INDUSTRIAL EMPLOYERS' ASSOCIATION,
(NATAL SECTION)

THE UNION OF SOUTH AFRICA

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PROCLAMATION

BY HIS EXCELLENCY THE RIGHT HONOURABLE NICOLAAS JACOBUS DE WET, A MEMBER OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, OFFICER ADMINISTERING THE GOVERNMENT OF THE UNION OF SOUTH AFRICA.

✱ No. 106, 1945.]

DATE OF COMING INTO OPERATION.—MAGISTRATES' COURTS ACT, 1944.

Under and by virtue of the powers vested in me by section *one hundred and seventeen* of the Magistrates' Courts Act, 1944 (Act No. 32 of 1944), I hereby declare that the said Act shall come into operation on the second day of July, 1945.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Cape Town this Twenty-first day of May One thousand Nine hundred and Forty-five.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

C. F. STEYN.

PROKLAMASIE

VAN SY EKSELLENSIE DIE HOOGEDELAGBARE NICOLAAS JACOBUS DE WET, LID VAN DIE MEES EERVOLLE GEHEIME RAAD VAN SY MAJESTEIT, AMPTENAAR BELAS MET DIE UITOEFENING VAN DIE UITVOERENDE GESAG VAN DIE UNIE VAN SUID-AFRIKA.

✱ No. 106, 1945.]

DATUM VAN INWERKINGTREDING.—MAGISTRAATSHOWEWET, 1944.

Kragtens die bevoegdheid my verleen by artikel *honderd en sewentien* van die Magistraatshowewet, 1944 (Wet No. 32 van 1944), verklaar ek hierby dat genoemde Wet op die tweede dag van Julie 1945 in werking tree.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Kaapstad, op hede dié Een-en-twintigste dag van Mei Eenduisend Negehonderd Vyf-en-veertig.

N. J. DE WET.
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-rade.

C. F. STEYN.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF THE PRIME MINISTER AND OF EXTERNAL AFFAIRS.

✱ No. 900.] [1 June 1945.

His Excellency the Officer Administering the Government has been pleased to approve of the grant of provisional recognition to Mr. J. V. Lapersonne as Consular Agent of France at East London.

DEPARTMENT OF NATIVE AFFAIRS.

✱ No. 901.] [1 June 1945.

NATIVE APPEAL COURT (NATAL AND TRANSVAAL).—SESSIONS.

It is hereby notified for general information that in terms of sub-section (6) of section *thirteen* of the Native Administration Act, 1927 (No. 38 of 1927), the Minister of Native Affairs has fixed the following places at which and dates upon which the Native Appeal Court (Natal and Transvaal Provinces) will commence a session at 10 a.m.:—

18, Stanger Street, Durban, Wednesday, 27th June, 1945.
Magistrate's Court, Eshowe, Tuesday, 10th July, 1945.
New Magistrate's Court, Pietermaritzburg, Monday, 16th July, 1945.

Magistrate's Court, Vryheid, Wednesday, 25th July, 1945.
Old Barclays Bank- (Insurance) Building, Church Square, Pretoria, Thursday, 13th September, 1945.

✱ No. 902.] [1 June 1945.

NATIVE DIVORCE COURT (NATAL AND TRANSVAAL).—SESSIONS.

It is hereby notified for general information that in terms of sub-section (6) of section *thirteen* of the Native Administration Act, 1927 (No. 38 of 1927), and sub-section (4) of section *ten* of the Native Administration Act, 1927, Amendment Act, 1929 (No. 9 of 1929), the Minister of Native Affairs has fixed the following places at which and dates upon which the Native Divorce Court (Natal and Transvaal Provinces) will commence a session at 10 a.m.:—

18, Stanger Street, Durban, Thursday, 28th June, 1945.
Magistrate's Court, Eshowe, Monday, 9th July, 1945.
New Magistrate's Court, Pietermaritzburg, Thursday, 19th July, 1945.

Magistrate's Court, Vryheid, Tuesday, 31st July, 1945.
Old Barclays Bank- (Insurance) Building, Church Square, Pretoria, Wednesday, 8th August, 1945.

GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene informasie gepubliseer:—

DEPARTEMENT VAN DIE EERSTE MINISTER EN VAN BUITELANDSE SAKE.

✱ No. 900.] [1 Junie 1945.

Dit het Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag om sy goedkeuring te heg aan die voorlopige erkenning van die heer J. V. Lapersonne as Konsulêre Agent van Frankryk te Oos-Londen.

DEPARTEMENT VAN NATURELLESAKE.

✱ No. 901.] [1 Junie 1945.

NATURELLE-APPÈLHOF (NATAL EN TRANSVAL).—SITTINGS.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Naturellesake ooreenkomstig subartikel (6) van artikel *dertien* van die Naturelle-administrasie Wet, 1927 (No. 38 van 1927), plekke en datums bepaal het dat 'n sitting van die Naturelleappèlhof (Provinsies Natal en Transvaal) om 10 vm. op onderstaande plekke en datums 'n aanvang sal neem:—

Stangerstraat 18, Durban, Woensdag, 27 Junie 1945.
Magistraatshof, Eshowe, Dinsdag, 10 Julie 1945.
Nuwe Magistraatshof, Pietermaritzburg, Maandag, 16 Julie 1945.

Magistraatshof, Vryheid, Woensdag, 25 Julie 1945.
Ou Barclays Bank- (Assuransie) gebou, Kerkplein Pretoria, Donderdag, 13 September 1945.

✱ No. 902.] [1 Junie 1945.

NATURELLE-EGSKEIDINGSHOF (NATAL EN TRANSVAAL).—SITTINGS.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Naturellesake ooreenkomstig subartikel (6) van artikel *dertien* van die Naturelle-administrasie Wet, 1927, (No. 38 van 1927), en subartikel (4) van artikel *tien* van die Naturelle-administrasie Wet, 1927, Wysigingswet, 1929, (No. 9 van 1929), en datums bepaal het dat 'n sitting van die Naturelle-egskeidingshof (Provinsies Natal en Transvaal) om 10 vm. op onderstaande plekke 'n aanvang sal neem:—

Stangerstraat 18, Durban, Donderdag, 28 Junie 1945.
Magistraatshof, Eshowe, Maandag, 9 Julie 1945.
Nuwe Magistraatshof, Pietermaritzburg, Donderdag, 19 Julie 1945.

Magistraatshof, Vryheid, Dinsdag, 31 Julie 1945.
Ou Barclays Bank- (Assuransie) gebou, Kerkplein, Pretoria, Woensdag, 8 Augustus 1945.

DEPARTMENT OF FINANCE.

† No. 843.] [25 May 1945.

BANK STATEMENTS.

In terms of section *thirteen* (3) of the Banking Act, 1942, the following quarterly statements by commercial banks for the quarter ending 31st March, 1945, are published for general information.

NOTE.—Until such time as all applications for registration under the Banking Act, 1942, have been disposed of, the statements published below relate to those institutions *seeking* registration as commercial banks.

DEPARTEMENT VAN FINANSIES.

† No. 843.] [25 Mei 1945.

BANKSTATE.

Ingevolge artikel *dertien* (3) van die Bankwet, 1942, word onderstaande kwartaalstate deur handelsbanke vir die kwartaal geëindig 31 Maart 1945, vir algemene inligting gepubliseer.

L.W.—Tot tyd en wyl alle aansoeke om registrasie kragtens die Bankwet, 1942, afgehandel is, het onderstaande state betrekking op die instellings wat registrasie as handelsbanke *verlang*.

STAAT VAN DIE BATE EN LASTE VAN VOLKSKAS BEPERK VIR DIE KALENDER-KWARTAAL GEËINDIG OP DIE 31STE DAG VAN MAART 1945.

NOMINALE KAPITAAL: £1,000,000 in £1-aandele. GEPLAASTE KAPITAAL: £846,200 in £1-aandele. GESTORTE KAPITAAL: £572,632.

LASTE.	*Binne die Unie.* £	*Buite die Unie.* £	*Totaal.* £
Verpligtings teenoor die publiek.			
1. Bankbiljette in omloop	—	—	—
2. Deposito's deur die publiek :—			
(*a*) Onmiddellik opeisbaar	4,178,369	—	4,178,369
(*b*) Spaarbank	1,306,897	—	1,306,897
(*c*) Termyn	2,098,233	—	2,098,233
3. Saldi verskuldig aan owerhede :—			
(*a*) Unie-regering	—	—	—
(*b*) Ander regerings	—	—	—
(*c*) Plaaslike owerhede	61,414	—	61,414
4. Saldi verskuldig aan ander banke :—			
(*a*) Handelsbanke in die Unie geregistreer	—	—	—
(*b*) Vreemde banke	—	—	—
5. Saldi verskuldig aan die Suid-Afrikaanse Reserwebank	—	—	—
6. Te betale wissels	1,350	—	1,350
7. Aksepte ten behoewe van klante :—			
(*a*) Kragtens kredietbriewe uitgereik in die Unie	—	—	—
(*b*) Ander	—	—	—
8. Verband en ander pandregte oor bankgeboue en ander vaste eiendom	—	—	—
9. Totale verpligtings teenoor die publiek	£7,646,263	—	£7,646,263
Ander verpligtinge.			
10. Totale gestorte kapitaal en onaangetaste Reserwefondse	590,632	—	590,632
(*a*) Gestorte kapitaal £572,632			
(*b*) Onaangetaste reserwefonds £18,000			
11. Saldi verskuldig aan hoofkantoor en takke	—	—	—
12. Ander verpligtings as die bovermelde	454,492	—	454,492
13. Totaal van ander verpligtings	£1,045,124	—	£1,045,124
14. Groottotaal van verpligtings	£8,691,387	—	£8,691,387
Voorwaardelike verpligtings.			
15. Ongestorte bedrag verskuldig op deur die bank ingetekende obligasies	—	—	—
16. Herdiskonteerde wissels	—	—	—
17. Valuta-termyn kontrakte	—	—	—
18. Ongestorte bedrag verskuldig op aandele	9	—	9
19. Lenings toegestaan maar nog nie uitbetaal nie	—	—	—

BATE.	*Binne die Unie.* £	*Buite die Unie.* £	*Totaal.* £
1. Pasmunt	23,911	—	23,911
2. Goudmunt en staafgoud	—	—	—
3. Suid-Afrikaanse Reserwebank biljette	193,908	—	193,908
4. Bankbiljette van ander banke	—	—	—
5. Saldi in die Suid-Afrikaanse Reserwebank	2,049,228	—	2,049,228
6. Saldi verskuldig deur :—			
(*a*) Ander banke :—			
(i) Handelsbanke in die Unie geregistreer	74,901	—	74,901
(ii) Vreemde banke	—	—	—
(*b*) Bou verenigings	24,000	—	24,000
(*c*) Ander Instellings	—	—	—
7. Onmiddellik en met kort kennisgewing opeisbare geld	—	—	—
8. Beleggings :—			
(*a*) Plaaslike obligasies van die Unie-regering	1,148,875	—	1,148,875
(*b*) Ander obligasies van die Unie-regering	—	—	—
(*c*) Unie-skatkisbewyse	—	—	—
(*d*) Ander Staatsobligasies	—	—	—
(*e*) Skatkisbewyse van ander regerings	—	—	—
(*f*) Obligasies van Munisipaliteite	—	—	—
(*g*) Effekte van versorgingsbedrywe	—	—	—
(*h*) Ander obligasies	—	—	—
(*i*) Bank-aandele	—	—	—
(*j*) Ander aandele	14,365	—	14,365
9. Gediskonteerde wissels :—			
(*a*) Lopende	141,551	—	141,551
(i) Handelswissels	—	—	—
(ii) Akkommodasiewissels	—	—	—
(*b*) Vervalle en onbetaald	3,360	—	3,360
10. Gekoopte wissels :—			
(*a*) Lopende	—	—	—
(*b*) Vervalle en onbetaald	—	—	—
11. Te inne wissels :—			
(*a*) Lopende	—	—	—
(*b*) Vervalle en onbetaald	—	—	—
12. Lenings en voorskotte aan die publiek :—			
(*a*) Ongedekte—Lopende	1,090,681	—	1,090,681
(*b*) Gedekte—Lopende	2,874,591	—	2,874,591
(i) Deur obligasies en aandele	—	—	—
(ii) Deur verband op stedelike eiendom	—	—	—
(iii) Deur verband op plaas eiendom	—	—	—
(iv) Deur garansies	—	—	—
(v) Deur borge en mede-hoofskuldenaars	—	—	—
(vi) Deur diverse sekuriteite	—	—	—
(*c*) Vervalle en onbetaald	—	—	—
13. Voorskotte aan owerhede :—			
(*a*) Unie-regering	—	—	—
(*b*) Ander regerings	—	—	—
(*c*) Plaaslike owerhede	10,237	—	10,237
14. Verpligtings van klante uit hoofde van uitstaande aksepte per kontra :—			
(*a*) Kragtens kredietbriewe uitgereik in die Unie	—	—	—
(*b*) Ander	—	—	—
15. Bankmeubilement en toerusting	35,138	—	35,138
16. Bankgeboue	350,816	—	350,816
17. Vaste eiendom behalwe bankgeboue	98	—	98
18. Oprigtingskoste	—	—	—
19. Saldi verskuldig deur hoofkantoor en takke	132,971	—	132,971
20. Ander bate as die bovermelde	522,756	—	522,756
21. Groottotaal van bate	£8,691,387	—	£8,691,387
Memorandum.			
22. Valuta-termynkontrakte	—	—	—
23. Bate verpand as sekerheid teen deposito's en ander verpligtings	—	—	—
24. Totale bedrag van verpligtings teenoor die bank van direkteure, ouditeure, en enige ander amptenare van die bank, of van enige sake, vennootskappe of maatskappye waarvan sodanige persone óf direk óf indirek prinsipale mag wees of waarin hulle enige amp bekle, of waarin die instelling self regstreekse belang het	118,330	—	118,330

Ons verklaar dat voorgaande staat na die beste van ons wete juis is en 'n getroue en duidelike weergawe is van die finansiële toestand van hierdie Bank, soos vereis deur artikel 13 (1) (*b*) van die Bankwet; dat ooreenkomstig die vereistes van artikel 29 geen bate onder Liquide Bate ingesluit is, wat sonder die toestemming van die Minister verpand of andersins belas is nie; dat alle beleggings wat onder Liquide Bate ingesluit is, ooreenkomstig die bepalings van artikel 30 gewaardeer is; dat ooreenkomstig die vereistes van artikel 1 (1) vir waardevermindering van bate en vir onverhaalbare en twyfelagtige skuldlaas op 31 Maart 1945 voorsiening gemaak is: en dat vir rabat op gediskonteerde wissels wat na die datum van hierdie staat verval op 31 Maart 1945 voorsiening gemaak is.

J. J. BOSMAN, Hoofbestuurder in die Unie.

Pretoria, hede die 4de dag van Mei 1945. A. M. WILCOCKS, Hoofboekhouer in die Unie.

† Republished as corrected. † Herpubliseer soos verbeter.

✱ No. 882.] [1 June 1945.

BANK RETURNS.

In terms of section *thirteen* (3) of the Banking Act, 1942, the following Banking Returns are published for general information.

✱ No. 882.] [1 Junie 1945.

BANKOPGAWES.

Ingevolge artikel *dertien* (3) van die Bankwet, 1942, word onderstaande bankopgawes vir algemene inligting gepubliseer.

MONTHLY RETURN BY COMMERCIAL BANKS FOR THE MONTH ENDING ON THE THIRTIETH DAY OF APRIL, 1945.
[Required in terms of Section *thirteen* (1) (*a*) of the Banking Act, 1942.]

MAANDELIKSE OPGAWES DEUR HANDELSBANKE VIR DIE MAAND GEËINDIG OP DIE DERTIGSTE DAG VAN APRIL 1945.
[Ingevolge artikel *dertien* (1) (*a*) van die Bankwet, 1942.]

NOTE.—Until such time as all applications for registration under the Banking Act, 1942, have been disposed of, the figures published below relate to those institutions *seeking* registration as Commercial Banks.
L.W.—Tot tyd en wyl alle aansoeke om registrasie kragtens die Bankwet, 1942, afgehandel is, het onderstaande syfers betrekking op die instellings wat registrasie as Handelsbanke *verlang*.

	Barclays Bank (Dominion, Colonial and Overseas).	Nederlandsche Bank voor Zuid-Afrika.	The Standard Bank of South Africa, Limited.	Die Stellenbossche Distriksbank, Beperk.	Volkskas Beperk.	Total. Totaal.
LIABILITIES TO THE PUBLIC IN THE UNION. VERPLIGTINGS TEENOOR DIE PUBLIEK IN DIE UNIE.	£	£	£	£	£	£
Demand Liabilities—*Onmiddellike opeisbare verpligtings*	113,542,887	7,549,327	112,641,634	609,267	5,859,296	240,202,411
Time Liabilities—*Termynverpligtings*	14,730,133	697,937	15,072,906	371,954	1,958,224	32,831,154
Total Liabilities to the Public—*Totale verpligtings teenoor die publiek*	128,273,020	8,247,264	127,714,540	981,221	7,817,520	273,033,565
ASSETS IN THE UNION.—BATE IN DIE UNIE.						
Subsidiary Coin—*Pasmunt*	548,355	37,184	463,405	2,892	28,946	1,080,682
Gold Coin and Bullion—*Goudmunt en staafgoud*	42,540	399,062	94,104	—	—	535,706
Notes of South African Reserve Bank—*Suid-Afrikaanse Reserwebank-biljette*	2,090,000	169,462	2,506,687	22,458	193,496	4,982,103
Credit Balance in South African Reserve Bank—*Kreditsaldo in die Suid-Afrikaanse Reserwebank*	72,024,390	3,599,212	64,823,289	180,000	2,122,390	142,749,281
Total Cash Reserves—*Totale kontantreserwes*	74,705,485	4,204,920	67,887,185	205,350	2,344,832	149,347,772
Other Liquid Assets—*Ander liquide bate*	36,028,969	2,321,378	40,785,889	382,105	1,250,653	80,768,994
Total Loans and Discounts—*Totale lenings en diskonterings*	18,800,892	1,760,373	19,638,522	474,635	4,072,093	44,246,515
RATIOS.—VERHOUDINGSYFERS.	%	%	%	%	%	%
Reserve Ratio—*Reserwepersentasie*	58·24	50·99	53·16	20·93	29·99	54·70
Liquid Asset Ratio—*Persentasie liquide bate*	86·33	79·13	85·09	59·87	45·99	84·28

✱ No. 883.] [25 May 1945.

BANK STATEMENT.

In terms of section *thirteen* (3) of the Banking Act, 1942, the following *periodical statement by a commercial bank* is published for general information.

NOTE.—The statement published below relates to an institution *seeking* registration as a commercial bank.

✱ No. 883.] [25 Mei 1945.

BANKSTAAT.

Ingevolge artikel *dertien* (3) van die Bankwet, 1942, word onderstaande *periodieke staat deur 'n handelsbank* vir algemene inligting gepubliseer.

L.W.—Onderstaande staat het betrekking op 'n instelling wat registrasie as handelsbank *verlang*.

STAAT VAN LASTE EN BATE VAN DIE NEDERLANDSCHE BANK VOOR ZUID-AFRIKA EN SY FILIAAL MAATSKAPPY.

SOOS WERKSAAM IN DIE UNIE VAN SUID-AFRIKA EN IN LONDEN PER 30 SEPTEMBER 1944.

LASTE.	£	s.	d.	£	s.	d.
Lopende rekenings				6,817,055	14	9
Spaarrekenings				343,081	16	8
Vaste deposito's				666,120	7	4
Ander krediteure				137,384	0	6
Uitstaande wissels				15,613	11	11
Kliënte vir vreemde munt gekoop				3,618	18	5
Reserwe vir belastings, ander reserwes en waarborgfondse				80,487	17	8
Oorlopende rente en diskonto				16,370	4	3
Reserwe vir bankgeboue, ander reserwes en beskikbare werkkapitaal (insluitende winste 1939–1944)				1,265,073	18	7
	£	s.	d.			
Kolleksie wissels per kontra	955,318	3	8			
Garansies afgegee vir kliënte per kontra	670,447	0	5			
				£9,344,806	10	1

BATE.	£	s.	d.	£	s.	d.
Kontant, goud, en balanse by ander banke				4,469,382	13	9
Beleggings, skatkisbiljette en regerings-lenings				1,493,487	10	0
Lenings en voorskotte aan kliente				2,100,522	9	0
Ander debiteure				110,351	5	0
Gediskonteerde wissels				661,984	5	4
Bankgeboue, eiendomme, meubels, ens.				501,698	1	8
Opgeloopte rente				7,380	5	4
	£	s.	d.			
Kolleksie wissels per kontra	955,318	3	8			
Verpligtings van kliente vir garansies per kontra	670,447	0	5			
				£9,344,806	10	1

J. DOMMISSE,
Kontroleur aangestel deur die Regering van die Unie van Suid-Afrika
Direkteur benoem deur die Nederlandse Regering te Londen.

J. P. KAKEBEEKE,
Hoofbestuurder.

Ons het die bostaande gekonsolideerde Balansstaat van die Bank en sy filiaal maatskappy, BETTELHEIM BUILDINGS COMPANY, LIMITED, met die boeke, rekenings en bewysstukke van die Bank by die hoofkantoor in Suid-Afrika en met die opgawes van die takke in Suid-Afrika en die geouditeerde Balansstaat van die takkantoor in Londen, soos deur die ouditeurs in Londen verskaf, en die boeke, rekenings en bewysstukke van die filiaal maatskappy nagegaan en onsself tevrede gestel oor die bestaan van die sekuriteite.

Alle verlangde inligtings en verduidelikings is aan ons verstrek en ons rapporteer dat na ons mening en volgens die beste van ons kennis en wete :—

(*a*) Behoorlike boeke en rekenings gehou is.
(*b*) Die sekuriteite en stukke van die Bank en sy filiaal maatskappy behoorlik bewaar word.
(*c*) Die beheer van die Bank oor sy takke voldoende is, en dat volgens ons ingelig is, die instruksies aan die amptenare op die takkantore behoorlik uitgevoer is.
(*d*) Die bostaande Balansstaat na behore so opgestel is dat dit 'n ware en juiste weergawe toon van die toestand van die Bank en sy filiaal maatskappy se sake op 30 September 1944 volgens die beste van ons kennis en die inligtings en verduidelikings aan ons verskaf en soos aangetoon deur die boeke en opgawes deur ons nagegaan.

ALTMANN & BRUGMAN,
Ouditeurs,
Geoktrooieerde Rekenmeesters (S.A.).

Pretoria, 21 Februarie 1945.

WINS EN VERLIES REKENING VAN DIE NEDERLANDSCHE BANK VOOR ZUID-AFRIKA.

SOOS WERKSAAM IN DIE UNIE VAN SUID-AFRIKA EN IN LONDEN VIR DIE JAAR GEËINDIG 30 SEPTEMBER 1944.

	£	s.	d.		£	s.	d.
Uitgawe vir algemene onkoste, posseëls, salarisse, ens.	169,407	9	2	Inkomste: Rente, kommissie, diskonto op wissels, en wisselkoers	270,699	1	8
Afskrywings op meubels en kantoorbenodighede	6,708	5	10				
Reserwe vir belastings, bankgeboue en diverse reserverings	54,521	0	1				
Wins vir die boekjaar	40,062	6	7				
	£270,699	1	8		£270,699	1	8

J. DOMMISSE,
Kontroleur aangestel deur die Regering van die Unie van Suid-Afrika
Direkteur benoem deur die Nederlandse Regering te Londen.

J. P. KAKEBEEKE,
Hoofbestuurder.

Ons verklaar dat die Wins en Verliesrekening na ons beste wete en oortuiging en volgens inligting aan ons verstrek, 'n juiste opgawe van die wins en verlies vir die jaar geëindig 30 September 1944, aantoon, onderworpe aan die feit dat oordragte daaruit na Reserwes vir gebeurlikhede gemaak is.

ALTMANN & BRUGMAN,
Ouditeurs,
Geoktrooieerde Rekenmeesters (S.A.).

Pretoria, 21 Februarie 1945.

✱ No. 903.] [1 June 1945.

APPOINTMENT OF ACTING RECEIVER OF REVENUE, BRAKPAN.

It is hereby notified for general information that Mr. John Leslie Victor Hodgson has been appointed acting Receiver of Revenue, Brakpan, with effect from the 16th April, 1945 during the absence on leave of Mr. James Arthur McCalgan Daly.

✱ No. 903.] [1 Junie 1945.

AANSTELLING VAN WAARNEMENDE ONTVANGER VAN INKOMSTE, BRAKPAN.

Hierby word vir algemene inligting bekendgemaak dat die heer John Leslie Victor Hodgson met ingang van 16 April 1945 as waarnemende ontvanger van inkomste, Brakpan, gedurende die afwesigheid van die heer James McCalgan Daly met verlof, aangestel is.

✱ No. 904.] [1 June 1945.

Notice is hereby given that the Transfer Books of the 3½ per cent. Local Registered Stock, 1955-65, will be closed from the 15th June, 1945, to the 15th July, 1945, both days inclusive, and that the dividend due on the 15th July next, will be paid to the stockholders registered at the date of closing of the Transfer Books.

✱ No. 904.] [1 Junie 1945.

Hierby word bekendgemaak dat die Oordragboeke van die Plaaslike Geregistreerde Effekte teen 3½ persent, 1955-65, gesluit sal wees vanaf 15 Junie 1945 tot en met 15 Julie 1945 en dat die diwidend betaalbaar op 15 Julie aanstaande, aan die effektehouers wat op die datum van die sluiting van die Oordragboeke geregistreer is, betaal sal word.

✱ No 929.] SOUTH AFRICAN RESERVE BANK. [1 June 1945.

Statement, pursuant to Section 19 (1) (*a*) of Act No. 29 of 1944, of Liabilities and Assets on the 25th day of May, 1945.

LIABILITIES.	£	s.	d.
Capital	1,000,000	0	0
Reserve Fund	1,048,516	3	8
Notes in Circulation	58,888,438	0	0
Deposits:—			
(*a*) Government	14,778,265	1	8
(*b*) Bankers	145,239,619	9	10
(*c*) Other	5,972,125	2	4
Bills Payable	—		
Other Liabilities	3,817,302	18	10
	£230,744,266	16	4

ASSETS.	£	s.	d.
Gold Coin and Bullion	105,007,220	17	11
Subsidiary Coin	320,922	4	3
Bills Discounted:—			
(*a*) Domestic	—		
(*b*) Foreign	28,351,856	4	9
Loans and Advances to the Government	—		
Other Loans and Advances	3,879,726	17	6
Government Securities	2,681,780	8	2
Other Securities	—		
Other Assets	90,502,760	3	9
	£230,744,266	16	4

Ratio of gold reserves to liabilities to public 46·5 per cent
Dated this 29th day of May 1945.

E. W. CATTELL, Chief Cashier.

✱ No. 929.] SUID-AFRIKAANSE RESERWEBANK. [1 Junie 1945.

Staat, ingevolge artikel 19 (1) (*a*) van Wet No. 29 van 1944, van die Laste en Bates op die 25ste dag van Mei 1945.

LASTE.	£	s.	d.
Kapitaal	1,000,000	0	0
Reserwefonds	1,048,516	3	8
Note in omloop	58,888,438	0	0
Deposito's van:—			
(*a*) Regering	14,778,265	1	8
(*b*) Bankiers	145,239,619	9	10
(*c*) Andere	5,972,125	2	4
Wissels te betaal	—		
Ander laste	3,817,302	18	10
	£230,744,266	16	4

BATES.	£	s.	d.
Goudmunt en staafgoud	105,007,220	17	11
Pasmunt	320,922	4	3
Gediskonteerde wissels:—			
(*a*) Binnelandse	—		
(*b*) Buitelandse	28,351,856	4	9
Lenings en voorskotte aan die Regering	—		
Ander lenings en voorskotte	3,879,726	17	6
Regeringsekuriteite	2,681,780	8	2
Ander sekuriteite	—		
Ander bates	90,502,760	3	9
	£230,744,266	16	4

Verhouding van goudreserwes tot verpligtings teenoor die publiek 46·5 persent.
Geteken die 29ste dag van Mei 1945.

E. W. CATTELL, Hoo kassier.

DEPARTMENT OF EDUCATION.

✱ No. 905.] [1 June 1945.

UNIVERSITY OF CAPE TOWN.—AMENDMENT OF REGULATIONS.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased to approve, in terms of section *twenty-two* of Act No. 14 of 1916, of the following amendment of the regulations of the University of Cape Town, framed by the Council of the University in terms of the said Act.

Under the heading "A. FACULTIES OF ARTS AND SCIENCE", sub-head "REGULATIONS FOR THE DEGREE OF BACHELOR OF ARTS", paragraph 2 (*b*):—

In Group I thereof after "Geography" add "Geology".
In Group II thereof delete "Geology".
In Group IV thereof after "Classical Culture" add "Drama".

Under the heading "REGULATIONS FOR THE DEGREE OF BACHELOR OF SCIENCE", paragraph 3:—

In Group I thereof after "Geography" add "Geology".
In Group II thereof delete "Geology".
In paragraph 8 thereof delete "Geology (two courses)" and substitute "Geology (three courses)".

Under the heading "REGULATIONS FOR THE DEGREE OF MASTER OF SCIENCE", in paragraph 7 (M.Sc. subjects and auxiliaries) delete "Geology (*a*) Two courses", and substitute "Geology (*a*) Three courses".

DEPARTEMENT VAN ONDERWYS.

✱ No. 905.] [1 Junie 1945.

UNIVERSITEIT VAN KAAPSTAD.—WYSIGING VAN REGULASIES.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, ooreenkomstig artikel *twee-en-twintig* van Wet No. 14 van 1916, sy goedkeuring te heg aan die volgende wysiging van die regulasies van die Universiteit van Kaapstad opgestel deur die Raad van die Universiteit ooreenkomstig genoemde Wet.

Onder die hoof "A. DIE FAKULTEITE VAN LETTERE EN WYSBEGEERTE EN NATUURWETENSKAPPE", subhoof "REGULASIES VIR DIE GRAAD BACCALAUREUS IN LETTERE EN WYSBEGEERTE", paragraaf 2 (*b*):—

Voeg "Geologie" in na "Aardrykskunde" in Groep I daarvan.
Skrap "Geologie" in Groep II daarvan.
Voeg "Drama" in na "Klassieke kultuur" in Groep IV daarvan.

Onder die hoof "REGULASIES VIR DIE GRAAD BACCALAUREUS IN NATUURWETENSKAPPE", paragraaf 3:—

Voeg "Geologie" in na "Aardrykskunde" in Groep I daarvan.
Skrap "Geologie" in Groep II daarvan.
Skrap "Geologie (twee kursusse)" in paragraaf 8 daarvan en vervang dit deur "Geologie (drie kursusse)".

Onder die hoof "REGULASIES VIR DIE GRAAD MAGISTER IN NATUURWETENSKAPPE", in paragraaf 7 (M.Sc.-vakke en -byvakke), skrap "Geologie (*a*) Twee kursusse", en vervang dit deur "Geologie (*a*) Drie kursusse".

Under the heading "B. FACULTY OF LAW", sub-heads "REGULATIONS FOR THE DEGREE OF MASTER OF LAWS" and "REGULATIONS FOR THE DEGREE OF DOCTOR OF LAWS", paragraph 4 in each case re-worded as follows:—

"The thesis must be satisfactory in arrangement and expression, and must be typewritten or printed. Three copies must be presented; and also three copies of a brief summary of its contents. The thesis must be accompanied by an undertaking in writing, signed by the candidate, empowering the University to reproduce for the purpose of research either the whole or any portion of the contents in any manner whatsoever."

