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[No. 733.]

GOEWERMENTSKENNISGEWINGS.

DEPARTEMENT VAN ARBEID.

No. R. 299.]

[28 Februarie 1964.

WET OP NYWERHEIDSVERSOENING, 1956.

PADPASSASIEVERVOERBEDRYF, PORT
ELIZABETH.

OOREENKOMS.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens paragraaf (a) van subartikel (1) van artikel agt-en-veertig van die Wet op Nywerheidsversoening, 1956, soos gewysig, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Padpassasiersvervoerbedryf betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 25 Maart 1967 eindig, bindend is vir die werk-gewer en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vakvereniging is.

M. VILJOEN,
Adjunk-minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE PADPASSASIEVERVOER-
BEDRYF, PORT ELIZABETH.

OOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, No. 28 van 1956, soos gewysig, gesluit en aangegaan deur en tussen

The Port Elizabeth Passenger Transport, Limited
(hieronder die "werkgewers" genoem), aan die een kant en

The Port Elizabeth Bus Workers' Union
(hieronder die "werknemers" of die "Vakvereniging" genoem)
aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Padpassasiers-
vervoerbedryf (Port Elizabeth).

1. TOEPASSINGSBESTEK VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die landdros-
distrik Port Elizabeth nagekom word deur die werk-gewer wat
in die aanhef van die Bylae gemeld word en wat by die Pad-
passasiersvervoerbedryf betrokke is, en deur alle werknemers wat
lede van die Vakvereniging is en wat in daardie Bedryf werk-
saam is en vir wie lone en diensvoorwaardes in hierdie Ooreen-
koms voorgeskryf word.

GOVERNMENT NOTICES.

DEPARTMENT OF LABOUR.

No. R. 299.]

[28 February 1964.

INDUSTRIAL CONCILIATION ACT, 1956.

ROAD PASSENGER TRANSPORT INDUSTRY,
PORT ELIZABETH.

AGREEMENT.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of paragraph (a) of sub-section (1) of section forty-eight of the Industrial Conciliation Act, 1956, as amended, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 25th March, 1967, upon the employer who and the trade union which entered into the said Agreement and upon the employees who are members of that union.

M. VILJOEN,
Deputy-Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER
TRANSPORT INDUSTRY PORT ELIZABETH.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as amended, made and entered into by and between

The Port Elizabeth Passenger Transport, Limited
(hereinafter referred to as the "employer"), of the one part, and

The Port Elizabeth Bus Workers' Union
(hereinafter referred to as "the employees" or "The Trade Union") of the other part,

being parties to the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this agreement shall be observed in the Magisterial District of Port Elizabeth by the employer referred to in the preamble to the schedule who is engaged in the Road Passenger Transport Industry and by all employees who are members of the Trade Union and who are employed in that Industry and for whom wages and conditions of service are prescribed in this Agreement.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister ingevolge artikel *agt-en-veertig* van die Wet op Nywerheidsversoening, 1956, soos gewysig, moet vasstel, en bly van krag vir die tydperk wat op 25 Maart 1967 eindig of dié tydperk wat hy mag bepaal.

3. WOORDOMSKRYWING.

Alle uitdrukkings wat in hierdie deel van die Ooreenkoms gebesig en in die Wet omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n wet of ordonnansie melding gemaak word, word daarmee ook alle wysigings van sodanige wet of ordonnansie bedoel, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui, ook vrouens; voorts tensy onbestaanbaar met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;

"Raad" die Nywerheidsraad vir die Padpassasiersvervoerbedryf (Port Elizabeth), geregistreer ingevolge artikel *twee* van die Wet op Nywerheidsversoening, 1924, en wat geag word ingevolge die Wet geregistreer te gewese het;

"vakman" 'n werknemer, uitgesonderd 'n letterskilder of 'n skilder soos omskryf in die Ooreenkoms wat by Goewermentskenningsgewing No. 422 van 16 Maart 1962 gepubliseer is, wat 'n leerkontrak kragtens die Wet op Vakleerlinge, 1944, voltooi het of 'n werknemer wat in besit is van 'n sertifikaat wat deur die Raad erken word en wat hom in staat stel om as 'n vakman in diens geneem te word;

"Padpassasiersvervoerbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om 'n persoon of persone teen vergoeding per openbare pad te vervoer deur middel van 'n voertuig (uitgesonderd 'n voertuig wat deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie beheer word) wat ontwerp is vir aandrywing op 'n ander manier as deur middel van mense- of dierekrag en wat ontwerp is vir die vervoer van meer as agt persone, bo en behalwe die bestuurder van sodanige voertuig;

"diens" die totale tydperk wat 'n werknemer voor of na die inwerkingtreedingsdatum van hierdie Ooreenkoms ononderbroke by dieselfde werkgewer in die Bedryf in diens was;

"loodswerknemer graad I" 'n werknemer wat nie 'n vakman is nie en wat een van of al die volgende werksaamhede verrig:—

Vere en skommels omruil; versoolde remskoene insluit; remme stel; kringspille en busse omruil; kruiskoppeling omruil; nawe en laers (onder die toesig van 'n voorman) verwyder en vervang; geslete penne en busse in rem-, koppelaar en wisselaarskakels omruil; aan water- en brandstoflekke aandag gee; aan die bakwerk van voertuie aandag gee waar sodanige werk nie die verwydering van panele of plafonne, ens., noodsaaklik maak nie, maar omvat nie paneelklopwerk nie;

"loon" die loon wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word, met dien verstande dat wanneer die werkgewer 'n werknemer gereeld 'n hoër bedrag betaal as dié wat in gemelde klousule voorgeskryf word, dit sodanige hoër bedrag beteken.

