodsniersplaas, na 'n nuwe opstelsterrein (uitgesonderd) naby Ermelo, 'n afstand van ongeveer drie en negentig (93) kilometer (hierna die spoorlyn genoem), om verkeer van Broodsniersplaas af na die nuwe hawe wat by Richardsbaai in aanbou is, te vervoer;

EN NADEMAAL die Vereniging ingestem het om vyftig (50) persent van alle verliese in die bedryf van die spoorlyn te dra gedurende die aanvanklike tydperk van tien (10) jaar vanaf die datum wat dit vir verkeer oopgestel word, soos dit in hierdie ooreenkoms omskryf word, maar onderworpe aan 'n maksimum betaling van twee miljoen rand (R2 000 000) per jaar;

EN NADEMAAL die Regering besluit het dat, onderworpe daaraan dat die bestaande steenkoolkontrak met die Japanse staalnywerheid nie gekanselleer word nie en die Vereniging die nodige steenkoolverwerkingsinstallasies in die Witbankgebied voorsien vir die veredeling van steenkool wat kragtens gemelde kontrak gelewer moet word, asmede die nodige steenkoolhanteringsgeriewe by die steenkoolmyne en by Richardsbaaihawes, die Vereniging vrygestel sal word van sy aanspreeklikheid om vyftig (50) persent van die verwagte bedryfsverliese op die spoorlyn tussen Broodsniersplaas en Ermelo, of twee miljoen rand (R2 000 000) per jaar, te betaal, na gelang van watter bedrag die minste is;

EN NADEMAAL die bepalings en voorwaardes van die ooreenkoms t.o.v. die spoorlyn wat op 1 Junie 1971 tussen die Administrasie en die Vereniging aangegaan is, verander het, is gesamentlik ooreengekom om die gemelde ooreenkoms as gekanselleer te beskou van die datum af waarop hierdie ooreenkoms aangegaan word;

EN NADEMAAL by voltooiing van die spoorlyn dit deur die Administrasie geëksploiteer en in stand gehou sal word, onderworpe aan die bepalings en voorwaardes hierna uiteengesit;

DERHALWE kom die partye hierby soos volg ooreen:

1. Die ooreenkoms wat op 1 Junie 1971 tussen die Administrasie en die Vereniging aangegaan is, word hierby gekanselleer en deur hierdie ooreenkoms vervang.

2. Voortspruitend uit die veranderde omstandighede rakende die bou van die spoorlyn, moet die Administrasie gewysigde wetgewing verkry vir die doel om hierdie ooreenkoms te bekragtig. Die ooreenkoms word deur beide partye as finaal en bindend en onvoorwaardelik in alle opsigte aanvaar, behalwe slegs indien gemelde gewysigde wetgewing vir die spoorlyn nie binne twaalf (12) maande vanaf die datum waarop hierdie ooreenkoms aangegaan is, goedgekeur word nie, in welke geval die ooreenkoms sal verval tensy dit deur wedersydse toestemming hernuwe word.

3. (1) Die Administrasie sal alle redelike stappe doen om te verseker dat die aanlegwerk voltooi en die spoorlyn teen 1 April 1976 in gebruik geneem word: Met dien verstande egter dat die Administrasie nie op enige wyse verantwoordelik gehou sal word vir vertraging met die voltooiing en die oopstel van die spoorlyn as gevolg van enige oorsaak hoegenaamd waaroor die Administrasie geen beheer het nie.

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3. (2) The Association has at the date of the signing of this Agreement concluded a contract for the export to Japan of twenty seven comma three (27,3) million long tons—twenty seven comma seven (27,7) million metric tons—of coal, initially in small quantities through Lourenço Marques as from 1st October, 1972, and thereafter two comma four nine (2,49) million metric tons of coal per year over a period of eleven (11) years as from 1st April, 1976, through the new harbour which is under construction at Richards Bay, and shall make all endeavours to obtain further contracts to ensure a minimum export volume from its own coal sources of five (5) million tons of export coal a year.

3. (3) In order to cope with the said agreed upon minimum annual volume of export coal traffic of five (5) million tons a year, the Association shall, at its own cost, provide the facilities at the collieries that are necessary for the loading of railway trucks, and the receipt, despatch and movement of such trucks; all facilities concerned with or affecting the receipt, loading, movement and despatch of railway trucks shall be in accordance with such standards and of such nature and magnitude as the Administration in its reasonable judgment may prescribe.

3. (4) Where it is mutually agreed between the parties to this Agreement that additional facilities in the coalfields area—over and above those to be provided by the Association in terms of sub-clause (3) of this clause—should be established for the purpose of operating unit trains, the Administration and the Association shall provide, each at its own cost, that portion of the facilities on a site and to the extent as may be mutually agreed upon as being the responsibility of each to provide.

3. (5) (a) The Association shall at its own cost and on land behind the coal berths in Richards Bay harbour provide, equip, control, operate and maintain such terminal facilities as shall be adequate to cope with a total of approximately twelve (12) million tons a year for its own Government-authorised export coal of up to nine (9) million tons a year and the Government-authorised export coal of APA up to approximately one (1) million tons a year and that of NAC up to approximately two (2) million tons a year.

(b) In the event of the Administration requiring the Association to provide additional capacity at the coal-terminal facilities at Richards Bay for handling any further Government-authorised export coal, i.e. over and above the capacity required for the approximate volume of up to twelve (12) million tons a year mentioned in sub-clause 3 (5) (a), the matter shall be one for negotiation between the Administration and the Association.

(c) As it is necessary that all users of the terminal facilities at Richards Bay shall share in the use thereof on a non-discriminatory basis, it is agreed that the Departments of Commerce and of Industries shall always be consulted in the matter, with the understanding that the Association has the right to reserve capacity up to twelve (12) million tons a year as mentioned in subclause 3 (5) (a), before accepting any other commitment to handle further export coal.

The design, control and operation of the said terminal facilities shall be entirely the responsibility of the Association subject to the proviso that the design of the track layout and all procedures affecting the use of the Administration's locomotives and rolling-stock, including turn-round cycle time, shall be to the approval of the Administration. Furthermore, the lease of the said land and the control, operation and maintenance of the said terminal facilities shall be treated as entirely separate issues, the terms and conditions of which shall be covered by a separate agreement or agreements.

3. (6) The Association shall take all reasonable steps to ensure that all its facilities referred to in this clause shall be available and operating by the operative date as defined in clause 14: Provided, however, that the Association shall not be held responsible in any manner whatsoever, other than the liability under this Agreement, for any delay in completing or in operating the terminal facilities resulting from any cause whatever over which the Association has no control.

3. (7) Before the Association's tonnages of export coal from the Witbank coalfields through Richards Bay in excess of the said agreed upon minimum annual volume are accepted by the Administration for conveyance, the Association shall, at its own cost, provide such additional track and/or other facilities that may be required at or adjacent to the collieries as referred to in subclauses (3) and (4) of this clause.

3. (8) The Administration shall have the right, after consultation with the Association, to construct or provide from time to time during the construction of and/or after opening of the railway for public traffic such additional tracks or other facilities directly connected with the operation of the railway, as a public facility, as it may deem necessary in order to enable it to cope with any expected increases in export coal and/or other traffic over the railway. Any such additional tracks and/or other facilities shall be provided and the cost thereof regarded as forming part and parcel of the construction and equipment of the railway for the purpose of this Agreement, subject to the proviso that the Association will not be adversely affected by such action.