Under the heading "D. FACULTY OF MEDICINE", sub-head "REGULATIONS FOR THE DEGREE OF BACHELOR OF MEDICINE AND BACHELOR OF SURGERY":—

In paragraph 15 thereof insert (after "unless otherwise permitted by the Senate") "A candidate who fails to pass the University examinations in both Bacteriology and Physiology at the end of the first term shall not be allowed to attend the courses in Obstetrics and Pathology and shall be required to (*a*) re-attend the course in Physiology concurrently with attendance at the course in Pharmacology in the second term and write the University examinations in these two courses at the end of the second term provided that he shall not be credited with passing in Pharmacology if he does not pass in Physiology, and (*b*) re-attend the course in Bacteriology in the following year".

In paragraph 24 thereof, insert (after "such course or courses") "A candidate shall not be exempted from further attendance and examination on any course if he has not obtained at least 20 per cent. of the maximum marks in the examination on the other courses".

Under the heading "REGULATIONS FOR THE DEGREE OF MASTER OF SURGERY", and "REGULATIONS FOR THE DEGREE OF DOCTOR OF MEDICINE", in paragraphs 5 and 3 respectively add the following:—

"The thesis must be accompanied by an undertaking in writing, signed by the candidate, empowering the University to reproduce for the purpose of research either the whole or any portion of the contents in any manner whatsoever."

Under the heading "F. FACULTY OF COMMERCE", sub-head "REGULATIONS FOR THE DEGREE OF BACHELOR OF COMMERCE":—

In paragraph 10 thereof insert (after "each of the following groups") "except that (*a*) two courses in English or French or Geography or German or History or Nederlands en Afrikaans or Pure Mathematics may be offered as alternative to groups (i) and (ii); and (*b*) with the special permission of the Senate an alternative subject from group (x) may be offered in place of a subject in groups (i) or (ii)".

In paragraph 10, sub-section (vii), thereof delete "Pure Mathematics".

Sub-section (x) (*d*) re-worded as follows:—

"Industries and costing group, including costing, industrial management and public finance".

Sub-section (x) (*n*) re-numbered "(x) (*o*)" and a new sub-section (x) (*n*) added: "Business Administration".

Under the heading "H. FACULTY OF FINE ART AND ARCHITECTURE", delete "Bachelor of Arts in Architecture . . . B.A.;" and "Master of Arts in Architecture . . . M.A." and substitute "Bachelor of Architecture . . . B.Arch.," and "Master of Architecture . . . M.Arch."

Under the heading "REGULATIONS FOR THE DEGREE OF BACHELOR OF ARCHITECTURE", in paragraphs 5, 6, 7 and 8 respectively delete "One approved B.A. course"; "B.A. course"; "One approved B.A. course"; "B.A. course".

Under the heading "REGULATIONS FOR THE DEGREE OF DOCTOR OF PHILOSOPHY (Ph.D.)," paragraph 7 re-worded as follows:—

"The thesis must be satisfactory in arrangement and expression, and must be typewritten or printed. Three copies must be presented, and also three copies of a brief summary of its contents. The thesis must be accompanied by an undertaking, in writing, signed by the candidate, empowering the University to reproduce for the purpose of research either the whole or any portion of the contents in any manner whatsoever."

Under the heading "SPECIAL REGULATIONS", sub-head "A. DIPLOMAS IN THE FACULTY OF ARTS" substitute "Higher Certificate in Librarianship" for "Certificate in Librarianship" and add a new section at the end:—

"*Certificate in Librarianship.*

1. A candidate for the certificate must hold the certificate of the Joint Matriculation Board (or an exemption certificate granted by that board) or a final school-leaving certificate accepted by the Senate for the purpose.

Onder die hoof „B. DIE FAKULTEIT VAN REGSGELEERDHEID", subhoofde „REGULASIES VIR DIE GRAAD MAGISTER IN DIE REGTE" en „REGULASIES VIR DIE GRAAD DOKTOR IN DIE REGTE", verander die bewoording van paragraaf 4 in elk geval sodat dit as volg lui:—

„Die proefskrif moet bevredigend wees ten opsigte van inkleding en uitdrukkingswyse, en moet getik of gedruk wees. Drie eksemplare, asook drie eksemplare van 'n kort opsomming van die inhoud, moet voorgelê word. Die proefskrif moet vergesel gaan van 'n skriftelike onderneming, onderteken deur die kandidaat, waarin hy die Universiteit magtig om die hele inhoud of enige deel daarvan op enige wyse vir navorsingsdoeleindes te reproduseer."

Onder die hoof „D. DIE FAKULTEIT VAN GENEESKUNDE EN CHIRURGIE", subhoof „REGULASIES VIR DIE GRAAD BACCALAUREUS IN GENEESKUNDE EN IN CHIRURGIE":—

Voeg onderstaande in paragraaf 15 daarvan in (ná „tensy die Senaat anders bepaal") „'n Kandidaat wat nie in die Universiteitseksamens in sowel bakteriologie as fisiologie aan die einde van die eerste semester slaag nie, word nie toegelaat om die kursusse in verloskunde en patologie by te woon nie, en hy moet (*a*) die kursus in fisiologie weer bywoon gelyktydig met die bywoning van die kursus in farmakologie in die tweede semester, en die Universiteitseksamens in hierdie twee kursusse aan die einde van die tweede semester afle, met dien verstande dat hy nie daarvoor erkenning kry dat hy in farmakologie geslaag het tensy hy in fisiologie slaag nie, en (*b*) die kursus in bakteriologie in die volgende jaar weer bywoon".

Voeg onderstaande in paragraaf 24 daarvan in (na „vrygestel kan word") „'n Kandidaat word nie vrygestel van verdere bywoning van en eksaminering in enige kursus tensy hy minstens 20 persent van die maksimumpunte in die eksamens in die ander kursusse verwerf het nie".

Onder die hoof „REGULASIES VIR DIE GRAAD MAGISTER IN CHIRURGIE" en „REGULASIES VIR DIE GRAAD DOKTOR IN GENEESKUNDE" voeg die volgende onderskeidelik in paragrawe 5 en 3 by:—

„Die proefskrif moet vergesel gaan van 'n skriftelike onderneming, onderteken deur die kandidaat, waarin hy die Universiteit magtig om die hele inhoud of enige deel daarvan op enige wyse vir navorsingsdoeleindes te reproduseer."

Onder die hoof „F. DIE FAKULTEIT VAN HANDELSWETENSKAP", subhoof „REGULASIES VIR DIE GRAAD BACCALAUREUS IN HANDELSWETENSKAP":—

Voeg die volgende in paragraaf 10 daarvan in (na „bevat") „behalwe dat (*a*) twee kursusse in Engels of Frans of Aardrykskunde of Duits of Geskiedenis of Nederlands en Afrikaans of Suiwer Wiskunde aangebied kan word as alternatief vir groepe (i) en (ii); en (*b*) met die spesiale verlof van die Senaat 'n alternatiewe vak van groep (x) aangebied kan word in die plek van 'n vak in groep (i) of (ii)".

Skrap „suiwer wiskunde" in paragraaf 10 onderafdeling (vii).

Die bewoording van onderafdeling (x) (*d*) moet verander word sodat dit as volg lui:—

„Nywerheids- en kosteberekeningsgroep, met inbegrip van kosteberekening, industriële bestuur en staatsfinansies"

Onderafdeling (x) (*n*) moet „(x) (*o*)" hernommer word en 'n nuwe onderafdeling (x) (*n*) „Besigheidsadministrasie" moet bygevoeg word.

Skrap „Baccalaureus in Argitektuur . . . B.A."; en „Magister in Argitektuur . . . M.A." onder die hoof „H. FAKULTEIT VAN SKONE KUNSTE EN ARGITEKTUUR", en vervang dit deur „Baccalaureus in Argitektuur . . . B.Arch." en „Magister in Argitektuur . . . M.Arch.".

Skrap „Een goedgekeurde B.A.-kursus"; „B.A.-kursus"; „Een goedgekeurde B.A.-kursus"; „B.A.-kursus" onder die hoof „BACCALAUREUS IN ARGITEKTUUR" onderskeidelik in paragrawe 5, 6, 7 en 8.

Onder die hoof „REGULASIES VIR DIE GRAAD DOKTOR IN WYSBEGEERTE (Ph.D)" moet die bewoording van paragraaf 7 verander word sodat dit as volg lui:—

„Die proefskrif moet bevredigend wees ten opsigte van inkleding en uitdrukkingswyse, en moet getik of gedruk wees. Drie eksemplare, asook drie eksemplare van 'n kort opsomming van die inhoud, moet voorgelê word. Die proefskrif moet vergesel gaan van 'n skriftelike onderneming, onderteken deur die kandidaat, waarin hy die Universiteit magtig om die hele inhoud of enige deel daarvan op enige wyse vir navorsingsdoeleindes te reproduseer."

Vervang „Sertifikaat in Biblioteekwese" onder die hoof „SPESIALE REGULASIES", subhoof „A. DIPLOMAS IN DIE FAKULTEIT VAN LETTERE EN WYSBEGEERTE", deur „Hoër Sertifikaat in Biblioteekwese" en voeg 'n nuwe afdeling aan die einde by:—

„*Sertifikaat in Biblioteekwese.*

1. 'n Kandidaat vir die sertifikaat moet in besit wees van 'n matrikulasie-sertifikaat van die Gesamentlike Matrikulasieraad (of van 'n vrystellingsertifikaat van dié Raad), of van 'n finale skoolcindsertifikaat deur die Senaat vir hierdie doel aangeneem.

2. The course of study for the certificate extends over one academic year (full-time study), or may be spread over two academic years (part-time study).

The curriculum includes the following courses:—

Major courses: Library practice.
Book stock and assistance to readers.
Elements of cataloguing and classification.
Minor courses: Book production (half course).
General literature and its background (half course).

3. Candidates must work for at least a continuous period of four weeks in approved libraries as part of the course of training. Library assistants who have worked continuously in an approved library for at least 12 months may be exempted from the four weeks practical training required for the Certificate.

4. Candidates who have successfully completed the course for the Certificate in Librarianship and wish to proceed to the Higher Certificate course may be exempted from—

(i) attendance at half of each professional subject for the Higher Certificate of Diploma and would be set special examinations on the remaining part of the work of each subject at the end of the Higher Certificate or Diploma Course;

(ii) the four weeks continuous training required for the Higher Certificate or Diploma."

Under the heading "SPECIAL REGULATIONS", subhead "E. DIPLOMAS IN THE FACULTY OF COMMERCE" add a new section at the end:—

"*Post-graduate diploma in Industries and Costing.*

1. A candidate for the post-graduate diploma in Industries and Costing, must hold the B.Com. degree of the University of Cape Town or a degree recognised by the Senate for the purpose.

2. A candidate must attend the course in and pass the examination for the Special Group course "Industries and Costing" except in so far as he may already have passed recognised University examinations in the subjects covered by that group.

3. Any candidate may be required to attend such auxiliary courses in and pass such examinations in Economics, Commerce, Accounting and Law as the Senate on the recommendation of the board of the faculty of commerce may determine.

4. A candidate must, subsequent to graduation, pursue for a minimum period of one academic year an approved course of more advanced studies in the subjects covered by the Industries and Costing group under the supervision of the professors of Accounting, Commerce and Economics, and pass the examinations in these subjects.

5. A candidate must satisfy the Senate that he has obtained practical experience of an approved kind for a period of not less than two years."

Under the heading "SPECIAL REGULATIONS", subhead "F. DIPLOMAS AND CERTIFICATES IN THE FACULTY OF MUSIC", delete "Diploma of Musical Proficiency", and substitute "Performer's Diploma in Music".

Under the heading "SPECIAL REGULATIONS", subhead "G. DIPLOMAS AND CERTIFICATES IN THE FACULTY OF FINE ART AND ARCHITECTURE", delete the whole of the regulations for the Certificate in Ceramics and substitute the following:—

"*Certificate in Ceramics.*

The course for the Certificate in Ceramics extends over not fewer than three academic years. The course of study must be continuously pursued, unless special exemption is obtained from the Senate. Every candidate for the Certificate must satisfy the Director of his ability to profit from the instruction.

First year.—The courses prescribed for the first year are: Drawing, modelling, use of potter's wheel, anatomy, history of art and architecture. Every candidate must submit (*a*) six sheets of drawing; not less than two pieces of modelling; and (*b*) six simple shapes in pottery made by student on potter's wheel. Setting and fixing of works will be done under supervision.

Every candidate must pass a written examination in (*a*) Anatomy and (*b*) History of Art and Architecture.

Second year.—The courses prescribed for the second year are: History and evolution of ceramics, study of raw materials and processes of production of ceramic wares, modelling and casting, principles of ornament and design, training in setting and firing of kilns. Every candidate must submit (*a*) portfolio of sketches of historic examples and original designs in colour; and (*b*) six pieces of pottery in original designs, showing decorative treatment of plants, birds, animals and other natural forms.

Every candidate must pass written examinations in (*a*) history and evolution of ceramics, and (*b*) principles of ornament and design.

2. Die studiekursus vir die sertifikaat strek oor een akademiese jaar (voltydse studie), of kan oor twee akademiese jare loop (deeltydse studie).

Die leerplan omvat die volgende kursusse:—

Hoofkursusse: Biblioteekpraktyk.
Boekvoorraad en hulp aan lesers.
Beginsels van katalogisering en klassifikasie.
Bykomstige kursusse: Boekproduksie (halwe kursus).
Algemene letterkunde en die agtergrond daarvan (halwe kursus).

3. Kandidate moet as deel van die opleidingskursus vir 'n deurlopende tydperk van minstens vier weke in goedgekeurde biblioteke werk. Biblioteek-assistente wat minstens 12 maande aanmekaar in 'n goedgekeurde biblioteek gewerk het, kan vrygestel word van die vier weke praktiese opleiding wat vir die sertifikaat vereis word.

4. Kandidate wat die kursus vir die Sertifikaat in Biblioteekwese met sukses voltooi het en die kursus vir die Hoër Sertifikaat wil volg, kan vrygestel word van—

(i) bywoning van die helfte van elke professionele vak vir die Hoër Sertifikaat of Diploma, en sal die einde van die kursus vir die Hoër Sertifikaat of Diploma oor die oorblywende deel van die werk in elke vak spesiaal geëksamineer word;

(ii) die vier weke deurlopende opleiding wat vir die Hoër Sertifikaat of Diploma vereis word."

Voeg 'n nuwe afdeling onder die hoof „SPESIALE REGULASIES", subhoof „E. DIPLOMAS IN DIE FAKULTEIT VAN HANDELSWETENSKAP", aan die einde by:—

„*Na-graadse diploma in nywerheidswese en kosteberekening.*

'1. 'n Kandidaat vir die na-graadse diploma in nywerheidswese en kosteberekening moet in besit wees van die graad B.Com. van die Universiteit van Kaapstad of 'n graad wat deur die Senaat vir die doel erken word.

2. 'n Kandidaat moet die Spesiale Groep-kursus „Nywerheidswese en Kosteberekening" volg en die eksamen daarin met sukses aflê, behalwe in soverre hy reeds in erkende Universiteitseksamens in die vakke wat deur dié groep gedek word, geslaag het.

3. Van enige kandidaat kan verlang word dat hy bykomende kursusse in ekonomie, handelswetenskap, rekeningkunde en regte wat die Senaat op aanbeveling van die raad van die fakulteit van handelswetenskap bepaal, volg en die eksamens daarin met sukses aflê.

4. 'n Kandidaat moet na die verkryging van sy graad vir 'n minimum tydperk van een akademiese jaar 'n goedgekeurde kursus van meer gevorderde studie in die vakke wat deur die nywerheids- en kosteberekeningsgroep gedek word, onder die toesig van die professore in rekeningkunde, handelswetenskap en ekonomie volg en in die eksamens in hierdie vakke slaag.

5. 'n Kandidaat moet die Senaat daarvan oortuig dat hy praktiese ondervinding van 'n goedgekeurde aard vir 'n tydperk van minstens twee jaar opgedoen het.

Skrap „Diploma vir Musikale Bevoegdheid onder die hoof „SPESIALE REGULASIES", subhoof „F. DIPLOMAS EN SERTIFIKATE IN DIE FAKULTEIT VAN MUSIEK" en vervang dit deur „Spelersdiploma in Musiek".

Skrap al die regulasies vir die Sertifikaat in Pottebakkerskuns onder die hoof „SPESIALE REGULASIES", subhoof „G. DIPLOMAS EN SERTIFIKATE IN DIE FAKULTEIT VAN SKONE KUNSTE EN ARGITEKTUUR" en vervang dit deur die volgende:—

„*Sertifikaat in Pottebakkerskuns.*

Die kursus vir die Sertifikaat in Pottebakkerskuns strek oor minstens drie akademiese jare. Die studiekursus moet sonder onderbreking gevolg word, tensy spesiale vrystelling van die Senaat verkry word. Elke kandidaat vir die sertifikaat moet die Direkteur oortuig van sy vermoë om by die onderrig baat te vind.

Eerste jaar.—Die kursusse wat vir die eerste jaar voorgeskryf is, is as volg: tekening, modellering, gebruik van die pottebakkerskyf, anatomie, geskiedenis van kuns en argitektuur. Elke kandidaat moet die volgende voorlê: (*a*) ses velle tekenwerk; minstens twee stukke modelleerwerk; en (*b*) ses stukke pottebakkerswerk, eenvoudig van vorm, wat deur die student op die pottebakkerskyf gemaak is. Die opstel en montering van die werke sal onder toesig gedoen word.

Elke kandidaat moet in 'n skriftelike eksamen in (*a*) anatomie en (*b*) geskiedenis van kuns en argitektuur slaag.

Tweede jaar.—Die kursusse wat vir die tweede jaar voorgeskryf is, is as volg: geskiedenis en evolusie van die pottebakkerskuns, studie van grondstowwe en die produksieprosesse van pottebakkersware, modellering en gieting, beginsels van versiering en ontwerp, opleiding in inrigting en gebruik van oonde. Elke kandidaat moet die volgende voorlê: (*a*) portefeulje van sketse van historiese voorbeelde en oorspronklike ontwerpe in kleur; en (*b*) ses stukke pottebakkerswerk van oorspronklike ontwerp, met dekoratiewe voorstellings van plante, voëls, diere en ander natuurlike vorms.

Elke kandidaat moet in skriftelike eksamens in (*a*) geskiedenis en evolusie van die pottebakkerskuns, en (*b*) beginsels van versiering en ontwerp slaag.

Third year.—The courses prescribed for the third year are: Further study of raw materials and processes of production of ceramic wares, setting and firing of kilns.

Every candidate must submit not less than 12 original examples of ceramic art to include the following:—

Groups; vases, set of bowls, tea set, tiles.

Every candidate must pass written examinations in raw materials and processes of production of ceramic wares."

DEPARTMENT OF COMMERCE AND INDUSTRIES.

✱ No. 884.] [1 June 1945.

It is hereby notified for general information that the Honourable the Minister of Economic Development has been pleased, in terms of section *eighteen* (1) of the Electricity Act, 1922 (Act No. 42 of 1922), to appoint the following persons as members of the Electricity Control Board, for a further period of three years with effect from the dates shown opposite their respective names:—

Dr. Jan Stephanus van der Lingen, 1st March, 1945.
Mr. George Brebner, 1st February, 1945.
Mr. David Sloan, M.B.E., 1st March, 1945.
Mr. Charles Mullins, 1st April, 1945.

DEPARTMENT OF AGRICULTURE AND FORESTRY.

No. 731.] [4 May 1945.

PROPOSED DEMARCATION OF SUB-RESERVE (*f*), LOT No. 2, CWENCWE VALLEY, OF RES. XVII, CWENCWE FOREST RESERVE, DIVISION OF KINGWILLIAMSTOWN.

In terms of section *nine* of the Forest and Veld Conservation Act, 1941 (Act No. 13 of 1941), it is hereby notified for general information that it is the intention of the Minister of Agriculture and Forestry to declare the undemarcated forest land described in the Schedule hereto, and situated in the Division of Kingwilliamstown, Cape Province, to be demarcated forest. A copy of the report upon the area, certified by the Surveyor-General, Cape Town, with the diagram attached thereto, has been deposited and is available for inspection, free of charge, during office hours at the office of the Magistrate, Kingwilliamstown.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent.	
		Morgen.	Sq. Roods.
XVII	Cwencwe Forest Reserve:— Sub-reserve (*f*), Lot 2, Cwencwe Valley..	186	599

✱ No. 885.] [1 June 1945.

DEMARCATION OF SUB-RESERVE (*e*), BRANDERS FOREST RESERVE II, KATBERG FOREST RESERVE, DIVISION OF STOCKENSTROM.

The requirements of the law as set forth in section *nine* of the Forest and Veld Conservation Act, 1941 (Act 13 of 1941) having been complied with in regard to the proposed demarcation of the undermentioned area situated in the Division of Stockenstrom, Cape Province, and previously referred to in Government Notice No. 2112, dated 15th December, 1944, it is notified for general information that, under the powers in him vested by the said section of the said Act, the Minister of Agriculture and Forestry hereby declares the area in question to be demarcated forest.

SCHEDULE.

Reserve No.	Name of Reserve.	Extent.	
		Morgen.	Sq. Rds.
11	Katberg Forest Reserve: Sub-reserve (*e*), Branders Forset Reserve.	10	70

DEPARTMENT OF THE INTERIOR.

✱ No. 893.] [1 June 1945.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased, in terms of section *ninety-eight* of the Public Service Act, 1923, to make the following amendment to the Public Service Regulations with effect from 1st June, 1945:—

PART IV.

Public Service Regulation 102 is hereby amended by the deletion of the words "Controller of Transport" and the substitution therefor of the words "Director, Government Motor Transport".

Derde jaar.—Die kursusse wat vir die derde jaar voorgeskryf is, is as volg: verdere studie van grondstowwe en produksieprosesse van pottebakkersware, inrigting en gebruik van oonde.

Elke kandidaat moet minstens 12 oorspronklike eksemplare van pottebakkersware voorlê wat die volgende insluit: groepe, vase, stel bakke, teeservies, teëls.

Elke kandidaat moet in skriftelike eksamens in grondstowwe en die produksieprosesse van pottebakkersware slaag.".

DEPARTEMENT VAN HANDEL EN NYWERHEID.

✱ No. 884.] [1 Junie 1945.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Edele die Minister van Ekonomiese Ontwikkeling behaag het om die volgende persone kragtens die bepalings van artikel *agtien* (1) van die Elektrisiteit Wet 1922, (Wet No. 42 van 1922) vir 'n verdere tydperk van drie jaar met ingang van die datums teenoor hul onderskeie name vermeld, as lede van die Raad van Toesig op Elektrisiteit aan te stel:—

Dr. Jan Stephanus van der Lingen, 1 Maart 1945.
Mnr. George Brebner, 1 Februarie 1945.
Mnr. David Sloan M.E.B., 1 Maart 1945.
Mnr. Charles Mullins, 1 April 1945.

DEPARTEMENT VAN LANDBOU EN BOSBOU.

No. 731.] [4 Mei 1945.

VOORGENOME DEMARKASIE VAN SUBRESERWE (*f*), PERSEEL No. 2 CWENCWE VALLEY, VAN RESERWE No. XVII, CWENCWE-BOSRESERWE, AFDELING KINGWILLIAMSTOWN.

Ooreenkomstig artikel *nege* van die Bos- en Veldbewaringswet, 1941 (Wet No. 13 van 1941), word hierby vir algemene inligting bekendgemaak dat die Minister van Landbou en Bosbou voornemens is om die ongedemarkeerde bosgrond in die Bylae hieronder beskrywe en geleë in die afdeling Kingwilliamstown, Kaapprovinsie, tot gedemarkeerde bos te verklaar. 'n Afskrif van die verslag oor die gebied, gesertifiseer deur die Landmeter-generaal, Kaapstad, met kaart daaraan geheg, is by die kantoor van die Magistraat, Kingwilliamstown, ingedien en is gedurende kantoorure sonder betaling ter insae beskikbaar.

BYLAE.

Reserwe No.	Naam van Reserwe.	Grootte.	
		Morge.	Vk. rde.
XVII	Cwencwe-bosreserwe: Subreserwe (*f*), Perseel 2— Cwencwe Valley.....	186	599

✱ No. 885.] [1 Junie 1945.

DEMARKASIE VAN SUBRESERWE (*e*), BRANDERS-BOSRESERWE, VAN RESERWE No. II, KATBERG-BOSRESERWE, AFDELING STOCKENSTROM.

Aangesien aan die vereistes van die Wet, soos vervat in artikel *nege* van die Bos- en Veldbewaringswet, 1941 (Wet No. 13 van 1941), voldoen is in verband met die voorgenome demarkasie van ondergenoemde gebied, geleë in lie Afdeling Stockenstrom, Kaapprovinsie, en voorheen genoem in Goewermentskennisgewing No. 2112 van 15 Desember 1944, word hierby vir algemene inligting bekendgemaak dat die Minister van Landbou en Bosbou, kragtens die bevoegdheid hom verleen by genoemde artikel van gemelde Wet, hierby die betrokke gebied tot gedemarkeerde bos verklaar.

BYLAE.

Reserwe No.	Naam van Reserwe.	Grootte.	
		Morge.	Vk. rde.
11	Katberg-bosreserwe: Subreserwe (*e*), Brandersbosreserwe.....	10	70

DEPARTEMENT VAN BINNELANDSE SAKE.

✱ No. 893.] [1 Junie 1945.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens artikel *agten-negentig* van die Staatsdiens Wet, 1923, onderstaande wysiging in die Staatsdiensregulasies aan te bring vanaf 1 Junie 1945:—

AFDELING IV.

Staatsdiensregulasie 102 word hierby gewysig deur die woorde „Kontroleur van Vervoer" te skrap en dit deur die woorde „Direkteur, Staatsmotorvervoer", te vervang.

✱ No. 906.] [25 May 1945.

It is notified for general information that His Excellency the Officer Administering the Government may be pleased to approve, under the provisions of section *one* of the Births, Marriages and Deaths Registration Act, 1923 (Act No. 17 of 1923), of the following appointment:—

Mr. Fredrich Otto Johannes Wehner, Principal Clerk, Department of the Interior, to act as Registrar of Births, Marriages and Deaths for the Provinces of the Transvaal, Cape of Good Hope, Orange Free State and Natal, during the absence on leave or duty of Mr. G. T. Doyle, the Registrar.

✱ No. 907.] [22 May 1945.

CHANGE OF NAME.—SECTION *NINE* OF THE ALIENS ACT, 1937.—BENJAMIN SIMON AND FAMILY.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased under the provisions of section *nine* of the Aliens Act, 1937 (Act No. 1 of 1937), to authorise Benjamin Simon, his wife Maria Magdalena Simon and their minor child James Henry Simon to assume the surname of "Saaiman".

✱ No. 908.] [1 June 1945.

CLASSIFICATION OF POSTS IN THE PUBLIC SERVICE.

It is hereby notified for general information that, under the powers delegated to it by the Governor-General in terms of sub-section (7) of section *one* of the Public Service Act, 1923, the Public Service Commission has directed the following additions and amendments to the list of the posts included in the Public Service, with effect from the dates indicated:—

ADDITIONS.

I. In the Professional Division.

(*a*) *Higher Branch.*

In the Department of Transport.
Director of Civil Aviation,
Deputy-Director of Civil Aviation,
with effect from 1st January, 1945.

(*b*) *Lower Branch.*

In the Department of Native Affairs.
Principal Agricultural Officer, with effect from 1st March, 1945.

In the Department of Public Health.
Instructress, with effect from 1st March, 1945.

In the Department of Transport.
Inspector of Flying,
Aircraft Inspector,
Assistant Aircraft Inspector,
with effect from 1st January, 1945.

II. The General Division.

In the Department of Native Affairs.
Native Instructor, with effect from 1st January, 1945.

In the Department of Posts and Telegraphs.
Indian Postman, with effect from 1st January, 1945.

In the Department of Public Health.
European Female Health Visitor,
European Female Health Assistant,
with effect from 1st March, 1945.

In the Department of Social Welfare.
Coloured Typist, with effect from 1st February, 1945.

In the Provincial Administration of Natal.
Provincial Inspector, with effect from 1st February, 1945.

AMENDMENTS.

I. The Administrative Division.

In the Department of Defence.
Delete: Secretary, Civil Aviation, with effect from 1st January, 1945.

In the Department of Finance.
Delete: Estimates Clerk, with effect from 1st June, 1943.

II. The Professional Division.

(*a*) *Higher Branch.*

In the Department of Defence.
Delete:
Director of Civil Aviation,
Deputy-Director of Civil Aviation,
with effect from 1st January, 1945.

In the Department of Native Affairs.
Delete: Senior Professional Officer, with effect from 1st March, 1945.

(*b*) *Lower Branch.*

In the Department of Defence.
Delete:
Inspector of Flying,
Aircraft Inspector,
Assistant Aircraft Inspector,
with effect from 1st January, 1945.

✱ No. 906.] [25 Mei 1945.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om ooreenkomstig artikel een van die „Wet op de Registratie van Geboorten, Huwelikeu, en Sterfgevallen, 1923", (No. 17 van 1923), sy goedkeuring te heg aan onderstaande aanstelling:—

Mnr. Fredrich Otto Johannes Wehner, eerste klerk, Departement van Binnelandse Sake, as waarnemende Registrateur van Geboortes, Huwelike en Sterfgevalle vir die provinsies Transvaal, Kaap de Goede Hoop, Oranje-Vrystaat en Natal gedurende die afwesigheid van mnr. G. T. Doyle met verlof of in verband met ampspligte.

✱ No. 907] [22 Mei 1945.

NAAMSVERANDERING.—ARTIKEL *NEGE* VAN DIE WET OP VREEMDELINGE, 1937—BENJAMIN SIMON EN FAMILIE.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om kragtens die bepalings van artikel *nege* van die Wet op Vreemdelinge, 1937 (Wet No. 1 van 1937), Benjamin Simon, sy vrou Maria Magdalena Simon en hulle minderjarige kind James Henry Simon te magtig om die familienaam „Saaiman" aan te neem.

✱ No. 908.] [1 Junie 1945.

INDELING VAN POSTE IN DIE STAATSDIENS.

Hierby word vir algemene inligting bekendgemak dat die Staatsdienskommissie kragtens die bevoegdheid aan hom deur die Goewerneur-generaal oorgedra ooreenkomstig subartikel (7) van artikel *een* van die Staatsdienswet, 1923, onderstaande toevoegings aan en wysigings in die lys poste in die Staatsdiens met ingang van gemelde datums gelas het:—

TOEVOEGINGS.

I. Die Vakkundige tak.

(*a*) *Hoër afdeling.*

In die Departement van Vervoer.
Direkteur van Burgerlike Lugvaart,
Adjunk-direkteur van Burgerlike Lugvaart,
met ingang van 1 Januarie 1945.

(*b*) *Laer afdeling.*

In die Departement van Naturellesake.
Eerste Landboubeampte, met ingang van 1 Maart 1945.

In die Departement van Volksgesondheid.
Instruktrise, met ingang van 1 Maart 1945.

In die Departement van Vervoer.
Vliegkunsinspekteur,
Vliegtuiginspekteur,
Assistent-vliegtuiginspekteur,
met ingang van 1 Januarie 1945.

II. Die algemene tak.

In die Departement van Naturellesake.
Naturelle-instrukteur, met ingang van 1 Januarie 1945.

In die Departement van Pos- en Telegraafwese.
Indiër-briewebesteller, met ingang van 1 Januarie 1945.

In die Departement van Volksgesondheid.
Blanke gesondheidsbesoekster,
Blanke Vroulike gesondheidsassistent,
met ingang van 1 Maart 1945.

In die Departement van Volkswelsyn.
Kleurling-tikster, met ingang van 1 Februarie 1945.

In die Provinsiale Administrasie van Natal.
Provinsiale Inspekteur, met ingang van 1 Februarie 1945.