4. LONE.

(1) Geen werkgewer mag laer lone as die volgende betaal en geen werknemer mag laer lone as die volgende aanvaar nie:—

	Per uur.
(a) Vakmanne	54.00 sent.
(b) Loodswerknemers graad I	33.50 sent.

5. BETALING VIR DIENS.

(1) Alle werknemers vir wie lone in klousule 4 (1) (b) voorgeskryf word (d.w.s. loodswerknemers graad I) en wat 11 jaar lank by dieselfde werkgewer werksaam was, moet 'n ekstra 1.667 sent per uur betaal word; dié werknemers wat 15 jaar lank by dieselfde werkgewer werksaam was, moet 'n ekstra 2.500 sent per uur betaal word; en dié werknemers wat twintig jaar lank by dieselfde werkgewer werksaam was, moet 'n ekstra 3.333 sent per uur betaal word.

6. LEWENSKOSTETOELAE.

(1) Behoudens die bepalings van klousule 7 (4) (b) en (5) van die Ooreenkoms, moet die werkgewer, benewens die lone wat in klousule 4 voorgeskryf word, sy vakmanne en loodswerknemers graad I, die volgende lewenskostetoelae vir elke voltooide week van 44 uur gewerk of op 'n pro rata-uurgroondslag vir enige gedeelte van 'n week gewerk, betaal:—

	Per week.
	R c
(a) Vakmanne	10 83
(b) Loodswerknemers graad I	12 80

(2) Die toelae wat in paragrawe (a) en (b) van subklousule (1) voorgeskryf word, moet gegrond word op die beswaarde gemiddelde verbruikersprysindeksyfer van die nege vernaamste stedelike gebiede, soos van tyd tot tyd deur die Direkteur van Statistiek, Pretoria, gepubliseer, en moet verhoog of verlaag word met die bedrag van tien sent vir elke voltooide 0.452 van 'n punt wisseling van die indeks bokant of onderkant 105.83.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be fixed by the Minister in terms of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, and shall remain in force for the period ending 25th March, 1967, or such period may be determined by him.

3. DEFINITIONS.

Any terms used in this part of the Agreement which are defined in the Act shall have the same meaning as in that Act, any reference to an Act or Ordinance shall include any amendment of such Act or Ordinance and unless the contrary intention appears, words importing the masculine gender shall include females; further unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth), registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Act;

"journeyman" means an employee, other than a signwriter or brush hand as defined in the Agreement published under Government Notice No. 422 of the 16th March, 1962, who has completed a contract of apprenticeship under the Apprenticeship Act, 1944, or an employee who is in possession of a certificate, recognised by the Council, enabling him to be employed as a journeyman;

"Road Passenger Transport Industry" means the industry in which employers and employees are associated for the purpose of transporting for reward over any public road any person or persons by means of any vehicle (other than a vehicle controlled by the South African Railways and Harbours Administration) designed for propulsion otherwise than by human or animal power, designed to carry more than eight persons in addition to the driver of such vehicle;

"service" means the total period of continuous employment of an employee with the same employer in the Industry prior or subsequent to the date on which this Agreement comes into operation;

"shed employee, grade I" means an employee who is not a journeyman and who is engaged in any or all of the following occupations:—

Changing springs and shackles; fitting relined brake shoes; adjusting brakes; changing king pins and bushes; changing universal joints; removing and replacing wheel hubs and bearings (under the supervision of a foreman); changing worn pins and bushes in brake clutch and change-speed linkages; attending to water and fuel leaks; attending to the bodywork of vehicles where such work does not necessitate the removal of panels or ceilings, but does not include panel-beating;

"wage" means the wage prescribed in clause 4 of this Agreement provided that where the employer regularly pays an employee an amount higher than that prescribed in the said clause, it means such higher amount.

4. WAGES.

No employer shall pay and no employee shall accept wages lower than the following:—

	Per Hour.
(a) Journeymen	54.00 cents.
(b) Shed Employee, Grade I	33.50 cents.

5. SERVICE PAY.

(1) All employees for whom wages are prescribed in clause 4 (1) (b) (i.e. Shed Employees, Grade I) and who have completed 11 years of service with the same employer, shall be paid an extra 1.667 cents per hour; those employees who have completed 15 years of service with the same employer shall be paid an extra 2.500 cents per hour; and those employees who have completed twenty years of service with the same employer, shall be paid an extra 3.333 cents per hour.

