



REPUBLIC OF SOUTH AFRICA
GOVERNMENT GAZETTE

STAATSKOERANT
VAN DIE REPUBLIEK VAN SUID-AFRIKA

REGULATION GAZETTE No. 2096

Registered at the Post Office as a Newspaper

PRICE 20c PRYS
OVERSEAS 30c CORSEE
POST FREE—POSVRY

REGULASIEKOERANT No. 2096

As 'n Nuusblad by die Poskantoor Geregistreer

VOL. 114]

PRETORIA, 27 DECEMBER 1974
27 DESEMBER 1974

[No. 4552

GOVERNMENT NOTICE

DEPARTMENT OF COMMERCE

No. R. 2423

27 December 1974

PRICE CONTROL

CONDITIONS OF SALE

I. Gabriel Joseph Johannes Fourie Steyn, Price Controller, do hereby in terms of section 9 of the Price Control Act, 1964 (Act 25 of 1964), prescribe with effect from 2 January 1975, as follows:

1. Unless the context otherwise indicates, in this notice—

(i) "cash price", in the case of a sale contemplated in paragraph (iv), means the customary price at which the goods referred to in column 1 of the Schedule hereto may be purchased by the purchaser from the seller concerned for a cash amount in money;

(ii) "purchase price", in the case of a sale contemplated in paragraph (iv), means the total amount in cash or in kind or in both which the purchaser undertakes to pay to the seller for the goods referred to in column 1 of the Schedule hereto or for the possession, use or enjoyment thereof;

(iii) "purchaser" means the party to a sale as defined in paragraph (iv) to whom the sale is made;

(iv) "sale", in addition to the meaning it has in terms of the definition thereof in section 1 of the said Act, includes any disposal of any goods by way of lease-lend or lease, or any agreement to sell, any agreement under which the seller undertakes to transfer the goods referred to in column 1 of the Schedule hereto or the possession, use or enjoyment thereof to the purchaser, and the purchaser in exchange therefor undertakes to pay to the seller an amount in cash or in kind, or in both, and any other agreement which has, or agreements which together have the same import, irrespective of the form which such agreement or agreements may assume, as well as any offer or invitation, whether oral, in writing or by means of advertisement, to enter into any such agreement; and

(v) "seller" means the party to a sale as defined in paragraph (iv) who sells and includes his successor in title.

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GOEWERMENSKENNISGEWING

DEPARTEMENT VAN HANDEL

No. R. 2423

27 Desember 1974

PRYSBEHEER

VERKOOPVOORWAARDES

Ek, Gabriel Joseph Johannes Fourie Steyn, Pryskontroleur, bepaal hierby kragtens artikel 9 van die Wet op Prysbeheer, 1964 (Wet 25 van 1964), met ingang van 2 Janaurié 1975, soos volg:

1. Tensy uit die samehang anders blyk, beteken in hierdie kennisgewing—

(i) "kontantprys" in die geval van 'n verkoop in paragraaf (iv) beoog, die gebruikelike prys waarteen die goedere in kolom 1 van die Bylae hiervan vermeld, deur die koper van die betrokke verkoper vir 'n kontantbedrag geld gekoop kan word;

(ii) "koopprys" in die geval van 'n verkoop in paragraaf (iv) beoog, die totale bedrag in geld of goedere of in albei wat die koper hom verbind om aan die verkoper vir goedere vermeld in kolom 1 van die Bylae hiervan of vir die besit, gebruik of genot daarvan, te betaal;

(iii) "koper" die party by 'n verkoop soos in paragraaf (iv) omskryf, aan wie daar verkoop word;

(iv) "verkoop" benewens die betekenis wat dit ingevolge die omskrywing daarvan in artikel 1 van genoemde Wet het, ook 'n beskikking oor goedere by wyse van 'n bruikleen- of huurooreenkoms, of 'n ooreenkoms om te verkoop, 'n ooreenkoms waarkragtens die verkoper hom verbind om goedere vermeld in kolom 1 van die Bylae hiervan of die besit, gebruik of genot daarvan aan die koper oor te dra, en die koper hom in ruil daarvoor verbind om 'n bedrag in geld of goedere of in albei aan die verkoper te betaal en enige ander ooreenkoms wat, of ooreenkoms wat so 'n ooreenkoms of ooreenkoms mag aanneem, asook 'n aanbod of uitnodiging hetsy mondeling, skriftelik of by wyse van advertensie, om enige sodanige ooreenkoms aan te gaan; en

(v) "verkoper" die party by 'n verkoop soos in paragraaf (iv) omskryf, wat verkoop en ook sy opvolger in titel.