WYSIGINGS.

I. Die Administratiewe tak.

In die Departement van Verdediging.
Skrap: Sekretaris, Burgerlike Lugvaart, met ingang van 1 Januarie 1945.

In die Departement van Finansies.
Skrap: Begrotingsklerk, met ingang van 1 Junie 1943.

II. Die Vakkundige tak.

(*a*) *Hoër afdeling.*

In die Departement van Verdediging.
Skrap:
Direkteur van Burgerlike Lugvaart,
Adjunk-direkteur van Burgerlike Lugvaart,
met ingang van 1 Januarie 1945.

In die Departement van Naturellesake.
Senior Vakkundige Beampte, met ingang van 1 Maart 1945.

(*b*) *Laer afdeling.*

In die Departement van Verdediging.
Skrap:
Assistent-vliegtuiginspekteur,
Vliegtuiginspekteur,
Vliegkunsinspekteur,
met ingang van 1 Januarie 1945.

III. THE GENERAL DIVISION.

In the Department of Agriculture and Forestry.
Delete: Forestry Clerk, with effect from 1st August, 1942.

In the Department of Defence.
Delete: Military Staff Clerk, with effect from 1st October, 1944.

✱ No. 909.] [1 June 1945.

REGULATIONS UNDER THE PUBLIC SERVICE ACT, 1923.

PRESCRIBED POSTS.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased, in terms of section *ninety-eight* of the Public Service Act, 1923, to approve the following addition and amendments to the list of prescribed posts in the General Division of the Public Service, published under paragraph 2 of Government Notice No. 1595 of 26th September, 1923, as amplified by subsequent Government Notices, with effect from the dates indicated:—

PRESCRIBED POSTS IN THE GENERAL DIVISION.
ADDITION.

In the Provincial Administration of Natal.
Provincial Inspector, with effect from 1st February, 1945.

AMENDMENTS.

In the Department of Agriculture and Forestry.
Delete: Forestry Clerk, with effect from 1st August, 1942.

In the Department of Defence.
Delete: Military Staff Clerk, with effect from 1st October, 1944.

DEPARTMENT OF PUBLIC HEALTH.

✱ No. 886.] [1 June 1945.

SOUTH AFRICAN PHARMACY BOARD.—RULES RELATING TO EXAMINATIONS FOR CHEMISTS AND DRUGGISTS.

The Minister of Welfare and Demobilisation in exercise of the powers conferred on him by section *ninety-four* of the Medical, Dental and Pharmacy Act, No. 13 of 1928, has approved of the following amendment of the rules made by the South African Pharmacy Board under sub-section (2) (i) of the said section of the Act and published under Government Notice No. 514 of 11th March, 1929, as amended.

Delete the following paragraph as published in Government Notice No. 432 of the 17th March, 1944:—

"APPPENDIX 'B.'

Section (*c*).—Add the following at the end of the section:

'Candidates will be examined on the British Pharmacopoeia, British Pharmaceutical Codex, and any other official formularies recognised as official in the Union up to a date not less than six months prior to the examination'."

and substitute the following therefor:

"APPENDIX 'B.'

In the syllabus for 'Pharmacy', paragraph (*c*), add at the end:

'Candidates will be examined on the British Pharmacopoeia and Addenda thereto recognised as official in the Union up to a date not less than six months prior to the examination'."

DEPARTMENT OF LABOUR.

✱ No. 881.] [1 June 1945.

INDUSTRIAL CONCILIATION ACT, 1937.

HAIRDRESSING TRADE, DURBAN.

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Hairdressing Trade shall be binding from the 11th day of June, 1945, and for the period ending the 10th day of June, 1946, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 15 (inclusive), 18 and 20 to 24 (inclusive) of the said Agreement shall be binding from the 11th day of June, 1945, and for the period ending the 10th day of June, 1946, upon the other employers and employees engaged or employed in the said trade in the municipal area of Durban; and

III. DIE ALGEMENE TAK.

In die Departement van Landbou en Bosbou.
Skrap: Boswese-klerk, met ingang van 1 Augustus 1942.

In die Departement van Verdediging.
Skrap: Militêre stafklerk, met ingang van 1 Oktober 1944.

✱ No. 909.] [1 Junie 1945.

REGULASIES INGEVOLGE DIE STAATSDIENSWET, 1923.

VOORGESKREWE POSTE.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens artikel *age-en-negentig* van die Staatsdienswet, 1923, sy goedkeuring te heg aan onderstaande toevoeging aan en wysigings in die lys voorgeskrewe poste in die Algemene Tak van die Staatsdiens soos afgekondig by paragraaf 2 van Goewermentskennisgewing No. 1595 van 26 September 1923 en aangevul deur latere Goewermentskennisgewings, met ingang van gemelde datums:—

VOORGESKREWE POSTE IN DIE ALGEMENE TAK.

TOEVOEGING.

In die Provinsiale Administrasie van Natal.
Provinsiale Inspekteur, met ingang van 1 Februarie 1945.

WYSIGINGS.

In die Departement van Landbou en Bosbou.
Skrap: Boswese-klerk, met ingang van 1 Augustus 1942.

In die Departement van Verdediging.
Skrap: Militêre stafklerk, met ingang van 1 Oktober 1944.

DEPARTEMENT VAN VOLKSGESONDHEID.

✱ No. 886.] [1 Junie 1945.

SUID-AFRIKAANSE APTEKERSKOMMISSIE.—REELS BETREFFENDE EKSAMENS VIR APTEKERS EN DROGISTE.

Die Minister van Welsyn en Demobilisasie het in die uitoefening van die bevoegdheid hom verleen by artikel *vieren-negentig* van die Wet op Geneeshere, Tandartse en Aptekers, No. 13 van 1928, sy goedkeuring geheg aan onderstaande wysiging van die reëls wat deur die Suid-Afrikaanse Aptekerskommissie ingevolge subartikel (2) (i) van voormelde artikel van die Wet gemaak en by Goewermentskennisgewing No. 514 van 11 Maart 1929, soos gewysig, afgekondig is.

Skrap die volgende paragraaf soos in Goewermentskennisgewing No. 432 van 17 Maart 1944 gepubliseer:—

„AANHANGSEL 'B.'

Paragraaf (*c*).—Voeg die volgende by aan die end van die paragraaf:

'Kandidate sal geëksamineer word in die British Pharmacopoeia, die British Pharmaceutical Codex, en enige ander amptelike formulelyste wat as amptelik in die Unie erken word tot 'n datum minstens ses maande voor die eksamens'."

en vervang dit deur die volgende:

„AANHANGSEL 'B.'

In die leerplan vir 'Aptekery', voeg die volgende aan die end van paragraaf (*c*) by:

'Kandidate sal geëksamineer word in die British Pharmacopoeia en addenda daaraan wat tot 'n datum minstens ses maande voor die eksamen as amptelik in die Unie erken word'."

DEPARTEMENT VAN ARBEID.

✱ No. 881.] [1 Junie 1945.

NYWERHEID-VERSOENINGSWET, 1937.

HAARSNYERSBEDRYF, DURBAN.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Haarsnyersbedryf vanaf die 11de dag van Junie 1945 en vir die tydperk wat eindig op die 10de dag van Junie 1946, bindend is op die werkgewersorganisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en op die werkgewers en werknemers wat lede is van daardie organisasies of vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 15, 18 en 20 tot en met 24 van genoemde Ooreenkoms vanaf die 11de dag van Junie 1945 en vir die tydperk wat eindig op die 10de dag van Junie 1946, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde bedryf in die munisipale gebied Durban; en

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the municipal area of Durban and from the 11th day of June, 1945, and for the period ending the 10th day of June, 1946, the provisions contained in clauses 3 to 15 (inclusive), 18 and 20 to 23 (inclusive) of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Durban Hairdressing Employers' Organization

(hereinafter referred to as the "employers" or "employers' organization"), of the one part, and the

S.A. Hairdressers' Employees' Industrial Union (Durban Branch)

hereinafter referred to as the "employees" or "trade union") of the other part;

being the parties to the Industrial Council for the Hairdressing Trade (Durban).

1. Scope of Application of Agreement.

The terms of this Agreement shall be observed in the hairdressing trade in the municipal area of Durban by all employers and employees who are members of the employers' organization and the trade union respectively.

2. Period of Operation of Agreement.

This Agreement shall come into operation on such date as may be fixed by the Minister of Labour in terms of sub-section (1) of section *forty-eight* of the Act, and remain in force for a period of one year or for such period as may be determined by him.

3. Definitions.

Any terms in this Agreement which are defined in the Act shall have the same meanings as in the 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, No. 36 of 1937;

"Agreement" means an Agreement published and made binding on employers and employees in the hairdressing trade in accordance with the provisions of the Industrial Conciliation Act, 1924, as amended, or of the Act;

"apprentice" means an employee serving under a written contract of apprenticeship, registered under the Apprenticeship Act, 1922, as amended;

"casual employee" means a hairdresser who is employed by a particular employer for not more than three consecutive days in any one week;

"clerk" means an employee employed solely or mainly on keeping accounts and records or any other form of clerical work including typing;

"Council" means the Industrial Council for the Hairdressing Trade, Durban, registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed in terms of section two of the Industrial Conciliation Act of 1937, to have been registered in terms of section *nineteen* thereof;

"counter-hand" means an employee employed solely or mainly in receiving or handling cash and/or on counter sales;

"determination" means a determination made and published in accordance with the provisions of the Wage Act, 1925, as amended, and of the Wage Act, 1937;

"establishment" means any premises in which toilet services are rendered to Europeans;

"experience"—

(*a*) in relation to a clerk or counter-hand means the total period or periods of employment which an employee has had as a clerk or counter-hand either prior or subsequent to the date on which this Agreement came into operation;

(*b*) in relation to all other employees the total period or periods of service the employee has had in the hairdressing trade, in the occupation in which he is employed;

"general assistant" means an employee employed in cleaning and/or sweeping of premises and washing of utensils and/or toilet requisites;

"gentlemen's section" means that section of the hairdressing trade in which toilet services are rendered to male persons;

"hairdresser" means an employee who—

(*a*) is capable of cutting, setting, marcel-waving, and water-waving, and elementary saloon work, and holds a certificate of competency issued by any Industrial Council for the Hairdressing Trade in respect of these operations; or

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 15, 18 en 20 tot en met 23 van genoemde Ooreenkoms in die munisipale gebied Durban, vanaf die 11de dag van Junie 1945 en vir die tydperk wat eindig op die 10de dag van Junie 1946 *mutatis mutandis* van toepassing is ten opsigte van persone wat nie by die woordomskrywing van die uitdrukking „werknemer" vervat in artikel *een* van genoemde Wet ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

HAARSNYERSBEDRYF, DURBAN.
OOREENKOMS

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

„Durban Hairdressing Employers' Organisation"
(hierna genoem die „werkgewers", of die „werkgewersorganisasies"), aan die een kant, en die

„S.A. Hairdressers Employees' Industrial Union (Durban Branch)"

(hierna genoem die „werknemers", of die „vakvereniging"), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Haarsnyersbedryf (Durban).

1. Bestek van toepassing van Ooreenkoms.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers en werknemers, wat onderskeidelik lede van die werkgewersorganisasie en die vakvereniging is, in die haarsnyersbedryf in die munisipale gebied Durban nagekom word.

2. Termyn van toepassing van Ooreenkoms.

Hierdie Ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid ingevolge subartikel (1) van artikel *ag-en-veertig* van die Wet vasgestel word, en bly van krag vir 'n tydperk van een jaar of vir sodanige tydperk as wat deur hom bepaal mag word.

3. Woordbepalings.

Alle uitdrukkings in hierdie Ooreenkoms wat in die Wet omskryf word, het dieselfde betekenis as in die Wet; enige verwysing na 'n Wet, of Ordonnansie, sluit enige verwysing van sodanige Wet, of Ordonnansie, in; en behalwe waar dit blykbaar strydig met die bedoeling is, sluit woorde wat die manlike geslag aandui ook vrouens in; en verder, behalwe wanneer in stryd met die samehang, beteken—

„Wet", die Nywerheid-versoeningswet, No. 36 van 1937;

„Ooreenkoms", 'n Ooreenkoms wat kragtens die bepalings van die Nijverheid Verzoenings Wet, 1924, soos gewysig, of ingevolge die Wet, bekendgemaak en bindend gemaak is op werkgewers en werknemers in die haarsnyersbedryf;

„vakleerling", 'n werknemer in diens onder 'n skriftelike vakleerlingskapkontrak wat ingevolge die bepalings van die Vakleerlingen Wet, 1922, soos gewysig, geregistreer is;

„los werknemer", 'n haarsnyer wat by 'n bepaalde werkgewer vir hoogstens drie agtereenvolgende dae in enige week werksaam is;

„klerk", 'n werknemer wat uitsluitlik, of hoofsaaklik, rekenings en aantekenings hou, of enige ander soort klerklike werk, met inbegrip van tikwerk, verrig;

„Raad", die Nywerheidsraad vir die Haarsnyersbedryf (Durban) wat ingevolge artikel *twee* van die Nijverheid Verzoenings Wet, 1924, geregistreer is, en inegvolge artikel *twee* van die Nywerheid-versoeningswet, 1937, beskou word geregistreer te wees ingevolge artikel *negentien* daarvan;

„toonbankbediende", 'n werknemer wat uitsluitlik, of hoofsaaklik, kontant ontvang en hanteer en/of oor die toonbank verkoop;

„Vasstelling", 'n Vasstelling gemaak en gepubliseer ooreenkomstig die bepalings van die Loonwet, 1925, soos gewysig, en van die Loonwet, 1937;

„inrigting", enige perseel waarin toiletdienste vir blankes verrig word;

„ervaring",—

(*a*) met betrekking tot 'n klerk, of toonbankbediende, die totale dienstydperk of tydperke, wat 'n werknemer as klerk, of toonbankbediende, òf voor òf na die datum waarop hierdie Ooreenkoms in werking tree, opgedoen het;

(*b*) met betrekking tot alle ander werknemers, die totale dienstydperk, of -tydperke, wat die werknemer in die haarsnyersbedryf in die vak waarin hy in diens is, opgedoen het;

„algemene assistent", 'n werknemer wat persele skoonmaak en/of vee en gereedskap en/of toiletbenodigdhede was;

„mansafdeling", dié afdeling in die haarsnyersbedryf waarin toiletdienste vir mans verrig word;

„haarsnyer", 'n werknemer wat—

(*a*) bekwaam is om hare te sny, te set, marcelkartel en waterkartel en elementêre salonwerk te verrig en in besit is van 'n sertifikaat van bevoegdheid wat deur enige Nywerheidsraad vir die Haarsnyersbedryf ten opsigte van hierdie werksaamhede, uitgereik is; of

(*b*) holds a general certificate of competency issued by any Industrial Council for the Hairdressing Trade;

(*c*) has served an apprenticeship in the hairdressing trade in terms of the Apprenticeship Act, 1922, or an Agreement, or a determination; or

(*d*) has had not less than five years' experience in the hairdressing trade; and performs one or more toilet services in an establishment;

"hairdressing trade" or "trade" means the trade carried on in an establishment;

"ladies' section" means that section of the hairdressing trade in which toilet services are rendered to female persons;

"learner" means any employee over the age of twenty-one years (other than an apprentice), engaged in the hairdressing trade, who has had less than five years' experience in the hairdressing trade;

"lift attendant" means an employee engaged solely for the operation of a passenger lift;

"minor" means an employee under the age of twenty-one years employed in a trade designated under the Apprenticeship Act, 1922, as amended, during the probationary period during which he may be so employed without a contract of apprenticeship;

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

"posticheure" means a male or female employee employed solely or mainly in making wigs, transformations, switches, and all other classes of hairwork;

"premium" means without in any way limiting the ordinary meaning of the term, any consideration of whatsoever nature given in return for training an employee, or any person, in any one or both sections of the hairdressing trade;

"qualified" means—

(*a*) in relation to a male clerk or counter-hand, a male employee, so employeed who has had not less than six years' experience;

(*b*) in relation to a female clerk or counter-hand a female employee so employed who has had not less than five years' experience;

"receptionist and/or telephonist" means an employee engaged mainly for the purpose of receiving clients or booking appointments by telephone or otherwise;

"toilet services" include the operations comprised in haircutting, singeing, shampooing, shaving, massaging (head or face), setting, marcel-waving and water-waving;

"unqualified" means not qualified;

"working employer" means any employer or any partner in a partnership who himself performs work similar to that carried out by any of his employees;

4. WAGES.

(1) Subject to the provisions of sub-sections (2) and (3) of this section, no employer shall pay and no employee shall accept wages at rates lower than the following:—

	Per Week.
(*a*) Gentlemen's Section.	
(i) Hairdresser, male or female	£7 2 6
(ii) Casual employees: 4s per hour with a minimum of 30s. per day except on Fridays and Saturdays, and for work performed on either or both of these two days the employees shall be paid at least £3. 10s.	
(iii) Learner—	
with less than one year's experience ...	1 10 0
with one or more but less than two years' experience	2 5 0
with two or more but less than three years' experience	3 10 0
with three or more but less than four years' experience	5 0 0
with four or more but less than five years' experience	6 0 0
(*b*) Ladies' Section.	
(i) Hairdresser or posticheure, male, £7 per week, or £30. 6s. 8d. per month.	
(ii) Haidresser or posticheure, female, £4 per week or £17. 6s. 8d. per month.	
(iii) Learner—	
with less than one year's experience ...	1 10 0
with one or more but less than two years' experience	2 5 0
with two or more but less than three years' experience	3 10 0
with three or more but less than four years' experience	5 0 0
with four or more but less than five years' experience	6 0 0
(*c*) Gentlemen's and/or Ladies' Section.	
(i) Minor: First six months one pound (£1) per week.	

(*b*) in besit is van 'n algemene sertifikaat van bevoegdheid wat deur enige Nywerheidsraad vir die Haarsnyersbedryf uitgereik is;

(*c*) 'n vakleerlingskap in die haarsnyersbedryf uitgedien het ingevolge die Vakleerlingen Wet, 1922, of 'n Ooreenkoms, of 'n vasstelling; of

(*d*) minstens vyf jaar ervaring in die haarsnyersbedryf het; en een of meer toiletdienste in 'n inrigting verrig;

„haarsnyersbedryf", of „bedryf", die bedryf wat in 'n inrigting uitgeoefen word;

„damesafdeling", dié afdeling van die haarsnyersbedryf waarin toiletdienste vir vroulike persone verrig word;

„leerling", 'n werknemer (behalwe 'n vakleerling) bo die ouderdom van een-en-twintig jaar, in diens in die haarsnyersbedryf, met minder as vyf jaar ervaring in die haarsnyersbedryf;

„hyserbediende", 'n werknemer wat uitsluitlik 'n passasiershyser bedien;

„minderjarige, 'n werknemer onder die ouderdom van een-en-twintig jaar in 'n vak, ingevolge die Vakleerlingen Wet, 1922, soos gewysig, aangewys, in diens gedurende die proeftydperk waarin hy aldus in diens mag wees sonder 'n vakleerlingskapkontrak;

„stukwerk", enige afdeling waarby verdienste op die hoeveelheid, of omvang, van die verrigte werk gebaseer is;

„pruikmaker", 'n manlike, of vroulike, werknemer wat uitsluitlik, of hoofsaaklik, pruike, vals haartooi, vals haarvlegsels en alle ander soorte haarwerk vervaardig;

„premie", sonder om die gewone betekenis van die uitdrukking in enige mate te beperk, enige vergoeding van watter aard ook al, wat gegee word vir die onderrig van 'n werknemer, of enige persoon, in enigeen, of beide, afdelings van die haarsnyersbedryf;

„gekwalifiseerd".—

(*a*) met betrekking tot 'n manlike klerk, of toonbankbediende, 'n manlike werknemer wat aldus in diens is en minstens ses jaar ervaring het;

(*b*) met betrekking tot 'n vroulike klerk, of toonbankbediende, 'n vroulike werknemer wat aldus in diens is en minstens vyf jaar ervaring het;

„ontvangklerk en/of telefonis", 'n werknemer wat hoofsaaklik klante ontvang, of bestellings telefonies, of andersins, maak en aanteken;

„toiletdienste", ook die werksaamhede in verband met hare sny, skroei, was, skeer, massseer (kop of gesig), set, marcelkartel en waterkartel;

„ongekwalifiseerd", nie gekwalifiseerd nie;

„werkende werkgewer", enige werkgewer, of enige vennoot in 'n vennootskap, wat self dieselfde soort werk as enigeen van sy werknemers verrig.

4. LONE.

(1) Onderworpe aan die bepalings van subartikel (2) en (3) van hierdie artikel, mag geen werkgewer en geen werknemer onderskeidelik lone teen laer skale as onderstaande betaal, of aanneem, nie:—

	Per week.
(*a*) Mansafdeling.	
(i) Haarsnyer, manlik, of vroulik	£7 2 6
(ii) Loswerknemers: 4s. per uur, met 'n minimum van 30s. per dag, behalwe op Vrydae en Saterdae, en vir werk verrig op elk van, of albei, hierdie twee dae moet die werknemers minstens £3. 10s. betaal word.	
(iii) Leerling—	
met minder as een jaar ervaring	1 10 0
met een of meer, maar minder as twee jaar ervaring	2 5 0
met twee of meer, maar minder as drie jaar ervaring	3 10 0
met drie of meer, maar minder as vier jaar ervaring	5 0 0
met vier of meer, maar minder as vyf jaar ervaring	6 0 0
(*b*) Damesafdeling.	
(i) Haarsnyer, of pruikmaker, manlik: £7 per week of £30 6s. 8d. per maand.	
(ii) Haarsnyer, of pruikmaker, vroulik: £4 per week of £17. 6s. 8d. per maand.	
(iii) Leerling—	
met minder as een jaar ervaring	1 10 0
met een of meer, maar minder as twee jaar ervaring	2 5 0
met twee of meer, maar minder as drie jaar ervaring	3 10 0
met drie of meer, maar minder as vier jaar ervaring	5 0 0
met vier of meer, maar minder as vyf jaar ervaring	6 0 0
(*c*) Mans- en/of damesafdeling.	
(i) Minderjarige: Die eerste ses maande, een pond (£1) per week.	

	Per Week.	Per Month.
(*d*) Clerk or counter-hand—		
Male employees, qualified	£5 8 7	£23 10 0
Male employees, unqualified—		
during first year's experience	1 12 4	7 0 0
during second year's experience	2 6 2	10 0 0
during third year's experience	3 1 3	13 5 0
during forth year's experience	3 16 2	16 10 0
during fifth year's experience	4 12 4	20 0 0
Female employees, qualified ...	3 2 4	13 10 0
Female employees, unqualified—		
during first year's experience	1 12 4	7 0 0
during second year's experience	1 16 11	8 0 0
during third year's experience	2 3 10	9 10 0
during fourth year's experience	2 13 1	11 10 0
(*e*) General assistant—		
Male or female of the age of 18 years and over	1 4 0	5 4 0
Under 18 years of age	0 16 0	3 9 4
(*f*) Lift attendant	2 2 6	9 4 2
(*g*) Receptionist and/or telephonist	2 2 6	9 4 2

(2) An employer shall pay to an employee who in any one week performs work in both the gentlemen's and ladies' sections, wages in respect of that whole week calculated at the highest wage rate prescribed in sub-section (1) for any of the work performed by him.

(3) An employer shall pay to every employee in his service who performs toilet services [other than a learner of whom notice has been given to the Council in terms of section 6 (1) of this Agreement or an apprentice or a minor] not less than the minimum wage prescribed for a hairdresser performing similar toilet services.

(4) An employer or employee shall not accept a premium for the training of any person as a hairdresser.

(5) An employee employed on piece-work, shall be paid the full amount earned by him under the piece-work rates during any period provided that the amount paid shall not be less than the amount which the employee would have received in terms of this Agreement had he been employed as a time worker to perform the same class of work during the same period.

(6) Any employee who on the pay-day immediately preceeding the date on which this Agreement comes into operation, was in receipt of a wage higher than that prescribed in sub-section (1), shall continue to be paid at the higher rate while in the service of the same employer in the same occupation.

5. Payment of Earnings.

(1) Except in the case of casual employees, wages of employees for whom weekly wages only are prescribed in section 4, shall be paid in cash weekly, and of those for whom both weekly and monthly wages are prescribed in section 4, either weekly or monthly, at the place where the employee is actually engaged or employed at the time of payment, provided that if the contract of service of an employee is terminated before the usual pay-day, wages and payments due in terms of this Agreement shall be paid immediately on such termination.

Casual employees shall be paid immediately on the termination of their employment.

(2) No deduction of any description other than the following may be made from the amount due to any employee:—

(*a*) Where the employee absents himself from work, a pro rata amount for the period of such absence.

(*b*) Contributions to Council funds, in terms of section 14 of this Agreement.

(*c*) Every employer shall by the authority of this Agreement, deduct from the weekly or monthly wages of his employees affected by this Agreement, the amount of subscriptions payable to the trade union, and/or any sick benefit or unemployment scheme approved of or put into operation by the Industrial Council, and shall forward particulars on the form prescribed in Annexure "A" hereto, together with the amount thus deducted to the Secretary of the Industrial Council, P.O. Box 2272, Durban, not later than the 7th day of each and every month of the year.

(*d*) Every employer who is a member of the Durban Hairdressing Employers' Organization, shall likewise forward to the Secretary of the Council, P.O. Box 2272, Durban, not later than the 7th day of the month following the date of his annual subscriptions falling due, the amount of same on the form prescribed in Annexure "A" hereto.

(*e*) Any amount paid by an employer compelled by law, Ordinance, or legal process to make payment on behalf of an employee.

	Per week.	Per maand.
(*d*) Klerk, of toonbankbediende.		
Manlik werknemers, gekwalifiseerd	£5 8 7	£23 10 0
Manlike werknemers, ongekwalifiseerd—		
gedurende die eerste jaar ervaring	1 12 4	7 0 0
gedurende die tweede jaar ervaring	2 6 2	10 0 0
gedurende die derde jaar ervaring	3 1 3	13 5 0
gedurende die vierde jaar ervaring	3 16 2	16 10 0
gedurende die vyfde jaar ervaring	4 12 4	20 0 0
Vroulike werknemers, gekwalifiseerd	3 2 4	13 10 0
Vroulike werknemers, ongekwalifiseerd—		
gedurende die eerste jaar ervaring	1 12 4	7 0 0
gedurende die tweede jaar ervaring	1 16 11	8 0 0
gedurende die derde jaar ervaring	2 3 10	9 10 0
gedurende die vierde jaar ervaring	2 13 1	11 10 0
(*e*) Algemene assistent:—		
Manlik, of vroulik, 18 jaar en ouer	1 4 0	5 4 0
Onder 18 jaar oud	16 0	3 9 4
(*f*) Hyserbediende	2 2 6	9 4 2
(*g*) Ontvangklerk en/of telefonis ...	2 2 6	9 4 2

(2) 'n Werkgewer moet aan 'n werknemer wat gedurende enige afsonderlike week in die mans- sowel as die damesafdeling werk verrig, ten opsigte van daardie hele week lone betaal bereken teen die hoogste loonskaal in subartikel (1) voorgeskryf vir enige van die werk deur hom verrig.

(3) 'n Werkgewer moet aan elke werknemer in sy diens wat toiletdienste verrig [behalwe 'n leerling ten opsigte van wie ingevolge artikel 6,(1) van hierdie Ooreenkoms aan die Raad kennis gegee is, of 'n vakleerling, of 'n middeljarige] minstens die minimum loon voorgeskryf vir 'n haarsnyer wat soortgelyke toiletdienste verrig, betaal.

(4) 'n Werkgewer of 'n werknemer mag vir die opleiding van enige persoon as haarsnyer geen premie aanneem nie.

(5) 'n Werkgewer moet aan 'n werknemer wat as stukwerker werksaam is, die volle bedrag wat hy onder die stukwerkloonskaal gedurende enige tydperk verdien, betaal: met dien verstande dat die bedrag wat betaal word minstens die bedrag moet wees wat hy kragtens hierdie Ooreenkoms sou ontvang het, indien hy as tydwerker dieselfde soort werk gedurende dieselfde tydperk verrig het.

(6) Enige werknemer wat op die betaaldag onmiddellik voor die datum waarop hierdie Ooreenkoms in werking tree, 'n hoër loon as dié in subartikel (1) voorgeskryf ontvang het, moet teen die hoër skaal betaal word, solank as hy by dieselfde werkgewer in dieselfde vak in diens bly.

5. Betaling van Verdienlte.

(1) Behalwe in die geval van los werknemers, moet lone van werknemers vir wie slegs weeklikse lone in artikel 4 voorgeskryf is, weekliks en van dié vir wie weeklikse sowel as maandelikse lone in artikel 4 voorgeskryf is, òf weekliks òf maandeliks kontant betaal word op die plek waar die werknemer werklik in diens is, of werksaam is, ten tye van betaling: met dien verstande dat indien die dienskontrak van 'n werknemer voor die gewone betaaldag beëindig word, lone en betaling ingevolge hierdie Ooreenkoms verskuldig, onmiddellik by sodanige diensbeëindiging betaal moet word.

Los werknemers moet onmiddellik by beëindiging van hul diens betaal word.

(2) Geen korting van enige aard, behalwe onderstaande, mag van die bedrag aan enige werknemer verskuldig afgetrek word nie—

(*a*) indien die werknemer self van die werk wegbly, 'n *pro rata* bedrag vir die tydperk van sodanige afwesigheid;

(*b*) bydraes aan die raadskas, ingevolge artikel 14 van die Ooreenkoms;

(*c*) elke werkgewer moet kragtens hierdie Ooreenkoms, van die weeklikse, of maandelikse, lone van sy werknemers wat onder hierdie Ooreenkoms val, die ledegeldbedrag aftrek wat verskuldig is aan die vakvereniging en/of enige siektebystand-, of werkloosheidskema wat deur die nywerheidsraad goedgekeur of gestig is, en moet besonderhede verstrek op die vorm voorgeskryf in Aanhangsel A hiervan, tesame met die bedrag wat aldus afgetrek is uiterlik op die 7de dag van elke maand van die jaar aan die Sekretaris van die Nywerheidsraad, Posbus 2272, Durban, stuur;

(*d*) elke werkgewer wat lid is van die "Durban Hairdressing Employers' Organisation", moet netso uiterlik op die 7de dag van elke maand wat volg op die datum waarop die jaarlikse ledegeld verskuldig is, op die vorm voorgeskryf in Aanhangsel A, die bedrag daarvan aan die Sekretaris van die Raad, Posbus 2272, Durban stuur;

(*e*) enige bedrag wat ingevolge enige Wet, Ordonnansie, of regsgeding deur 'n werkgewer namens 'n werknemer betaal moet word;

(*f*) When a general assistant has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—

	Per Week.	*Per month.*
Board	£0 3 0	£0 13 0
Lodging	0 2 0	0 8 8
Board and lodging	0 5 0	1 1 8

6. Classification of Employees.

(1) No casual employee shall be employed in the ladies' section of any establishment.

(2) An employer shall not after the coming into operation of this Agreement, engage a learner without the permission of the Industrial Council in writting first having been obtained.

7. Hours of Work.

(1) (*a*) Subject to the provisions of paragraph (*b*) hereof, employees shall not be employed, and establishments shall not be open except during the following hours:—

Mondays to Fridays: 8.30 a.m. to 5.30 p.m.
Saturdays: 8.30 a.m. to 1 p.m.

(*b*) Establishments shall be closed on the Saturday following Good Friday and Christmas Day, when Christmas Day falls on a Thursday.

(*c*) Establishments must close on all public holidays and Sundays.

(*d*) No employer or employee shall undertake any hairdressing work for gain outside the hours as laid down in paragraph (*a*).

(2) (i) All working employers engaged in the hairdressing trade, shall observe the working hours prescribed in this clause.