6. COST OF LIVING ALLOWANCE.

(1) Subject to the provisions of Clause 7 (4) (b) and (5) of the Agreement, the employer shall, in addition to the wages prescribed in Clause 4, pay his journeymen and shed employees, grade I, the following cost of living allowances for each completed week's work of 44 hours or on a pro rata hourly basis for any portion of a week worked:—

	Per Week.
	R c
(a) Journeymen	10 83
(b) Shed Employees, Grade I	12 80

(2) The allowances prescribed in paragraphs (a) and (b) of sub-clause (1) shall be based upon the weighted average consumer price index figure of the nine principal urban areas as published from time to time by the Director of Statistics, Pretoria, and shall be increased or decreased by the amount of ten cents for each completed 0.452 of a point variation of the index above or below 105.83.

(3) Enige wysiging in die lewenskostoelakoers wat volg op 'n verandering van die verbruikersprysindeksyfer, word op die eersvolgende Maandag na die publikasie van sodanige verandering van krag en moet op die tweede Vrydag wat op sodanige Maandag volg, betaal word.

(4) Die toelaes wat ingevolge die bepalings van hierdie klousule aan werknemers verskuldig is, word geag die toelaes in te sluit wat ingevolge Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos van tyd tot tyd gewysig mag word, aan hulle betaalbaar is: Met dien verstande dat in gevalle waar die toelaes wat ingevolge hierdie subklousule verskuldig is, minder is as die toelaes wat ingevolge gemelde Oorlogsmaatreël betaal is, laasgenoemde toelaes aan werknemers betaal moet word.

7. BETALING VAN BESOLDIGING.

(1) Besoldiging ten opsigte van die vorige werkweek, wat vanaf Maandag tot Sondag moet strek moet op Vrydae betaal word of by diensbeëindiging indien dit voor die gewone betaal-dag geskied.

(2) Elke werkgever moet die adres van die kantoor waar besoldiging betaal word, by die Raad registreer en moet die Raad van enige adresverandering in kennis stel.

(3) Besoldiging wat ingevolge hierdie Ooreenkoms betaal word, moet vergesel gaan van 'n staat wat die volgende aantoon—

- die naam van die werkgever;
- die naam van die werknemer;
- die getal ure gewerk, met inbegrip van oortyd;
- besonderhede van bedrae wat van werknemers se verdienste afgetrek word;
- die bedrag wat werklik aan die werknemer betaal word; en
- die datum waarop betaling geskied;

en sodanige staat word die eiendom van die werknemer.

(4) 'n Werkgever mag sy werknemer geen boetes opleë nie en ook mag hy geen bedrae van sy werknemer se besoldiging aftrek nie: Met dien verstande dat hy die volgende bedrae mag aftrek:—

- Met die skriftelike toestemming van sy werknemer, 'n bedrag vir 'n vakansie-, siektebystands-, versekerings-, spaar-, voorsorgs- of pensioenfonds;
- behoudens ander bepalings in hierdie Ooreenkoms, wanneer 'n werknemer om 'n ander rede van die werk afwesig is as op las of op versoek van sy werkgever, 'n bedrag in verhouding tot die tydperk van sy afwesigheid bereken op die grondslag van die besoldiging wat sodanige werknemer ten opsigte van sy gewone werkure ten tyde van sodanige afwesigheid ontvang het;
- 'n bedrag ten opsigte van Vakverenigingbydraes ingevolge klousule 18;
- enige bedrag wat 'n werkgever moet of wat hy toegelaat word om ooreenkomstig enige wet of op las van 'n bevoegde hof af te trek;
- enige ander bedrag waarvoor die Vakvereniging, die werknemer en die werkgever onderling skriftelik mag ooreenkom.

(5) Aan alle werknemers moet vier-en-veertig werkure binne 'n bestek van ses dae of betaling in plaas daarvan, gewaarborg word.

(6) Behoudens die bepalings van subklousule (2) van klousule 6, moet niks in hierdie Ooreenkoms die uitwerking hê dat dit die besoldiging wat 'n werknemer op die inwerkingtreedingsdatum van hierdie Ooreenkoms ontvang het, verminder nie.

8. WERKURE.

(1) Behoudens ander bepalings in hierdie Ooreenkoms, mag geen werkgever van 'n werknemer vereis of hom toelaat—

- om langer as vier-en-veertig uur, uitgesonderd etenstye, in 'n bepaalde week te werk nie;
- om vir langer as sewe uur en twintig minute, uitgesonderd etenstye, op 'n bepaalde dag te werk nie;
- om vir 'n 'n aaneenlopende tydperk van langer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur nie: Met dien verstande dat werktydperke wat deur 'n pouse van korter as een uur onderbreek word vir die toepassing van hierdie paragraaf geag word aaneenlopend te wees.

(2) Ondanks die bepalings van paragrafe (a) en (b) van subklousule (1), mag 'n werkgever van 'n werknemer vereis of hom toelaat om vir 'n totale tydperk van hoogstens tien uur in 'n bepaalde week oortyd te werk, met dien verstande dat geen werkgever van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd te werk:—

- vir langer as twee uur op 'n dag nie;
- op meer as drie opeenvolgende dae nie;
- op meer as sestig dae in 'n jaar nie;
- na voltooiing van haar gewone werkure, vir langer as een uur op 'n dag nie, tensy hy—
 - sodanige werknemer voor twaalfuur middag daarvan in kennis gestel het; of
 - 'n toereikende ete aan sodanige werknemer verskaf het voordat sy met die oortydwerk moet begin; of
 - sodanige werknemer 'n toelaes van minstens 15 sent betyds betaal het om die werknemer in staat te stel om 'n ete te bekom voordat daar met die oortydwerk begin moet word.