3. (9) The Association undertakes to keep the Administration informed continually of its negotiations for additional export-coal business within the overall authority granted to it for the export of coal and to consult the Administration before additional coal-export contracts are concluded. On being informed of the concluding of any further contract or contracts, the Administration shall take the necessary steps to ensure, as far as practicable, that the necessary additional departmental rail transport facilities (including rolling-stock) shall be available in time for the conveyance of any expected additional tonnages of coal over and above the five (5) million tons per annum for which the railway facilities are being provided.

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3. (2) Die Vereniging het op die datum waarop hierdie ooreenkoms onderteken is, 'n kontrak aangegaan om sewe en twintig komma drie (27,3) miljoen Engelse ton—sewe en twintig komma sewe (27,7) miljoen metrieke ton—steenkool na Japan uit te voer, aanvanklik in klein hoeveelhede deur Lourenço Marques van 1 Oktober 1972 af en daarna van 1 April 1976 af twee komma vier nege (2,49) miljoen metrieke ton per jaar oor 'n tydperk van elf (11) jaar, deur die nuwe hawe wat by Richardsbaai in aanbou is, en sal alle pogings aanwend om verder kontrakte te verkry ten einde 'n minimum uitvoervolume van vyf (5) miljoen ton uitvoersteenkool per jaar uit sy eie steenkoolbronne te verseker.

3. (3) Ten einde die ooreengekome minimum volume uitvoersteenkoolverkeer van vyf (5) miljoen ton per jaar te behartig sal die Vereniging, op eie koste, die geriewe by die steenkoolmyne voorsien wat nodig is vir die laai van spoorwegtrokke en die ontvangs, afstuur en beweging van sodanige trokke; alle geriewe betrokke by of rakende die ontvangs, laai, beweging en afstuur van spoorwegtrokke moet in ooreenstemming met sodanige standaarde en van so 'n aard en omvang wees as wat die Administrasie na sy redelike oordeel mag voorskryf.

3. (4) Waar daar onderling deur die partye tot hierdie ooreenkoms ooreengekom word dat bykomende geriewe in die gebied van die steenkoolvelde—bo en behalwe dié wat kragtens subklousule (3) van hierdie klousule deur die Vereniging voorsien moet word—daargestel moet word vir die doel om eenheidstreine te bedryf, sal die Administrasie en die Vereniging, elkeen op sy eie koste, dié gedeelte van die geriewe voorsien op 'n terrein en van 'n omvang soos onderling ooreengekom mag word wat elkeen se verantwoordelikheid sal wees om te voorsien.

3. (5) (a) Die Vereniging sal op eie koste en op grond agter die steenkoolaanlêplekke in Richardsbaai hawe eindpuntgeriewe voorsien, uitrus, beheer, bedryf en onderhou wat toereikend sal wees om 'n totaal van ongeveer twaalf (12) miljoen ton per jaar te behartig, vir sy eie Regeringsgoedgekeurde uitvoersteenkool van tot nege (9) miljoen ton per jaar en die Regeringsgoedgekeurde uitvoersteenkool van APA tot ongeveer een (1) miljoen ton per jaar en dié van NAC tot ongeveer twee (2) miljoen ton per jaar.

(b) Indien die Administrasie dit sou nodig ag dat die Vereniging bykomende kapasiteit by die steenkool-eindpuntgeriewe by Richardsbaai moet voorsien vir die hantering van enige bykomende Regeringsgoedgekeurde uitvoersteenkool, d.i. bo en behalwe die kapasiteit wat nodig is vir die benaderde volume van tot twaalf (12) miljoen ton per jaar in subklousule 3 (5) (a) van hierdie klousule genoem, sal dit 'n aangeleentheid wees vir onderhandeling tussen die Administrasie en die Vereniging.

(c) Aangesien dit nodig is dat alle gebruikers van die eindpuntgeriewe by Richardsbaai in die gebruik daarvan sal deel op 'n grondslag van geen onderskeid, word ooreengekom dat die Departemente van Handel en van Nywerheidswese altyd oor die saak geraadpleeg sal word: Met dien verstande dat die Vereniging die reg het om kapasiteit tot twaalf (12) miljoen ton per jaar soos in subklousule 3 (5) (a) genoem, te reserveer voordat enige ander verpligting om verder uitvoersteenkool te hanteer, aanvaar word.

Die ontwerp, beheer en bedryf van genoemde eindpuntgeriewe sal geheel en al die verantwoordelikheid van die Vereniging wees, onderworpe aan die voorbehoud dat die ontwerp van die spooruitleg en alle prosedures rakende die gebruik van die Administrasie se lokomotiewe en rollende materiaal, met inbegrip van heen-en-weertyd, aan die Administrasie se goedkeuring onderworpe sal wees. Verder sal die huur van die genoemde grond en die beheer, bedryf en onderhoud van die genoemde eindpuntgeriewe as afsonderlike aangeleenthede behandel word, waarvan die bepalinge en voorwaardes deur 'n aparte ooreenkoms of ooreenkomste gedek sal word.

3. (6) Die Vereniging moet alle redelike stappe doen om te verseker dat al sy geriewe waarna in hierdie klousule verwys word, beskikbaar en in werking is teen die datum van oopstelling soos omskryf in klousule 14: Met dien verstande egter dat die Vereniging nie op enige wyse hoegenaamd, behalwe vir sy aanspreeklikheid onder hierdie ooreenkoms, verantwoordelik sal wees vir enige vertraging in die voltooiing of bedryf van die eindpuntgeriewe voortspruitend uit enige oorsaak hoegenaamd waaroor die Vereniging geen beheer het nie.

3. (7) Voordat die Vereniging se tonnemaat uitvoersteenkool in oorskryding van die genoemde ooreengekome minimum volume van die Witbankse steenkoolvelde af deur Richardsbaai, vir vervoer aanvaar word, moet die Vereniging op sy eie koste sodanige bykomende spoor- en/of ander geriewe voorsien wat by of langsaan die steenkoolmyne nodig mag wees soos bepaal in subklousules (3) en (4) van hierdie klousule.

3. (8) Die Administrasie sal die reg hê om, na oorlegpleging met die Vereniging, van tyd tot tyd gedurende die aanlegtydperk en/of nadat die lyn vir openbare verkeer oopgestel is, sodanige bykomende spoorlyne aan te lê of ander geriewe aan te bring, wat regstreeks met die bedryf van die spoorlyn as 'n openbare gerief in verband staan, en wat hy nodig mag ag om hom in staat te stel om enige verwagte vermeerdering in uitvoersteenkool en/of ander verkeer oor die spoorlyn te kan behartig. Enige sodanige bykomende spoorlyne en/of ander geriewe moet voorsien word, en die koste daarvan sal vir die doel van hierdie ooreenkoms as deel van die bou en uitrusting van die spoorlyn beskou word, onderworpe aan die voorbehoud dat sodanige optrede die Vereniging nie nadelig sal raak nie.