(ii) All employees shall be allowed a break of at least one hour for a meal between the hours of noon and 2 p.m. on all working days, except on the days on which in terms of the Shop Hours Ordinance the proprietor is required to close his establishment for the weekly half-day holiday: Provided that no employee shall be required or allowed to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour, and for the purposes of this proviso periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(iii) No employee shall be required to work more than 44½ hours per week.

8. Overtime.

No overtime shall be worked.

9. Annual Leave, Sick Leave and Payment.

(1) All employees, except casual employees shall be granted leave on full pay on all public holidays and on the Saturday following Good Friday and Christmas Day, should Christmas Day fall on a Thursday.

(2) In addition to the holidays referred to in sub-section (1), each employer in the men's and/or ladies' sections of the hairdressing trade shall grant, in respect of each year of employment with him, the following annual leave on full pay:—

(*a*) Qualified assistants: fifteen consecutive working days. The holiday period shall include three Sundays.

(*b*) Receptionists, counter-hands and apprentices: Twelve consecutive working days. The holiday period shall include three Sundays.

(*c*) Unskilled workers: Twelve consecutive working days.

In the event of a statutory public holiday falling within a period of annual leave, one additional day on full pay for each such statutory holiday shall be added to the period of leave.

(3) Such leave shall be taken at a time to be mutually arranged between the employer and the employee, but shall in any case be granted by the employer and taken by the employee so as to commence within two months of its falling due.

(4) When the service of an employee is terminated before the completion of a year's service, the employer, shall for and in lieu of leave, pay to the employee a pro rata amount for leave due.

(5) Employees must be paid wages due during annual leave prior to the taking of such leave.

(6) Payment in lieu of leave except as provided in sub-section (4) of this section is prohibited.

(7) (*a*) The period of annual leave shall not be concurrent with any period during which the employee is required to undergo training under the South African Defence Act, 1912.

(*b*) If any public holiday falls within the period of leave, such holiday shall be added to the said period as a further period of absence on full pay.

(*c*) Any period during which an employee—

(i) is on leave in terms of this section;

(ii) is required to undergo training under the South Africa Defence Act, 1912;

(iii) is absent from work on the instructions or at the request of the employer;

(iv) is absent from work owing to illness;

shall be deemed to be service for the purpose of sub-sections (2) and (4): Provided that the provisions of paragraph (iv) shall not apply in respect of any period of absence of more than three consecutive days, if the employee fails, after a request for such a certificate by the employer, to submit to

(*f*) as 'n algemene assistent toegestem het om kos en/of inwoning van sy werkgewer aan te neem, kan kortings van hoogstens die bedrae hieronder bepaal, afgetrek word:—

	Per week.	*Per maand.*
Kos	£0 3 0	£0 13 0
Inwoning	0 2 0	0 8 8
Kos en inwoning	0 5 0	1 1 8

6. Klassifiseering van werknemers.

(1) Geen los werknemer mag in die damesafdeling van enige inrigting in diens geneem word nie.

(2) 'n Werkgewer mag nie na inwerkingtreding van hierdie Ooreenkoms sonder voorafgaande skriftelike toestemming van die nywerheidsraad 'n leerling in die mansafdeling in diens neem nie.

7. Werkure.

(1) (*a*) Onderworpe aan die bepalings van paragraaf (*b*) hiervan, mag werknemers nie werk en inrigtings nie oop wees nie, behalwe gedurende onderstaande ure:—

Maandae tot Vrydae: 8.30 vm. tot 5.30 nm.
Saterdae: 8.30 vm. tot 1 nm.

(*b*) Inrigtings moet gesluit wees op die Saterdag na Goeie-Vrydag, en na Kersdag as Kersdag op 'n Donderdag val.

(*c*) Inrigtings moet op alle publieke vakansiedae en Sondae gesluit wees.

(*d*) Geen werkgewer, of werknemer, mag buite die ure in paragraaf (*a*) bepaal, enige haarsnyerswerk vir wins onderneem nie.

(2) (i) Alle werkende werkgewers wat die haarsnyersbedryf uitoefen, moet die werkure in hierdie klousule voorgeskryf, nakom.

(ii) Alle werknemers moet op alle werkdae, tussen 12 uur middag en 2 uur nm., ten minste een uur vir ete toegestaan word, behalwe op die dae waarop, kragtens die Winkelureordonnansie, die eienaar verplig is om sy besigheid vir die weeklikse halwe vakansiedag te sluit: met dien verstande dat geen werknemer geëis, of hom toegelaat, kan word om vir 'n onafgebroke tydperk van meer as vyf uur te werk sonder 'n ononderbroke pouse van minstens een uur nie en vir die toepassing van hierdie voorbehoudsbepaling, moet werktydperke onderbreek deur 'n pouse van minder as een uur as onafgebroke beskou word.

(iii) Van geen werknemer kan geëis word om meer as 44½ uur per week te werk nie.

8. Oortyd.

Geen oortyd mag gewerk word nie.

9. Jaarlikse vërlof, siekteverlof en betaling.

(1) Aan alle werknemers, behalwe los werknemers, moet verlof met volle betaling op alle publieke vakansiedae en op die Saterdag na Goeie-Vrydag, en na Kersdag, as Kersdag op 'n Donderdag val, toegestaan word.

(2) Bo en behalwe die vakansiedae waarna in subartikel (1) verwys word, moet elke werkgewer in die mans-, of dames-afdelings van die haarsnyersbedryf ten opsigte van elke jaar diens by hom die volgende verlof met volle betaling toestaan:—

(*a*) Gekwalifiseerde assistente, vyftien agtereenvolgende werkdae. Die verloftydperk moet drie Sondae insluit.

(*b*) Ontvangklerke, toonbankbediendes en vakleerlinge, twaalf agtereenvolgende werkdae. Die verloftydperk moet drie Sondae insluit.

(*c*) Ongskoolde werkers, twaalf agtereenvolgende werkdae.

Ingeval 'n wetlike publieke vakansiedag binne die tydperk van jaarlikse verlof val, moet vir elke sodanige, publieke vakansiedag een bykomstige dag met volle betaling aan die verloftydperk toegevoeg word.

(3) Sodanige verlof moet geneem word op 'n tyd, wat onderling tussen die werkgewer en werknemer gereël word, maar moet in elke geval deur die werkgewer toegestaan en deur die werknemer geneem word om te begin binne twee maande nadat dit verskuldig geword het.

(4) As 'n werknemer se diens beëindig voor die voltooiing van een jaar diens, moet die werkgewer vir en in plaas van verlof, aan die werknemer 'n *pro rata* bedrag vir verlof verskuldig, betaal.

(5) Lone verskuldig gedurende jaarlikse verlof moet aan werknemers betaal word voor sodanige verlof geneem word.

(6) Betaling in plaas van verlof is, behalwe soos bepaal in subartikel (4) van hierdie artikel, verbode.

(7) (*a*) Die tydperk van jaarlikse verlof mag nie saamval met enige tydperk wanneer van die werknemer verplig is om opleiding ingevolge die Zuid Afrika Verdedigings Wet, 1912, te ondergaan nie.

(*b*) As enige publieke vakansiedag binne die verloftydperk val, moet sodanige vakansiedag as 'n verdere verloftydperk teen volle betaling by genoemde tydperk gevoeg word.

(*c*) Enige tydperk wanneer 'n werknemer—

(i) ingevolge hierdie artikel met verlof is;

(ii) ingevolge die Zuid Afrika Verdedigings Wet, 1912, verplig is om opleiding te ondergaan.

(iii) op bevel, of versoek, van die werkgewer van werk afwesig is;

(iv) weens siekte van werk afwesig is;

word vir die toepassing van subartikels (2) en (4) as diens beskou: Met dien verstande wat die bepalings van paragraaf (iv) nie van toepassing is ten opsigte van enige afwesigheidstydperk wat langer as drie opeenvolgende dae is nie, as die werknemer, na 'n versoek van die werkgewer om sodanige

the employer a certificate by a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment which is in excess of thirty days.

(8) An employer shall grant to his employee, who has completed three months' employment with him, and who is absent from work through sickness or accident, not caused by his own misconduct other than an accident compensable under the Workmen's Compensation Act, 1941, two weeks' sick leave in the aggregate during any one year of employment with him, and shall pay to him in respect of each work day thereof an amount not less than one-sixth of the weekly wage which he was receiving immediately before the commencement of such leave: Provided that an employer may require production of a certificate signed by a registered medical practitioner in respect of each period of absence for which payment is claimed.

10. Notice of Termination of Employment.

(1) One week's notice shall be given by an employer or employee to terminate a contract of service; provided that this shall not affect the right of an employer or an employee to terminate employment without notice for any good cause recognised by law as sufficient.

(2) The provisions of sub-section (1) of this section shall not apply to casual employees.

(3) Notice in terms of sub-section (1) of this section shall not commence to run until the expiry of any leave due to an employee.

11. Certificate of Competency.

Where it is proved to the satisfaction of the Council that a person is by virtue of his competency entitled to be classified as a hairdresser, it shall issue to such person a certificate of competency.

12. Interpretation of Agreement.

(1) The Council shall be the body responsible for the administration of this Agreement, and it may issue expressions of opinion not inconsistent with the provisions thereof for the guidance of employers and employees.

(2) Any dispute which may arise shall be referred to the Council.

13. Exemptions.

(1) The Council may for any good and sufficient reason grant exemption from any of the provisions of the Agreement to or in respect of any person.

(2) The Council shall fix, in respect of any person granted exemption the conditions subject to which such exemption is granted and the period during which such exemption shall operate; provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption whether or not the period for which such exemption was granted has expired.

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

(*a*) the full name of the person concerned;
(*b*) the provisions of the Agreement from which such exemption is granted;
(*c*) the conditions fixed in accordance with the provisions of sub-section (2) of this section subject to which such exemption is granted; and
(*d*) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

(*a*) retain a copy of each licence issued and forward a copy to the Divisional Inspector, Department of Labour, Durban; and
(*b*) where the exemption is granted to an employee, forward a copy of the licence to the employer concerned.

14. Expenses of the Council.

(1) For the purpose of meeting the expenses of the Council each employer shall deduct 3s. (three shillings) per month from the earnings of each of his employees for whom minimum wages are prescribed in this Agreement, excluding learners, lift-attendants, telephonists and receptionists, who shall pay 1s. (one shilling) per month.

(2) To the amount so deducted the employer shall add a like amount and forward month by month, and not later than the 7th of each and every month the total sum to the Secretary of the Council, P.O. Box 2272, Durban, on form prescribed in Annexure "A" hereto.

(3) This section shall not apply in respect of apprentices, minors and general assistants.

15. Registration of Employers and Employees.

(1) Every employer who has not done so pursuant to any previous Agreement shall within one month from the date on which the Agreement comes into operation, and every employer entering the hairdressing trade after that date shall, within one month from the date of commencement of operations by him, forward to the Secretary of the Council the following particulars:—

(*a*) His full name and addess.
(*b*) His business address.
(*c*) Full name of each employee, the capacity in which each employee is employed and the wages paid.

sertifikaat in gebreke bly om 'n sertifikaat van 'n dokter by die werkgewer in te dien dat hy weens siekte verhinder was om sy werk te doen, of ten opsigte van daardie gedeelte van enige totale afwesigheidstydperk gedurende enige twaalf maande diens, wat meer as dertig dae is.

(8) 'n Werkgewer moet aan sy werknemer wat drie maande diens by hom voltooi het en wat van werk afwesig is weens siekte, of ongeval, nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor skadeloosstelling ingevolge die Ongevallewet, 1941, betaalbaar is, twee weke siekteverlof in totaal gedurende enige jaar diens by hom toestaan, en moet aan hom ten opsigte van elke werkdag daarvan 'n bedrag betaal van minstens een-sesde van die weeklikse loon wat hy onmiddellik voor die aanvang van sodanige verlof ontvang het: Met dien verstande dat 'n werkgewer die vertoning van 'n sertifikaat kan eis wat deur 'n geregistreerde mediese dokter onderteken is ten opsigte van elke afwesigheidstydperk waarvoor betaling geëis word.

10. Diensbeëindiging.

(1) Die werkgewer, of werknemer, moet een week kennis gee van beëindiging van die dienskontrak: Met dien verstande dat dit nie inbreuk maak op die reg van die werkgewer, of werknemer, om die diens om grondige rede deur die Wet as voldoende beskou, sonder enige kennisgewing te beëindig nie.

(2) Die bepalings van subartikel (1) van hierdie artikel is nie op los werknemers van toepassing nie.

(3) Opsegging ingevolge subartikel (1) van hierdie artikel kan nie ingaan voor verstryking van enige verlof aan die werknemer verskuldig nie.

11. Sertifikaat van bevoegdheid.

Wanneer tot bevrediging van die Raad bewys is dat 'n persoon volgens sy bevoegdheid geregtig is om as 'n haarsnyer geklassifiseer te word, moet die Raad aan sodanige persoon 'n sertifikaat van bevoegdheid uitreik.

12. Vertolking van Ooreenkoms.

(1) Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan sy sienswyse, wat nie instryd met die bepalings daarvan is nie, vir die leiding van werkgewers en werknemers uitreik.

(2) Enige geskil wat ontstaan, moet na die Raad verwys word.

13. Vrystellings.

(1) Die Raad kan om enige goeie en voldoende rede van enigeen van die bepalings van hierdie Ooreenkoms vrystelling verleen aan, of ten opsigte van, enige persoon.

(2) Die Raad moet ten opsigte van enige persoon, aan wie vrystelling toegestaan word, die voorwaardes waarop sodanige vrystelling toegestaan en die tydperk waarvoor sodanige vrystelling van krag is, vasstel: met dien verstande dat die Raad na goeddunke, nadat aan die betrokke persoon een week skriftelik kennis gegee is, enige vrystellingsertifikaat kan herroep, hetsy die tydperk waarvoor sodanige vrystelling toegestaan is, verstryk het of nie.

(3) Die sekretaris van die Raad moet aan elke persoon, aan wie vrystelling verleen is, 'n sertifikaat uitreik waarin vermeld word—

(*a*) die volle naam van die betrokke persoon;
(*b*) die bepalings van die Ooreenkoms waarvan sodanige vrystelling verleen is; en
(*c*) die voorwaardes, wat vasgestel is ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop sodanige vrystelling verleen is; en
(*d*) die tydperk waarvoor die vrystelling van krag is.

(4) Die sekretaris van die Raad moet—

(*a*) van elke sertifikaat wat uitgereik word 'n afskrif hou en 'n afskrif aan die Afdelingsinspekteur, Departement van Arbeid, Durban, stuur; en
(*b*) indien die vrystelling aan 'n werknemer verleen word, 'n afskrif van die sertifikaat aan die betrokke werkgewer stuur.

14. Onkoste van die Raad.

(1) Om die onkoste van die Raad te dek, moet elke werkgewer 3s. (drie sjielings) per maand van die verdienste van elkeen van sy werknemers vir wie in hierdie Ooreenkoms 'n minimum loon voorgeskryf is, aftrek, behalwe leerlinge, hyserbedieners, telefoniste en ontvangklerke wat 1s. (een sjieling) per maand moet betaal.

(2) Die werkgewer moet by die bedrag, aldus afgetrek, 'n gelyke bedrag voeg en die totale bedrag maandeliks uiterlik die 7de dag van elke maand, aan die Sekretaris van die Raad, Posbus 2272, Durban, stuur.

(3) Hierdie artikel is nie op vakleerlinge, minderjariges en algemene assistente van toepassing nie.

15. Registrasie van werkgewers en werknemers.

(1) Elke werkgewer wat dit nie ingevolge enige vorige Ooreenkoms gedoen het nie, moet binne een maand vanaf die datum waarop die Ooreenkoms in werking tree, en elke werkgewer wat na daardie datum in die haarsnyersbedryf kom, moet binne een maand vanaf die datum waarop hy werksaamhede begin, die volgende besonderhede aan die sekretaris van die Raad stuur:—

(*a*) Sy volle naam en adres;
(*b*) sy besigheidsadres;
(*c*) die volle naam van elke werknemer, die vak van elke werknemer en die loon wat betaal word.

(2) Where the employer is a partnership, information in accordance with sub-section (1), of this section as well as the title under which the partnership operates shall be furnished.

(3) Every employer shall forward to the Secretary of the Council a notification of any change of staff within fourteen (14) days of the date upon which such change takes effect.

Such notification shall include the particulars specified in paragraph (*c*) of sub-section (1) of this section.

(4) The Secretary of the Council shall maintain a register of employers (including partnerships) and their employees.

16. AGENTS.

(1) The Council shall appoint one or more specified persons as agents in connection with the administration of this Agreement.

(2) An agent may enter any establishment and may question any employer or employee and inspect the records of wages paid and time worked for the purpose of ascertaining whether the provisions of this Agreement are being observed.

17. ORGANIZATION.

No employer being a member of the employers' organization shall employ an employee, who is not a member of the trade union, and no employee who is a member of the trade union, shall accept employment with an employer who is not a member of the employers' organization.

Provided that this clause shall not apply where an employer or an employee has in the opinion of the Council been refused membership of a party to the Agreement without reasonable cause, and has notified the Council within one month of refusal.

18. OUTWORK.

(1) An employee shall not—

(*a*) solicit or take orders for or undertake work in the hairdressing trade; or

(*b*) engage in trading in toilet requisites for sale, gain or reward, on his own account or on behalf of any person or from any other person than his employer whilst such employee is in the employ of an employer engaged in the hairdressing trade.

(2) No employer shall require any employee to undertake any work connected with the hairdressing trade elsewhere than in his establishment and no employee shall undertake such work elsewhere than in his employer's establishment; provided that the provisions of this sub-section shall not apply where a client is unable to attend at an establishment, in which event the work may be performed during ordinary working hours at a place suitable for the client.

19. TRADE UNION REPRESENTATION ON THE COUNCIL.

Every employer shall give to any of his employees who are representatives or alternates on the Council every reasonable facility to attend to their duties in connection with the work of the Council.

20. FOREIGN LABOUR.

No employer shall offer employment in the hairdressing trade to, or engage for employment in the hairdressing trade any person domiciled outside the Union of South Africa except with the prior approval of the Council, which must be satisfied that suitably qualified persons are not available within the Union of South Africa.

21. PERSONS UNDER 15 YEARS.

No employer shall employ in his establishment any person under the age of 15 years.

22. HAIRDRESSING SCHOOLS.

No employer shall in his hairdressing establishment conduct a school or training centre during the hours when his establishment is open to the public.

23. PROPORTION OR RATIO.

(1) An employer shall not employ an unqualified male or female clerk or counter-hand unless he has in his employ one qualified male or female clerk or counter-hand, and for each one such qualified clerk or counter-hand not more than one male or female unqualified clerk or counter-hand, as the case may be, may be employed; provided that an unqualified male or female clerk or counter-hand receiving not less than the wages prescribed in section 4 (1) (*d*) for a qualified male or female clerk or counter-hand may be reckoned as a qualified male or female clerk or counter-hand, as the case may be.

(2) An employer, who is actively engaged in the hairdressing trade, may for the purpose of either male or female ratio, but not for both, be deemed to be a qualified employee; provided that in respect of any establishment not more than one employer shall be deemed to be such an employee.

24. UNIFORMS, OVERALLS AND EQUIPMENT.

(*a*) An employer shall, at his cost and expense supply materials for uniforms or overalls, and launder, or cause to be laundered, such uniforms or overalls as any apprentice employee, who has not served more than three years of his/her period of apprenticeship shall be required to use.

Such uniforms or overalls shall remain the property of the employer.

(2) Indien die werkgewer 'n vennootskap is, moet inligting ooreenkomstig subartikel (1) van hierdie artikel, sowel as die naam waaronder die vennootskap sy bedryf uitoefen, verstrek word.

(3) Elke werkgewer moet binne veertien (14) dae van 'n verandering van personeel die sekretaris van die Raad van sodanige verandering in kennis stel. Sodanige kennisgewing moet die besonderhede bevat soos in paragraaf (*c*) van subartikel (1) van hierdie artikel bepaal.

(4) Die sekretaris van die Raad moet 'n register van werkgewers (insluitende vennootskappe) en hul werknemers hou.

16. AGENTE.

(1) Die Raad moet een, of meer, bepaalde persone as agente in verband met die administrasie van hierdie Ooreenkoms aanstel.

(2) 'n Agent kan enige besigheid betree en enige werkgewer, of werknemer, ondervra en die aantekeninge in verband met lone en tyd wat gewerk is, inspekteer ten einde te kan vasstel of die bepalings van die Ooreenkoms nagekom word.

17. ORGANISASIE.

Geen werkgewer, wat 'n lid van die werkgewersorganisasie is, mag 'n werknemer wat nie 'n lid van die vakvereniging is, in diens neem nie, en geen werknemer wat 'n lid van die vakvereniging is, mag werk van 'n werkgewer, wat nie 'n lid van die werkgewersorganisasie is, aanneem nie: met dien verstande dat hierdie klousule nie van toepassing is nie waar, volgens die mening van die Raad, 'n werkgewer, of werknemer, lidmaatskap van 'n party by hierdie Ooreenkoms sonder 'n goeie rede geweier is en die Raad binne een maand van sodanige weiering in kennis gestel het.

18. BUITEWERK.

(1) 'n Werknemer mag nie—

(*a*) bestellings vir werk vra, of neem, of werk in die haarsnyersbedryf onderneem nie, of

(*b*) handel dryf in toiletbenodigdhede vir verkoop, wins of vergoeding nie, vir eie rekening of ten behoewe van enige ander persoon of van enige ander persoon as sy werkgewer terwyl sodanige werknemer in diens is van 'n werkgewer wat die haarsnyersbedryf uitoefen.

(2) Geen werkgewer kan van enige werknemer eis om enige werk in verband met die haarsnyersbedryf op 'n ander plek as in sy inrigting te onderneem nie, en geen werknemer mag sodanige werk op 'n ander plek as in sy werkgewer se inrigting onderneem nie; met dien verstande dat die bepalings van hierdie subartikel nie van toepassing is waar 'n klant nie in staat is om by die inrigting te besoek nie, in welke geval die werk gedurende gewone werkure verrig kan word op 'n plek geskik vir die klant.

19. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Elke werkgewer moet aan enigeen van sy werknemers wat verteenwoordigers of plaasvervangers op die Raad is alle redelike fasiliteite verskaf om hul pligte in verband met die werk van die Raad na te kom.

20. VREEMDE ARBEID.

Geen werkgewer mag aan enige persoon buite die Unie van Suid-Afrika gedomisilieer, werk in die haarsnyersbedryf aanbied of hom vir werk in die haarsnyersbedryf in diens neem nie, tensy met voorafgaande goedkeuring van die Raad wat oortuig moet wees dat geskikte gekwalifiseerde persone nie binne die Unie van Suid-Afrika beskikbaar is nie.

21. PERSONE ONDER 15 JAAR.

Geen werkgewer mag enige persoon onder die ouderdom van 15 jaar in sy inrigting in diens neem nie.

22. HAARSNYKLASSE.

Geen werkgewer mag gedurende die ure wanneer sy inrigting vir die publiek oop is, klasse, of opleiding in die haarsnyersbedryf hou, of gee nie.

23. GETALVERHOUDING.

(1) 'n Werknemer mag nie 'n ongekwalifiseerde manlike of vroulike klerk, of toonbankbediende, in diens neem, tensy hy reeds een gekwalifiseerde manlike, of vroulike klerk, of toonbankbediende in sy diens het nie, en vir elke sodanige gekwalifiseerde klerk, of toonbankbediende, mag na gelang van die geval nie meer as een manlike, of vroulike, ongekwalifiseerde klerk, of toonbankbediende in diens geneem word nie: met dien verstande dat 'n ongekwalifiseerde manlike, of vroulike klerk, of toonbankbediende, wat nie minder as die loon voorgeskryf in artikel 4 (1) (*d*) vir 'n gekwalifiseerde manlike, of vroulike klerk, ontvang nie, na gelang van die geval as 'n gekwalifiseerde manlike, of vroulike klerk, of toonbankbediende gereken mag word.

(2) 'n Werkgewer wat in die haarsnyersbedryf werksaam is, mag vir die doel van die manlike, of die vroulike, getalverhouding maar nie vir altwee nie, beskou word as 'n gekwalifiseerde werknemer: met dien verstande dat nie meer as een werkgewer ten opsigte van enige inrigting as 'n sodanige werknemer beskou mag word nie.

24. UNIFORMS, OORPAKKE EN UITRUSTING.

(*a*) 'n Werkgewer moet op sy koste materiaal vir uniforms, of oorpakke, verskaf en sodanige uniforms, of oorpakke, was of laat was wat van enige vakleerlingwerknemer, wat nog nie meer as drie jaar van sy/haar vakleerlingskaptermyn gedien het nie, geëis word om te gebruik. Sodanige uniforms, of oorpakke, bly die eiendom van die werkgewer.

(*b*) An employee having served more than three years of his/her period of apprenticeship, and who is required to wear a uniform or overall shall do so at his/her own cost and shall launder same. Such uniform or overall shall remain the property of the employee.

No such employee shall be required to furnish and supply more than three such uniforms or overalls during a period of one year.

Should uniforms or overalls in excess of three during a period of one year be required, then the obligation shall fall upon the employer to provide same at his/her own cost and such shall remain the property of the employer.

(*c*) An employer shall, at his own cost, supply each employee with such hairpins as he requires to be used in his establishment, provided that no employer shall be called upon to supply more than 1 lb. of such hairpins in any six months.

Signed at Durban, on behalf of the parties on this 5th day of December, 1944.

L. H. THORNTON, *Chairman.*
G. WINTER, *Vice-Chairman.*
L. SCOTT DUDLEY, *Secretary.*

(*b*) 'n Werknemer wat meer as drie jaar van sy/haar vakleerlingskaptermyn, gedien het en van wie geëis word om 'n uniform, of oorpak, te dra, moet dit op sy/haar eie koste doen en dit was. Sodanige uniform, of oorpak, bly die eiendom van die werknemer.

Van geen sodanige werknemer kan geëis word om binne 'n tydperk van een jaar meer as drie sodanige uniforms, of oorpakke, te verskaf nie.

As meer as drie uniforms, of oorpakke, gedurende 'n tydperk van een jaar nodig word, is die werkgewer verplig om dit op sy/haar eie koste te verskaf, en dit bly die eiendom van die werkgewer.

(*c*) 'n Werkgewer moet op eie koste elke werknemer van sodanige haarnaalde voorsien as wat hy eis dat in sy inrigting gebruik word: met dien verstande dat van geen werknemer verlang kan word om meer as 1 lb. van sodanige haarnaalde in enige ses maande te verskaf nie.

Namens die partye hede, die 15de dag van Maart 1945 te Durban onderteken.

L. THORNTON, *Voorsitter.*
GEO. WINTER, *Ondervoorsitter.*
L. SCOTT DUDLEY, *Sekretaris.*

Annexure A.

INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE (DURBAN).

No._____

MONTHLY RETURN OF EMPLOYER FOR THE MONTH OF_____ 194____

TO THE SECRETARY,
INDUSTRIAL COUNCIL FOR THE HAIRDRESSING TRADE.
P.O. BOX 2272 DURBAN. (PHONE 23084.)

Name of Employer_____
Name of Saloon_____
Address of Saloon_____

(This Return must be rendered to the Secretary not later than the 7th of each and every month.)

EMPLOYEE'S NAME.	Sex.	Rate of Pay.	Occupation.	Union Number.	To Union Subscriptions.	Sick and Unemployment Benefit Fund.	To Industrial Council Fees.	Employer's Contributions to Industrial Council
1	2	3	4	5	6	7	8	9
			TOTALS.....					

SUMMARY.

To Union Subscriptions.....
To Sick and Unemployment Benefit Fund.....
To Industrial Council o/a Employees.....
To Industrial Council o/a Employers.....
To Masters Hairdressers (Ladies) Subs. due 1st September.....
To Master Hairdressers (Gent's) Subs. due 1st May.....

(Continue Overleaf if necessary.)

BY CHEQUE HEREWITH £

NOTE.—Employers' Contributions, Column 9 must equal Column 8.

Aanhangsel A.

NYWERHEIDSRAAD VIR DIE HAARSNYERSBEDRYF (DURBAN).

No._____

MAANDELIKSE STAAT VAN WERKGEWER VIR DIE MAAND_____ 194____

AAN DIE SEKRETARIS,
DIE NYWERHEIDSRAAD VIR DIE HAARSNYERSBEDRYF,
POSBUS 2272 DURBAN. (TELEFOON 23084.)

Naam van werkgewer_____
Naam van Haarsnyersinrigting_____
Adres van Haarsnyersinrigting_____

(Hierdie Staat moet die Sekretaris uiterlik die 7de van elke maand bereik.)

Naam van Werkgewer.	Geslag.	Loonskaal.	Vak.	Vakvereenigingsnommer.	Aan vereenigingsledegelde.	Siekte en werkloosheidbystandsfonds.	Aan nywerheidsraads gelde.	Werkgewer se bydrae aan nywerheidsraad.
1	2	3	4	5	6	7	8	9
			TOTALE....£					

OPSOMMING.

Aan vakvereenigingsledegelde.....
Aan Siekte- en werkloosheid-bystandsfonds.....
Aan Nywerheidsraad o/r werknemers.....
Aan Nywerheidsraad o/r werkgewers.....
Aan Werkgewerhaarsnyers (dames) ledegelde verskuldig 1 September
Aan Werkgewerhaarsnyers (here) ledegelde verskuldig 1 Mei.....

(Gaan op keersy aan, indien nodig.)

PER INGESLOTE TJEK.....£

N.B.—Werkgewer se bydrae, kolom 9, moet gelyk wees aan kolom 8.

★ No. 887] [1 June 1945.

INDUSTRIAL CONCILIATION ACT, 1937.

CANCELLATIONS OF REGISTRATION OF EMPLOYERS' ORGANISATION.

I, John Francis Hannah, acting Industrial Registrar, hereby notify, in terms of sub-section (2) of section *fifteen* of the Industrial Conciliation Act, 1937, that unless cause is shown to the contrary within a period of fourteen days from the date of publication of this notice the registration of the "Durban Hairdressers' Employers' Association" will be cancelled.

J. F. HANNAH,
Acting Industrial Registrar.

★ No. 887.] [1 Junie 1945.

NYWERHEID-VERSOENINGSWET, 1937.

INTREKKING VAN REGISTRASIE VAN WERKGEWERSORGANISASIE.

Ek, John Francis Hannah, waarnemende Nywerheidsregistrateur, maak hierby kragtens subartikel (2) van artikel vyftien van die Nywerheidsversoeningswet, 1937, bekend dat tensy gronde vir die teenoorgestelde binne 'n tydperk van *veertien* dae vanaf die datum van publikasie van hierdie kennisgewing aangevoer word, die registrasie van die "Durban Hairdressers' Employers' Association" ingetrek sal word.

J. F. HANNAH,
Waarnemende Nywerheidsregistrateur.

✱ No. 894.] [1 June 1945.

APPRENTICESHIP ACT, 1944.

NATIONAL PRINTING APPRENTICESHIP COMMITTEE.

PROPOSED AMENDMENT TO CONDITIONS OF APPRENTICESHIP.

I, WALTER BAYLEY MADELEY, Minister of Labour, acting in pursuance of the provisions of section *sixteen* of the Apprenticeship Act, 1944, on the recommendation of the National Apprenticeship Board and after consultation with the National Printing Apprenticeship Committee, hereby give notice that I propose, in terms of sub-section (3) of section *sixteen* of the said Act, to withdraw Sections 1, 2 and 4 (1) of the Schedule to Government Notice No. 115 of the 22nd January, 1937, as amended by Government Notice No. 2000 of the 2nd October, 1942, and to substitute therefor the following new sections:—

1. QUALIFICATIONS FOR COMMENCING APPRENTICESHIP.

Except in cases where exemption is granted by the Minister, the minimum age and educational qualifications for commencing apprenticeship shall be 16 years and the passing of Standard VII respectively, provided that in the designated trades of Composing (Hand and/or Machine) Composing and Proofreading, Lithography, Process Engraving, Photogravure, Printers' Engineering (General and/or Typesetting Machine), the minimum educational qualification shall be the passing of Standard VIII.