4552—1

2. No person shall sell the goods referred to in column 1 of the Schedule hereto upon conditions in terms of which—

(a) the purchase price of the goods concerned is paid wholly or partly out of money, excluding money paid or owing to the purchaser by the seller as emoluments, obtained directly or indirectly from or through the seller or any person whose business or undertaking or part of whose business or undertaking it is by arrangement with the seller to make available money for payments under agreements with the seller; or

(b) if the purchase price of the goods concerned is payable over a period exceeding three months—

(i) less than the appropriate portion set out in column 2 of the Schedule hereto of the cash price of the goods shall or may be paid in cash or kind at the time the agreement is entered into; or

(ii) the full purchase price shall or may be paid over a longer period than the appropriate period set out in column 3 of the Schedule hereto; or

(iii) the liability of the seller under any guarantee or warranty which would, but for such condition, be implied in the agreement, is excluded or restricted; or

(c) the goods are or will be supplied to the purchaser more than 30 days after the agreement is entered into; or

(d) payments under the agreement in respect of the goods or the possession, use or enjoyment thereof shall or are to be made to the seller before they are delivered to the purchaser; or

(e) the purchaser is required to give a promissory note in respect of any liability under the agreement; or

(f) the seller may, in connection with the recovery of any amount due to him, recover from the purchaser costs other than costs actually incurred by him and recoverable at law; or

(g) the seller is relieved of liability for any act, omission or representation on the part of any person acting on his behalf in connection with the conclusion of the agreement or the negotiations which precede the conclusion of the agreement; or

(h) if any payment is made in kind at the time of the conclusion of the agreement, the amount of such payment exceeds a reasonable price for the goods with which the payment is made; or

(i) the amount of any one instalment payable in terms of the agreement differs by more than 10 per cent from any of the other instalments, excluding the payment made at the time the agreement is entered into, which may be larger, and excluding the final instalment, which may be smaller than the amount of the said one instalment or of the said other instalments.

3. The prohibition in paragraph 2 (a) shall not apply in respect of the sale of the goods set out in paragraphs 7 to 14, inclusive, of column 1 of the Schedule hereto and if the said goods are not sold upon conditions in terms of which upon default in payment of any instalment the whole purchase price becomes due by virtue of an agreement, arrangement or understanding to that effect between the purchaser and the seller, the provisions of this notice shall not apply in respect of the sale of those goods.

4. No person shall sell the goods set out in paragraph 15 of column 1 of the Schedule hereto upon conditions in terms of which the purchaser represents and warrants that any expenditure for such a purchase is incurred for the production of the income of the purchaser, or that amounts which represent depreciation or wear and tear

2. Niemand mag die goedere vermeld in kolom 1 van die Bylae hiervan verkoop nie op voorwaardes waarvolgens—

(a) die koopprys van die betrokke goedere, in sy geheel of gedeeltelik betaal word uit geld, uitgesonderd geld aan die koper deur die verkoper as emolumente betaal of verskuldig, wat regstreeks of onregstreeks verkry is van of deur bemiddeling van die verkoper of iemand wat 'n besigheid of onderneming daarvan maak of van wie se besigheid of onderneming dit deel is om, volgens reëling met die verkoper, geld beskikbaar te stel vir betalings kragtens ooreenkomste met die verkoper; of

(b) indien die koopprys van die betrokke goedere oor 'n tydperk van langer as drie maande betaalbaar is—

(i) minder as die toepaslike gedeelte in kolom 2 van die Bylae hiervan vermeld, van die kontantprys van die goedere in geld of goedere ten tyde van die aangaan van die ooreenkoms betaal moet of kan word; of

(ii) die volle koopprys oor 'n langer tydperk as die toepaslike termyn in kolom 3 van die Bylae hiervan vermeld, betaal moet of kan word; of