3. (9) Die Vereniging onderneem om die Administrasie voortdurend op die hoogte te hou van sy onderhandelings vir bykomende uitvoersteenkoolbesigheid binne die globale goedkeuring wat aan hom toegeken is vir die uitvoer van steenkool, en om die Administrasie te raadpleeg voordat bykomende steenkooluitvoerkontrakte aangegaan word. Wanneer die Administrasie verwillig word van die sluiting van enige bykomende kontrak of kontrakte, moet hy die nodige stappe doen om, sover dit prakties uitvoerbaar is, te verseker dat die nodige bykomende departementele spoorvervoergeeriewe (met inbegrip van rollende materiaal) betyds beskikbaar is vir die vervoer van enige verwagte bykomende tonnemaat steenkool bo en behalwe die vyf (5) miljoen ton per jaar waarvoor die spoorgeriewe tans voorsien word.

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4. (1) The cost of construction and equipment of the railway, excluding any additional tracks or other facilities as referred to in clause 3 (3) hereof, is estimated to amount to approximately forty-one million rand (R41 million), excluding rolling-stock, which amount, plus the interest referred to in clause 7 (2) hereof, shall be recovered within the initial period of ten (10) years from the operative date referred to in clause 14 hereof.

4. (2) The route of the railway and the sites of stations and sidings shall be approximately as shown on the plan annexed hereto (Annexure B) and signed by both parties: Provided that the Administration may, after consultation with the Association, modify, for engineering, operating and financial exigencies only, the route of the railway and the sites of stations and sidings, subject to any limitation imposed by the statutory authority under which the railway is constructed.

5. (1) The railway shall be constructed and equipped according to the standards adopted by the Administration.

5. (2) For the purpose of this Agreement the cost of construction and equipment of the railway shall comprise all items of expenditure, including interest, chargeable to the railway in accordance with the Administration's usual accounting practice, but excluding any amount/s repaid by the Association to the Administration in terms of clause 11 hereof, and excluding also the cost of locomotives, other rolling-stock and any movable equipment used in connection with rolling-stock in the working of the railway after completion.

6. (1) When the railway has been completed and has been certified by the Administration's Chief Civil Engineer as being ready for the conveyance of public traffic, it shall forthwith be opened by the Administration for the conveyance of public traffic.

6. (2) From the date of opening of the railway for the conveyance of public traffic and for the duration of this Agreement, the rail distance for the calculation of rail transport charges in accordance with the applicable tariff rates shall be enhanced—by a distance to be decided upon by the Administration—in respect of all public traffic, with the exception of the Association's coal traffic from the Witbank coalfields area for export through Richards Bay, for the purpose set out in clause 7 hereof.

6. (3) The fares, charges and rates for the conveyance of passengers, parcels, livestock and goods of any description, with the exception only of coal traffic from the Witbank coalfields area consigned by or on behalf of the Association for export through Richards Bay harbour, and for the services incidental thereto, shall be those fixed by the Administration from time to time and applicable generally over its railway system.

6. (4) Nothing contained in this Agreement shall be deemed to diminish or restrict in any way the Administration's statutory power to fix and alter its rates and fares.

6. (5) As from the operative date referred to in clause 14, and for the full term of the Agreement, special rail rates as set out in Annexure A to this Agreement shall apply to the conveyance from the Witbank coalfields area to Richards Bay of export-coal traffic of the Association.

7. (1) From the operative date referred to in clause 14 hereof and subject to the provisions hereinafter set forth, the additional revenue which shall be derived from the enhanced length of the railway in respect of the public traffic consigned for conveyance over it, referred to in clause 6 (2) hereof, shall be used to defray any losses which may be sustained in the working of the railway and shall also provide for the recovery of the capital investment in the railway, including interest charges on the remaining balance of the said capital investment during the said period.

7. (2) The interest charges on the investment shall be assessed at the weighted average rate applicable to the Capital Funds utilised to provide for the construction and equipment of the railway.

7. (3) It shall be a specific understanding of this Agreement that as from the operative date referred to in clause 14 hereof, the additional revenue which shall be derived from the enhanced length of the railway in respect of any traffic consigned by or on behalf of the Association for conveyance over the railway, with the exception of the Association's export coal conveyed to Richards Bay from the Witbank coalfields area, shall not be taken into account in determining the working results of the railway but shall be credited to a ledger account to be opened with the Administration in the name of the Association.

8. (1) From the operative date referred to in clause 14 hereof and for each financial year of the Administration thereafter for a period of ten (10) years, the Administration shall prepare and maintain accounts to indicate the results of working the railway, and a copy of each annual statement shall be supplied to the Association at its offices in Johannesburg as soon as practicable after the close of each financial year. The accounts shall be prepared in accordance with the Administration's usual accounting practice.

8. (2) The Administration shall, in drawing up the accounts mentioned in subclause 1 of this clause, credit the working account of the railway with an amount equal to the cost of conveyance of all departmental traffic traversing the railway other than departmental traffic consigned to or from any point between Broodsniersplaas (inclusive) and Ermelo (inclusive).

8. (3) If, in any one financial year, the results of the working of the railway referred to in subclause (1) of this clause show a surplus, the Association shall have no claim to receive payment thereof but such surplus shall be retained by the Administration and shall be set off against any loss which may be incurred in the working of the railway during any other ensuing financial year within the ten (10) year period.

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4. (1) Die geraamde koste vir die aanlê en uitrus van die spoorlyn, met uitsondering van enige bykomende spoorlyne of ander geriewe genoem in klousule 3 (8) hiervan, beloop ongeveer een en veertig miljoen rand (R41 miljoen), rollende materiaal uitgesonder, welke bedrag, plus die rente in klousule 7 (2) hiervan genoem, verhaal sal word binne die aanvanklike tydperk van tien (10) jaar vanaf die datum van oopstelling soos bepaal in klousule 14 hiervan.

4. (2) Die roete van die spoorlyn en die ligging van stasies en sylyne moet nagenoeg wees soos aangetoon op die bygaande plan (Bylae B) wat deur beide partye onderteken is: Met dien verstande dat die Administrasie, na oorlegpleging met die Vereniging, die roete van die spoorlyn en die ligging van stasies en sylyne kan wysig slegs om aan die vereistes van ingenieurswerk, bedryf en finansies te voldoen, onderworpe aan enige beperking opgelê deur die wetteregtelike magtiging waarkragtens die spoorlyn aangelê word.

5. (1) Die spoorlyn moet aangelê en uitgerus word ooreenkomstig die standaarde wat deur die Administrasie aanvaar is.

5. (2) Vir die doel van hierdie ooreenkoms sluit die koste van die aanlê en uitrus van die spoorlyn alle uitgaweposte in, met inbegrip van rente, wat in ooreenstemming met die Administrasie se gewone rekeninggebruik teen die spoorlyn in rekening gebring moet word, maar uitgesonder enige bedrag/bedrae wat ingevolge klousule 11 hiervan deur die Vereniging aan die Administrasie terugbetaal is, en uitgesonder ook die koste van lokomotiewe, ander rollende materiaal en verskuifbare uitrusting wat in verband met rollende materiaal gebruik word in die eksploitasie van die spoorlyn nadat dit voltooi is.

6. (1) Wanneer die spoorlyn voltooi is en die Administrasie se Siviele Hoofingenieur gesertifiseer het dat dit gereed is vir die vervoer van openbare verkeer, moet dit onverwyld deur die Administrasie oopgestel word vir die vervoer van openbare verkeer.