(3) Any adjustment in the rate of cost of living allowance consequent upon a variation of the consumer price index figure shall come into effect on the first Monday following upon the publication of such variation and shall be paid on the second Friday following upon such Monday.

(4) The allowances due to employees in terms of this Clause shall be deemed to include the allowances payable to them in terms of War Measure No. 43 of 1942, as amended, or as may be amended from time to time; provided that in cases where the allowances due in terms of this sub-clause are less than the allowances payable in terms of the said War Measure, the latter allowance shall be paid to employees.

7. PAYMENT OF REMUNERATION.

(1) Remuneration shall be paid on Fridays in respect of the previous working week which shall be from a Monday to a Sunday, or on termination of employment if this takes place before the ordinary pay day.

(2) Every employer shall register with the Council the address of the office at which remuneration shall be paid and shall notify the Council of any change of address.

(3) Remuneration paid in terms of this Agreement shall be accompanied by a statement showing—

- the employer's name;
- the employee's name;
- the number of hours worked including overtime;
- particulars of deductions made from employee's earnings;
- the actual amount paid to the employee; and
- the date on which payment is made;

and such statement shall become the property of the employee.

(4) An employer shall not impose any fines on his employee nor shall he make any deductions from his employee's remuneration; provided that he may make the following:—

- With the written consent of his employee, a deduction for holiday, sick benefit, insurance, savings, provident or pension funds.
- Except where otherwise provided in this Agreement, whenever an employee is absent from work for any cause other than on the instruction or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the remuneration which such employee was receiving in respect of his ordinary hours of work at the time of such absence.
- A deduction in respect of Trade Union subscriptions in terms of clause 18.
- A deduction of any amount which an employer is required or permitted to make under any law or by order of any competent court.
- Any other deduction that may be mutually agreed upon in writing between the Union, the employee and the employer.

(5) Forty-four hours of work within six days or pay in lieu thereof, shall be guaranteed to all employees.

(6) Subject to the provisions of sub-clause (2) of clause 6, nothing in this Agreement shall operate to reduce the remuneration which any employee was receiving on the date on which this Agreement comes into operation.

8. HOURS OF WORK.

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

- to work for more than forty-four hours, excluding meal times in any one week;
- to work for more than seven hours twenty minutes, excluding meal times, on any one day;
- to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph, periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1), an employer may require or permit an employee to work overtime for a total period not exceeding ten hours in any one week provided that no employer shall require or permit a female employee to work overtime—

- for more than two hours on any day;
- on more than three consecutive days;
- on more than sixty days in any year;
- after completion of her ordinary working hours, for more than one hour on any day unless he has—
 - given notice thereof to such employee before midday; or
 - provided such employee with an adequate meal before she has to commence overtime; or
 - paid such employee an allowance of at least 15 cents in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

9. BETALING VIR OORTYDWERK EN SONDAG.

(1) 'n Werkgewer moet 'n werknemer wat by hom in diens is besoldig teen minstens een en 'n half maal sy uurloon ten opsigte van alle oortydwerk wat sodanige werknemer verrig.

(2) Wanneer 'n werknemer op 'n Sondag werk, moet sy werk-gewer of—

(a) die werknemer,

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy gewone besoldiging betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n week-dag werk, betaalbaar is; of hom,

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, besoldiging betaal teen minstens dubbel sy gewone besoldigingskaal, ten opsigte van die totale tydperk wat op sodanige Sondag gewerk word, of hom minstens dubbel die gewone besoldiging betaal wat ten opsigte van die tydperk wat hy gewoonlik op 'n week-dag werk, betaalbaar is, naamlik die grootste bedrag; of

(b) die werknemer teen minstens een en een derde maal sy gewone besoldigingskaal betaal ten opsigte van die totale tydperk wat op sodanige Sondag gewerk word en hom binne sewe dae vanaf sodanige Sondag, een dag vakansie toestaan en hom ten opsigte daarvan teen minstens sy gewone besoldigingskaal betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. BETALING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werknemer moet afwesigheidsverlof met volle betaling ten opsigte van elke jaar diens by dieselfde werk-gewer op die volgende grondslag toegestaan word:—

(a) Vir elke jaar van die eerste 10 jaar diens: 18 werkdade.

(b) Vir die 11de jaar diens en daarna: 24 werkdade.

(2) 'n Werknemer wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag, of Paasmaandag werk nie, moet vir sewe uur en twintig minute teen sy uurloon vir elke sodanige dag betaal word. 'n Werknemer wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag, Geloftedag, Hemelvaartsdag, Republiekdag of Paasmaandag werk, moet vir die tyd wat hy op engeen van dié dae werk, minstens dubbel sy uurloon betaal word, met 'n betaling vir 'n minimum van sewe uur en twintig minute.