2. PERIOD OF APPRENTICESHIP.

Subject to the exceptions referred to below, the period of apprenticeship shall be six years—

(*a*) the period of apprenticeship shall be five years in the case of an apprentice who has passed Standard X, or its equivalent, or who holds the Matriculation Certificate;

(*b*) the period of apprenticeship shall be six years in the designated trade of Printers' and Lithographic Artist. No reduction may be made for educational qualifications higher than those required for commencing apprenticeship in this trade.

4.(1) *Rates of Wages.*—The following rates of wages shall be payable weekly to apprentices during the years specified while serving their apprenticeship:—

	Area B.	Area C.	Area D.	Area E.	Area F.	Area G and GA.	Area H.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
1st year.....	20 0	22 0	23 4	25 0	27 0	29 0	31 0
2nd year.....	25 0	27 6	29 1	31 3	33 9	36 3	39 0
3rd year.....	32 6	35 9	37 10	40 9	44 0	47 3	50 3
4th year.....	40 0	44 0	46 8	50 0	54 0	58 0	62 0
5th year.....	47 6	52 3	55 4	59 6	64 3	69 0	73 9
6th year.....	57 6	63 3	67 0	71 9	77 9	83 6	89 3

Provided that where the period of apprenticeship is reduced in accordance with section 2 (*a*) of this notice, the commencing rate of wages shall be at the rate fixed for the second year of apprenticeship.

Objections to the above proposals should, in terms of subsection 4 of section *sixteen* of the Apprenticeship Act, 1944, be lodged within 30 days of the date of this notice with the Secretary of the Apprenticeship Committee, P.O. Box 872, Cape Town.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 895.] [1 June 1945.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

CONTINUOUS WORKING.

I, WALTER BAYLEY MADELEY, Minister of Labour, hereby in terms of the proviso to paragraph (*a*) of sub-section (1) of section *nineteen* of the Factories, Machinery and Building Work Act, 1941, declare the maintenance of steam in the process of sterilization in the Magisterial District of Victoria East as carried on in the Victoria Hospital by the Lovedale Hospital Board, to be an activity in which continuous working by means of three shifts per day is necessary.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 896.] [1 June 1945.

INDUSTRIAL CONCILIATION ACT, 1937.

I, JOHN FRANCIS HANNAH, Acting Industrial Registrar, hereby give notice in terms of section *four* (4), as applied by section *seven* (4) of the Industrial Conciliation Act, 1937, that an application for a variation of the area and interests of a trade union, particulars of which are given in the subjoined Table, has been received by me.

Any registered trade union having any objection to the granting of the application is invited to submit such objection, in writing, to me c/o the Department of Labour, Compensation House, Schoeman Street, Pretoria, within one month from the date of publication of this notice.

✱ No. 894.] [1 Junie 1945.

WET OP VAKLEERLINGE, 1944.

NASIONALE KOMITEE VIR VAKLEERLINGE IN DIE DRUKKERSNYWERHEID.

VOORGESTELDE WYSIGING VAN LEER-VOORWAARDES.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, handelende ooreenkomstig die bepalings van Artikel *sestien* van die Wet op Vakleerlinge, 1944, op aanbeveling van die Nasionale Vakleerlingraad, en na raadpleging met die Nasionale Komitee, vir Vakleerlinge in die Drukkersnywerheid, gee hierby kennis dat ek voornemens is om kragtens subartikel (3) van artikel *sestien* van genoemde Wet, artikels 1, 2 en 4 (1) van die Bylae tot Goewermentskennisgewing No. 115 van 22 Januarie 1937, soos gewysig deur Goewermentskennisgewing No. 2000 van 2 Oktober 1942, te herroep en deur onderstaande nuwe artikels te vervang:—

1. KWALIFIKASIES OM MET VAKLEERLINGSKAP TE BEGIN.

Behalwe in daardie gevalle waar vrystelling deur die Minister verleen is, is die minimum ouderdoms- en onderwyskwalifikasies om met vakleerlingskap te begin onderskeidelik 16 jaar en deurkom in Standerd VII, behalwe dat in die aangewese bedrywe van lettersetter—hand en/of masjien, lettersetter en proefleser, steendrukker, sinkograaf, ligdrukker en drukkersingenieur (algemene en/of lettersetmasjien), die minimum onderwyskwalifikasie deurkom in Standerd VIII is.

2. VAKLEERLINGSKAPTERMYN.

Behoudens onderstaande uitsonderings, is die vakleerlingskaptermyn ses jaar—

(*a*) die vakleerlingskaptermyn is vyf jaar in die geval van 'n vakleerling wat Standerd X, of sy gelykstaande deurgekom het, of 'n matrikulasie-sertifikaat besit;

(*b*) die termyn is ses jaar in die aangewese bedryf van drukkers- en steendruktekenaar. Geen korting kan vir onderwyskwalifikasies hoër as die wat vereis word om met vakleerlingskap in hierdie bedryf te begin toegestaan word nie.

4.(1) *Loonskale.*—Aan vakleerlinge moet gedurende die bepaalde jare van hul vakleerlingskaptermyn weekliks die lone volgens onderstaande skale betaal word.

	Gebied B.	Gebied C.	Gebied D.	Gebied E.	Gebied F.	Gebied G en GA.	Gebied H.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
1ste jaar.....	20 0	22 0	23 4	25 0	27 0	29 0	31 0
2de jaar.....	25 0	27 6	29 1	31 3	33 9	36 3	39 0
3de jaar.....	32 6	35 9	37 10	40 9	44 0	47 3	50 3
4de jaar.....	40 0	44 0	46 8	50 0	54 0	58 0	62 0
5de jaar.....	47 6	52 3	55 4	59 6	64 3	69 0	73 9
6de jaar.....	57 6	63 3	67 0	71 9	77 9	83 6	89 3

Met dien verstande dat waar die vakleerlingskaptermyn ooreenkomstig artikel 2 (*a*) van hierdie kennisgewing verkort word, die aanvangsloonskale die loonskaal soos vasgestel vir die tweede jaar van vakleerlingskap, is.

Besware teen genoemde voorstelle moet, kragtens subartikel 4 van artikel *sestien* van die Wet op Vakleerlinge, 1944, binne 30 dae na die datum van hierdie kennisgewing by die Sekretaris van die Komitee vir Vakleerlinge, Posbus 872, Kaapstad, ingedien word.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 895.] [1 Junie 1945.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

ONAFGEBROKE WERK.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, verklaar hierby ingevolge die voorbehoudsbepaling by paragraaf (*a*) van subartikel (1) van artikel *negentien* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, dat die aanhoudende toevoer van stoom vir die sterilisasieproses in die magistraatsdistrik Victoria Oos soos uitgeoefen in die Victoria Hospitaal deur die Lovedale Hospitaalraad, 'n bedrywigheid is waarin onafgebroke werk deur middel van drie skofte per dag noodsaaklik is.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 896.] [1 Junie 1945.

NYWERHEID-VERSOENINGSWET, 1937.

Ek, JOHN FRANCIS HANNAH, Waarnemende Nywerheidsregistrateur, maak hierby, ingevolge artikel *vier* (4), soos toegepas deur artikel *sewe* (4) van die Nywerheid-versoeningswet, 1937, bekend dat ek 'n aansoek ontvang het vir 'n verandering van die gebied en belange van 'n vakvereniging, besonderlede waarvan in onderstaande tabel uiteengesit word.

Enige geregistreerde vakvereniging wat teen die toestaan van die aansoek beswaar het, word versoek om sy besware, binne een maand vanaf die datum van publikasie van hierdie kennisgewing, skriftelik, by my p/a die Departement van Arbeid, Compensation House, Schoemanstraat, Pretoria, in te dien.

TABLE.

Name and address of Trade Union	Die S.A. Yster- en Staalbedryfsvereniging, P. O. Box 757, Pretoria.
Interests and area in respect of which the Union is registered	(*a*) European employees in the iron and steel industry excluding boilermakers, electricians, fitters, blacksmiths, ironmoulders, welders, engine drivers, firemen and turners in the Magisterial District of Pretoria; and (*b*) European employees, excluding boilermakers, electricians, fitters, blacksmiths, ironmoulders, welders, engine-drivers, firemen, turners, carpenters, patternmakers and riggers in that section of the iron and steel industry carried on by the Van der Byl Undertaking of the Iron and Steel Corporation Limited in the Magisterial District of Vereeniging.
Interests and area in respect of which registration is desired	European employees, excluding boilermakers, electricians, fitters, blacksmiths, ironmoulders, welders, engine drivers, firemen, turners, carpenters, patternmakers and riggers in that section of the iron and steel industry carried on by the African Metals Corporation Limited in the Magisterial District of Vereeniging.

J. F. HANNAH,
Acting Industrial Registrar.

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* No. 897.] [1 June, 1945.

WAR MEASURE No. 145 OF 1942.—PRESSING INDUSTRY, WITWATERSRAND.

In terms of regulation 3 of War Measure No. 145 of 1942, read with regulation 7 of War Measure No. 9 of 1942, the following Award is published for general information:—

ARBITRATION AWARD.

WAR MEASURE No. 145 OF 1942.

PRESSING INDUSTRY, WITWATERSRAND.

I, FRANK MCGREGOR, duly appointed arbitrator by the Hon. the Minister of Labour in terms of regulation 2 of the Annexure to War Measure No. 145 of 1942, with the following terms of reference:—

"To determine and settle a dispute which may arise in the industry in which employers and employees are associated for the pressing of garments in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel, as a result of the failure of the Transvaal Clothing Pressers of 27 Avenue Road, Fordsburg, to observe conditions of employment not less favourable than those prescribed in Wage Determination No. 120";

hereby make the award in the Schedule hereto.

SCHEDULE.

1. SCOPE OF APPLICATION OF AWARD.

The terms of this Award shall be observed in the Magisterial Districts of Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs and Nigel by employers and employees in the pressing industry.

2. PERIOD OF OPERATION OF AWARD.

This Award shall come into force on the 8th June, 1945, and shall remain in force until 7th June, 1947.

3. DEFINITIONS.

(1) Any expressions used in this Award which are defined in the Wage Act. 1937, shall have the same meanings as in that Act, and any reference to an Act shall include any amendment of such Act; further, unless inconsistent with the context—

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

"checker" means an employee engaged in checking articles with the customer's list or firm's invoice;

"checker, qualified", means a checker who has had not less than one year's experience;

"checker, unqualified", means a checker who has had less than one year's experience;

"day" means the period of twenty-four hours calculated from the time the employee commences work;

TABEL.

Naam en adres van Vakvereniging	Die S.A. Yster- en Staalbedryfsvereniging, Posbus 757, Pretoria.
Belange en gebied ten opsigte waarvan die Vakvereniging registreer is	(*a*) Blanke werknemers in die yster- en staalbedryf met uitsondering van ketelmakers, elektrisiëns, monteurs, grofsmede, ystergieters, lassers, lokomotiefdrywers, stokers en draaibankwerkers in die magistraatsdistrik Pretoria; en (*b*) Blanke werknemers, met uitsondering van ketelmakers, elektrisiëns, monteurs, grofsmede, ystergieters, lassers, lokomotiefdrywers, stokers, draaibankwerkers, skrynwerkers, modelmakers en takelaars in daardie afdeling van die yster- en staalnywerheid wat gedryf word deur die Van der Byl-onderneming van die Iron en Steel Corporation Ltd., in die magistraatsdistrik Vereeniging.
Belange en gebied ten opsigte waarvan registrasie verlang word	Blanke werknemers, met uitsondering van ketelmakers, elektrisiëns, monteurs, grofsmede, ystergieters, lassers, lokomotiefdrywers, stokers, draaibankwerkers, skrynwerkers, modelmakers en takelaars in daardie afdeling van die yster- en staalnywerheid wat deur die African Metals Corporation Limited, in die magistraatsdistrik Vereeniging onderneem word.

J. F. HANNAH,
Waarnemende Nywerheidsregistrateur.

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* No. 897.] [1 Junie 1945.

OORLOGSMAATREEL No. 145 VAN 1942.—PERSNYWERHEID, WITWATERSRAND.

Ingevolge regulasie 3 van Oorlogsmaatreël No. 145 van 1942, gelees met regulasie 7 van Oorlogsmaatreël No. 9 van 1942, word onderstaande Uitspraak vir algemene inligting bekendgemaak:—

SKEIDSREGTERLIKE UITSPRAAK.

OORLOGSMAATREEL No. 145 VAN 1942.

PERSNYWERHEID, WITWATERSRAND.

Ek, FRANK MCGREGOR, wat deur Sy Edelagbare, die Minister van Arbeid, behoorlik aangestel is as skeidsregter kragtens regulasie 2 van die Aanhangsel van Oorlogsmaatreël No. 145 van 1942, met die volgende terme van opdrag:—

„Vir oorweging en beslegting van 'n arbeidsgeskil wat in die nywerheid waarin werkgewers en werknemers betrokke is by die pers van kledingstukke in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel kan onstaan as gevolg van die versuim van die 'Transvaal Clothing Pressers' van Avenueweg 27, Fordsburg, om diensvoorwaardes na te kom wat nie minder gunstig is as die voorgeskryf in Loonvasstelling No. 120";

doen hierby uitspraak soos in die Aanhangsel hiervan uiteengesit.

AANHANGSEL.

1. BESTEK VAN TOEPASSING VAN UITSPRAAK.

Die bepalings van hierdie Uitspraak moet deur werkgewers en werknemers in die persnywerheid in die magistraatsdistrikte Krugersdorp, Roodepoort, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs en Nigel nagekom word.

2. TERMYN VAN TOEPASSING VAN UITSPRAAK.

Hierdie Uitspraak tree in werking op die 8ste Junie 1945, en bly van krag tot 7 Junie 1947.

3. WOORDBEPALINGS.

(1) Alle uitdrukkings wat in hierdie Uitspraak gebruik word en in die Loonwet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet en alle verwysings na 'n wet sluit in enige wysiging van sodanige wet; verder, tensy strydig met die samehang, beteken—

„los werknemer", 'n werknemer wat hoogstens twee dae in enige week by dieselfde werkgewer in diens is;

„kontroleur", 'n werknemer wat aan die hand van klante se lyste, of firma se rekenings, goedere kontroleer;

„kontroleur, gekwalifiseerd", 'n kontroleur met minstens een jaar ervaring;

„kontroleur, ongekwalifiseerd", 'n kontroleur met minder as een jaar ervaring;

„dag", die tydperk van vier-en-twintig uur gereken van die tyd waarop die werknemer met sy werk begin;

" despatch clerk " means an employee who is engaged in any form of clerical work and/or who is responsible for receiving garments and for packing garments for transport or delivery and who may supervise the packing, weighing and/or folding of such garments and the checking and addressing thereof;

" despatch clerk, male, qualified ", means a male despatch clerk who has had not less than five years' experience;

" despatch clerk, male, unqualified ", means a male despatch clerk who has had less than five years' experience;

" despatch clerk, female, qualified ", means a female despatch clerk who has had not less than four years' experience;

" despatch clerk, female, unqualified ", means a female despatch clerk who has had less than four years' experience;

" establishment " means any premises in or in connection with which one or more employees are employed in the pressing industry;

" experience " means in relation to a despatch clerk, checker, grade I employee or grade II employee, the total period or periods of employment which an employee has had as a despatch clerk, checker, grade I employee or grade II employee respectively;

" grade I employee " means an employee engaged in pressing garments other than hats, caps, shirts, ties, underwear or seams;

" grade I employee, qualified ", means a grade I employee who has had not less than three years' experience;

" grade I employee, unqualified ", means a grade I employee who has had less than three years' experience;

" grade II employee " means an employee engaged in one or more of the following duties or occupations:—

(a) Pressing hats, caps, shirts, ties, underwear or seams;

(b) folding garments;

" grade II employee, qualified ", means a grade II employee who has had not less than eighteen months' experience;

" grade II employee, unqualified ", means a grade II employee who has had less than eighteen months' experience;

" labourer " means an employee engaged in one or more of the following capacities or duties:—

(a) Making tea or similar beverages;

(b) cooking rations;

(c) cleaning premises, machinery, animals, vehicles, implements, utensils or other articles;

(d) carrying, moving and/or stacking;

(e) delivering letters, messages, or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;

(f) loading or unloading;

(g) making or maintaining fires, removing refuse or ashes;

(h) oiling and greasing machinery and vehicles other than motor vehicles;

(i) opening or closing doors, boxes, packages, bags or other containers;

(j) marking, stencilling or affixing labels on containers or packages;

(k) tending, feeding, harnessing or unharnessing animals;

" motor vehicle driver " means an employee engaged in driving a motor vehicle, other than a motor vehicle conveying a traveller in the course of his duties, and for the purposes of this definition, driving a motor vehicle includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load and all periods during which he is obliged to remain at his post in readiness to drive;

" piece-work or task-work " means any system under which any part of an employee's remuneration is based upon the quantity or output of work done;

" pressing industry " means the industry in which employers and employees are associated for the pressing of garments;

" short-time " means a temporary reduction in the number of ordinary hours of work of an employee due to a general breakdown of plant or machinery or a threatened breakdown of buildings caused by accident or unforeseen emergency, or to slackness of trade;

" traveller's driver " means an employee who drives a motor vehicle conveying a traveller in the course of his duties and for the purpose of this definition " traveller " means an employee who, as the travelling representative of an establishment, on behalf of such establishment, invites, canvasses or solicits orders from persons for the pressing of garments;

" wage " means that portion of the remuneration payable to an employee in money in respect of the ordinary hours of work laid down in clause 6.

(2) In classifying an employee for the purposes of this Award he shall be deemed to be in that class in which he is wholly or mainly employed.

„ versendingsklerk ", 'n werknemer wat enige soort klerklike werk verrig en/of verantwoordelik is vir die ontvang van kledingstukke, die verpakking van kledingstukke vir vervoer, of aflewering, en wat toesig kan hou oor die verpak, weeg en/of vou van sulke kledingstukke en die kontroleer en adresseer daarvan;

„ versendingsklerk, manlik, gekwalifiseerd ", 'n manlike versendingsklerk met minstens vyf jaar ervaring;

„ versendingsklerk, manlik, ongekwalifiseerd ", 'n manlike versendingsklerk met minder as vyf jaar ervaring;

„ versendingsklerk, vroulik, gekwalifiseerd ", 'n vroulike versendingsklerk met minstens vier jaar ervaring;

„ versendingsklerk, vroulik, ongekwalifiseerd ", 'n vroulike versendingsklerk met minder as vier jaar ervaring;

„ inrigting ", enige perseel waarin, of in verband waarmee, een of meer werknemers in die persnywerheid in diens is;

„ ervaring ", ten opsigte van 'n versendingsklerk, kontroleur, graad-I-werknemer, of graad-II-werknemer, die totale tydperk, of tydperke, van ervaring wat 'n werknemer het onderskeidelik as 'n versendingsklerk, kontroleur, graad-I-werknemer, of graad-II-werknemer;

„ graad-I-werknemer ", 'n werknemer wat kledingstukke pers, behalwe hoede, pette, hemde, dasse, onderklere, of some;

„ graad-I-werknemer, gekwalifiseerd ", beteken 'n graad I-werknemer met minstens drie jaar ervaring;

„ graad-I-werknemer, ongekwalifiseerd ", 'n graad-I-werknemer met minder as drie jaar ervaring;

„ graad-II-werknemer ", 'n werknemer wat een of meer van die volgende pligte vervul, of werksaamhede verrig:—

(a) Pers van hoede, pette, hemde, dasse, onderklere, of some;

(b) vou van kledingstukke;

„ graad-II-werknemer, gekwalifiseerd ", 'n graad-II-werknemer met minstens agtien maande ervaring;

„ graad-II-werknemer, ongekwalifiseerd ", 'n graad-II-werknemer met minder as agtien maande ervaring;

„ arbeider ", 'n werknemer wat een of meer van die volgende werksaamhede verrig, of pligte vervul:—

(a) Maak van tee, of soortgelyke dranke;

(b) kook van rantsoene;

(c) skoonmaak van persele, masjinerie, diere, voertuie, werktuie, gerei, of ander goedere;

(d) dra, verplaas en/of stapel;

(e) aflewer van briewe, boodskappe, of goedere te voet, of per fiets, driewieler, of handvoertuig;

(f) laai, of aflaai;

(g) maak en onderhou van vure, verwyder van afval, of as;

(h) olie en ghries van masjinerie en voertuie, behalwe motorvoertuie;

(i) oopmaak, of toemaak, van deure, kiste, pakette, sakke, of ander houers;

(j) merk, sjabloneer, of etiketteer van houers, of pakkette;

(k) diere oppas, voer, inspan, of uitspan;

„ motorvoertuigbestuurder ", 'n werknemer wat 'n motorvoertuig bestuur, behalwe 'n motorvoertuig wat 'n handelsreisiger vir die verrigting van sy werk vervoer, en vir die doel van hierdie woordbepaling omvat „ 'n motorvoertuig bestuur " alle tydperke van bestuur en alle tyd wat die bestuurder bestee aan werk in verband met die voertuig, of die vrag en alle tydperke wat hy op sy pos gereed moet wees om te bestuur;

„ stukwerk, of taakwerk ", enige stelsel waarvolgens enige deel van 'n werknemer se besoldiging op die hoeveelheid, of omvang, van die verrigte werk gebaseer is;

„ persnywerheid ", die nywerheid waarin werkgewers en werknemers verbonde is vir die pers van kledingstukke;

„ korttyd ", enige tydelike vermindering van die getal gewone werkure van 'n werknemer as gevolg van 'n algemene breekstop van installasie, of masjinerie, of dreigende ineenstorting van geboue, wat deur ongeluk, of onvoorsiene noodgeval, of slapte in die bedryf veroorsaak word;

„ bestuurder van handelsreisiger se voertuig ", 'n werknemer wat die voertuig bestuur wat die handelsreisiger vir die verrigting van sy werk vervoer en vir die doel van hierdie woordbepaling, beteken „ handelsreisiger " 'n werknemer wat in sy hoedanigheid van reisende verteenwoordiger van 'n inrigting, namens sulke inrigting van persone bestelligs vir die pers van kledingstukke aanneem, of daarom vra;

„ loon ", daardie deel van die besoldiging wat kontant aan 'n werknemer betaal moet word vir die gewone werkure wat in klousule 6 voorgeskryf word.

(2) Vir die klassifisering van 'n werknemer vir die doel van hierdie Uitspraak, word hy beskou tot daardie klas te behoor waarin hy geheel, of hoofsaaklik, werksaam is.

4.—Remuneration.

(1) The minimum wage which shall be paid by an employer to each member of the undermentioned classes of his employees shall be as set out hereunder:—

	Per Week.
(i) Mechanic engaged in maintaining or repairing plant or machinery	£6 13 6
(ii) Maintenance man engaged in making minor repairs to plant or machinery	4 10 0
(iii) Motor vehicle driver	3 10 0
(iv) Traveller's driver	2 5 0
(v) Driver of an animal-drawn vehicle	1 15 0
(vi) Employee firing and controlling the water level in boilers	2 5 0
(vii) Employee guarding property and/or patrolling premises	2 2 6
(viii) Checker, qualified	2 7 6
(ix) Checker, unqualified—	
during the first six months of experience	1 17 6
during the second six months of experience	2 2 6
(x) Employee operating a passenger or goods lift	1 15 0
(xi) Despatch clerk, male, qualified	5 15 5
(xii) Despatch clerk, male, unqualified—	
during the first twelve months' experience	1 16 11
during the second twelve months' experience	2 13 1
during the third twelve months' experience	3 9 3
during the fourth twelve months' experience	4 5 5
during the fifth twelve months' experience	5 1 6
(xiii) Despatch clerk, female, qualified	3 9 3
(xiv) Despatch clerk, female, unqualified—	
during the first twelve months' experience	1 16 11
during the second twelve months' experience	2 6 2
during the third twelve months' experience	2 15 5
during the fourth twelve months' experience	3 4 7
(xv) Grade I employee, qualified	4 0 0
(xvi) Grade I employee, unqualified—	
during the first six months' experience	1 10 0
during the second six months' experience	1 18 4
during the third six months' experience	2 6 8
during the fourth six months' experience	2 15 0
during the fifth six months' experience	3 3 4
during the sixth six months' experience	3 11 8

Provided that a grade I employee who has had not less than 18 months' experience as a grade II employee shall be paid not less than £2. 6s. 8d. during the first six months of experience; £2. 15s. during his second six months of experience; £3. 3s. 4d. during his third six months of experience and £3. 11s. 8d. during his fourth six months of experience as a grade I employee, and thereafter, not less than the wage prescribed for a grade I employee, qualified;

Provided further that the wages to be paid to a grade I employee, qualified, and a grade I employee, unqualified, may be reduced by 10 per cent. during the first six months and by 5 per cent. during the second six months following the date of comnig into operation of this Award.

	Per Week.
(xvii) Grade II employee, qualified	£2 5 0
(xviii) Grade II employee, unqualified—	
during the first six months' experience	1 10 0
during the second six months' experience	1 15 0
during the third six months' experience	2 0 0
(xix) Labourer—	
of the age of 18 and over	1 12 6
under the age of 18	1 0 0
(xx) Casual employee: For each day or part of a day, one-fifth of the highest weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.	
(xxi) Employees not elsewhere specified in this subclause	2 0 0

(2) *Basis of Contract.*—For the purpose of this clause the basis of contract of employment of an employee shall be weekly and save as provided in sub-clause (3) and in clause 5 (5), an employee shall be paid in respect of a week not less than the full weekly wage prescribed in sub-clause (1) for an employee of his class whether he has in that week worked the maximum number of ordinary hours prescribed in clause 6 (1) for an employee of his class or less.

(3) *Differential Wage.*—An employer who requires or permits a member of one class of his employees, other than an employee mentioned in paragraph (xix) of sub-clause (1), to perform for longer than one hour in the aggregate on any day and an employer who requires or permits an employee mentioned in paragraph (xix) of sub-clause (1) to perform for any period on any day, either in addition to his own work or in substitution therefor work of another class for which either—

(*a*) a wage higher than that of his own class; or

(*b*) a rising scale of wages terminating in a wage higher than that of his own class;

4. Besoldiging.

(1) Die minimum lone wat 'n werkgewer aan elke lid van die ondergenoemde klasse van sy werknemers moet betaal, is as volg:—

	Per week.
(i) Werktuigkundige wat die installasie, of masjinerie onderhou, of herstel	£6 13 6
(ii) Onderhoudhandlanger wat klein herstellings aan installasie, of masjinerie, uitvoer	4 10 0
(iii) Motorvoertuigbestuurder	3 10 0
(iv) Handelsreisiger se voertuigbestuurder	2 5 0
(v) Dierevoertuigbestuurder	1 15 0
(vi) Werknemer wat ketels stook en die waterstand op peil hou	2 5 0
(vii) Werknemer wat eiendom oppas en/of persele patrolleer	2 2 6
(viii) Kontroleur: gekwalifiseerd	2 7 6
(ix) Kontroleur: ongekwalifiseerd	
gedurende eerste ses maande ervaring	1 17 6
gedurende tweede ses maande ervaring	2 2 6
(x) Werknemer wat 'n passasiers- of goederehyser bedien	1 15 0
(xi) Versendingsklerk: manlik, gekwalifiseerd	5 15 5
(xii) Versendingsklerk: manlik: ongekwalifiseerd	
gedurende eerste twaalf maande ervaring	1 16 11
gedurende tweede twaalf maande ervaring	2 13 1
gedurende derde twaalf maande ervaring	3 9 3
gedurende vierde twaalf maande ervaring	4 5 5
gedurende vyfde twaalf maande ervaring	5 1 6
(xiii) Versendingsklerk: vroulik, gekwalifiseerd	3 9 3
(xiv) Versendingsklerk: vroulik: ongekwalifiseerd	
gedurende eerste twaalf maande ervaring	1 16 11
gedurende tweede twaalf maande ervaring	2 6 2
gedurende derde twaalf maande ervaring	2 15 5
gedurende vierde twaalf maande ervaring	3 4 7
(xv) Graad-I-werknemer: gekwalifiseerd	4 0 0
(xvi) Graad-I-werknemer: ongekwalifiseerd	
gedurende eerste ses maande ervaring	1 10 0
gedurende tweede ses maande ervaring	1 18 4
gedurende derde ses maande ervaring	2 6 8
gedurende vierde ses maande ervaring	2 15 0
gedurende vyfde ses maande ervaring	3 3 4
gedurende sesde ses maande ervaring	3 11 8

met dien verstande dat 'n graad-I-werknemer met minstens agtien maande ervaring as 'n graad-II-werknemer, minstens £2. 6s. 8d. betaal moet word gedurende sy eerste ses maande ervaring; £2. 15s. 0d. gedurende sy tweede ses maande ervaring; £3. 3s. 4d. gedurende sy derde ses maande ervaring en £3. 11s. 8d. gedurende sy vierde ses maande ervaring as 'n graad-I-werknemer en daarna minstens die vir 'n gekwalifiseerde graad-I-werknemer voorgeskrewe loon;

verder met dien verstande dat die lone wat aan 'n gekwalifiseerdegraad-I-werknemer en ongekwalifiseerde graad-I-werknemer betaal moet word, met 10 persent gedurende die eerste ses maande en met 5 persent gedurende die tweede ses maande wat volg op die datum van inwerkingtreding van hierdie Uitspraak, verminder mag word.

	Per week.
(xvii) Graad-II-werknemer: gekwalifiseerd	2 5 0
(xviii) Graad-II-werknemer: ongekwalifiseerd	
gedurende eerste ses maande ervaring	1 10 0
gedurende tweede ses maande ervaring	1 15 0
gedurende derde ses maande ervaring	2 0 0
(xix) Arbeider—	
18 jaar oud en ouer	1 12 6
onder 18 jaar	1 0 0
(xx) Los werknemer—vir elke dag, of gedeelte van 'n dag, eenvyfde van die hoogste voorgeskrewe weekloon vir 'n werknemer wat dieselfde klas werk doen as wat van die losnemer geëis word om te doen;	
(xxi) Werknemers nie elders in hierdie subklousule genoem nie	2 0 0

(2) *Basis van kontrak.*—Vir die doel van hierdie klousule is die basis van 'n werknemer se dienskontrak weekliks en behoudens soos bepaal in subklousule (3) en in klousule 5 (5), moet 'n werknemer ten opsigte van 'n week minstens die volle weekloon betaal word wat in subklousule (1) voorgeskryf is vir 'n werknemer van sy klas, onverskillig of hy in daardie week die maksimum getal gewone ure soos in subklousule 6 (1) vir 'n werknemer van sy klas voorgeskryf, of minder gewerk het.

(3) *Differensiële lone.*—'n Werkgewer wat eis, of toelaat, dat 'n lid van een klas van sy werknemers, behalwe 'n werknemer genoem in paragraaf (xix) van subklousule (1), om op enige dag vir langer as totaal een uur en 'n werkgewer wat eis, of toelaat, dat 'n werknemer genoem in paragraaf (xix) van subklousule vir enige tydperk op enige dag, hetsy benewens sy eie werk, of in plaas daarvan, werk verrig van 'n ander klas waarvoor hetsy—

(*a*) 'n hoër loon as dié vir sy eie klas, of

(*b*) 'n opgaande loonskaal wat eindig op 'n hoër loon as dié vir sy eie klas,

is prescribed in sub-clause (1) shall pay to such employee a wage for all the ordinary hours of work of the establishment for that day—

(i) in the case referred to in paragraph (*a*) at a rate for each such hour, equal to the higher weekly wage divided by the number of ordinary hours worked by such employee in a week;

(ii) in the case referred to in paragraph (*b*) at a rate for each hour equal to the weekly wage prescribed in sub-clause (1) for an employee of his class plus 30 per cent., divided by the number of ordinary hours worked by such employee in a week. Provided that such employee shall not be entitled to an agregate amount in respect of the day on which he performs such work, greater than the amount that would have accrued to a qualified employee in such higher class at the rate of wage prescribed for him in sub-clause (1);

Provided that where the sole difference between classes is in terms of sub-clause (1) based on experience, sex or age, the provisions of this clause shall not apply.