(iii) die aanspreeklikheid van die verkoper ingevolge 'n garansie of waarborg wat 'n verswee beding van die ooreenkoms sou wees as daardie voorwaarde nie daar was nie, uitgesluit of beperk word; of

(c) die goedere meer as 30 dae na die ooreenkoms aangegaan is, aan die koper verskaf word of sal word; of

(d) betalings ingevolge die ooreenkoms aan die verkoper ten opsigte van die goedere of die besit, gebruik of genot daarvan voordat hulle aan die koper afgelewer is, gemaak word of moet word; of

(e) van die koper vereis word om 'n promesse te lewer ten opsigte van enige aanspreeklikheid ingevolge die ooreenkoms; of

(f) die verkoper in verband met die invordering van 'n bedrag aan hom verskuldig, ander koste as die koste werklik deur hom aangegaan en regtens verhaalbaar, op die koper kan verhaal; of

(g) die verkoper van aanspreeklikheid onthef word vir die doen en late of vir 'n voorstelling van iemand wat namens hom optree in verband met die sluiting van die ooreenkoms of dié onderhandelinge wat die sluiting van die ooreenkoms voorafgaan; of

(h) indien enige betaling by die aangaan van 'n ooreenkoms in goedere gemaak word, die bedrag van sodanige betaling meer is as 'n redelike prys vir die goedere waarmee die betaling gemaak word; of

(i) die bedrag van 'n enkele paaiement wat ingevolge die ooreenkoms betaalbaar is met meer as 10 persent van enige van die ander paaiemente verskil, uitgesonderd die betaling wat by die aangaan van die ooreenkoms gemaak word wat groter mag wees en uitgesonderd die finale paaiement wat kleiner as die bedrag van genoemde enkele paaiement of van genoemde ander paaiemente mag wees.

3. Die verbod in paragraaf 2 (a) geld nie ten opsigte van die verkoop van die goedere in paragrawe 7 tot en met 14 van kolom 1 van die Bylae hiervan vermeld nie en indien gemelde goedere nie verkoop word op voorwaardes waarvolgens by wanbetaling van 'n paaiement ingevolge die ooreenkoms betaalbaar, die hele koopprys opeisbaar word uit hoofde van 'n ooreenkoms, reëling of verstandhouding te dien effekte tussen die koper en die verkoper nie geld die bepalings van hierdie kennisgewing nie ten opsigte van die verkoop van daardie goedere nie.

4. Niemand mag die goedere vermeld in paragraaf 15 van kolom 1 van die Bylae hiervan verkoop nie op voorwaardes waarvolgens die koper beweer en waarborg dat 'n uitgawe vir so 'n koop ter voortbrenging van die inkomste van die koper aangegaan word, of dat bedrae wat waardevermindering of slytasie van die gekoopte

of the goods purchased are amounts allowed to be deducted from or set off against the taxable income of the purchaser under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962).

5. The provisions of this notice shall not apply in respect of the sale of the goods set out in paragraphs 15 and 16 of column 1 of the Schedule hereto if—

(a) the agreement, offer, invitation or advertisement specifies that the purchaser, or any other person on his behalf, shall at no stage during the validity of the agreement or thereafter obtain ownership of the goods and, after termination of the agreement, shall not retain possession, use or enjoyment of the goods; and

(b) the payments in terms of the agreement, in the determination of the taxable income of the purchaser, are amounts allowed to be deducted or set off wholly or partly under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962); and

(c) the seller has taken reasonable steps to ascertain whether the said payments are amounts allowed to be deducted or set off as contemplated in paragraph (b).

6. No person shall sell the goods set out in paragraph 17 of column 1 of the Schedule hereto upon conditions in terms of which the purchaser shall, during the currency of the agreement, be responsible for the maintenance of the goods if the purchaser, or any other person on his behalf, shall—

(a) at no stage during the validity of the agreement or thereafter, obtain ownership of the goods; and

(b) after termination of the agreement, not retain possession, use or enjoyment of the goods.