(3) Die werk-gewer moet die tyd vasstel wanneer 'n werknemer sy jaarlikse verlof moet neem, maar indien hy nie die verloftydperk eerder aan die werknemer toegestaan het nie, moet sodanige verlof so toegestaan word dat dit binne drie maande na die eindiging van elke twaalf maande diens begin. Ingeval die werknemer se diens na die voltooiing van twaalf maande diens beëindig word, maar voordat sy verlof ooreenkomstig die bepalings van hierdie klousule aan hom toegestaan is, moet hy betaling in plaas daarvan ontvang.

(4) Vir die doeleindes van jaarlikse verlof, word die diens van 'n werknemer geag te begin vanaf die datum waarop sodanige werknemer by die werk-gewer in diens getree het.

(5) 'n Werknemer wie se dienskontrak gedurende enige tydperk van 52 weke diens eindig voordat die verloftydperk wat in subklousule (1) ten opsigte van daardie tydperk voorgeskryf word, opgeloopt het, moet by sodanige eindiging benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide week van sodanige dienstrydperk 'n bedrag betaal word van minstens een twee en vyftigste van die bedrag van verlof-betaling waarop hy ingevolge subklousule (1) geregtig is.

(6) Elke loodswerknemer, graad I, wat op die eerste dag van Desember in 'n jaar by sy werk-gewer in diens is, moet vir sy dienstrydperk wat in die tydperk van twaalf kalendermaande val wat die eerste dag van Desember onmiddellik voorafgaan 'n bedrag betaal word wat gelyk is aan 3 persent van sy besoldiging, uitgesonderd die bedrag wat ingevolge hierdie subklousule betaalbaar.

(7) Die betaling van die bedrag wat ingevolge subklousule (6) verskuldig is, moet op die gewone betaaldag in die tweede week van Desember geskied.

(8) Loodswerknemers, graad I, wie se dienskontrak voor 1 Desember in 'n jaar eindig, moet 'n bedrag betaal word wat aan 3 persent van sy besoldiging gelyk is uitgesonderd die bedrag wat ingevolge die bepalings van hierdie klousule betaalbaar is en die bedrag wat ingevolge subklousule (6) van hierdie klousules betaalbaar is, wat hy sedert 1 Desember in die voorafgaande jaar ontvang het. Met dien verstande dat 'n werknemer wat vir minder as ses maande ononderbroke by dieselfde werk-gewer in diens was voor sodanige eindiging, nie op sodanige betaling geregtig is nie.

(9) Wanneer aan 'n vakman ingevolge subklousule (1) verlof toegestaan word, moet hy op dieselfde tydperk wat hy ten opsigte van sodanige verlof betaal word, 'n vakansiebonus van minstens R90 ontvang.

(10) 'n Vakman wie se dienskontrak gedurende enige tydperk van twaalf maande diens voor die verloftydperk voorgeskryf in subklousule (1) opgeloopt het, eindig, moet by sodanige eindiging en benewens enige ander besoldiging wat aan hom verskuldig mag wees, ten opsigte van elke voltooide week van sodanige dienstrydperk 'n bedrag betaal word van minstens een twee en vyftigste van die vakansiebonus wat in subklousule (9) van hierdie klousule gemeld word.

9. PAYMENT FOR OVERTIME AND SUNDAYS.

(1) An employer shall pay to an employee employed by him remuneration at a rate not less than time and one-half his hourly rate in respect of all overtime worked by such employee.

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

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(ii) if he so works for a period exceeding four hours, remuneration at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or

(b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday, one day's holiday and pay him in respect thereof, remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

10. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

(1) Every employee shall be granted leave of absence on full pay in respect of each year of service with the same employer on the following basis:—

(a) For each of the first 10 years of service: 18 working days.

(b) For the 11th year of service and thereafter: 24 working days.

(2) An employee who does not work on Kruger Day, Christmas Day, New Year's Day, Good Friday, Day of the Covenant, Ascension Day, Republic Day or Easter Monday, shall be paid for seven hours and twenty minutes at the rate of his hourly wage for each such day. An employee who works on Kruger Day, Christmas Day, New Year's Day, Good Friday, the Day of the Covenant, Ascension Day, Republic Day or Easter Monday shall, for the time he works on any such day, be paid not less than double his hourly wage with a minimum of seven hours and twenty minutes' pay.

(3) The employer shall fix the time when an employee shall take his annual leave, but if he shall not have granted the employee the period of leave at an earlier date, such leave shall be granted so as to begin within three months after the termination of each twelve months' service. In the event of the employee's service being terminated after the completion of twelve months' service, but before he has been granted his leave in accordance with the provisions of this clause, he shall be paid in lieu thereof.

(4) For the purpose of annual leave, the service of an employee shall be deemed to commence from the date on which such employee entered the employer's service.

(5) An employee whose contract of employment terminates during any period of 52 weeks of employment before the period of leave prescribed in sub-clause (1) in respect of that period has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed week of such period of employment, an amount of not less than one fifty-second of the amount of leave pay to which he is entitled in terms of sub-clause (1).

(6) Every shed employee, grade 1, who is in the service of his employer on the first day of December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this sub-clause, for the period of his service within the period of twelve calendar months immediately preceding the first day of December.

(7) Payment of the amount due in terms of sub-clause (6), shall be made on the normal pay day in the second week of December.