6. (2) Vanaf die datum waarop die spoorlyn vir openbare verkeer oopgestel is en vir die duur van hierdie ooreenkoms, moet die spoorafstand vir die berekening van spoorvervoerkoste in ooreenstemming met die toepaslike tarief vermeerder word—met 'n afstand wat deur die Administrasie bepaal sal word—t.o.v. alle publieke verkeer, met uitsondering van die Vereniging se steenkoolverkeer van die gebied van die Witbankse steenkoolvelde af vir uitvoer deur Richardsbaai, vir die doel uiteengesit in klousule 7 hiervan.

6. (3) Die reisgeld, koste en tariewe vir die vervoer van passasiers, pakkette, lewende hawe en alle soorte goedere, met die uitsondering slegs van steenkoolverkeer van die gebied van die Witbankse steenkoolvelde af wat deur of ten behoeve van die Vereniging vir uitvoer deur Richardsbaai versend word, en vir aanverwante dienste, is dieselfde as dié wat die Administrasie van tyd tot tyd vasstel en wat oor die algemeen op sy spoorweë van toepassing is.

6. (4) Geen bepaling in hierdie ooreenkoms word geag hoegenaamd aan die Administrasie se wetteregtelike bevoegdheid om sy tariewe en reisgeld vas te stel en te verander, afbreuk te doen of dit te beperk nie.

6. (5) Vanaf die datum van oopstelling in klousule 14 bepaal en vir die volle duur van die ooreenkoms, sal spesiale spoortariewe op die vervoer van die Vereniging se uitvoersteenkool van die gebied van die Witbankse steenkoolvelde af na Richardsbaai van toepassing wees, soos uiteengesit in Bylae A by hierdie ooreenkoms.

7. (1) Vanaf die datum van oopstelling in klousule 14 hiervan bepaal en onderworpe aan die bepaling hierna uiteengesit, moet die bykomende inkomste wat uit die vermeerderde lengte van die spoorlyn verkry word ten opsigte van die openbare verkeer wat vir vervoer daaroor versend word, en waarna in klousule 5 (2) hiervan verwys is, gebruik word om verliese te bestry wat in die eksploitasie van die spoorlyn gely mag word, en ook om voorsiening te maak vir die verhaal van die kapitaalbelegging in die spoorlyn, met inbegrip van rentekoste op die saldo van die genoemde kapitaalbelegging gedurende die genoemde tydperk.

7. (2) Die rentekoste op die belegging moet bereken word teen die beswaarde gemiddelde koers van toepassing op die kapitaalfondse wat gebruik word vir die aanlê en uitrus van die spoorlyn.

7. (3) Dit is 'n uitdruklike verstandhouding van hierdie ooreenkoms dat, vanaf die datum van opstelling waarna in klousule 14 hiervan verwys word, die bykomende inkomste wat uit die vermeerderde lengte van die spoorlyn verkry word ten opsigte van verkeer wat deur of ten behoeve van die Vereniging vir vervoer oor die spoorlyn versend word, behalwe die uitvoersteenkool wat vir die Vereniging na Richardsbaai van die gebied van die Witbankse steenkoolvelde af vervoer word, nie in rekening gebring moet word om die bedryfsresultate van die spoorlyn te bepaal nie, maar op 'n grootboekrekening wat by die Administrasie in die naam van die Vereniging oopgemaak moet word, gekrediteer word.

8. (1) Vanaf die datum van oopstelling in klousule 14 hiervan bepaal, en vir elke daaropvolgende boekjaar van die Administrasie vir 'n tydperk van tien (10) jaar, moet die Administrasie rekenings opstel en hou om die bedryfsresultate van die spoorlyn aan te toon, en 'n afskrif van elke jaarstaat moet so spoedig doenlik na die afsluit van elke boekjaar aan die Vereniging by sy kantoor in Johannesburg besorg word. Die rekenings moet ooreenkomstig die Administrasie se gewone rekeninggebruik opgestel word.

8. (2) Onderwyl die Administrasie die rekenings genoem in subklousule (1) van hierdie klousule opstel, moet hy die bedryfsrekening van die spoorlyn krediteer met 'n bedrag gelykstaande aan die vervoerkoste van alle departementele verkeer wat oor die spoorlyn vervoer word, behalwe departementele verkeer wat na of van enige plek tussen Broodsnyersplaas (inbegryp) en Ermelo (inbegryp) versend word.

8. (3) Indien die resultate van die bedryf van die spoorlyn, genoem in subklousule (1) van hierdie klousule, in enige boekjaar 'n surplus toon, het die Vereniging geen aanspraak daarop nie, maar word sodanige surplus deur die Administrasie gehou en in mindering gebring teen enige verlies wat in 'n daaropvolgende boekjaar binne die tydperk van tien (10) jaar met die bedryf van die spoorlyn gely mag word.

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8. (4) An account shall be opened which shall be known as the Accumulated Loss Account and it shall be debited with fifty (50) per cent of any loss incurred in the working results of the railway for any particular year. In determining the working loss in any year due regard shall be had to previous surpluses, if any, in the working results of the railway in accordance with subclause (3) of this clause. The Association shall be liable for the payment annually of the balance reflected in the Accumulated Loss Account for such year or two million rand (R2 000 000), whichever is the lesser figure, within thirty (30) days after it has been notified by the Administration of the said balance in the account. In the event of there being a debit balance in the said account at the end of the ten (10) year period, i.e. after all the said annual payments have been effected, such balance shall not be for the Association's account.

8. (5) Interest based on the current investment rate applicable to the Administration's new permanent investments at the commencement of the particular financial year, shall be payable by the Association on any amounts outstanding on payments in respect of the working losses—referred to in subclause (4) of this clause—after the said period of thirty (30) days has lapsed; such interest shall not be taken into account when calculating the amount payable by the Association in terms of subclause (4) of this clause but shall be treated as an entirely separate issue.

9. (1) If the results of the working of the railway for the period from the closing date of the last whole financial year of the Administration within the period of ten (10) years up to the expiry date of the said period of ten (10) years show a surplus, the Association shall have no claim to repayment of such surplus.

9. (2) If the results of the working of the railway for the period from the closing date of the last whole financial year of the Administration within the period of ten (10) years up to the expiry date of the said period of ten (10) years, show a loss, the balance reflected in the Accumulated Loss Account or a proportional amount of the said two million rand (R2 000 000), whichever is the lesser figure, shall be defrayed by the Association in the manner set out in clauses 8 (4) and 8 (5) hereof.

9. (3) Any amounts outstanding to the Administration, including interest on such outstanding amounts, shall be settled in full within thirty (30) days after the Association has been notified by the Administration of the amounts outstanding at the end of the ten (10) year period.

9. (4) Once settlement has been effected between the parties at the end of the said period of ten (10) years, in accordance with the provisions of this clause, the Administration shall no longer be required to consult the Association in accordance with clauses 3, 4 and 13 hereof and the obligations of the Administration and of the Association in accordance with clauses 4, 8 and 9 hereof shall cease to be of further force and effect, and the Administration shall no longer maintain the financial statements referred to in clause 8.

10. Notwithstanding anything to the contrary contained above, the Association shall be absolved from its liability of payment of fifty (50) per cent of the expected operating losses in the working of the railway referred to in clauses 8 and 9 hereof, or two million rand (R2 000 000) per annum, whichever is the lesser amount, on condition, firstly, that the Association shall not cancel the existing contract with the Japanese steel industry and, secondly, that the Association shall provide the necessary coal-processing installations in the Witbank area for the beneficiation of coal to be supplied under the said contract as well as the necessary rail and other coal-handling facilities both at the collieries and at Richards Bay harbour for the execution of the said contract.