7. The prohibition in paragraph 2 (b) (i) and (ii) shall not apply in respect of the sale of the goods set out in paragraph 17 of column 1 of the Schedule hereto if—

(a) the purchaser, or any other person on his behalf, at no stage during the validity of the agreement or thereafter obtains ownership of the goods and, after the termination of the agreement, does not retain possession, use or enjoyment of the goods; and

(b) the period of the agreement exceeds three months; and

(c) the cash price of the goods is indicated in the agreement; and

(d) the parties, at the time of the conclusion of the agreement, agree—

(i) in respect of the amount payable at the conclusion of the agreement: Provided that such amount shall be equal to at least the instalments payable under the agreement in respect of three months;

(ii) in respect of the minimum period of the agreement: Provided that such period shall be not more than 30 months;

(iii) in respect of the amount of each instalment and the date upon which each instalment is to be payable after the amount referred to in paragraph (i): Provided that the first of such instalments shall be payable not later than the end of the month following the month in which the agreement was entered into;

(iv) that after expiration of the minimum period referred to in paragraph (ii)—

(aa) any of the parties to the agreement may terminate it on either side by 30 days notice in writing; and

(bb) the purchaser shall after such termination, return the goods to the seller;

goedere verteenwoordig bedrae is wat ingevolge Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), van die belasbare inkomste van die koper afgetrek of daarteen verreken kan word.

5. Die bepalings van hierdie kennisgewing geld nie ten opsigte van die verkoop van die goedere in paragrafe 15 en 16 van kolom 1 van die Bylae hiervan vermeld nie indien—

(a) die ooreenkoms, aanbod, uitnodiging of advertensie spesifiseer dat die koper, of enige ander persoon namens hom in geen stadium gedurende die geldigheidsduur van die ooreenkoms of daarna eiendomsreg op die goedere verkry nie en, na beëindiging van die ooreenkoms, nie die besit, gebruik of genot van die goedere behou nie; en

(b) die betalings ingevolge die ooreenkoms, by die vasstelling van die belasbare inkomste van die koper, bedrae is wat kragtens Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), in hul geheel of gedeeltelik afgetrek of verreken kan word; en

(c) die verkoper redelike stappe gedoen het om te bepaal of genoemde betalings bedrae is wat, soos bedoel in paragraaf (b), afgetrek of verreken kan word.

6. Niemand mag die goedere vermeld in paragraaf 17 van kolom 1 van die Bylae hiervan verkoop nie op voorwaardes waarvolgens die koper vir die instandhouding van die goedere tydens die duur van die ooreenkoms verantwoordelik is indien die koper of enige ander persoon namens hom—

(a) in geen stadium gedurende die geldigheidsduur van die ooreenkoms of daarna, eiendomsreg op die goedere verkry nie; en

(b) na beëindiging van die ooreenkoms, nie die besit, gebruik of genot van die goedere behou nie.

7. Die verbod in paragraaf 2 (b) (i) en (ii) geld nie ten opsigte van die verkoop van die goedere in paragraaf 17 van kolom 1 van die Bylae hiervan vermeld nie indien—

(a) die koper of enige ander persoon namens hom in geen stadium gedurende die geldigheidsduur van die ooreenkoms of daarna eiendomsreg op die goedere verkry nie en, na beëindiging van die ooreenkoms, nie die besit, gebruik of genot van die goedere behou nie; en

(b) die termyn van die ooreenkoms drie maande oorskry; en

(c) die kontantprys van die goedere in die ooreenkoms aangedui word; en

(d) die partye, by die aangaan van die ooreenkoms, ooreenkome—

(i) ten opsigte van die bedrag wat by die aangaan van die ooreenkoms betaalbaar is: Met dien verstande dat sodanige bedrag minstens gelyk is aan die paaimeente wat kragtens die ooreenkoms ten opsigte van drie maande betaalbaar is;

(ii) ten opsigte van 'n minimum termyn van die ooreenkoms: Met dien verstande dat sodanige termyn hoogstens 30 maande is;

(iii) ten opsigte van die bedrag van en die datum waarop elke paaiment wat na die bedrag bedoel in paragraaf (i), betaalbaar is: Met dien verstande dat die eerste van sodanige paaimeente nie later nie as die end van die maand wat volg op die maand waarin die ooreenkoms aangegaan is, betaalbaar is;

(iv) dat na verstryking van die minimum termyn bedoel in paragraaf (ii)—

(aa) enige van die partye by die ooreenkoms dit met 30 dae skriftelike kennisgewing wedersyds kan opsê; en

(bb) die koper na sodanige opseggeling die goedere aan die verkoper teruggee;

(v) that the seller shall, after the return of the goods, collect no further payment from the purchaser other than arrear instalments.