(8) Any shed employee, grade 1, whose contract of employment terminates before the 1st December in any year, shall be paid an amount equal to 3 per cent of his remuneration, excluding the amount payable in terms of this sub-clause and the amount payable in terms of sub-clause (6) of this clause, received since the 1st December, in the preceding year; provided that an employee who has had less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

(9) Whenever a journeyman is granted leave in terms of sub-clause (1) he shall, at the same time that he is paid in respect of such leave, be paid a holiday bonus of not less than R90.

(10) A journeyman whose contract of employment terminates during any period of twelve months' employment before the period of leave prescribed in sub-clause (1) has accrued, shall upon such termination and in addition to any other remuneration which may be due to him, be paid in respect of each completed week of such period of employment an amount of not less than one fifty-second of the holiday bonus referred to in sub-clause (9) of this clause.

(11) Die verloftydperk mag nie met siekteverlof saamval nie en, tensy die werknemer aldus versoek en die werkgever skriftelik daartoe instem, ook nie met enige tydperk van militêre opleiding nie.

(12) Vir die toepassing van hierdie klousule word die uitdrukking "diens" geag alle tydperke in te sluit ten opsigte waarvan 'n werkgever 'n werknemer betaal in plaas van om hom kennis te gee en ook enige tydperk of tydperke waarin 'n werknemer afwesig is—

- (a) met siekteverlof kragtens hierdie klousule;
- (b) op las of op versoek van sy werkgever;
- (c) terwyl hy militêre opleiding ondergaan; met dien verstande dat die tydperk van militêre opleiding wat vir die doeleindes van hierdie klousule as "diens" geag word, nie 'n totale tydperk van vier maande gedurende enige tydperk van twaalf maande te bowe gaan nie.

11. LIDMAATSKAP VAN DIE VAKVERENIGING.

(1) 'n Werkgever mag geen werknemer in diens neem wat nie lid van die Port Elizabeth Bus Workers' Union is nie.

(2) Ondanks die bepalings van subklousule (1), is die bepalings van hierdie klousule nie van toepassing ten opsigte van 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het nie: Met dien verstande dat, indien 'n immigrant te eniger tyd na die eerste drie maande diens in die Bedryf geweier het om 'n uitnodiging van die Vakvereniging om lid daarvan te word, aan te neem, die bepalings van hierdie klousule onmiddellik van krag word.

12. DIENSBEÏNDIGING.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet 'n werkgever of 'n werknemer wat die dienskontrak wil beëindig, minstens een week vanaf die gewone betaaldag kennis daarvan gee: Met dien verstande dat dit nie inbreuk maak op die reg van die werkgever of die werknemer om die dienskontrak om 'n regsgeldige rede sonder diensopsegging te beëindig nie: Voorts met dien verstande dat die opseggingstydperk nie mag saamval nie met, en dat kennis ook nie gegee word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 10 of gedurende enige tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, of enige tydperk van siekteverlof van hoogstens 14 dae in enige diensjaar.

(2) Ondanks die bepalings van subklousule (1) mag die werkgever of die werknemer gedurende die eerste twee weke diens die dienskontrak sonder kennisgewing beëindig.

13. UITGAWES VAN DIE RAAD.

(1) Om die uitgawes van die Raad te bestry, moet 'n werkgever vier sent per week van die loon van elkeen van sy werknemers aftrek en by die bedrag aldus afgetrek, 'n gelyke bedrag byvoeg.

(2) Alle bedrae wat ooreenkomstig die bepalings van subklousule (1) van hierdie klousule ingevorder is, tesame met 'n oppaaf wat die getal werknemers wat in diens is, aantoon, moet voor of op die 15de dag van elke maand wat volg op die ten opsigte waarvan die invorderings gedoen is, aan die Sekretaris van die Raad, Posbus 2221, Port Elizabeth, gestuur word.

14. AGENTE.

Die Raad moet een of meer persone as agente aanstel om behulpsaam te wees met die administrasie van hierdie Ooreenkoms. 'n Agent mag enige bedryfsinrigting binnegaan en mag enige werkgever of werknemer ondervra en die rekords van lone wat betaal is en van geld, wat vir gewone en oortydwerk betaal is, nagaan om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

15. ADMINISTRASIE VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die administrasie van hierdie Ooreenkoms, en mag vir die leiding van werkgewers en werknemers menings uitspreek wat nie met die bepalings daarvan onbestaanbaar is nie.

16. VRYSTELLINGS.

(1) Die Raad mag om 'n afdoende rede vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad het die bevoegdheid om 'die voorwaardes betreffende en die tydperk van die vrystelling vas te stel.

(3) Sertifikate ten opsigte van alle vrystellings moet, deur die Sekretaris van die Raad onderteken, uitgereik word en 'n afskrif van elke sertifikaat moet aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, gestuur word.

17. VERTEENWOORDIGERS VAN DIE VAKVERENIGING IN DIE RAAD.

Die werkgever moet aan enige van sy werknemers wat verteenwoordigers in die Raad is, alle redelike fasiliteite verleen om hulle pligte in verband met die werk van die Raad te verrig.