11. (1) The Association hereby agrees to repay to the Administration, on demand, or within such period as the Administration in its discretion may determine, the total amount of—

- (a) any compensation which the Administration may have paid to any third party or parties whose rights to minerals of whatever nature have been expropriated or injuriously affected as a result of the expropriation and/or use of the land acquired for the railway, in that, by reason of the operation of the Mining Laws, the mining of such minerals under or in the vicinity of the railway is prohibited or restricted; and
- (b) all costs, including legal costs, incurred by the Administration for the purpose of investigating, settling or contesting any claim for compensation preferred against it by any such third party:

Provided that nothing in this subclause contained shall be deemed to impose on the Association any obligation with respect to any minerals, or the injurious affection of any rights to minerals, underlying any land traversed by the railway of which the Administration was the owner at the date of the signing of the previous agreement referred to in clause 1 hereof, i.e. on 1st June, 1971.

11. (2) The Administration shall take all reasonable and proper steps to settle, on the most advantageous terms, any claims for compensation preferred against it by third parties, as stated in subclause (1) of this clause, and shall consult the Association before arriving at a final settlement with any such claimant. If any such claim cannot be settled out of court on terms which, in the opinion of the Association are fair and reasonable, the Administration shall, at the risk and expense of the Association, contest any legal proceedings which the claimant may bring against it for the determination of the amount of the compensation payable. The Administration undertakes that, in regard to the manner in which and the extent to which any such proceedings are to be contested, it will, wherever practicable, act in accordance with and give effect to such directions as may be given to it by the Association from time to time during the course of the litigation, including directions to pay any amount into court, or to settle the claim at an agreed figure, or to appeal or not to appeal against any judgment or order of the court of first instance.

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8. (4) 'n Rekening wat as die Opgehoopteverlies-rekening bekend sal staan, sal oopgemaak en gedebiteer word met vyftig (50) persent van enige verlies in die bedryfsresultate van die spoorlyn in enige besondere jaar. By die bepaling van die bedryfsverlies vir enige jaar moet rekening gehou word met vorige surplusse, indien enige, in die bedryfsresultate van die spoorlyn in ooreenstemming met subklousule (3) van hierdie klousule. Die Vereniging sal aanspreeklik wees vir die betaling jaarliks van die balans aangetoon in die Opgehoopteverlies-rekening, of twee miljoen rand (R2 000 000), watter syfer ook al die laagste is, binne dertig (30) dae nadat hy deur die Administrasie van gemelde balans op die rekening in kennis gestel is. Indien daar aan die einde van die tydperk van tien (10) jaar 'n debetbalans in genoemde rekening is, d.i. nadat alle genoemde jaarlikse betalings gemaak is, sal sodanige balans nie vir die Vereniging se rekening wees nie.

8. (5) Rente teen die heersende beleggingskoers wat op die Administrasie se nuwe permanente beleggings aan die begin van die bepaalde boekjaar van toepassing is, moet na verstryking van die genoemde tydperk van dertig (30) dae deur die Vereniging betaal word op alle bedrae wat uitstaande is op betalings ten opsigte van die bedryfsverliese waarna in subklousule (4) van hierdie klousule verwys word; sodanige rente moet nie in aanmerking geneem word wanneer die bedrag wat ingevolge subklousule (4) van hierdie klousule deur die Vereniging betaalbaar is, bereken word nie maar dit moet as 'n afsonderlike aangeleentheid behandel word.

9. (1) Indien die bedryfsresultate van die spoorlyn vir die tydperk vanaf die sluitingsdatum van die laaste volle boekjaar van die Administrasie binne die tydperk van tien (10) jaar tot op die datum waarop die genoemde tydperk van tien (10) jaar verstryk, 'n surplus toon, het die Vereniging geen aanspraak op die terugbetaling van sodanige surplus nie.

9. (2) Indien die bedryfsresultate van die spoorlyn vir die tydperk vanaf die sluitingsdatum van die laaste volle boekjaar van die Administrasie binne die tydperk van tien (10) jaar tot op die datum waarop genoemde tydperk van tien (10) jaar verstryk, 'n verlies toon, moet die balans in die Opgehoopteverlies-rekening of 'n proporsionele gedeelte van die genoemde twee miljoen rand (R2 000 000), watter syfer ook al die laagste is, deur die Vereniging vergoed word op die wyse uiteengesit in klousules 8 (4) en 8 (5) hiervan.

9. (3) Enige uitstaande bedrae wat aan die Administrasie verskuldig is, met inbegrip van rente op sodanige uitstaande bedrae, moet binne dertig (30) dae nadat die Vereniging aan die einde van die tydperk van tien (10) jaar deur die Administrasie van die uitstaande bedrae in kennis gestel is, ten volle vereffen word.

9. (4) Na afrekening tussen die partye aan die einde van die genoemde tydperk van tien (10) jaar ooreenkomstig die bepalinge van hierdie klousule, sal dit nie meer vir die Administrasie nodig wees om die Vereniging in ooreenstemming met klousules 3, 4 en 13 hiervan te raadpleeg nie, en die Administrasie en die Vereniging se verpligtings ooreenkomstig klousules 4, 8 en 9 hiervan sal nie meer van krag wees nie, en die Administrasie sal ophou om die finansiële state genoem in klousule 8, te hou.

10. Nieteenstaande teenstrydige bepalinge hierin vervat, is die Vereniging vrygestel van sy aanspreeklikheid vir die betaling van vyftig (50) persent van die verwagte bedryfsverliese in die bedryf van die spoorlyn waarna in klousules 8 en 9 hiervan verwys word, of twee miljoen rand (R2 000 000) per jaar, watter bedrag ook al die minste is, op voorwaarde, eerstens, dat die bestaande steenkoolkontrak met die Japannese staalnywerheid nie gekanselleer word nie en, tweedens, dat die Vereniging die nodige steenkoolverwerkingsinstallasies in die Witbankgebied voorsien vir die veredeling van steenkool wat kragtens gemelde kontrak gelewer moet word asmede die nodige steenkoolhanteringsgeriewe by die steenkoolmyne en by Richardsbaaihawe vir die uitvoer van genoemde kontrak.

11. (1) Die Vereniging stem hierby in om op aanvraag, of binne sodanige tydperk as wat die Administrasie na sy goeddunke mag bepaal, aan die Administrasie die totale bedrag terug te betaal van—

- (a) vergoeding wat die Administrasie mag betaal het aan 'n derde party of partye wie se regte op minerale van watter aard ook al onteien of aangetas is as gevolg van die ontiening en/of gebruik van die grond vir die spoorlyn deurdat die ontginning van sodanige minerale onder of naby die spoorlyn vanweë die toepassing van die mynwette verbied of beperk word; en
- (b) alle koste, met inbegrip van regs-koste, wat die Administrasie aangegaan het met die ondersoek, skikking of bestryding van 'n eis om vergoeding wat deur so 'n derde party teen hom ingestel is:

Met dien verstande dat geen bepaling in hierdie subklousule geag moet word 'n verpligting op die Vereniging te lê nie met betrekking tot minerale, of die aantasting van regte op minerale, onder grond waaroor die spoorlyn loop en waarvan die Administrasie op die datum van ondertekening van die vorige ooreenkoms waarna in klousule 1 hiervan verwys word, d.i. 1 Junie 1971, die eienaar was.