(4) *Calculation of Monthly Wage.*—Whenever the wage due to an employee is in terms of clause 5 (1) paid monthly, the amount of such wage shall be calculated at the rate of four and one third times the wage prescribed in sub-clause (1) for an employee of his class.

5. Payment of Remuneration.

(1) Save as provided in clause 7 (3) any amount due to an employee shall be paid in money weekly, or, if the employer and employee have agreed thereto in writing, monthly, during the hours of work or within fifteen minutes of ceasing work on the usual pay day of the establishment, or on termination of employment if this takes place before the usual pay day, and shall be contained in an envelope or other container, or shall be accompanied by a statement showing the employer's and employee's names, the employee's occupation, the number of ordinary and overtime hours worked, the remuneration due and the period in respect of which payment is made.

(2) *Premiums.*—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of an employee.

(3) *Purchase of Goods.*—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(4) *Board and Lodging.*—Save as provided in the Natives (Urban Areas) Act, 1923, and the Native Labour Regulation Act, 1911, an employer shall not require his employee to board and/or lodge with him or with any person or at any place nominated by him.

(5) *Fines and Deductions.*—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:—

(*a*) With the written consent of his employee a deduction for holiday, sick, insurance, provident or pension funds or subscriptions to an employees' organization;

(*b*) except where otherwise provided in the Award, whenever an employee is not at work a deduction proportionate to the period of his absence calculated on the basis of the weekly wage which such employee was receiving in respect of his ordinary hours of work at the time thereof;

(*c*) a deduction of any amount which an employer by any law or order of any competent court is required or permitted to make;

(*d*) when an employee agrees or is required in terms of the Natives (Urban Areas) Act, 1923, or the Native Labour Regulation Act, 1911, to accept from his employer board and/or lodging, a deduction not exceeding the amounts specified hereunder—

	Per Week	*Per Month.*
Board	£0 3 0	£0 13 0
Lodging	0 2 0	0 8 8
Board and lodging	0 5 0	1 1 8

(*e*) whenever the ordinary hours of work prescribed in clause 5 (1) are reduced on account of short-time, a deduction in respect of each hour of such reduction of the employee's weekly wage divided by the number of ordinary hours worked by such employee in a week: Provided that no deduction shall be made—

(i) in the case of short time arising out of slackness of trade unless the employer has given his employee not less than twenty-four hours' notice of his intention so to reduce the ordinary hours of work;

(ii) in the case of short time arising out of a general breakdown of plant or machinery or a threatened breakdown of buildings due to accident or other unforeseen emergency, in respect of the first hour not worked unless the employer has given his employee notice on the previous day that no work will be available;

(*f*) a deduction in respect of any public holiday other than New Year's Day, Good Friday, Dingaan's Day or Christmas Day on which an employee is required or permitted not to work of the wage which he would have received had he worked on such day.

in subklousule (1) voorgeskryf is, moet sodanige werknemer vir alle gewone werkure van die inrigting op daardie dag betaal—

(i) in die in paragraaf (*a*) genoemde geval teen 'n skaal vir elke uur wat gelyk is aan die hoër weeklikse loon gedeel deur die getal gewone ure wat deur sodanige werknemer per week gewerk word;

(ii) in die in paragraaf (*b*) genoemde geval teen 'n skaal vir elke uur wat gelyk is aan die weeklikse loon in subklousule (1) voorgeskryf vir 'n werknemer van sy klas plus 30 persent, gedeel deur die getal gewone ure wat deur sodanige werknemer per week gewerk word: met dien verstande dat sodanige werknemer nie vir die dag waarop hy sodanige werk verrig het geregtig is nie tot 'n totale bedrag wat hoër is as wat aan 'n gekwalifiseerde werknemer in sodanige hoër klas sou verskuldig gewees het teen die loonskaal wat vir hom in subklousule (1) voorgeskryf is:

met dien verstande dat waar die enigste verskil tussen klasse in terme van subklousule (1) gebasseer is op ervaring, geslag, of ouderdom, die bepalings van hierdie klousule nie van toepassing is nie.

(4) *Berekening van maandloon.*—Wanneer ook al kragtens klousule 5(1) aan 'n werknemer verskuldigde loon maandeliks betaal word, moet die bedrag van sodanige loon bereken word teen die skaal van vier-en-eenderde maal die in subklousule (1) voorgeskrewe loon vir 'n werknemer van sy klas.

5. Betaling van Besoldiging.

(1) Behoudens soos bepaal in klousule 7(3), moet enige aan 'n werknemer verskuldigde bedrag weekliks kontant betaal word, of, as die werkgewer en werknemer aldus skriftelik ooreengekom het, maandeliks, gedurende die werkure of binne vyftien minute na beëindiging van werk op die gewone betaaldag van die inrigting, of by diensbeëindiging wanneer dit voor die gewone betaaldag plaasvind en dit moet bevat wees in 'n koevert, of ander houer, of vergesel wees van 'n staat, waarop die werkgewer en werknemer se name, die werknemer se vak, die getal gewone ure en oortydure wat gewerk is, die verskuldigde besoldiging en die tydperk waarvoor die betaling gedoen word, vermeld.

(2) *Premies.*—Geen betaling mag hetsy regstreeks of onregstreeks aan 'n werkgewer gedoen, of deur hom aangeneem word nie ten opsigte van werkverskaffing aan, of opleiding van, 'n werknemer.

(3) *Koop van goedere.*—'n Werkgewer kan nie van sy werknemer eis om van hom, of enige deur hom aangewese winkel, of persoon, goedere te koop nie.

(4) *Kos en Huisvesting.*—Behoudens soos bepaal in die Naturellen (Stadsgebieden) Wet, 1923, en die Naturellen Arbeidsregelingwet, 1911, kan 'n werkgewer nie van sy werknemer eis om by hom, of by enige deur hom aangewese persoon of plek, kos en/of huisvesting aan te neem nie.

(5) *Boetes en Kortings.*—'n Werkgewer mag nie van sy werknemer enige boete hef, of van sy werknemer se besoldiging enige korting-aftrek nie, behalwe die volgende:—

(*a*) Met die skriftelike toestemming van sy werknemer 'n korting vir verlof-, siekte-, versekerings-, voorsorg-, of pensioenfondse, of ledegelde aan 'n werknemer se organisasie;

(*b*) behoudens waar andersins in die Uitspraak bepaal, 'n *pro rata* korting vir die tydperk van sy afwesigheid, bereken op die basis van die weekloon wat so'n werknemer dan ten opsigte van sy gewone werkure ontvang het, wanneer 'n werknemer van sy werk af wegbly;

(*c*) 'n korting van enige bedrag wat 'n werkgewer kragtens enige wet, of bevel van 'n bevoegde hof, verplig, of toegelaat is om af te trek;

(*d*) wanneer 'n werknemer toestem, of kragtens die Naturellen (Stadsgebieden) Wet, 1923, of die Naturellen Arbeidsregelingwet, 1911, verplig is, om van sy werkgewer kos en/of huisvesting aan te neem, 'n korting van hoogstens die hierondergenoemde bedrae:—

	Per week.	*Per maand.*
Kos	£0 3 0	£0 13 0
Huisvesting	0 2 0	0 8 8
Kos en huisvesting	0 5 0	1 1 8

(*e*) wanneer ook al die gewone werkure wat in klousule 5 (1) voorgeskdyf word, verminder word weens korttyd, ten opsigte van elke uur van sodanige vermindering 'n korting van die werknemer se weekloon gedeel deur die getal gewone ure wat deur sodanige werknemer per week gewerk word; met dien verstande dat geen kortings afgetrek mag word nie—

(i) in die geval van korttyd wat ontstaan deur slapte in die bedryf, tensy die werkgewer sy werknemers minstens vier-en-twintig uur kennis gegee het van sy voorneme om die gewone ure aldus te verminder;

(ii) in die geval van korttyd wat ontstaan deur 'n algemene breekstop van installasie, of masjinerie, of 'n dreigende ineenstorting van geboue veroorsaak deur ongeluk, of ander onvoorsiene noodgeval, ten opsigte van die eerste uur wat nie gewerk word nie, tensy die werkgewer op die voorafgaande dag kennis gegee het dat geen werk beskikbaar sal wees nie;

(*f*) ten opsigte van enige ander publieke vakansiedag as Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, of Kersdag, waarop van 'n werknemer geëis, of hom toegelaat, word nie te werk nie, 'n korting van die loon wat hy sou ontvang het as hy op sodanige dag sou gewerk het.

6. Hours of Work, Ordinary and Overtime and Payment for Overtime.

(1) *Ordinary Hours of Work.*—The ordinary hours of work shall not exceed—

(A) in the case of an employee, other than a motor vehicle driver, a driver of an animal drawn vehicle or an employee engaged solely in delivering goods:—

(*a*) forty-six hours in any week from Monday to Saturday, inclusive;

(*b*) eight in any day:

Provided that—

(i) where the hours of work of such employee do not exceed five on one day in any week the limit of eight hours a day may on any of the remaining days of the week be exceeded by not more than half an hour;

(ii) where work is performed on not more than five days in any week the limit of eight hours a day may on any such days be exceeded by not more than one and a quarter hours;

if by such extension the ordinary hours of work do not exceed forty-six in a week.

(B) in the case of a motor vehicle driver, a driver of an animal drawn vehicle or an employee engaged solely in delivering goods—

(*a*) forty-eight hours in any week from Monday to Saturday, inclusive;

(*b*) ten in any day.

(2) The ordinary hours of work of a casual employee shall not exceed eight in any day.

(3) *Meal Breaks.*—An employer shall not require or permit his employee to work for more than five consecutive hours on any day without an interval of not less than one hour during which no work shall be performed and such interval shall not be deemed to be part of the ordinary hours of work or overtime: Provided that—

(*a*) if such interval be for longer than one hour any period in excess of one and one-quarter hours shall be deemed to be part of the ordinary hours of work or overtime, as the case may be;

(*b*) periods of work interrupted by an interval of less than one hour shall be deemed to be continuous.

(4) *Rest Intervals.*—An employer shall grant to each of his employees employed in or about his establishment, other than a motor vehicle driver, a driver of an animal-drawn vehicle or an employee engaged in delivering letters, messages or goods, a rest interval of not less than ten minutes at as nearly as practicable—

(*a*) the middle of each first work period in a day;

(*b*) the middle of each second work period in a day where such period is longer than three hours, during which an employee shall not be required or permitted to perform any work and such interval shall be deemed to be part of the ordinary hours of work.

(5) *Hours of Work to be Consecutive.*—Save as provided in sub-clauses (3) and (4) all hours of work shall be consecutive.

(6) *Overtime.*—All time worked in excess of the number of hours prescribed in respect of a day or a week in subclause (1) and (2) shall be deemed to be overtime.

(7) *Limitation of Overtime.*—An employer shall not require or permit his employee to work overtime—

(*a*) for more than two hours in any day;

(*b*) for more than ten hours in any week.

(8) *Female Employees.*—An employer shall not require or permit a female employee—

(*a*) to work between 6 o'clock p.m. and 6 o'clock a.m.;

(*b*) to work after 1 o'clock p.m. on more than five days in any week;

(*c*) to work overtime on more than three consecutive days;

(*d*) to work overtime on more than sixty days in any year;

(*e*) to work overtime after completion of her ordinary hours of work for more than one hour on any day unless she has—

(i) before midday given notice thereof to such employee, or

(ii) provided such employee with an adequate meal before the commencement of such overtime, or

(iii) paid to such employee one shilling and sixpence in sufficient time to enable her to obtain a meal before such overtime is due to commence.

(9) *Payment for Overtime.*—An employer shall pay to his employee in respect of all overtime worked by him remuneration at a rate not less than one and a third times the wage prescribed in clause 4 (1) for an employee of his class: Provided that where in any week overtime calculated on a daily basis differs from overtime calculated on a weekly basis, the basis which gives the greater amount of overtime during that week shall be adopted.

(10) *Savings.*—The provisions of this clause shall not apply to an employee engaged in guarding property or patrolling premises; and the provisions of sub-clauses (3), (4), (5) and (7) shall not apply to an employee engaged on work necessitated by a breakdown of plant or machinery or other unforeseen emergency.

7. Annual Leave.

(1) Subject to the provisions of sub-clause (2) an employer shall grant to his employee in respect of each completed year of employment with him two consecutive weeks' leave

6. Werkure, gewone tyd en oortyd en betaling vir oortyd.

(1) *Gewone werkure.*—Die gewone werkure is nie meer nie as—

(A) in die geval van 'n werknemer, behalwe 'n motorvoertuigbestuurder, 'n dierevoertuigbestuurder, of 'n werknemer wat uitsluitlik goedere aflewer—

(*a*) ses-en-veertig uur in enige week van Maandag tot en met Saterdag;

(*b*) ag op enige dag;

met dien verstande dat—

(i) waar die werkure van sodanige werknemer nie meer as vyf op een dag in enige week is nie, die beperking van ag uur per dag op enige van die orige dae van die week oorskry mag word met hoogstens 'n halfuur;

(ii) waar op hoogstens vyf dae in enige week werk verrig word, die beperking van ag uur per dag op alle sodanige dae met hoogstens een-en-eenkwart uur oorskry mag word,

indien deur sodanige oorskryding die gewone werkure nie meer as ses-en-veertig per week oortref nie.

(B) in die geval van 'n motorvoertuigbestuurder, 'n dierevoertuigbestuurder, of 'n werknemer wat uitsluitlik goedere aflewer—

(*a*) ag-en-veertig uur in enige week van Maandag tot en met Saterdag;

(*b*) tien op enige dag.

(2) Die gewone werkure van 'n los werknemer is hoogstens ag op enige dag.

(3) *Etensonderbrekings.*—'n Werkgewer kan nie van sy werknemer eis, of hom toelaat, om op enige dag meer as vyf agtereenvolgende ure te werk nie, sonder 'n pouse van minstens een uur waarin geen werk verrig mag word nie en sodanige pouse word nie beskou deel van die gewone werkure, of oortyd, te vorm nie; met dien verstande dat—

(*a*) indien sodanige pouse langer as een uur duur, enige tydperk bo een-en-eenkwart uur deel van die gewone werkure, of na gelang van die geval, oortyd te wees beskou sal word;

(*b*) werktydperke onderbreek deur pouses van minder as een uur as agtereenvolgend te wees beskou sal word.

(4) *Ruspouses.*—'n Werkgewer moet aan elkeen van sy werknemers op of by sy inrigting werksaam, behalwe 'n motorvoertuigbestuurder, 'n dierevoertuigbestuurder, of 'n werknemer wat briewe, boodskappe, of goedere aflewer, 'n ruspouse van minstens tien minute toestaan so naby as moontlik aan—

(*a*) die middel van elke eerste werktydperk op 'n dag;

(*b*) die middel van elke tweede werktydperk op 'n dag, as sodanige tydperk langer as drie uur is,

waarin van 'n werknemer nie geëis, of hom toegelaat kan word, om enige werk te verrig nie en sodanige tydperk word beskou deel van die gewone werkure te wees.

(5) *Werkure is agtereenvolgend.*—Behoudens soos bepaal in subklousules (3) en (4) is alle werkure agtereenvolgend.

(6) *Oortyd.*—Alle tyd wat gewerk word bo die getal ure wat in subklousules (1) en (2) ten opsigte van 'n dag, of 'n week, voorgeskryf word, word beskou oortyd te wees.

(7) *Beperking van oortyd.*—'n Werkgewer kan nie van sy werknemer eis, of hom toelaat, om oortyd te werk nie—

(*a*) vir meer as twee uur op enige dag;

(*b*) vir meer as tien uur in enige week.

(8) *Vroulike werknemers.*—'n Werkgewer kan nie van 'n vroulike werknemer eis, of haar toelaat, nie—

(*a*) om tussen 6-uur nm. en 6-uur vm. te werk nie;

(*b*) om op meer as vyf dae in enige week na 1-uur nm. te werk nie;

(*c*) om op meer as drie agtereenvolgende dae oortyd te werk nie;

(*d*) om op meer as sestig dae in enige jaar oortyd te werk nie;

(*e*) om na voltooiing van haar gewone werkure meer as een uur op enige dag oortyd te werk nie, tensy hy—

(i) voor 12-uur middag sodanige werknemer daarvan in kennis gestel het; of

(ii) aan sodanige werknemer 'n voldoende ete verskaf het voordat sodanige oortyd begin;

(iii) aan sodanige werknemer betyds een sjieling en ses pennies betaal het om haar in staat te stel, om 'n maaltyd te neem voordat sodanige oortyd moet begin.

(9) *Betaling vir oortyd.*—'n Werkgewer moet aan sy werknemer ten opsigte van alle oortyd wat deur hom gewerk is, besoldiging betaal teen 'n skaal van minstens een-en-eenderde maal die loon wat in klousule 4 (1) voorgeskryf word vir 'n werknemer van sy klas; met dien verstande dat as in enige week oortyd bereken op 'n daaglikse basis verskil van oortyd bereken op 'n weeklikse basis, die basis wat die grootste bedrag vir oortyd gedurende daardie week oplewer, aangeneem moet word.

(10) *Voorbehoude.*—Die bepalings van hierdie klousule is nie van toepassing nie op 'n werknemer wat persele oppas, of patrolleer; en die bepalings van subklousules (3), (4), (5) en (7) is nie van toepassing nie op 'n werknemer wat noodsaaklike werk in verband met 'n breekstop van installasie, of masjinerie, of ander onvoorsiene noodgeval verrig.

7. Jaarlikse verlof.

(1) Behoudens die bepalings van subklousule (2), moet 'n werkgewer sy werknemer ten opsigte van elke voltooide jaar diens by hom, twee agtereenvolgende weke verlof toestaan

and shall in respect of each week thereof pay to such employee an amount not less than the weekly wage which he was receiving immediately before the commencement of such leave.

(2) The leave referred to in sub-clause (1) shall be granted at a time to be fixed by the employer: Provided that—

(i) if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates;

(ii) the period of such leave shall not be concurrent with sick leave granted in terms of clause 8 nor with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;

(iii) if New Year's Day, Good Friday, Dingaan's Day or Christmas Day falls within the period of such leave, another day shall be added to the said period as a further period of leave on full pay;

(iv) an employer may set off against such period of leave any day of occasional leave granted on full pay to his employee at his employee's request made in writing during the year of employment to which the period of annual leave relates.

(3) *Leave Remuneration.*—The remuneration in respect of annual leave referred to in sub-clause (1) shall be paid not later than on the last work day before the date of the commencement of such leave.

(4) An employee whose contract of employment terminates in the first or any subsequent year of employment with the same employer before the period of leave referred to in sub-clause (1) has accrued, shall, save as provided in the fourth proviso to sub-clause (2), upon such termination be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than one-sixth of the weekly wage which he was receiving immediately before the date of such termination.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose contract of employment terminates before such leave has been granted shall upon such termination be paid in respect of leave the amounts referred to in sub-clauses (1) and (4).

(6) For the purposes of this clause the expression "employment" shall be deemed to include any period or periods during which an employee is—

(a) absent on leave in terms of sub-clause (1);
(b) required to undergo training under the South Africa Defence Act, 1912;
(c) absent from work on the instructions of or at the request of his employer;
(d) absent on sick leave in terms of clause 8;

amounting in the aggregate to not more than ten weeks in any year and shall be deemed to commence—

(i) in the case of an employee who had before the coming into force of this Award become entitled to leave in terms of any law, from the date on which such employee last became entitled to such leave in terms of such law;

(ii) in the case of an employee who was in employment before the date of commencement of this Award and to whom any law prescribing annual leave for such employee applied but who had not become entitled to leave in terms of such law, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into force of this Determination, whichever is the later:

Provided that, if in any year the period of training under the South Africa Defence Act, 1912, of any employee is less than 30 days, the period of ten weeks shall be reduced by a period equal to that by which the period of training is less than 30 days.

8. Sick Leave.

(1) An employer shall grant to his employee, after one month's employment with him, who is absent from work through sickness or accident not caused by his own misconduct, other than an accident compensable under the Workmen's Compensation Act, 1941—

(a) in the case of an employee who works a six-day week, twelve work days', and
(b) in the case of an employee who works a five-day week, ten work days'

sick leave in the aggregate during any one year of employment with him and shall pay to him in respect of any period of absence in terms hereof not less than the wage he would have received had he worked during such period: Provided that the employer may require the production of a certificate signed by a registered medical practitioner showing the nature and probable duration of the employee's illness in respect of each period of absence for which payment is claimed: Provided further that, where there exists in an establishment by virtue of an agreement between the employer and his employees or between an employer and a duly registered trade union, a sick benefit or provident fund to which the employer contributes in respect of each of his employees an amount not less than the amount payable by each such employee and out of which fund an employee is, in case of absence from work on account of sickness or accident

en ten opsigte van elke week daarvan sodanige werknemer minstens die weekloon betaal wat hy onmiddellik voor aanvang van sodanige verlof ontvang het.

(2) Die in subklousule (1) genoemde verlof moet toegestaan word op 'n tyd wat deur die werkgewer bepaal word: met dien verstande dat—

(i) as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na die voltooiing van die jaar diens waarop dit betrekking het, toegestaan moet word;

(ii) die tydperk van sodanige verlof mag nie met siekteverlof toegestaan kragtens klousule 8, nòg enige tyd wanneer 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, saamval nie;

(iii) as Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, of Kersdag binne die tydperk van sodanige verlof val, moet nog 'n dag aan die genoemde tydperk toegevoeg word as 'n verdere tydperk van verlof met volle betaling;

(iv) 'n werkgewer kan van sodanige tydperk van verlof enige dag toevallige verlof wat met volle betaling aan sy werknemer toegestaan is op skriftelike versoek van die werknemer gedurende die jaar waarop die tydperk van jaarlikse verlof betrekking het, aftrek;

(3) *Verlofbesoldiging.*—Die besoldiging ten opsigte van jaarlikse verlof wat in subklousule (1) genoem is, moet uiterlik op die laaste werkdag voor die datum van aanvang van sodanige verlof betaal word.

(4) 'n Werknemer wie se dienskontrak in die eerste, of enige volgende jaar diens, by dieselfde werkgewer eindig voordat die in subklousule (1) genoemde tydperk van verlof opgeloop het, moet, behoudens soos bepaal in die vierde voorbehoud van subklousule (2), by beëindiging in plaas van verlof en ten opsigte van elke voltooide maand van sodanige tydperk van minder as 'n jaar, minstens eensesde van die weekloon wat hy op die datum onmiddellik voor sodanige beëindiging ontvang het, betaal word.

(5) 'n Werknemer wat tot 'n tydperk van verlof kragtens subklousule (1) geregtig geword het en wie se dienskontrak eindig voordat sodanige verlof toegestaan is, moet by beëindiging die in subklousules (1) en (4) genoemde bedrae ten opsigte van verlof betaal word.

(6) Vir die doel van hierdie klousule word dit beskou dat die uitdrukking „diens" enige tydperk, of tydperke, insluit wanneer 'n werknemer—

(a) met verlof kragtens subklousule (1) afwesig is;
(b) verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan,
(c) op bevel, of versoek, van sy werkgewer van sy werk afwesig is;
(d) met siekteverlof kragtens klousule 8 afwesig is;

wat in totaal nie meer as tien weke in enige jaar bedra nie en beskou word te begin—

(i) in die geval van 'n werknemer wat voor die inwerkingtreding van hierdie Uitspraak tot verlof kragtens enige wet geregtig geword het, van die datum waarop sodanige werknemer vir die laaste keer tot verlof kragtens sodanige wet geregtig geword het;

(ii) in die geval van 'n werknemer wat voor die datum van inwerkingtreding van hierdie Uitspraak in diens was en op wie enige wet waarby jaarlikse verlof voorgeskryf word van toepassing was, maar wat nog nie kragtens daardie wet tot verlof geregtig geword het nie, van die datum waarop sodanige diens aangevang het;

(iii) in die geval van enige ander werknemer, van die datum waarop sodanige werknemer by sy werkgewer in diens gekom het, of, na gelang van die jongste datum, die datum waarop hierdie Uitspraak in werking tree:

met dien verstande dat as in enige jaar die tydperk van 'n werknemer se opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, minder as 30 dae is, die tydperk van tien weke verminder moet word met 'n tydperk wat gelyk is aan dié wat die tydperk van opleiding minder as 30 dae is.

8. Siekteverlof.

(1) Na een maand diens by hom, moet 'n werkgewer sy werknemer wat weens siekte, of ongeval nie deur sy eie wangedrag veroorsaak nie, behalwe 'n ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling toegeken word, van sy werk afwesig is, die volgende toestaan:—

(a) in die geval van 'n werknemer wat 'n sesdaagse week werk, twaalf werkdae; en
(b) in die geval van 'n werknemer wat 'n vyfdaagse week werk, tien werkdae;

siekteverlof in totaal gedurende enige jaar diens by hom en hom ten opsigte van enige tydperk van afwesigheid kragtens hierdie Uitspraak die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het; met dien verstande dat die werkgewer kan eis dat 'n deur 'n geregistreerde dokter getekende sertifikaat vertoon word wat die aard en waarskynlike duur van die werknemer se siekte vermeld, ten opsigte van elke tydperk van afwesigheid waarvoor betaling gevra word: verder met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie as daar kragtens 'n ooreenkoms tussen die werkgewer en sy werknemers, of tussen die werkgewer en 'n behoorlik geregistreerde vakunie, 'n siektebystand- of -voorsorgfonds in 'n inrigting bestaan, waaraan die werkgewer ten opsigte van elkeen van sy werknemers 'n bedrag bydra wat minstens die bedrag is wat deur elke sulke werknemer betaal moet word en uit welke fonds 'n werknemer geregtig is om ingeval van afwesigheid van werk weens siekte, of ongeval (behalwe 'n

(other than an accident compensable under the Workmen's Compensation Act, 1941) entitled to receive in the aggregate in any one year not less than an amount equivalent to his full wages for two weeks in respect of such absence, under conditions substantially not less favourable than those herein prescribed, the terms of this sub-clause shall not apply.

(2) For the purpose of this clause, the expression "employment" shall have the same meaning as in clause 7 (6).

9. Public Holidays and Sundays.

(1) *Public Holidays.*—An employee shall be entitled to and be granted leave on New Year's Day, Good Friday, Dingaan's Day and Christmas Day and shall be paid in respect of each such day not less than the wage he would have received had he worked on that day: Provided that an employee may be required to work on any such day.

(2) Whenever an employee works on New Year's Day, Good Friday, Dingaan's Day or Christmas Day, his employer shall pay to him for each such day an amount equal to that referred to in sub-clause (1) plus in respect of each hour or part of an hour so worked his weekly wage divided by the number of ordinary hours worked by him in a week.

(3) *Payment for Work on Sundays.*—Whenever an employee works on a Sunday, his employer shall either—

(*a*) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day; 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. Proportion or Ratio.

(1) An employer shall employ a qualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker before he may employ an unqualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker, as the case may be, and he shall employ not less than one qualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker for each unqualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker respectively employed by him.

(2) An unqualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker receiving not less than the wage prescribed in clause 4 (1) for a qualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker respectively shall be deemed to be a qualified male despatch clerk, female despatch clerk, grade I employee, grade II employee or checker, as the case may be.

11. Piece-work or Task-work.

An employer shall not require or permit his employee to perform nor shall an employee perform piece-work or task-work.

12. Overalls and Protective Clothing.

An employer shall supply and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employee to wear or which by any law or regulation he may be compelled to provide for his employee and shall further as and when necessary press any such overall free of charge.

13. Prohibition of Employment of any Person Under the Age of Fifteen Years.

An employer shall not employ any person under the age of fifteen years.

14. Certificate of Service.

An employer shall upon termination of the contract of employment of any of his employees furnish such employee with a certificate of service showing the full names of the employer and employee, the nature of employment, the dates of commencement and termination of the contract and the rate of remuneration at the date of such termination.

15. Termination of Contract of Employment.

(1) An employer or his employee shall give not less than twenty-four hours' notice during the first month of employment and thereafter not less than one week's notice of his intention to terminate the contract of employment or shall pay or forfeit in lieu thereof not less than—

(*a*) in the case of twenty-four hours' notice, the weekly wage which the employee was receiving immediately before the date of such termination divided by six in the case of an employee who works a six-day week and five in the case of an employee who works a five-day week;

(*b*) in the case of a week's notice, the weekly wage which the employee was receiving immediately before the date of such termination:

Provided that this shall not affect—

(i) the right of an employer or an employee to terminate a contract of employment without notice for any cause recognised by law as sufficient;

ongeval waarvoor kragtens die Ongevallewet, 1941, skadeloosstelling betaalbaar is) om in totaal in enige jaar 'n bedrag wat minstens gelyk is aan sy volle loon vir twee weke te ontvang ten opsigte van sodanige afwesigheid op voorwaardes wat wesenlik nie minder gunstig as dié wat hierin voorgeskryf word nie.

(2) Vir die doel van hierdie klousule, het die uitdrukking „diens" dieselfde betekenis as in klousule 7 (6).

9. Publieke vakansiedae en Sondae.

(1) 'n Werknemer is geregtig tot en aan hom moet verlof toegestaan word op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag en Kersdag en moet ten opsigte van elke sodanige dag minstens die loon betaal word wat hy sou ontvang het as hy op daardie dag gewerk het; met dien verstande dat van 'n werknemer geëis kan word om op enige sodanige dag te werk.

(2) Wanneer ook al 'n werknemer op Nuwejaarsdag, Goeie-Vrydag, Dingaansdag, of Kersdag werk, moet sy werkgewer hom vir elke sodanige dag 'n bedrag betaal wat gelyk is aan dié in subklousule (1) genoem plus ten opsigte van elke uur, of gedeelte van 'n uur, aldus gewerk, sy weekloon gedeel deur die getal gewone ure wat deur hom in 'n week gewerk word.

(3) *Betaling vir werk op Sondag.*—Wanneer ook al 'n werknemer op 'n Sondag werk, moet sy werkgewer—

(*a*) óf die werknemer minstens dubbel die besoldiging betaal wat ten opsigte van die tydperk gewoonlik deur hom op 'n weekdag gewerk betaalbaar is; óf

(*b*) die werknemer besoldiging betaal teen 'n skaal van minstens een-en-eenderde maal sy gewone skaal van besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae na sodanige Sondag een dag verlof toestaan en hom ten opsigte daarvan besoldiging betaal teen 'n skaal van minstens sy gewone skaal van besoldiging asof hy op sodanige verlofdag die gemiddelde gewone werkure vir daardie dag van die week gewerk het.

10. Getalsverhouding.

(1) 'n Werkgewer moet 'n gekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur in diens hê voordat hy, na gelang van die geval, 'n ongekwalifiseerde manlike versendingsklerk, 'n vroulike versendingsklerk, 'n graad-I-werknemer, 'n graad-II-werknemer, of 'n kontroleur in diens kan neem en hy moet minstens een gekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur in diens hê vir onderskeidelik elke ongekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur in sy diens.

(2) 'n Ongekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur wat minstens die loon ontvang wat in klousule 4 (1) voorgeskryf word vir onderskeidelik 'n gekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur word, na gelang van die geval, beskou 'n gekwalifiseerde manlike versendingsklerk, vroulike versendingsklerk, graad-I-werknemer, graad-II-werknemer, of kontroleur te wees.