18. VAKVERENIGINGBYDRAES.

Indien 'n werknemer skriftelik daarom aansoek doen, moet 'n werkgever van die loon van daardie werknemer die bedrag aan werknemers se Vakverenigingbydrae aftrek en dit aan die beaampte deur die Vakvereniging aangestel vir die ontvang daarvan, oorhandig.

(11) The period of leave shall not be concurrent with sick leave nor, unless the employee so requests and the employer agrees in writing, with any period of military training.

(12) For the purpose of this clause, the expression "employment" shall be deemed to include any period of which an employer pays an employee in lieu of notice and also any period or periods during which an employee is absent—

- (a) on leave in terms of this clause;
- (b) on the instructions or at the request of his employer;
- (c) for the purpose of undergoing military training; provided that the period of military training deemed to be "employment" for the purposes of this clause, shall not exceed a total period of four months during any period of twelve months.

11. MEMBERSHIP OF THE TRADE UNION.

(1) An employer shall not employ any employee who is not a member of the Port Elizabeth Bus Workers' Union.

(2) Notwithstanding the provisions of sub-clause (1), the provisions of this clause shall not apply in respect of any immigrant during the first year after the date of his entry into the Republic of South Africa, provided, if any immigrant has at any time after the first three months of commencement of his employment in the Industry refused any invitation from the Trade Union to become a member of it, the provisions of this clause shall immediately become operative.

12. TERMINATION OF SERVICE.

(1) Subject to the provisions of sub-clause (2) of this clause, not less than one week's notice from the ordinary pay day shall be given by an employer or an employee to terminate the contract of service; provided that this shall not affect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient; provided further that the period of notice shall not run concurrently with, nor shall notice be given during an employee's absence on leave granted in terms of clause 10 or any period of military training in pursuance of the Defence Act, 1957, or any period of sick leave not exceeding 14 days during any year of service.

(2) Notwithstanding the provisions of sub-clause (1), the contract of service may, during the first two weeks of employment, be terminated by either the employer or the employee without notice.

13. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct four cents per week from the wages of each of his employees and to the amount so deducted, the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of sub-clause (1) of this clause, together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 2221, Port Elizabeth, on or before the 15th day of each month following that in respect of which the collections have been made.

14. AGENTS.

The Council shall appoint one or more persons as agents to assist in the administration of this Agreement. An agent may enter any establishment and may question any employer or employee and inspect the record of wages, paid and payments made for ordinary and overtime work for the purpose of ascertaining whether the terms of this Agreement are being observed.

15. ADMINISTRATION OF AGREEMENT.

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

16. EXEMPTIONS.

(1) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.

(2) The Council shall have the power to fix the conditions and the period of exemption.

(3) Licences of all exemptions shall be issued over the signature of the Secretary of the Council and a copy of each licence shall be forwarded to the Divisional Inspector of Labour, Port Elizabeth.

17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

The employer shall give to any of his employees who are representatives on the Council, every reasonable facility for attending to their duties in connection with the work of the Council.

18. TRADE UNION SUBSCRIPTIONS.

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

19. VERTONING VAN OOREENKOMS.

Elke werkgewer moet 'n kopie van hierdie Ooreenkoms in die vorm voorgeskryf in die Regulasies by die Wet, op 'n plek vertoon wat maklik toeganklik is vir alle werknemers op wie dit van toepassing is.

Hierdie Ooreenkoms op hede die 3de dag van September 1963 namens die partye onderteken.

J. C. K. ERASMUS,
Voorsitter van die Raad.

H. G. COUPE,
Ondervoorsitter van die Raad.

A. S. YOUNG,
Sekretaris van die Raad.

No. R. 300.]

[28 Februarie 1964.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

PADPASSASIERSVERVOERBEDRYF, PORT ELIZABETH.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby kragtens subartikel (1) van artikel twee-en-twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Padpassasiersvervoerbedryf gepubliseer by Goewermentskennisgewing No. R. 299 van 28 Februarie 1964, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare feesdae en werk op Sondae en openbare feesdae daarby gereël word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet.

M. VILJOEN,
Adjunk-minister van Arbeid.

19. EXHIBITION OF AGREEMENT.

A copy of this Agreement shall be exhibited by every employer in a place readily accessible to all employees to whom it applies and in the form prescribed in the regulations to the Act.

This Agreement signed on behalf of the parties, this 3rd day of September, 1963.

J. C. K. ERASMUS,
Chairman of the Council.

H. G. COUPE,
Vice-Chairman of the Council.

A. S. YOUNG,
Secretary of the Council.

No. R. 300.]

[28 February 1964.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby, in terms of sub-section (1) of section twenty-two of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry published under Government Notice No. R. 299 of the 28th February, 1964, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act.

M. VILJOEN,
Deputy-Minister of Labour.

INHOUD.

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Die advertensietarief is R1.00 per duim, enkelkolom; herhalings, R0.80.

Ten einde die ruimte wat 'n advertensie sal beslaan, by benadering te bereken, moet adverteerders die woorde in die advertensie tel en die ruimte bereken teen 45 woorde per duim, enkelkolom.

In elke geval moet 'n ekstra halfduim bo- en onderkant die advertensie onderskeidelik vir die opskrif en die ondertekening toegelaat word. Gedeeltes van 'n halfduim moet as 'n halfduim gereken word.