11. (2) Die Administrasie moet alle redelike en gepaste stappe doen om alle eise om vergoeding wat deur derde partye soos vermeld in subklousule (1) van hierdie klousule teen hom ingestel word, op die voordeligste voorwaardes te skik en moet die Vereniging raadpleeg alvorens hy 'n finale skikking met so 'n eiser aangaan. Indien sodanige eis nie buite die hof geskik kan word op voorwaardes wat na die mening van die Vereniging billik en redelik is nie, moet die Administrasie op risiko en koste van die Vereniging enige regs-geding bestry wat die eiser teen die Administrasie mag instel om die bedrag van die verskuldigde vergoeding te bepaal. Met betrekking tot die wyse waarop so 'n regs-geding bestry moet word, en die omvang van die verweer, onderneem die Administrasie om indien doenlik te handel volgens en gevolg te gee aan sodanige opdragte as wat die Vereniging van tyd tot tyd, solank die verrigtinge voortduur, aan hom mag gee, met inbegrip van opdragte om een of ander bedrag by die hof in te betaal, of om die eis teen 'n onderling aanvaarde bedrag te skik, of om teen 'n uitspraak of bevel van die hof van eerste instansie te appelleer of nie daarteen te appelleer nie.

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11. (3) It is hereby agreed that if any rights to minerals of whatever nature vested in the Association or in the collieries represented by it (whether such rights were acquired before or after the date of this Agreement) are expropriated for or injuriously affected as a result of the expropriation and/or use of the land acquired for the railway, in that by reason of the operation of the Mining Laws, the mining of such minerals under or in the vicinity of the railway is prohibited or restricted, the Association shall release the Administration from and indemnify the Administration against, and shall also procure that—at the time of the signing of this Agreement—each of the Member Companies of the Association shall jointly and severally and unconditionally release the Administration from and indemnify the Administration against, any and all liability to compensate any such Company or the successors or assigns of any such Company, or any third party, in respect of the injurious affection, as aforesaid, of such rights to minerals.

12. It is an express condition of this Agreement that the Association, at the time of signing of this Agreement, shall procure that each of the member Companies represented by it shall jointly and unconditionally accept and bind itself fully to all the terms and conditions of this Agreement. Furthermore, should any other company or companies hereafter become a member or members of the Association, the Association shall procure that such company or companies shall also jointly and unconditionally accept and bind itself or themselves fully to all the terms and conditions of this Agreement. The name/s of such other new member company or companies shall be furnished to the Administration within fourteen (14) days of such company or companies becoming a member of the Association.

13. There shall be no restriction on the right of the Administration to run any class or type of traffic whatever over the railway, including diverted and/or departmental traffic, and the Administration may construct any line or lines of railway, and consent to the construction of private sidings, in continuation of or as a branch from the railway: Provided that before constructing any such line of railway or consenting to the construction of any such private siding, the Administration shall consult the Association and shall take into consideration any representations that the Association may make with respect thereto.

14. Provided the railway has been completed and certified ready for the conveyance of traffic on or before 1st April, 1976, the operative date referred to in clauses 3 (6), 4 (1), 6 (5), 7 (1), 7 (3), 8 (1) and 15 shall be 1st April, 1976, unless coal has been consigned by or on behalf of the Association and conveyed over the railway for export through Richards Bay prior to 1st April, 1976, when the date of acceptance of the first of any such prior consignments shall be the operative date; except that if the completion of the railway and its certification occurs after 1st April, 1976, such later date of its certification shall be the operative date.

15. This Agreement shall—subject to the stipulations contained in clause 2 hereof—come into operation immediately it is signed by both parties thereto and shall remain in operation for a period of eleven (11) years as from the operative date referred to in clause 14 whereafter it shall terminate and the terms and conditions thereof shall be of no further force and effect. Should no coal at all for export through Richards Bay materialise, the Association's liability as set out in clauses 8, 9 and 11 shall remain.

SIGNED for and on behalf of the Government of the Republic of South Africa in its Railways and Harbours Administration at Cape Town on this the 14th day of March, 1975.

(Signed) S. L. MULLER
Minister of Transport

AS WITNESSES:

1. (Signed) R. DE JONGH
2. (Signed) J. SWANEPOEL

SIGNED for and on behalf of THE TRANSVAAL COAL OWNERS ASSOCIATION (1923) (PTY.) LTD. at Johannesburg on this the 24th day of January, 1975, under the authority of a resolution of the Board of Management of the Association dated the 20th day of January, 1975.

(Signed) A. A. SEALEY
Chairman

(Signed) R. A. LEE
Deputy Chairman

AS WITNESSES:

1. (Signed) W. F. MACHIN
2. (Signed) W. D. SCULLY

WYSIGINGSWET OP SPOORWEG- EN HAWEWETTE, 1975.

Wet No: 46, 1975

11. (3) Daar word hierby ooreengekom dat indien regte op minerale van watter aard ook al, wat by die Vereniging of by die steenkoolmyne deur hom verteenwoordig, berus (hetsy sodanige regte voor of na die datum van hierdie ooreenkoms verkry is), onteien of aangetas word as gevolg van die onteiening en/of gebruik van die grond wat vir die spoorlyn verkry is deurdat die ontginning van sodanige minerale onder of naby die spoorlyn vanweë die toepassing van die mynwette verbied of beperk word, moet die Vereniging die Administrasie vrystel van en skadeloos stel teen en—by ondertekening van hierdie ooreenkoms—dit bewerkstellig dat elkeen van die lidmaatskappe van die Vereniging die Administrasie afsonderlik en gesamentlik en onvoorwaardelik onthef van en vrywaar teen alle aanspreeklikheid om sodanige Maatskappy of die opvolgers of regverkrygendes van sodanige Maatskappy of 'n derde party te vergoed vir die aantasting, soos voormeld, van sodanige regte op minerale.

12. Dit is 'n uitdruklike voorwaarde van hierdie ooreenkoms dat die Vereniging, by ondertekening van hierdie ooreenkoms, sal sorg dat elkeen van die lidmaatskappe wat hy verteenwoordig, al die bepalings en voorwaardes van hierdie ooreenkoms gesamentlik en onvoorwaardelik aanvaar en hom ten volle daaraan verbind. Bowendien moet die Vereniging sorg dat indien enige ander maatskappy of maatskappe lid of lede van die Vereniging sou word, hy of hulle alle bepalings en voorwaardes van hierdie ooreenkoms gesamentlik en onvoorwaardelik aanvaar en hom of hulle ten volle daaraan verbind. Die naam/name van sodanige ander nuwe lidmaatskappy of -maatskappe moet binne veertien (14) dae nadat hy/hulle lid/lede van die Vereniging geword het, aan die Administrasie verstrekk word.

13. Daar rus geen beperking op die Administrasie se reg om enige soort of tipe verkeer hooftenaam oor die spoorlyn te vervoer nie, met inbegrip van afgeleide en/of departementele verkeer, en die Administrasie kan enige spoorlyn(e) aanleë en toestemming verleen vir die aanleë van private sylyne as 'n verlenging of vertakking van die spoorlyn: Met dien verstande dat alvorens die Administrasie sodanige spoorlyn(e) aanleë of toestemming vir die aanleë van sodanige private sylyn verleen, hy die Vereniging moet raadpleeg en alle vertoeë in aanmerking moet neem wat die Vereniging in verband daarmee mag indien.