11. Stukwerk, of taakwerk.

'n Werkgewer kan nie van sy werknemer eis, of hom toelaat, om stukwerk, of taakwerk, te verrig, nóg mag 'n werknemer stukwerk, of taakwerk, verrig nie.

12. Oorklere en beskermende klere.

'n Werkgewer moet enige oorklere en/of beskermende klere wat hy mag eis dat sy werknemer dra, of wat hy kragtens enige Wet, of regulasie, verplig is om aan sy werknemers te verskaf, kosteloos lewer en in goeie toestand hou en verder moet hy sodanige oorklere kosteloos pers as en wanneer dit nodig is.

13. Verbod op in diens hê van enige persoon onder die ouderdom van vyftien jaar.

'n Werkgewer mag geen persoon onder die ouderdom van vyftien jaar in diens hê nie.

14. Dienssertifikate.

'n Werkgewer moet by beëindiging van die dienskontrak van enigeen van sy werknemers aan sodanige werknemer 'n diens-sertifikaat uitreik wat die werkgewer en werknemer se volle name, die aard van die diens, die datums van aanvang en beëindiging van die kontrak en die skaal van besoldiging op die datum van sodanige beëindiging vermeld.

15. Beëindiging van dienskontrak.

(1) 'n Werkgewer, of sy werknemer, moet minstens vier-en-twintig uur kennis van diensopsegging gee gedurende die eerste maand diens en daarna minstens een week, of in plaas daarvan minstens die volgende betaal, of verbeur—

(*a*) in die geval van vier-en-twintig uur kennisgewing, die weekloon wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging gedeel deur ses in die geval van 'n werknemer wat 'n sesdaagse week werk en vyf in die geval van 'n werknemer wat 'n vyfdaagse week werk;

(*b*) in die geval van een week kennisgewing, die weekloon wat die werknemer ontvang het onmiddellik voor die datum van sodanige beëindiging;

met dien verstande dat dit nie raak nie aan—

(i) die reg van 'n werkgewer, of 'n werknemer, om die dienskontrak sonder kennisgewing te beëindig om enige rede wat by wet voldoende geag word;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week.

(2) When an agreement is entered into in terms of the second proviso to sub-clause (1) the payment or forfeiture in lieu of notice shall be proportionate to the period of notice agreed upon.

(3) The notice referred to in sub-clause (1) shall be given in writing in duplicate and the party to whom it is addressed shall sign the duplicate copy thereof and return it to the sender within forty-eight hours of receipt by him thereof.

(4) The notice referred to in sub-clause (1) shall take effect from the day on which it is given: Provided that the period of notice shall not run concurrently with nor shall notice be given during the employee's absence on annual leave in terms of clause 7 or sick leave in terms of clause 8.

FRANK McGREGOR,
Arbitrator.

Rustenburg, 15th May, 1945.

✱ No. 898.] [1 June 1945.

INDUSTRIAL CONCILIATION ACT, 1937.

MILLINERY INDUSTRY, TRANSVAAL.

I, WALTER BAYLEY MADELEY, Minister of Labour, do hereby—

(*a*) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Millinery Industry shall be binding from the 4th day of June, 1945, and for the period ending the 30th day of June, 1945, upon the employers' organization and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organization or that trade union;

(*b*) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 24 (inclusive) and 28 and 29 of the said Agreement shall be binding from the 4th day of June, 1945, and for the period ending the 30th day of June, 1945, upon the other employers and employees engaged or employed in the said Industry in the Province of the Transvaal; and

(*c*) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Province of the Transvaal and from the 4th day of June, 1945, and for the period ending the 30th day of June, 1945, the provisions contained in clauses 3 to 21 (inclusive) and 24, 28 and 29 of the said Agreement shall *mutatis mutandis* apply in respect of such persons as are not included in the definition of the expression "employee" contained in section *one* of the said Act.

WALTER B. MADELEY,
Minister of Labour.

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the

Millinery Association (Transvaal)

(hereinafter called "the employers" or "employers' organisation"), of the one part, and the

Garment Workers' Union

(hereinafter called "the employees" or "the trade union"), of the other part,

being the parties to the Industrial Council for the Millinery Industry (Transvaal).

1. SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Province of the Transvaal by all employers who are members of the employers' organisation and are engaged in the Millinery Industry, and by all employees who are members of the trade union and are employed in that Industry and for whom minimum wages are prescribed in this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation from such date as may be specified by the Minister of Labour and shall remain in force until the 30th June, 1945, or for such period as may be determined by him.

3. DEFINITIONS.

Any terms used in this Agreement which are defined in the Act shall have the same meaning as in that Act.

A reference to an Act shall include any amendment of such Act; and, unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1937;

"Council" means the Industrial Council for the Millinery Industry, Transvaal, registered in terms of the Act;

"establishment" means any place in which any operation in connection with the Millinery Industry is carried on;

"experience" means the total period or periods of employment of an employee in the Millinery Industry in any capacity other than that of labourer, mechanic, driver of a vehicle or caretaker, and shall be deemed in each contract

(ii) enige skriftelike ooreenkoms tussen die werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur vir altwee partye en vir langer as een week.

(2) Wanneer 'n ooreenkoms kragtens die tweede voorbehoud van subklousule (1) gesluit is, is die betaling, of verbeuring, in plaas van kennisgewing in verhouding met die tydperk van kennisgewing soos ooreengekom.

(3) Die in subklousule (1) genoemde kennisgewing moet skriftelik in duplo gegee word en die party waaraan dit gerig is moet die duplikaat daarvan teken en dit binne ag-en-veertig uur nadat hy dit ontvang het aan die sender terugstuur.

(4) Die in subklousule (1) genoemde kennisgewing gaan in op die dag waarop dit gegee word: met dien verstande dat die tydperk van kennisgewing nie mag saamval met, en dat kennisgewing nie gegee mag word nie gedurende die tydperk van die werknemer se afwesigheid op jaarlikse verlof kragtens klousule 7, of siekteverlof kragtens klousule 8.

FRANK McGREGOR,
Skeidsregter.

Rustenburg 15 Mei 1945.

✱ No. 898.] [1 Junie 1945.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid verklaar hierby—

(*a*) kragtens subartikel (1) van artikel *ag-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die ooreenkoms wat in die Bylae hiervan verskyn en betrekking het op die Hoedenywerheid vanaf die 4de dag van Junie 1945 en vir die tydperk wat eindig op die 30ste dag van Junie 1945 bindend is op die werkgewersorganisasie en die vakvereniging wat genoemde ooreenkoms aangegaan het, en op die werkgewers en werknemers wat lede is van daardie organisasie of daardie vereniging;

(*b*) kragtens subartikel (2) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 24 en 28 en 29 van genoemde ooreenkoms vanaf die 4de dag van Junie 1945 en vir die tydperk wat eindig op die 30ste dag van Junie 1945, bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde nywerheid in die Provinsie Transvaal; en

(*c*) kragtens subartikel (4) van artikel *ag-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 21 en 24, 28 en 29 van genoemde ooreenkoms in die Provinsie Transvaal vanaf die 4de dag van Junie 1945, en vir die tydperk wat eindig op die 30ste dag van Junie 1945 *mutatis mutandis* van toepassing is ten opsigte van die persoon wat nie by die woordomskrywing van die uitdrukking "werknemer" vervat in artikel *een* van genoemde Wet, ingesluit is nie.

WALTER B. MADELEY,
Minister van Arbeid.

NYWERHEIDSRAAD VIR DIE HOEDEMAKERYNYWERHEID (TRANSVAAL).

OOREENKOMS

ingevolge die bepalings van die Nywerheid-Versoeningswet, 1937, gesluit en aangegaan tussen die

„Millinery Association (Transvaal)",

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

„Garment Workers' Union"

(hierna genoem „die werkgewers", of „die vakvereniging"), aan die ander kant,

wat die partye is by die „Nywerheidsraad vir die Hoedemakerynywerheid (Transvaal)."

1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie ooreenkoms moet in die Provinsie Transvaal deur alle werkgewers wat lede van die werkgewersorganisasie is en die hoedemakerynywerheid uitoefen en deur alle werknemers wat lede van die vakvereniging en in daardie nywerheid werksaam is, en vir wie minimum lone in hierdie ooreenkoms voorgeskryf is, nagekom word.

2. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie ooreenkoms tree in werking op sodanige datum as wat deur die Minister van Arbeid bepaal mag word en bly van krag tot 30 Junie 1945, of vir sodanige termyn as wat hy mag bepaal.

3. WOORDBEPALINGS.

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig word en waarvan die betekenis in die Wet bepaal is, het dieselfde betekenis as in daardie Wet.

By verwysing na 'n Wet is ook enige wysiging van sodanige Wet inbegrepe en behalwe waar die teenoorgestelde blykbaar bedoel word, sluit woorde wat die manlike geslag aandui ook vroulens in; verder, tensy dit teenstrydig is met samehang beteken—

„Wet", die Nywerheid-Versoeningswet, 1937;

„Raad", die „Nywerheidsraad vir die hoedemakerynywerheid (Transvaal)" wat ingevolge die Wet geregistreer is;

„inrigting", 'n plek waarin enige werksaamheid in verband met die hoedemakerynywerheid verrig word;

„ervaring", die totale dienstydperk, of -tydperke, van 'n werknemer in die hoedemakerynywerheid in enige hoedanigheid, behalwe dié van arbeider, werktuigkundige, bestuurder van 'n voertuig, of bewaarder en word in elke

of service to have been continuous from the time the employee enters his employer's service until the time such service is terminated;

"hourly wage" means the weekly wage divided by 46 or such lesser number as represents the number of ordinary hours worked by any establishment in any one week;

"improver" means a female employee who has had not less than three years' but less than five years' experience;

"labourer" means an employee engaged exclusively in one or more of the following operations:—

(*a*) Cleaning premises, utensils or other articles;
(*b*) loading and/or unloading vehicles;
(*c*) carrying, moving or stacking goods;
(*d*) making and/or maintaining fires or removing refuse or ashes;
(*e*) delivering or conveying letters, messages or other articles on foot or by means of a bicycle or propelled vehicle;
(*f*) opening and/or closing packages;
(*g*) making tea or similar beverages;
(*h*) grinding shellac;
(*i*) packing;
(*j*) checking (meaning an employee who collects and sorts hats);
(*k*) flower moulding;
(*l*) belt fixing;
(*m*) laying up;
(*n*) mangling hoods;

"learner" means a female employee who has had less than three years' experience;

"Millinery Industry" or "Industry" means the industry in which ladies' and/or girls' hats are made, shaped, blocked, trimmed and/or modelled either wholly or in part;

"occupier" means the person having the general management and control of the workshop and, if there are two or more such persons, includes all such persons;

"piece-work" means any system other than task-work by which remuneration is calculated by quantity or output of work done;

"premium" means, without in any way limiting the ordinary meaning of the term, any consideration of whatever nature given in return for the training of an employee;

"qualified female employee" means a female employee who has had not less than five years' experience;

"quarter" means any one of the three-monthly periods commencing on the first pay-day of February, May, August and November;

"shop" means an establishment in which ladies' and/or girls' hats are sold or exposed for sale by retail;

"short time" means a temporary reduction of the number of working hours of any employee below the usual weekly working hours in any one week by reason of the exigencies of the business, such as shortage of material or orders or the necessities of stock-taking;

"task-work" means the setting by an employer or his representative to any employee of a definite number of hats or portions of hats to be made by such employee in a specified time;

"workshop" means any premises in which one or more employees are employed in operations in the Millinery Industry.

4. WAGES.

(1) The following minimum wages and cost of living allowances shall be paid per week by employers to the undermentioned classes of employees and such employees shall not accept less than such wages:—

		Cost of Living Allowance.
(*a*) Females—		
(i) Qualified employee	£3 10 0	£1 6 3
(ii) Learner—		
For the first twenty-six weeks of experience	1 5 0	0 9 5
For the next twenty-six weeks of experience	1 10 0	0 11 3
For the next twenty-six weeks of experience	1 12 6	0 12 2
For the next thirteen weeks of experience	1 15 0	0 13 2
For the next thirteen weeks of experience	1 17 6	0 14 1
For the next thirteen weeks of experience	2 0 0	0 15 0
For the next thirteen weeks of experience	2 2 6	0 15 11
For the next thirteen weeks of experience	2 5 0	0 16 11
For the next thirteen weeks of experience	2 7 6	0 17 10
(iii) Improver—		
For the first thirteen weeks of experience	2 10 0	0 18 9
For the next thirteen weeks of experience	2 12 6	0 19 8
For the next thirteen weeks of experience	2 15 0	1 0 8
For the next thirteen weeks of experience	2 17 6	1 1 7

dienskontrak beskou as onafgebroke te wees van die tyd wat die werknemer by sy werkgewer in diens tree tot die tyd wat sodanige diens beëindig word;

„uurloon", die weeklikse loon gedeel deur 46, of sodanige kleiner getal volgens die ure gewoonlik deur enige inrigting in enige week gewerk;

„ambagsgesel", 'n vroulike werknemer met minstens drie jaar, maar minder as vyf jaar ervaring;

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

(*a*) Persele, werktuie, of ander artikels skoonmaak;
(*b*) voertuie laai en/of aflaai;
(*c*) goedere dra, verplaas, of stapel;
(*d*) vuurmaak en/of vure aan die brand hou, of vuilgoed, of as verwyder;
(*e*) briewe, boodskappe, of ander artikels te voet, of per fiets, of voorbeweegde vóertuig aflewer;
(*f*) pakkette oop- en/of toemaak;
(*g*) tee, of soortgelyke dranke maak;
(*h*) gomlak maal;
(*i*) verpak;
(*j*) Nasien (Beteken 'n werknemer wat hoede versamel en sorteer);
(*k*) blommaker;
(*l*) bandbevestiger;
(*m*) stapelaar;
(*n*) bolperswerk;

„leerling", 'n vroulike werknemer met minder as drie jaar ervaring;

„hoedemakerynywerheid", of „nywerheid", die nywerheid waarin dames- en/of meisieshoede gedeeltelik, of geheel, gemaak, gefatsoeneer, geblok, versier en/of gevorm word;

„okkupeerder", die persoon wat die algemene beheer en bestuur het oor die werkwinkel, en sluit ook alle as daar twee of meer persone is, sodanige persone in;

„stukwerk", enige stelsel, behalwe taakwerk, waarby besoldiging volgens die hoeveelheid, of omvang, van verrigte werk bereken word;

„premie", sonder dat dit in 'n enkele opsig die gewone betekenis van die uitdrukking beperk, enige vergoeding van watter aard ook al wat vir die opleiding van 'n werknemer gegee word;

„gekwalifiseerde vroulike werknemer", 'n vroulike werknemer met minstens vyf jaar ervaring;

„kwartaal", enige van die tydperke van drie maande beginnende op die eerste betaaldag van Februarie, Mei, Augustus en November;

„winkel", 'n inrigting waarin dames- en/of meisieshoede in kleinhandel verkoop, of uitgestal word;

„korttyd", 'n tydelike vermindering van die getal werkure van 'n werknemer onder die gewone werkure in enige week weens behoeftes van die besigheid, soos byvoorbeeld tekort aan materiaal, of bestellings, of die vereistes van voorraadopname;

„taakwerk", die opdrag aan 'n werknemer deur die werkgewer of sy verteenwoordiger van 'n bepaalde getal hoede, of dele van hoede, wat binne 'n vasgestelde tydperk deur sodanige werknemer gemaak moet word;

„werkwinkel", enige perseel waar daar een of meer werknemers in diens is vir werksaamhede in verband met die hoedemakerynywerheid.

4. LONE.

(1) Die volgende minimum lone en lewenskostetoelae moet weekliks deur werkgewers aan ondervermelde kategorieë werknemers betaal word en sodanige werknemers mag nie minder as sodanige lone aanneem nie:—

		Lewenskostetoelae.
(*a*) Vrouens—		
(i) Gekwalifiseerde werknemer ...	£3 10 0	£1 6 3
(ii) Leerling—		
Die eerste ses-en-twintig weke	1 5 0	0 9 5
Die daaropvolgende ses-en-twintig weke ervaring	1 10 0	0 11 3
Die daaropvolgende ses-en-twintig weke ervaring	1 12 6	0 12 2
Die daaropvolgende dertien weke ervaring	1 15 0	0 13 2
Die daaropvolgende dertien weke ervaring	1 17 6	0 14 1
Die daaropvolgende dertien weke ervaring	2 0 0	0 15 0
Die daaropvolgende dertien weke ervaring	2 2 6	0 15 11
Die daaropvolgende dertien weke ervaring	2 5 0	0 16 11
Die daaropvolgende dertien weke ervaring	2 7 6	0 17 10
(iii) Ambagsgesel—		
Die eerste dertien weke ervaring	2 10 0	0 18 9
Die daaropvolgende dertien weke ervaring	2 12 6	0 19 8
Die daaropvolgende dertien weke ervaring	2 15 0	1 0 8
Die daaropvolgende dertien weke ervaring	2 17 6	1 1 7

		Cost of Living Allowance.
For the next thirteen weeks of experience	£3 0 0	£1 2 6
For the next thirteen weeks of experience	3 2 6	1 3 5
For the next thirteen weeks of experience	3 5 0	1 4 5
For the next thirteen weeks of experience	3 7 6	1 5 4

(*b*) Male Employees—

Male employees engaged in blocking, panning, stiffening, pressing, cutting, spraying, dyeing, polishing, brushing or as boiler attendent—

		Cost of Living Allowance.
For the first thirteen weeks of experience	£1 5 0	£0 9 5
For the next thirteen weeks of experience	1 7 6	0 10 4
For the next thirteen weeks of experience	1 10 0	0 11 3
For the next thirteen weeks of experience	1 12 6	0 12 2
For the next thirteen weeks of experience	1 15 0	0 13 2
For the next thirteen weeks of experience	1 17 6	0 14 1
Thereafter	2 0 0	0 15 0

(*c*) Labourers—

Juveniles (under 21 years of age)	1 2 6	0 8 5
Adults	1 10 0	0 11 3

(*d*) The minimum wages due to a monthly paid employee shall be calculated at four and one third times the weekly wage due to him in terms of Section 4 (1) of this Agreement.

(2) (*a*) The cost of living allowance prescribed in sub-section (1) hereof shall be increased by 2½ per cent. when the retail price index reaches 1282, and this increased cost of living allowance shall be payable as from the first pay-day in the month following publication of the relevant price index. In this section "retail price index" means the retail price index relating to food, fuel, light, rent and sundries for the Witwatersrand, as published in the monthly Press Release "Retail Price Index Numbers" under the heading "Basis: Each area compared with itself in 1938 equals 1000" by the Office of Census and Statistics, Pretoria.

(*b*) In the case of employees who are receiving above the minimum wages provided in this Agreement, the cost of living allowance shall be as follows:—

(i) QUALIFIED FEMALE EMPLOYEE.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
5s. 9d. per week more than the weekly cost of living allowance she was receiving or would have been entitled to receive for the week ending 15th July, 1944.	1s. 9d. per week more than the weekly cost of living allowance she is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

(ii) FEMALE LEARNER AND IMPROVER.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
A weekly sum being 37½ per cent. of the total weekly remuneration, exclusive of cost of living allowance, that she was receiving or would have been entitled to receive for the week ending 15th July, 1944.	A weekly sum being 40 per cent. o the total weekly remuneration, exclusive of cost of living allowance, that she is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

(iii) MALE EMPLOYEE ENGAGED IN ANY OF THE OPERATIONS ENUMERATED IN SUB-SECTION (1) (*b*) HEREOF, WITH LESS THAN 78 WEEKS' EXPERIENCE.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
A weekly sum being 37½ per cent. of the total weekly remuneration, exclusive of cost of living allowance, that he was receiving or would have been entitled to receive for the week ending 15th July, 1944.	A weekly sum being 40 per cent of the total weekly remuneration, exclusive of cost of living allowance, that he is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

(iv) MALE EMPLOYEE ENGAGED IN ANY OF THE OPERATIONS ENUMERATED IN SUB-SECTION (1) (*b*) HEREOF, WITH 78 WEEKS' OR MORE EXPERIENCE.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
2s. per week more than the weekly cost of living allowance he was receiving or would have been entitled to receive for the week ending 15th July, 1944.	1s. per week more than the weekly cost of living allowance he is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

(v) ADULT LABOURER.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
9d. per week more than the weekly cost of living allowance he was receiving or would have been entitled to receive for the week ending 15th July, 1944.	9d. per week more than the weekly cost of living allowance he is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

		Lewenskostetoelae.
Die daaropvolgende dertien weke ervaring	£3 0 0	£1 2 6
Die daaropvolgende dertien weke ervaring	3 2 6	1 3 5
Die daaropvolgende dertien weke ervaring	3 5 0	1 4 5
Die daaropvolgende dertien weke ervaring	3 7 6	1 5 4
Daarna die lone bepaal vir 'n gekwalifiseerde werknemer.		

(*b*) Manlike werknemers—

Manlike werknemers wat blok, stoom, styf, pers, sny, sproei, kleur, poleer, afborsel, of as keteloppasser—

		Lewenskostetoelae.
Die eerste dertien weke ervaring	£1 5 0	£0 9 5
Die daaropvolgende dertien weke ervaring	1 7 6	0 10 4
Die daaropvolgende dertien weke ervaring	1 10 0	0 11 3
Die daaropvolgende dertien weke ervaring	1 12 6	0 12 2
Die daaropvolgende dertien weke ervaring	1 15 0	0 13 2
Die daaropvolgende dertien weke ervaring	1 17 6	0 14 1
Daarna	2 0 0	0 15 0

(*c*) Arbeiders—

Jeugdiges (onder 21 jaar oud) ...	1 2 6	0 8 5
Volwassenes	1 10 0	0 11 3

(*d*) Die minimum lone aan 'n werknemer verskuldig wat per maand betaal word, moet bereken word teen vier-en-eenderde maal die weeklikse loon aan hom verskuldig ingevolge artikel 4 (1) van hierdie Ooreenkoms.

(2) (*a*) 'n Lewenskostetoelae voorgeskryf in subartikel (1) hiervan, moet met 2½ persent verhoog word wanneer die kleinhandelprysindeks 1282 bereik en hierdie verhoogde lewenskostetoelae is betaalbaar vanaf die eerste betaaldag in die maand wat volg op die bekendmaking van die betrokke kleinhandelprysindeks. In hierdie artikel beteken „kleinhandelprysindeks" die kleinhandelprysindeks met betrekking tot kos, brandstof, ligte, huurgeld en diverse vir die Witwatersrand soos deur die kantoor van Sensus en Statistieke, Pretoria, bekendgemaak onder die opskrif „Basis: elke gebied in vergelyking met sigself in 1938 is gelyk aan 1,000".

(*b*) In die geval van werknemers wat meer as die minimum lone soos in hierdie Ooreenkoms voorgeskryf ontvang is die lewenskostetoelae as volg:—

(i) GEKWALIFISEERDE VROULIKE WERKNEMER.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks 1282 bereik.*
5s. 9d. per week meer as die weeklikse lewenskostetoelae wat sy ontvang het, of geregtig sou gewees het om te ontvang, vir die week geëindig 15 Julie 1944.	1s. 9d. per week meer as die weeklikse lewenskostetoelae wat sy ontvang of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(ii) VROULIKE LEERLING EN AMBAGSGESEL.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks 1282 bereik.*
'n Weeklikse bedrag wat 37½ persent is van die totale weeklikse besoldiging, met uitsluiting van die lewenskostetoelae, wat sy ontvang het, of geregtig sou gewees het om te ontvang, vir die week geëindig 15 Julie 1944.	'n Weeklikse bedrag wat 40 persent is van die totale weeklikse besoldiging, met uitsluiting van die lewenskostetoelae, wat sy ontvang of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(iii) MANLIKE WERKNEMER WAT ENIGE VAN DIE WERKSAAMHEDE VERRIG, GENOEM IN ONDERARTIKEL (1) (*b*) HIERVAN, MET MINDER AS 78 WEKE ERVARING.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks 1282 bereik.*
'n Weeklikse bedrag wat 37½ persent is van die totale weeklikse besoldiging, met uitsluiting van die lewenskostetoelae wat hy ontvang het, of geregtig sou gewees het om te ontvang, vir die week geëindig 15 Julie 1944.	'n Weeklikse bedrag wat 40 persent is van die totale weeklikse besoldiging, met uitsluiting van die lewenskostetoelae wat hy ontvang, of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(iv) MANLIKE WERKNEMER WAT ENIGE VAN DIE WERKSAAMHEDE VERRIG, GENOEM IN SUBARTIKEL (1) (*b*) HIERVAN, MET 78 WEKE, OF LANGER, ERVARING.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks 1282 bereik.*
2s. per week meer as die weeklikse lewenskostetoelae wat hy ontvang het, of geregtig sou gewees het om te ontvang, vir die week geëindig 15 Julie 1944.	1s. per week meer as die weeklikse lewenskostetoelae wat hy ontvang of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(v) VOLWASSE ARBEIDER.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks 1282 bereik.*
9d. per week meer as die weeklikse lewenskostetoelae wat hy ontvang het, of geregtig sou gewees het om te ontvang, vir die week geëindig 15 Julie 1944.	9d. per week meer as die weeklikse, lewenskostetoelae wat hy ontvang, of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(vi) JUVENILE LABOURER.

As from the date of coming into operation of this Agreement.	*When the price index reaches* 1282.
Nil.....	4d. per week more than the weekly cost of living allowance he is receiving or would be entitled to receive for the week before the increased cost of living allowance falls due.

(c) The allowances payable in terms of this section shall be inclusive of any allowance payable under War Measure No. 43 of 1942, as amended, or as may be amended from time to time, and if the allowance payable in terms of this sub-section is at any time less favourable than the allowance under the said War Measure, and any amendments thereof the latter allowance shall be paid.

(3) Nothing in this Agreement shall operate to reduce the wage rate of an employee in the industry who, at any time prior or subsequent to the date this Agreement comes into operation, was or may be paid wages at a rate higher than the minimum rate provided in this section, and such employee shall continue to be paid and be entitled to receive wages at a rate not lower than such higher rate as if such higher rate were the minimum rate in respect of that employee.

This provision shall also apply in the event of the employee subsequently obtaining employment with another employer.

(4) Notwithstanding anything to the contrary contained in this Agreement, the increases to which a learner may become entitled by reason of the length of his experience shall become payable on the first pay-day of each quarter, provided that the minimum wages to which a learner is entitled in any quarter shall be based upon his experience computed at the end of the preceding quarter, and provided further that if any employee has been in employment for six weeks or more in any quarter he shall, for the purpose of computing his experience, be deemed to have been in employment for a period of thirteen weeks in that quarter; and if he has been in employment in any quarter for less than six weeks, he shall, for the purpose of computing his experience, be deemed not to have been employed at all in that quarter.

5. TASK-WORK AND PIECE-WORK.

No employee shall be employed on task-work or piece-work in any establishment.

6. SHORT-TIME.

(1) When it is intended to introduce short-time in any one week a notice stating that fact and the date from which it is so intended shall be prominently displayed in the establishment concerned not later than 2 p.m. on the day before the date mentioned in the notice.

(2) When it is intended to introduce short-time for a continuous period of two days or more written notification of the intention to do so, the date on which short-time is to commence and the probable duration of such short-time, shall be given to the Council at the same time as the notice required in terms of sub-section (1) hereof is displayed for the information of the employees.

(3) Where short-time has been introduced in any establishment an employee who attends at the establishment on any day shall, unless he has prior to such day received notice that his services will not be required on that day, be employed for at least the morning work-period for such day or be paid wages in lieu thereof.

(4) Where short-time is being worked in any establishment the work shall be distributed as evenly as possible amongst the employees in each of the sections or departments concerned.

7. PAYMENT OF WAGES AND OVERTIME RATES.

(1) Subject to the provisions of sub-section (5) of section 15 and of section 8 of this Agreement, wages and other amounts due to an employee shall be paid in cash weekly, and not later than fifteen minutes after an employee finishes work for the day on Friday or Saturday, whichever is the ordinary pay-day of the establishment concerned: Provided that where an employee's services do not terminate on the ordinary pay-day of the establishment concerned, any amounts due to him shall be paid immediately upon such termination: And provided further that when an employee is not required to work on a Saturday or is working short-time, payments in terms of this sub-section shall be made not later than fifteen minutes after the employee finishes work for the week.

(2) Wages shall be paid in sealed envelopes or other suitable sealed containers and shall be accompanied in each case by a written statement, either imprinted on an envelope or placed where necessary in any other container used, which shall be retained by the employee and shall show—

(a) the rate of pay of the employee;
(b) the cost of living allowance of the employee;
(c) the week for which payment is being made;
(d) the ordinary time and overtime worked in that week;
(e) the payment due in respect of the ordinary time and overtime worked in that week;
(f) details of deductions made by the employer;
(g) the actual amount paid to the employee.

(vi) JEUGDIGE ARBEIDER.

Met ingang van die datum van inwerkingtreding van hierdie Ooreenkoms.	*As die prysindeks* 1282 *bereik.*
Niks.....	4d. per week meer as die weeklikse lewenskostetoelae wat hy ontvang, of geregtig sou wees om te ontvang, vir die week voordat die verhoogde lewenskostetoelae verskuldig is.

(c) Die toelaes wat kragtens hierdie subartikel betaalbaar is, sluit in enige toelae wat kragtens Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig, of gewysig mag word, betaalbaar is en indien die toelae betaalbaar kragtens hierdie subartikel te enige tyd minder gunstig is as die toelae kragtens die genoemde Oorlogsmaatreël en enige wysigings daarvan, moet laasgenoemde toelae betaal word.

(3) Niks in hierdie Ooreenkoms het die uitwerking om van 'n werknemer in die nywerheid wat te enige tyd voor, of sedert, die datum waarop hierdie Ooreenkoms in werking tree hoër lone betaal is, of betaal kan word, as die minimum loon wat in hierdie artikel vasgestel is, die loonskaal te verminder nie en sodanige werknemer is geregtig tot en moet verder lone betaal word van minstens sodanige hoër loon, asof 'sodanige' hoër loonskaal die minimum loonskaal ten opsigte van daardie werknemer is.

Hierdie bepaling is ook van toepassing ingeval die werknemer daarna by 'n ander werkgewer werk kry.

(4) Ondanks enige teenstrydige bepaling in hierdie Ooreenkoms vervat, is die verhogings, waartoe 'n leerling geregtig mag word kragtens die duur van sy ervaring, op die eerste betaaldag van elke kwartaal betaalbaar, met dien verstande dat die minimum loon waartoe 'n leerling in enige kwartaal geregtig is, gebaseer moet word op sy ervaring soos bereken aan die end van die voorafgaande kwartaal en verder met dien verstande dat as enige werknemer vir ses weke, of meer, in enige kwartaal in diens was, dit vir doeleindes van berekening van sy ervaring beskou moet word dat hy vir 'n tydperk van dertien weke in daardie kwartaal in diens was en as hy in enige kwartaal vir minder as ses weke in diens was, dit vir doeleindes van berekening van sy ervaring beskou moet word dat hy gladnie in daardie kwartaal in diens was nie.

5. TAAK- EN STUKWERK.

Geen werknemer mag in enige inrigting taak- of stukwerk verrig nie.

6. KORTTYD.

(1) Indien die voorneme bestaan om in enige week korttyd in te voer, moet 'n kennisgewing met vermelding van daardie feit en die datum waarop dit in werking sal tree, op 'n opvallende plek in die betrokke inrigting vertoon word en wel voor 2 nm. op die dag voor die datum wat in die kennisgewing genoem word.