AANSTELLINGS AS BEEDIGDE TAKSATEURS: R2.00 per plasing.

NAAMSVERANDERING (INDIËRS): R2.00 per plasing.

BESTORWE BOEDEL: Kennisgewings moet op of in die regte vorm ingestuur word en ongeroede inkomsteseëls ter waarde van R1.00 per boedel moet op die vorm geplaak word.

INSOLVENSIEWET: 'n Vaste bedrag van R1.50 per boedel word gevorder vir die publikasie, in lysvorm, van kennisgewings voorgeskryf by die regulasies wat kragtens die Insolvensiewet, 1916 en 1936, opgestel is, en sulke kennisgewings moet op of in die regte vorm soos in die Insolvensiewet voorgeskryf, ingestuur word.

Let wel.—In die geval van vorms 1, 2 en 6 moet adverteerders die woorde in die advertensie tel en die koste bereken teen R1.50 vir die eerste 36 woorde (of gedeelte daarvan) en R0.20 vir elke addisionele 12 woorde (of gedeelte daarvan).

NATURALISASIE: Aansoeke om naturalisasie word vir R1.35 geplaas en hierdie bedrag dek die koste van 'n eksemplaar van die *Staatskoerant*.

MOTORVOERTUIGASSURANSIEWET (EISE): R1.50 per eis per plasing.

VERLORE LEWENSVERSEKERINGSPOLISSE: R1.50 per polis per plasing

S. A. MYBURGH,
Staatsdrukker.

Die Staatsdrukker, Pretoria.

Government Gazette

OF THE REPUBLIC OF SOUTH AFRICA.

GENERAL CONDITIONS FOR PUBLICATION OF LEGAL NOTICES.

Published on Fridays—Closing time for Advertisements 3 p.m. Mondays except in cases of Public Holidays when closing times advanced. (See Gazette.)

Only Legal Advertisements are accepted for publication in the *Government Gazette*, and they are subject to the approval of the Government Printer, who can refuse to accept or decline the further publication of any advertisement.

The Government Printer reserves the right to edit and revise copy and to eliminate therefrom any superfluous detail.

No responsibility is accepted for any delay in publishing an advertisement or for publishing it on any other date than that stipulated by the advertiser. Similarly, no responsibility is accepted for losses incurred as a result of omissions or typographical errors or errors resulting from faint or indistinct copy.

The advertiser will be held responsible for all compensation and costs arising from any action which may be instituted against the Government Printer as a result of the publication of his or her advertisement.

N.B.—The Government Printer reserves the right to publish notices or advertisements under a general heading without separate titles and is not responsible for the erroneous classification of such notices or advertisements in the „Government Gazette“ or for anything resulting therefrom.

The copy of advertisements should be written on one side of the paper only and not as part of the covering letter. All proper names must be clearly legible, and in the event of any name being incorrectly printed as a result of indistinct writing, the advertisement can be republished only on payment of the cost of another insertion.

No advertisement can be inserted unless it is prepaid.

All cheques, bank drafts, postal orders or money orders must be made payable to the Government Printer, Pretoria, and crossed „South African Reserve Bank“. Revenue stamps are not acceptable except for deceased estate notices in which case revenue stamps must be affixed to the forms. (Refer to „Advertisement Rates“ below.)

Free voucher copies of the *Gazette* or cuttings of advertisements are NOT supplied. Copies of the *Gazette* may be obtained at 10c per copy.

ADVERTISEMENT RATES.

LEGAL NOTICES, Lost Deeds, Certificates, etc., Messengers' Notices, Orders of the Court, Surrenders, Tenders and Sales, Company Notices, etc.

The advertisement rates are R1.00 per inch, single column; repeats R0.80

In order to determine the approximate space which an advertisement will occupy, advertisers should count the words in the advertisement, and calculate the space at 45 words per inch single column.

In each case an additional half-inch above and below the advertisement should be allowed for the heading and the signature respectively. Fractions of half an inch should be taken as half an inch.

APPOINTMENTS AS SWORN APPRAISERS: R2.00 per insertion.

CHANGE OF NAME (INDIANS): R2.00 per insertion.

DECEASED ESTATES: Notices must be sent on or in the correct form and uncanceled revenue stamps to the value of R1.00 per estate must be affixed to the form.

INSOLVENCY ACT: A fixed charge of R1.50 per estate is made for publishing notices in the schedule forms prescribed in the Regulations made under the Insolvency Act, 1916 and 1936, such notices to be sent on or in the correct form as prescribed by the Insolvency Act.

N.B.—In the case of forms 1, 2 and 6 advertisers should count the words in the advertisement and calculate the cost at R1.50 for the first 36 words (or portion thereof) and R0.20 for every additional 12 words (or portion thereof).

NATURALIZATION: Applications for naturalization are inserted for R1.35, and this charge includes the cost of a copy of the *Gazette*.

MOTOR VEHICLE INSURANCE ACT (CLAIMS): R1.50 per claim per insertion.

LOST LIFE INSURANCE POLICIES: R1.50 per policy per insertion.

S. A. MYBURGH,
Government Printer.

The Government Printer, Pretoria.