8. This notice shall not apply to the sale of the goods set out in column 1 of the Schedule hereto by a manufacturer or a reseller to a reseller of those goods.

9. The following Government Notices are withdrawn with effect from the commencement of this notice:

Government Notice R. 1788 of 6 October 1972.

Government Notice R. 1789 of 6 October 1972.

Government Notice R. 2077 of 17 November 1972.

Government Notice R. 1672 of 17 September 1973.

Government Notice R. 1377 of 9 August 1974.

G. J. J. F. STEYN, Price Controller.

SCHEDULE

Column 1 Goods	Column 2 Portion of the cash price Per cent	Column 3 Period of payment Months
1. Crankshaft grinding equipment.....	33 $\frac{1}{3}$	24
2. Reborning and honing equipment.....	33 $\frac{1}{3}$	24
3. Line boring machines.....	33 $\frac{1}{3}$	24
4. Connecting rod reconditioning machines.....	33 $\frac{1}{3}$	24
5. Automotive surface grinders.....	33 $\frac{1}{3}$	24
6. Engine dynamometers.....	33 $\frac{1}{3}$	24
7. Household furniture, including garden furniture, mattresses, floor carpets and floor rugs, irrespective of the materials from which these articles are manufactured.....	10	24
8. Electrical and non-electrical appliances for domestic use, including radios and gramophones, sound recorders and reproducers, record players, tape and wire decks, loudspeakers and amplifiers and accessories for these articles, but excluding portable radios and car radios and coal stoves.....	10	24
9. Venetian and other blinds, irrespective of the material from which these articles are manufactured.....	10	24
10. Musical instruments, excluding pianos and organs.....	10	24
11. Camping equipment, including tents but excluding caravans.....	10	24
12. Jewellery and parts thereof, including clocks and watches.....	10	24
13. Photographic and cinematographic cameras, enlargers and reducers and projectors, including accessories for these articles, but excluding closed circuit television equipment and equipment for cinemas and theatres.....	10	24
14. Sporting and pleasure vessels of all kinds, including inboard and outboard engines for such vessels.....	10	24
15. Mechanically propelled motor vehicles, in respect of which expenditure for the acquisition thereof is not incurred for the production of the income of the purchaser and in respect of which depreciation, wear and tear thereof, in the determination of the taxable income of the purchaser, are not amounts allowed to be deducted or set off under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962), but excluding the motor vehicles which are subject to the provisions of paragraph 16.....	33 $\frac{1}{3}$	24
16. Mechanically propelled motor vehicles, constructed or adapted solely or mainly for the carriage of persons, but excluding road passenger vehicles designed to seat more than eight persons and motor vehicles in respect of which expenditure		

(v) dat die verkoper na teruggawe van die goedere, afgesien van agterstallige paaiemente, geen verdere betalings van die koper vorder nie.

8. Hierdie kennisgewing is nie van toepassing op die verkoop van die goedere in kolom 1 van die Bylae hiervan vermeld, deur 'n vervaardiger of herverkoper aan 'n herverkoper van daardie goedere nie.

9. Die volgende Goewermentskennisgewings word met ingang van die inwerkingtreding van hierdie kennisgewing ingetrek:

Goewermentskennisgewing R. 1788 van 6 Oktober 1972.

Goewermentskennisgewing R. 1789 van 6 Oktober 1972.

Goewermentskennisgewing R. 2077 van 17 November 1972.

Goewermentskennisgewing R. 1672 van 17 September 1973.

Goewermentskennisgewing R. 1377 van 9 Augustus 1974.