14. Op voorwaarde dat die spoorlyn voltooi en daar gesertifiseer is dat dit gereed is vir die vervoer van verkeer op of voor 1 April 1976, sal die datum van oopstelling waarna in klousules 3 (6), 4 (1), 6 (5), 7 (1), 7 (3), 8 (1) en 15 verwys word, 1 April 1976 wees tensy steenkool voor 1 April 1976 deur of ten behoeve van die Vereniging versend en oor die spoorlyn vervoer word vir uitvoer deur Richardsbaai, in welke geval die datum van aanvaarding van die eerste van sodanige besendings vooraf die datum van oopstelling sal wees; behalwe dat as die voltooiing en sertifisering van die spoorlyn ná 1 April 1976 plaasvind, sodanige later datum van sertifisering die datum van oopstelling sal wees.

15. Hierdie ooreenkoms sal—onderworpe aan die bepalings vervat in klousule 2 hiervan—onmiddellik nadat dit deur beide partye onderteken is, in werking tree en sal vir 'n tydperk van elf (11) jaar van krag bly vanaf die datum van oopstelling in klousule 14 bepaal, waarna dit sal eindig en die bepalings en voorwaardes daarvan van nul en gener waarde sal wees. Indien die uitvoer van steenkool deur Richardsbaai nie werklikheid word nie, bly die Vereniging se aanspreeklikheid soos omskryf in klousules 8, 9 en 11 van krag.

GETEKEN namens en ten behoeve van die Regering van die Republiek van Suid-Afrika in sy Administrasie van Spoorweë en Hawens in Kaapstad op die 14de dag van Maart 1975.

(Geteken) S. L. MULLER
Minister van Vervoer

GETUIE:

1. (Geteken) R. DE JONGH
2. (Geteken) J. SWANEPOEL

GETEKEN namens en ten behoeve van DIE TRANSVAAL COAL OWNERS ASSOCIATION (1923) (EDMS.) BPK. in Johannesburg op die 24ste dag van Januarie 1975, kragtens 'n besluit van die Bestuursraad van die Vereniging gedateer die 20ste dag van Januarie 1975.

(Geteken) A. A. SEALEY
Voorsitter

(Geteken) R. A. LEE
Adjunk-voorsitter

GETUIE:

1. (Geteken) W. F. MACHIN
2. (Geteken) W. D. SCULLY

Act No. 46, 1975 RAILWAYS AND HARBOURS ACTS AMENDMENT ACT, 1975.

ANNEXURE A

SPECIAL RATES FOR THE CONVEYANCE OF COAL
TO RICHARDS BAY.

The following special rates shall apply for the duration of the Agreement to the conveyance of coal for export consigned by the Association from the Witbank coalfields to the coal yard at Richards Bay:

1. On condition that at least 2 400 000 tons of coal traffic be consigned annually for export:

(a) Basic rates for the year 1st April, 1976, to 31st March, 1977:

	<i>Cents per ton</i>
Witbank	357
Blackhill	350
Minnaar	344
Saaiwater	333
Kromklip	330
Bezuidenhoutsrus	325
Vandyksdrif	320
Blinkpan	314
Broodsniersplaas	308
Arbor	351
Middelburg	377
Hawerklip	381

(b) For the year 1st April, 1977, to 31st March, 1978, and subsequent years up to and including 1st April, 1986, to 31st March, 1987, the rates to be applied shall be calculated in accordance with the following formula:

$$R_i = 0,25.B. \frac{L_j}{L_0} + 0,24.B. \frac{M_j}{M_0} + 0,51.B. \frac{I_j}{I_0}$$

Where:

R_i = Rate applicable for a specific year i : 1st April to 31st March.

B = Basic rate for the year 1st April, 1976, to 31st March, 1977.

L = Average for a calendar year of the Seifsa Index of Actual Labour Cost applicable to all hourly paid employees as compiled and issued by the Steel and Engineering Industries Federation of South Africa.

M = Average for a calendar year of the monthly wholesale price index for commodities for consumption in South Africa, all groups total.

I = Average interest rate for a calendar year payable by the S.A. Railways on loans, calculated by dividing the total interest of a calendar year by the average loan debt of that calendar year.

0 = Period 1st January, 1975, to 31st December, 1975.

j = Full calendar year immediately preceding year i .

The final figure shall be rounded off to the nearest cent per ton.

2. In the event of a lesser annual tonnage than 2 400 000 tons of coal for export being tendered for conveyance during any one year of the duration of the contract, the total railrage payable for such a year shall be calculated either on the basis of a total of 2 400 000 tons having been conveyed during that year or on the basis of the actual tonnage conveyed at the normal prescribed rate during that year for coal for export, whichever is the lesser.

3. If consignments of export coal from the Witbank coalfields to the coal yard at Richards Bay should commence prior to 1st April, 1976, the basic rate as set out in clause 1 (a) hereof shall apply to such consignments.

4. If consignments of export coal from the Witbank coalfields to the coal yard at Richards Bay should owing to departmental reasons only, commence subsequent to 1st April, 1976, the prescribed annual tonnage of 2 400 000 shall be adjusted on a pro rata time basis.

5. The abovementioned charges cover only haulage of coal and normal sidings and miscellaneous charges shall be levied where applicable.

(Signed) S. L. MULLER
Minister of Transport

(Signed) A. A. SEALEY
Chairman

(Signed) R. A. LEE
Deputy Chairman

As WITNESSES:

1. (Signed) W. F. MACHIN
2. (Signed) W. D. SCULLY

As WITNESSES:

1. (Signed) R. DE JONGH
2. (Signed) J. SWANEPOEL

WYSIGINGSWET OP SPOORWEG- EN HAWEWETTE, 1975.

Wet No. 46, 1975

BYLAE A

SPESIALE TARIWE VIR DIE VERVOER VAN
STEENKOOI NA RICHARDSBAAI

Die volgende spesiale tariwe sal van toepassing wees vir die duur van die Ooreenkoms vir die vervoer van steenkool wat deur die Vereniging van die Witbankse steenkoolvelde na die steenkoolterrein by Richardsbaai versend word:

1. Op voorwaarde dat minstens 2 400 000 ton steenkoolverkeer per jaar vir uitvoer versend word:

(a) Basiese tariwe vir die jaar 1 April 1976 tot 31 Maart 1977:

	<i>Sent per ton</i>
Witbank	357
Blackhill	350
Minnaar	344
Saaiwater	333
Kromklip	330
Bezuidenhoutsrus	325
Vandyksdrif	320
Blinkpan	314
Broodsniersplaas	308
Arbor	351
Middelburg	377
Hawerklip	381

(b) Vir die jaar 1 April 1977 tot 31 Maart 1978 en daaropvolgende jare tot en met inbegrip van 1 April 1986 tot 31 Maart 1987, moet die tariwe wat toegepas sal word ooreenkomstig die volgende formule bereken word:

$$R_i = 0,25.B. \frac{L_i}{L_0} + 0,24.B. \frac{M_i}{M_0} + 0,51.B. \frac{I_i}{I_0}$$

Waar:

R_i = Tarief van toepassing in 'n besondere jaar i : 1 April tot 31 Maart.