G. J. J. F. STEYN, Pryskontroleur.

BYLAE		Kolom 1 Goedere	Kolom 2 Gedeelte van kontant- prys Percent	Kolom 3 Afbe- talings- stermy Maande
1. Toerusting vir die slyp van krukaste....		33 $\frac{1}{3}$	24	
2. Toerusting vir die herboor en slyp van enjinblokke.....		33 $\frac{1}{3}$	24	
3. Masjiene vir die lynboor van enjinblokke.....		33 $\frac{1}{3}$	24	
4. Masjiene vir die slyp van suierstange.....		33 $\frac{1}{3}$	24	
5. Motorboukundige vlakslypmasjiene.....		33 $\frac{1}{3}$	24	
6. Enjindinamometers.....		33 $\frac{1}{3}$	24	
7. Huishoudelike meubels, met inbegrip van tuinmeubels, matrasse, vloertapete en vloermatjies, ongeag die materiaal waaruit hierdie artikels vervaardig is.....		10	24	
8. Elektriese en nie-elektriese toestelle vir huishoudelike gebruik, met inbegrip van radio's asook grammofone, klankkopmeters en -weergewers, platespelers, banden draadeenhede en klankversterkers en bykomende benodigdheide vir hierdie artikels, maar uitgesonderd draagbare radio's en motorradio's en koolstowe.....		10	24	
9. Hortjies- en ander blindings, ongeag die materiaal waaruit hierdie artikels vervaardig is.....		10	24	
10. Musiekinstrumente, uitgesonderd klaviere en orrels.....		10	24	
11. Kampeertoerusting, met inbegrip van tente maar uitgesonderd woonwaens.....		10	24	
12. Juweliersware en onderdele daarvan, met inbegrip van uurwerke en horlosies.....		10	24	
13. Fotografiese en kinematografiese kameras, vergroters en verkleiners en projektors, met inbegrip van bykomende benodigdheide vir hierdie artikels maar uitgesonderd televisietoerusting met geslotte baan en toerusting vir bioskope en teaters.....		10	24	
14. Sport- en plesiervartuie van alle soorte, met inbegrip van binne- en buiteboord-enjins daarvoor.....		10	24	
15. Meganiesaangedrewe motorvoertuie ten opsigte waarvan uitgawe vir die aankondiging daarvan nie ter voortbrenging van die inkomste van die koper aangaan word nie en ten opsigte waarvan die waardevermindering en slytasse daarvan by die vasstelling van die belasbare inkomste van die koper, nie bedrae is wat ingevolge Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), afgetrek of verreken kan word nie, maar met uitsondering van die motorvoertuie wat aan die bepalings van paraagraaf 16 onderworpe is.....		33 $\frac{1}{3}$	24	
16. Meganies aangedrewe motorvoertuie wat gebou of aangepas is om uitsluitlik of hoofsaaklik persone te vervoer, maar met uitsondering van padpassasiervoertuie ontwerp met sitplekke vir meer as agt persone en motorvoertuie ten opsigte waarvan uitgawe vir die aankondiging daarvan ter				

Column 1 <i>Goods</i>	Column 2 <i>Portion of the cash price</i>	Column 3 <i>Period of payment</i>	Kolom 1 <i>Goedere</i>	Kolom 2 <i>Gedeelte van kontant- prys</i>	Kolom 3 <i>Afbe- talings- termyn Percent</i>
	<i>Per cent</i>	<i>Months</i>			<i>Maande</i>
for the acquisition thereof is incurred for the production of the income of the purchaser and in respect of which depreciation, wear and tear thereof, in the determination of the taxable income of the purchaser, are amounts allowed to be deducted or set off under Part I of Chapter II of the Income Tax Act, 1962 (Act 58 of 1962)...	25	30	voortbrenging van die inkomste van die koper aangegaan word en ten opsigte waarvan die waardevermindering en slytasio daarvan by die vasstelling van die belasbare inkomste van die koper, bedrae is wat ingevolge Deel I van Hoofstuk II van die Inkomstebelastingwet, 1962 (Wet 58 van 1962), afgetrek of verreken kan word.....	25	30
17. Television sets and accessories therefor, but excluding closed circuit television equipment.....	10	24	17. Televisiestelle en toebehore daarvoor maar uitgesondert televisietoerusting met geslotte baan.....	10	24

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

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Hierdie publikasie word uitgegee as 'n geillustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

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Printed by and obtainable from The Government Printer,
Bosman Street, Private Bag X85, Pretoria, 0001

Gedruk deur en verkrygbaar by Die Staatsdrukker,
Bosmanstraat, Privaatsak X85, Pretoria, 0001