B = Basiese tarief vir die jaar 1 April 1976 tot 31 Maart 1977.

L = Gemiddeld vir 'n kalenderjaar van Seifsa se Index of Actual Labour Cost van toepassing op alle uurliksbesoldigde werknemers soos opgestel en uitgereik deur die Federasie van Staal- en Ingenieursnywerhede van Suid-Afrika.

M = Gemiddeld vir 'n kalenderjaar van die maandelikse groothandelprysindex vir kommoditeite vir verbruik in Suid-Afrika, totaal van alle groepe.

I = Gemiddelde rentekoers vir 'n kalenderjaar betaalbaar op lenings deur die S.A. Spoorweë, bereken deur die totale rente van 'n kalenderjaar deur die gemiddelde leningskuld van daardie jaar te verdeel.

o = Tydperk 1 Januarie 1975 tot 31 Desember 1975.

j = Volle kalenderjaar net voor jaar i .

Die finale syfer sal afgerond word tot die naaste sent per ton.

2. Ingeval minder as 2 400 000 ton uitvoersteenkol gedurende enige enkele jaar van die duur van die kontrak vir vervoer aangebied word, moet die totale spoorvrag wat vir sodanige jaar betaalbaar is, bereken word of op die grondslag asof 'n totaal van 2 400 000 ton gedurende die jaar vervoer is, of op die grondslag van die werklike tonnemaat wat vervoer is teen die normale voorgeskrewe tarief gedurende daardie jaar vir uitvoersteenkol, watter ook al die minste is.

3. Indien besendings uitvoersteenkol van die Witbankse steenkoolvelde af na die steenkoolterrein in Richardsbaai voor 1 April 1976 'n aanvang sou neem, sal die basiese tarief soos in klousule 1 (a) hiervan uiteengesit van toepassing wees.

4. Indien besendings uitvoersteenkol van die Witbankse steenkoolvelde af na die steenkoolterrein in Richardsbaai alleenlik om departementele redes, na 1 April 1976 'n aanvang sou neem, moet die voorgeskrewe jaarlikse tonnemaat van 2 400 000 op 'n pro rata-tydsgrondslag aangepas word.

5. Die bogenoemde koste dek net die sleepkoste van steenkool, en normale sylyn- en diverse koste sal, waar van toepassing, gehef word.

(Geteken) S. L. MULLER
Minister van Vervoer

(Geteken) A. A. SEALEY
Voorsitter

(Geteken) R. A. LEE
Adjunk-voorsitter

AS GETUIES:

1. (Geteken) W. F. MACHIN
2. (Geteken) W. D. SCULLY

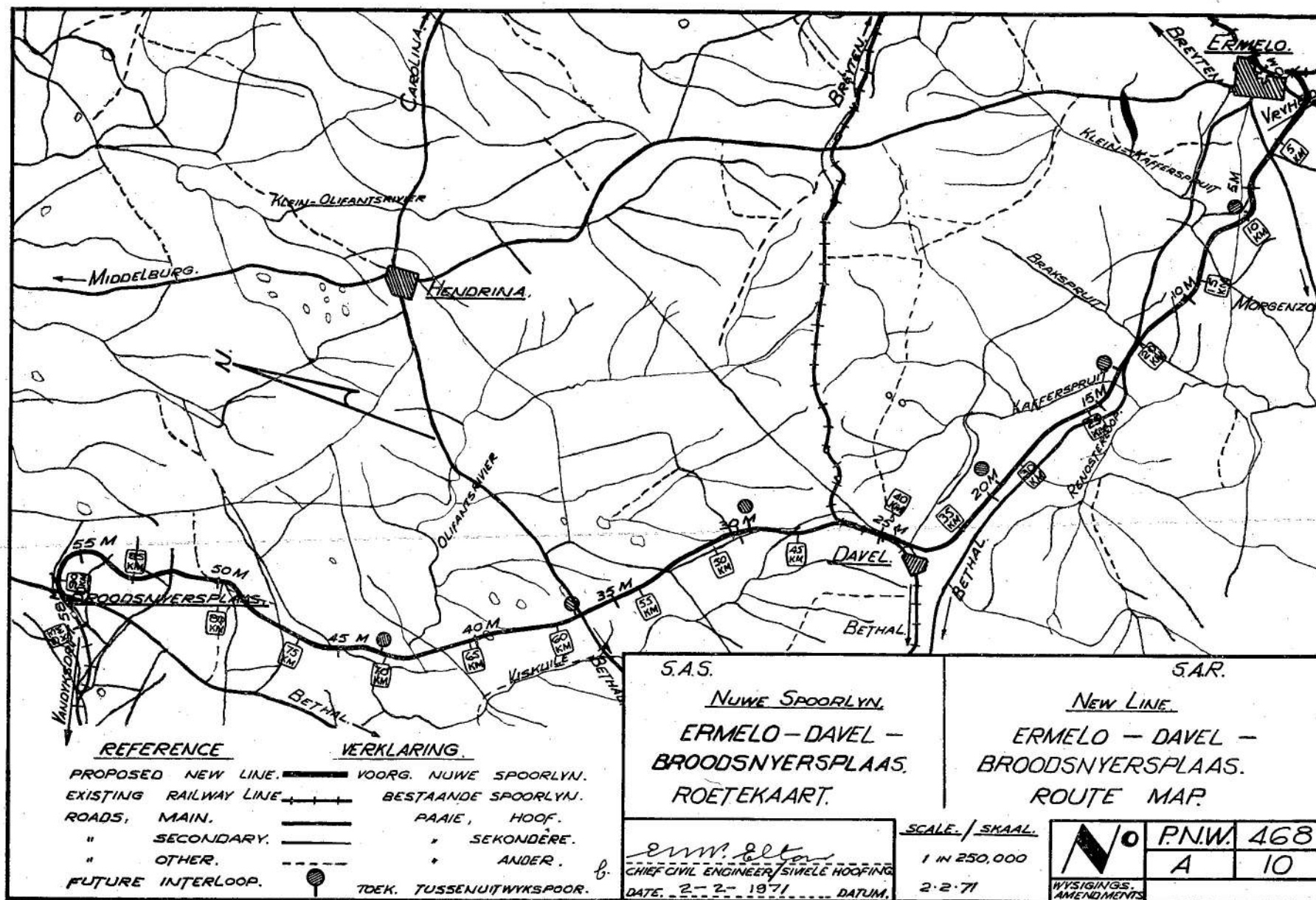
AS GETUIES:

1. (Geteken) R. DE JONGH
2. (Geteken) J. SWANEPOEL

WYSIGINGSWET OP SPOORWEG- EN HAWEWETTE, 1975.

Wet No. 46, 1975

BYLAE B



(Geteken) S. L. MULLER
S.A. SPOORWEE EN HAWENS

AS GETUIES: 1. (Geteken) R. de Jongh
2. (Geteken) J. Swanepoel

(Geteken) A. A. SEALEY (Geteken) R. A. LEE
DIE TRANSVAAL COAL OWNERS ASSOCIATION (1923) (EDMS.) BPK.

AS GETUIES: 1. (Geteken) W. F. Machin
2. (Geteken) W. D. Scully