(2) Indien die voorneme bestaan om vir 'n ononderbroke tydperk van twee, of meer, dae korttyd te werk, moet van die voorneme om dit te doen, die datum waarop korttyd sal begin en die waarskynlike duur van sodanige korttyd, skriftelik kennis gegee word aan die Raad tegelyk met die vertoning van die kennisgewing vir inligting van die werknemers, soos vereis kragtens subartikel (1) hiervan.

(3) Indien in enige inrigting korttyd ingevoer word, moet 'n werknemer wat op enige dag by die inrigting opdaag, tensy hy voor sodanige dag kennis gekry het dat sy dienste op sodanige dag nie nodig sal wees nie, vir minstens die môre-werktydperk van daardie dag werk, of in plaas daarvan loon betaal word.

(4) Ingeval in enige inrigting korttyd gewerk word, moet die werk so eweredig moontlik tussen die werknemers in elkeen van die betrokke onderafdelings, of departemente, verdeel word.

7. BETALING VAN LONE EN OORTYDLONE.

(1) Onderworpe aan die bepalings van subartikel (5) van artikel 15 en van artikel 8 van hierdie Ooreenkoms, moet lone en alle ander bedrae aan 'n werknemer verskuldig, weekliks op Vrydag, of Saterdag, watter dag ook al die gewone betaaldag van die betrokke inrigting is, kontant betaal word nie later nie as vyftien minute nadat 'n werknemer vir daardie dag sy werk staak nie; met dien verstande dat waar 'n werknemer se diens nie op die gewone betaaldag van die betrokke inrigting eindig nie, enige bedrae aan hom verskuldig onmiddellik by sodanige beëindiging betaal moet word; en verder met dien verstande dat as van 'n werknemer nie verlang word om op 'n Saterdag te werk nie, of as hy korttyd werk, betaling kragtens hierdie subartikel nie later as vyftien minute nadat die werknemer se werk vir die week opgehou gedoen moet word nie.

(2) Lone moet in geslote koeverte, of ander geskikte houers, betaal word en moet in elke geval vergesel wees van 'n skriftelike opgawe, hetsy in die vorm van 'n gedrukte koevert, of, waar nodig, in enige houer wat gebruik word, ingesluit wat deur die werknemer gehou moet word en onderstaande moet aangee:—

(a) Die loonskaal van die werknemer;
(b) die lewenskostetoelae van die werknemer;
(c) die week waarvoor betaling geskied;
(d) die gewone tyd en oortyd wat in daardie week gewerk is;
(e) die betaling verskuldig ten opsigte van die gewone tyd en oortyd wat in daardie week gewerk is;
(f) besonderhede van kortings deur die werkgewer afgetrek;
(g) die werklike bedrag wat aan die werknemer betaal is.

(3) No deductions of any description shall be made from amounts due to an employee provided that—

(*a*) subject to the provisions of section 8 of this Agreement where an employee is absent from work a pro rata amount for the actual time lost may be deducted;

(*b*) where short-time has been introduced the employees may be paid for actual time worked;

(*c*) subject to the provisions of section 14 of this Agreement where an employer closes his establishment for a period not exceeding four weeks in all during the months of December and/or January, due to holiday recess, the employer shall not be obliged to pay wages for the time lost;

(*d*) where an employer supplies the employees with tea or some other beverage he may deduct sixpence per week from the wages of his employees;

(*e*) with the written consent of the employee deductions may be made by an employer for insurance or pension funds or for contributions to the funds of the trade union or for dental plates and other dental work not otherwise provided for;

(*f*) contributions to Council funds shall be deducted in terms of section 21 of this Agreement;

(*g*) contributions to the Sick Benefit Fund shall be deducted in terms of section 22 of this Agreement;

(*h*) if, owing to the stoppage of machinery, no work is available for an employee, deductions may be made by the employer from the wage of such employee only for time lost in excess of two hours;

(*i*) any amount which is paid by an employer on behalf of an employee when compelled thereto by any law, Ordinance or legal process, may be deducted.

(4) Subject to the provisions of section 8 and notwithstanding the provisions of sub-section (3) of this section, an employer may close his establishment on any holiday not mentioned in section 14 (8) and in that event shall not be obliged to pay wages in respect of any such day, provided that he has notified his employees by notice posted in a prominent place in his establishment at least 24 hours before the usual starting time of his intention to close the establishment on such day, and this shall not be considered as short-time for the purposes of section 15 (1) (*d*).

8. Employees Employed on Monthly Contracts of Service.

Notwithstanding anything to the contrary contained in this Agreement the following provisions shall operate in respect of employees employed on a monthly contract of service in shops:—

(*a*) Wages and other amounts due to an employee shall be paid in cash monthly and not later than fifteen minutes after the employee finishes work on the last day of the month: Provided that where the employee's services do not terminate on the last day of the month, any amounts due to him shall be paid immediately upon such termination; and provided further that where the employee is working short time, payment in terms of this sub-section shall be made not later than fifteen minutes after the employee finishes work for the month.

(*b*) (i) An employee or his employer shall give not less than two weeks' notice to terminate the contract of employment: Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient, or any agreement between an employee and employer which provides for a period of notice of equal duration on both sides and for longer than two weeks, in which event such longer period of notice shall be given.

(ii) The notice referred to in sub-clause (i) hereof shall not run concurrently with, nor shall notice be given during the employee's absence on annual leave in terms of section 14 or sick leave in terms of sub-section (*d*) of this section.

(iii) The notice referred to in sub-clause (i) hereof shall be so given as to take effect from the 1st or 15th day of the month.

(*c*) The trial period referred to in section 15 (1) (*e*) of this Agreement shall be not longer than two weeks, commencing from the date of employment of the employee.

(*d*) An employee who has completed three months' employment with the same employer and who is absent from work through sickness or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the equivalent of the weekly remuneration which the employee was receiving immediately prior to the date on which he became sick, divided by six for each day of such absence not exceeding twelve working days in the aggregate in any one year of employment calculated from the date on which the employee entered his employer's service: Provided that the employer may—

(i) require his employee to produce a medical certificate in respect of any absence in excess of three days in proof of such sickness or accident;

(ii) deduct the amount of any compensation payable under the provisions of the Workmen's Compensation Act, 1941, in respect of such sickness or accident;

(3) Geen bedrag van watter aard ook, kan van bedrae aan werknemers verskuldig, afgetrek word nie; met dien verstande dat—

(*a*) onderworpe aan die bepalings van artikel 8 van hierdie Ooreenkoms, 'n *pro rata* bedrag afgetrek kan word, vir die tyd werklik verloor as 'n werknemer van werk afwesig is;

(*b*) wannneer korttyd ingevoer is, werknemers vir die werklike tyd wat hulle gewerk het betaal kan word;

(*c*) onderworpe aan artikel 14 van hierdie Ooreenkoms, as 'n werkgewer sy inrigting vir 'n tydperk van hoogstens totaal vier weke gedurende die maande Desember en/of Januarie vir verlof sluit, die werkgewer nie verplig is om lone vir die verlore tyd te betaal nie;

(*d*) as 'n werkgewer die werknemers van tee voorsien, hy van die lone van sy werknemers ses pennies per week kan aftrek;

(*e*) met skriftelike toestemming van die werknemer kortings deur 'n werkgewer afgetrek kan word vir versekerings-, of pensioenfondse, of vir bydraes aan die fondse van die vakvereniging, of vir verhemelteplate en ander tandheelkundige werk waarvoor nie andersins voorsiening gemaak is nie;

(*f*) bydraes aan raadsfondse ingevolge artikel 21 van hierdie Ooreenkoms afgetrek moet word;

(*g*) bydraes aan die siekte-bystandsfonds ingevolge artikel 22 van hierdie Ooreenkoms afgetrek moet word;

(*h*) indien daar, weens stilstand van masjinerie, geen werk vir 'n werknemer te doen is nie, die werkgewer slegs vir verlore tyd van meer as twee uur kortings van die loon van sodanige werknemer kan aftrek.

(*i*) enige bedrag wat 'n werkgewer ten behoewe van 'n werknemer betaal ingevolge 'n verpligting hom opgelê deur enige wet, ordonnansie, of regsgeding, afgetrek kan word;

(4) Behoudens die bepalings van artikel 8 en ondanks die bepalings van subartikel (3) van hierdie artikel, kan 'n werkgewer sy inrigting sluit op enige vakansiedag nie in artikel 14 (8) genoem nie en is hy in daardie geval nie verplig om lone ten opsigte van enige sodanige dag te betaal nie: met dien verstande dat hy, deur middel van 'n kennisgewing wat op 'n opvallende plek in sy inrigting vertoon is, minstens 24 uur voor die gewone begintyd sy werknemers van sy voorneme om die inrigting op sodanige dag te sluit in kennis gestel het, en dit word nie vir doeleindes van artikel 15 (1) (*d*) as korttyd gereken nie.

8. Werknemers in diens op maandelikse dienskontrakte.

(1) Ondanks enige teenstrydige bepaling in hierdie Ooreenkoms vervat, is onderstaande bepalings van toepassing ten opsigte van werknemers wat op 'n maandelikse kontrak in winkels in diens is:—

(*a*) Lone en ander bedrae aan 'n werknemer verskuldig, moet maandeliks in kontant betaal word en nie later as vyftien minute nadat die werknemer op die laaste dag van die maand met werk ophou nie; met dien verstande dat as die werknemer se dienste nie op die laaste dag van die maand eindig nie, enige bedrae aan hom verskuldig onmiddellik by sodanige beëindiging betaal moet word en verder met dien verstande dat as die werknemer korttyd werk, betaling ingevolge hierdie subartikel nie later as vyftien minute nadat die werknemer vir die maand ophou om te werk, moet geskied nie.

(*b*) (i) 'n Werknemer, of sy werkgewer, moet minstens twee weke kennis van diensopsegging gee: met dien verstande dat dit nie 'n werknemer, of 'n werkgewer, se reg raak om die diens sonder kennisgewing te beëindig nie vir enige rede wat by wet as voldoende erken word, of enige ooreenkoms tussen 'n werknemer en werkgewer wat voorsiening maak vir 'n termyn van diensopsegging van gelyke duur van weerskante en vir langer as twee weke in welke geval so'n langer termyn van diensopsegging nagekom moet word.

(ii) Die kennisgewing genoem in subklousule (1) hiervan moet nie gelyktydig loop, of gegee, word met die werknemer se afwesigheid op jaarlikse verlof kragtens artikel 14, of siekteverlof kragtens subartikel (*d*) van hierdie artikel nie.

(iii) Die kennisgewing genoem in subklousule (i) hiervan moet so gegee word dat dit op die 1ste of 15de dag van die maand ingaan.

(*c*) Die proeftyd genoem in artikel 15 (1) (*e*) van hierdie Ooreenkoms mag nie langer as twee weke, gereken van die datum van die werknemer se indiensneming, wees nie.

(*d*) 'n Werknemer wat drie maande diens by dieselfde werkgewer voltooi het, en wat van werk afwesig is as gevolg van siekte, of ongeluk, nie deur sy eie nalatigheid, of wangedrag, veroorsaak nie, moet minstens die ekwivalent van die weeklikse besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop hy siek geword het, gedeel deur ses ontvang vir elke dag van so'n afwesigheid van in totaal nie meer as twaalf dae in enige diensjaar nie, gereken van die datum waarop die werknemer by die werkgewer in diens gekom het; met dien verstande dat die werkgewer—

(i) van sy werknemer kan eis om ten opsigte van enige afwesigheid van meer as drie dae 'n mediese sertifikaat as bewys van sodanige siekte, of ongeluk, voor te lê;

(ii) die bedrag van enige skadeloosstelling ten opsigte van sodanige siekte of ongeluk, betaalbaar kragtens die bepalings van die Ongevallewet, 1941, kan aftrek;

(iii) deduct any amount paid for medical and/or hospital treatment under the provisions of any Masters' and Servants' Law arising out of such sickness or accident.

(e) An employer shall not levy any fines against his employee nor shall he make any deduction from his employee's remuneration other than the following:—

(i) With the written consent of his employee, deductions for holiday, sick, insurance, provident and/or pension funds or trade union subscriptions;

(ii) contributions to Council Funds and to the Sick Benefit Fund shall be deducted in terms of sections 21 and 22 of this Agreement;

(iii) subject to the provisions of sub-section (d) hereof when an employee absents himself from work, a deduction proportionate to the period of such absence;

(iv) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;

(v) with the written consent of his employee, a deduction of any amount due to an employer for goods purchased from him by his employee: Provided that no employer shall require his employee to purchase any goods from him or from any shop or person nominated by him.

(f) No deduction shall be made from an employee's wages for public holidays on which the employee does not work, and the provisions of section 10 (4) of this Agreement shall not apply.

(g) Employees shall not be entitled to receive extra pay in respect of the paid holidays as provided in section 14 (9), (10), (11) and (12) of this Agreement.

(h) The weekly equivalent of the remuneration payable to an employee shall be calculated by dividing the monthly remuneration by four and one-third.

9. Hours of Work.

(1) Subject to the provisions of section 10 of this Agreement no employer shall require or permit an employee—

(a) to work for more than forty-six hours, excluding meal-times, in any one week;

(b) to work on Sundays;

(c) to work for more than eight and a half hours in any one day, provided that in any establishment in which the employees do not ordinarily work on more than five days in the week, an employee may on any workday be required or permitted to work for an additional period not exceeding three quarters of an hour;

(d) 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;

(e) to work before 7.30 a.m., or after 6 p.m., or during the rest intervals provided in this section or during the lunch-hour on any day from Monday to Friday, inclusive, or after 1 p.m., on Saturday: Provided that a shop may require its employees to work on Saturday afternoon, in which case the employees shall not be required or permitted to work later than 12 noon on Wednesday.

(2) Notwithstanding the provisions of sub-section (1) of this section, an employer may require or permit an employee to work overtime, subject to the provisions of section 10: Provided that no employer shall require or permit a female to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours, for more than one hour on any day unless he has—

(i) given notice thereof to such employee before midday on that day; or

(ii) provided such employee with an adequate meal before midday on that day; or

(iii) paid such employee an allowance of not less than 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) Rest intervals of not less than ten minutes, during which no work shall be performed, shall be allowed to each employee at as nearly as practicable in the middle of each morning and afternoon work-period, and such intervals shall be regarded as time worked. Utensils and boiling water for making beverages shall be provided by the employer and shall be made available to the employees at the commencement of each rest interval and also at lunch-time.

10. Overtime.

(1) Overtime, that is, time worked, outside the ordinary working hours specified in clause 9 (1) hereof may not be worked except with the written permission of the Council.

Payment for the overtime shall be made at the following minimum rates:—

(a) At the rate of one and one-half times the hourly wage for each hour or part of an hour so worked on weekdays, including Saturdays: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted;

(iii) enige bedrag vir mediese en/of hospitaaldienste wat ten opsigte van sodanige siekte, of geval, kragtens die bepalings van die Heere en Diensbodes Wet betaal is, kan aftrek.

(e) 'n Werkgewer kan geen boetes van sy werknemer hef nog enige ander as onderstaande kortings van sy werknemer se besoldiging aftrek nie:—

(i) Met skriftelike toestemming van sy werknemer, kortings vir verlof-, siekte-, versekerings-, voorsorg- en/of pensioenfondse, of vakverenigingledegelde;

(ii) bydraes aan die raadsfondse en siektebystandsfonds word kragtens artikels 21 en 22 van hierdie Ooreenkoms afgetrek;

(iii) onderworpe aan die bepalings van subartikel (d) hiervan, wanneer 'n werknemer van sy werk wegbly, 'n korting eweredig aan die duur van sodanige afwesigheid;

(iv) 'n korting van enige bedrag wat 'n werkgewer kragtens enige wet, of bevel van 'n bevoegde hof verplig, of verloof, is om af te trek;

(v) met die skriftelike toestemming van sy werknemer, 'n korting van enige bedrag aan die werkgewer verskuldig vir goedere deur sy werknemer van die werkgewer gekoop; met dien verstande dat geen werkgewer van sy werknemer kan eis om enige goedere van hom, of van enige winkel, of persoon deur hom aangewys, te koop nie.

(f) Vir publieke vakansiedae waarop die werknemer nie werk nie, kan geen kortings van 'n werknemer se loon afgetrek word en is die bepalings van artikel 10 (4) van hierdie Ooreenkoms nie van toepassing nie.

(g) Werknemers is nie tot ekstra betaling ten opsigte van die betaalde vakansiedag, soos bepaal in artikel 14 (9), (10), (11) en (12) van hierdie Ooreenkoms, geregtig nie.

(h) Die weeklikse ekwivalent van die besoldiging aan 'n werknemer betaalbaar, moet bereken word deur die maandelikse besoldiging deur vier-en-eenderde te deel.

9. Werkure.

(1) Behoudens die bepalings van artikel 10 van hierdie Ooreenkoms, kan geen werkgewer van 'n werknemer eis, of hom toelaat, om—

(a) in enige week meer as ses-en-veertig uur, met uitsluiting van etensure, te werk nie;

(b) om op Sondag te werk nie;

(c) om op enige dag meer as ag-en-'n-half uur te werk nie; met dien verstande dat in enige inrigting waarin die werknemers gewoonlik nie op meer as vyf dae per week werk nie, 'n werknemer op enige werkdag verplig of toegelaat, kan word om vir 'n bykomstige tydperk van hoogstens drie kwartier te werk;

(d) om 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke tussenpoos van minstens een uur te werk nie; met dien verstande dat vir doeleindes van hierdie paragraaf, werktydperke onderbreek deur 'n tussenpoos van minder as een uur as aaneenlopend beskou word;

(e) om voor 7.30 vm., of na 6 nm., of gedurende die rustye bepaal in hierdie artikel, gedurende die middagetenstyd op enige dag van Maandag tot en met Vrydag, of na 1 nm. op Saterdag te werk nie; met dien verstande dat 'n winkel van sy werknemers kan verlang om op Saterdagmiddag te werk, in welke geval van die werknemer nie geëis, of hom toegelaat, kan word om na 12 uur middag op Woensdag te werk nie.

(2) Ondanks die bepalings van subartikel (1) van hierdie artikel, kan 'n werkgewer van sy werknemer eis, of hom toelaat, om oortyd te werk onderworpe aan die bepalings van atikel 10; met dien verstande dat geen werkgewer van 'n vroulike werknemer kan eis, of haar mag toelaat, om oortyd te werk nie—

(a) vir meer as twee uur op enige dag;

(b) op meer as drie opeenvolgende dae;

(c) op meer as sestig dae in enige jaar;

(d) na voltooiing van haar gewone werkure vir meer as een uur op enige dag, tensy hy—

(i) sodanige werknemer voor middag op daardie dag daarvan in kennis gestel het; of

(ii) sodanige werknemer van 'n behoorlike ete voorsien het voor sy met oortyd moet begin; of

(iii) sodanige werknemer betyds 'n toelae van minstens 1s. 6d. betaal het om die werknemer in staat te stel om 'n ete te verkry voor die oortyd moet begin.

(3) Rustye van minstens tien minute, waarin geen werk verrig mag word nie, moet aan elke werknemer toegestaan word so na as moontlik aan die middel van elke more- en namiddagwerktydperk en sodanige tussenposes word as tyd gewerk beskou. Gereedskap en kookwater om tee te maak, moet deur die werkgewer verskaf en vir die werknemers beskikbaar gestel word aan die begin van elke rustydperk asook met middagete.

10. Oortyd.

(1) Oortyd, dit wil sê, tyd gewerk buite die gewone werkure soos voorgeskryf in klousule 9 (1) hiervan, mag nie gewerk word nie, behalwe met skriftelike toestemming van die Raad.

Betaling vir die oortyd moet teen onderstaande minimum skale gedoen word:—

(a) Teen anderhalfmaal die uurloon vir elke uur, of deel van 'n uur, aldus gewerk op weekdae met inbegrip van Saterdag; met dien verstande dat as oortyd bereken op 'n daelikse basis verskil van die bereken op 'n weeklikse basis, die gunstigste basis vir die werknemer aangeneem moet word;

(*b*) at double a full day's wage for any time worked on a Sunday.

(2) No employee shall be required to work overtime without his consent.

(3) No employee shall be dismissed or prejudiced in his employment by reason of his refusal to work overtime.

(4) Notwithstanding the provisions of this section and subject to the consent of the Council, an employer may, in order to make up time lost through not working on a public holiday [other than those referred to in section 14 (8) of this Agreement] permit his employees to work overtime on any day (not being a Sunday) prior or subsequent to such public holiday at ordinary rates of pay.

11. Outwork.

No employer in the industry shall give out work to be manufactured except in a workshop registered in terms of section 13 of this Agreement, nor shall he require or permit any employee to perform any work in the Millinery Industry elsewhere than in an establishment provided, equipped, maintained and controlled by the employer.

12. Proportion or Ratio of Employees.

(1) One qualified milliner shall be employed before an improver or learner may be employed in any establishment.

(2) For every learner employed in any establishment, at least one improver and one milliner shall be employed, and for every improver that is employed, at least one milliner shall be employed.

(3) Every employer shall submit to the Secretary of the Council by the 15th day of each month a list showing the names of all employees, the work on which they are employed and their rates of pay.

(4) For the purposes of this section, a milliner shall mean any employee whose remuneration exclusive of cost of living allowance is not less than £3. 10s. per week, an improver shall mean any employee who is earning the wages of an improver as provided in section 4 (1) of this Agreement, and a learner shall mean any employee who is earning the wages of a learner as provided in section 4 (1) of this Agreement.

13. Registration of Workshop.

Every occupier of a workshop shall, within one month from the date on which this Agreement comes into operation, if he has not already done so pursuant to any previous Agreement, and every person who becomes an employer after that date shall, within one month from the date of commencement of operations by him, notify the Secretary of the Council in writing of the address of the premises in which such workshop is located, the names of the partners of the concern, or if a limited liability company, the names of the secretary or directors. The Secretary of the Council shall thereupon issue to the occupier a workshop registration certificate signed by him. No operation in the millinery industry shall be performed elsewhere than in a workshop registered in terms of this section.

In the event of a change in the personnel of the partnership or firm, or the change of address of the workshop, such change and/or changes shall be notified to the Secretary of the Council within two weeks from the date of change.

14. Holiday Leave.

(1) Every employer shall grant in the month of December of each year, as from the last pay-day of the establishment for the year, to each of his employees who has been in his employ from any date prior to the first day of February of the same year, two weeks' holiday leave on full pay: Provided that any such employee shall be entitled to take his leave before the last pay-day of the establishment for the year, but after the 1st December, and in such event the employer may deduct from the pay due to the employee in respect of holiday leave a sum not exceeding one shilling per week in respect of the period from the date on which the holiday commences until the last pay-day of the establishment for the year.

(2) The holiday pay due in terms of sub-section (1) of this section shall be paid by the employer not later than the last working day of the employee before the commencement of the period of holiday leave.

(3) An employee who leaves his employment before 1st December but has been in employment for a period of not less than one month with the same employer shall, on termination of his employment, receive one-sixth of his full weekly remuneration in respect of each completed month of employment with that employer.

(4) An employee who is in the employ of an employer on the last pay-day of an establishment in any year, but who commenced work with such employer after the first day of February of such year, shall, provided he shall have worked not less than one month with the same employer, on the said pay-day be paid an amount equal to one-sixth of his full weekly remuneration in respect of each completed month of employment with that employer.

(5) For the purpose of this section, "month of employment" shall mean a calendar month commencing from the date on which the employee commenced work with the employer.

(*b*) teen dubbel die volle dag se loon vir enige tyd gewerk op Sondag.

(2) Van geen werknemer kan geëis word om sonder sy toestemming oortyd te werk nie.

(3) Geen werknemer kan op grond van sy weiering om oortyd te werk, ontslaan, of in sy werk benadeel, word nie.

(4) Ondanks die bepalings van hierdie artikel en onderworpe aan die toestemming van die Raad, kan 'n werkgewer ten einde tyd in te haal wat verloor is deur nie op 'n publieke vakansiedag [behalwe die genoem in artikel 14 (8) van hierdie Ooreenkoms] te werk nie, sy werknemers toelaat om enige dag (behalwe Sondag) voor, of na, sodanige publieke vakansiedag teen gewone loonskale te werk.

11. Buitewerk.

Geen werkgewer in die nywerheid mag werk uitgee om in 'n ander werkwinkel as 'n werkwinkel geregistreer ingevolge artikel 13 van hierdie Ooreenkoms, vervaardig te word nie; ewemin kan hy van 'n werknemer eis, of hom toelaat, om enige werk in die hoedemakerynywerheid elders as in 'n inrigting verskaf, uitgerus, onderhou en beheer deur die werkgewer te verig nie.

12. Getalverhouding van werknemers.

(1) Een gekwalifiseede hoedemaker moet in diens wees alvorens 'n ambagsgesel, of 'n leerling, in enige inrigting in diens geneem kan word.

(2) Vir elke leerling in enige inrigting in diens, moet minstens een ambagsgesel en een hoedemaker in diens wees, en vir elke ambagsgesel in diens, moet minstens een hoedemaker in diens wees.

(3) Elke werkgewer is verplig om aan die Sekretaris van die Raad, uiterlik op die vyftiende dag van elke maand, 'n lys in te dien wat die name van alle werknemers, die werk waarvoor hulle in diens is, en hul loonskale vermeld.

(4) Vir die toepassing van hierdie artikel beteken „hoedemaker", enige werknemer wie se besoldiging sonder lewenskostetoelae minstens £3. 10s. per week is; „ambagsgesel", enige werknemer wat die lone van 'n ambagsgesel verdien soos bepaal in artikel 4 (1) van hierdie Ooreenkoms, en „leerling", enige werknemer wat die lone van 'n leerling, soos bepaal in artikel 4 (1) van hierdie Ooreenkoms, verdien.

13. Registrasie van werkwinkels.

Elke okkupeerder van 'n werkwinkel moet binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, as hy dit nie alreeds gedoen het ingevolge 'n vorige Ooreenkoms nie, en elke persoon wat na daardie datum 'n werkgewer word, moet binne een maand na die datum waarop sy werksaamhede 'n aanvang neem, die Sekretaris van die Raad skriftelik in kennis stel van die adres van die perseel waarin sodanige werkwinkel geleë is, die name van die vennote van die besigheid, of indien dit 'n naamlose vennootskap is, die name van die Sekretaris, of direkteure. Die Sekretaris van die Raad moet dan 'n werkwinkelregistrasiesertifikaat, deur hom onderteken, aan die okkupeerder uitreik. Vervaardiging van hoede mag alleen geskied in 'n werkwinkel geregistreer ingevolge hierdie artikel.

Ingeval van 'n verandering in die personeel van die vennootskap, of firma, of die verandering van adres van die werkwinkel, moet sodanige verandering en/of veranderings binne twee weke na die datum van verandering aan die Sekretaris van die Raad meegedeel word.

14. Vakansieverlof.

(1) Elke werkgewer moet elke jaar gedurende die maand Desember, met ingang van die laaste betaaldag van die inrigting vir die jaar, aan elkeen van sy werknemers wat in sy diens was van enige datum voor die eerste dag van Februarie van dieselfde jaar, twee weke vakansieverlof met volle betaling toestaan; met dien verstande dat enige sodanige werknemer geregtig is om sy verlof voor die laaste betaaldag van die inrigting vir die jaar, maar na 1 Desember te neem, en in sodanige geval kan die werkgewer van die betaling verskuldig aan die werknemer ten opsigte van vakansieverlof 'n bedrag aftrek van minstens een sjieling per week ten opsigte van die tydperk van die datum waarop die vakansie begin tot die laaste betaaldag van die inrigting vir die jaar.

(2) Die verlofbetaling verskuldig ingevolge subartikel (1) van hierdie artikel, moet deur die werkgewer voor, of op, die laaste werkdag van die werknemer voor die aanvang van die tydperk van vakansieverlof betaal word.

(3) 'n Werknemer wat sy diens voor 1 Desember verlaat, maar wat 'n tydperk van minstens een maand by dieselfde werkgewer in diens was, moet by sy diensbeëindiging sy volle loon vir een dag ten opsigte van elke voltooide maand diens by daardie werkgewer ontvang.

(4) 'n Werknemer wat in enige jaar op die laaste betaaldag van 'n inrigting by 'n werkgewer in diens is, maar wat na 1 Februarie van sodanige jaar met werk by sodanige werkgewer begin het, moet, met dien verstande dat hy minstens een maand by dieselfde werkgewer gewerk het, op genoemde betaaldag 'n bedrag gelyk aan sy volle loon vir een dag ten opsigte van elke voltooide maand dien by daardie werkgewer ontvang.

(5) Vir toepassing van hierdie artikel, beteken „maand diens", 'n kalendermaand met ingang van die datum waarop die werknemer vir die werkgewer begin werk het.

(6) The payment in respect of holiday leave due in terms of this section shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(7) For the purposes of this section "last pay-day of the establishment for the year" shall mean 24th December.

(8) Every employer shall grant to each of his employees New Year's Day, Good Friday, Easter Monday, May Day (1st May), Dingaan's Day (16th December) and Christmas Day as paid holidays and no employer shall employ an employee and no employee shall work on any one of these days.

(9) When any one of these paid holidays falls on a Saturday or a Sunday, employees shall be paid a full day's pay in respect of such day.

(10) In the event of an employer closing his factory for a period which includes Dingaan's Day, Christmas Day and New Year's Day such employer shall pay to each of his employees in his employ on the date he so closes his factory a full day's pay in respect of each such day.

(11) An employee who gives or receives notice to terminate his service on or after 1st December of any year shall be paid a full day's pay in respect of each of the paid holidays Dingaan's Day, Christmas Day and New Year's Day: Provided that this shall not apply in the case of an employee who is dismissed on the grounds of misconduct or who has commenced employment with the employer later than 1st July of that year.

(12) Any employer may, for reasons he may consider desirable, close his establishment for a period not exceeding three days in all, not necessarily consecutive, during the months of September and/or October in each year. If an employer closes his establishment as aforesaid for one day only, then that day shall be deemed to be a paid holiday; if he closes for more than one day then only one of such days shall be deemed to be a paid holiday.

If an employer does not close his establishment for any of the three days aforesaid he shall pay to each of his employees one extra day's pay on the first pay-day of the month of October.

(13) For the purpose of this section "day's pay" shall mean the wages usually paid in each particular establishment in respect of the hours constituting a full day's work.

(14) The provisions of sub-sections (1) to (4) and (7) to (11) of this section shall not apply in respect of employees employed in shops. The following provisions shall apply in respect of such employees and their employers:—

(i) The period of annual leave to which an employee is entitled shall be—

(*a*) in the case of an employee who has completed one years' employment with the same employer, fifteen consecutive working days; and

(*b*) in the case of an employee who has completed two or more consecutive years' employment with the same employer, eighteen consecutive working days: Provided that where an employer and employee agree such leave need not be consecutive;

Provided further, that if any public holiday falls within the period of such leave such holiday shall be added to the said period as a further period of leave of absence with pay.

(ii) The leave to which an employee is entitled in terms of sub-section (i) shall be granted at a time to be fixed by the employer but not later than two months after the completion of the year of employment in respect of which it has accrued.

(iii) The leave due to an employee in terms of sub-section (i) hereof shall be on full pay, and the amount due in respect thereof shall, in all cases, be paid before the date of commencement of the leave.

(iv) In lieu of the leave referred to in sub-section (i) a labourer may if the employer and employee agree, be paid an amount not less than the amount due to him in respect of such leave.

(v) An employee whose contract of employment terminates—

(*a*) in the first year of employment with the same employer, after the completion of one month's employment but before the completion of such year;

(*b*) in any subsequent year of employment with the same employer but before the completion of such year,

shall, upon such termination be paid in respect of each completed month of employment of the said incompleted year an amount not less than, in the case of an employee entitled to fifteen days' leave per annum, 1¼ days' pay, and in the case of an employee entitled to eighteen days' leave per annum, 1½ days' pay.

(vi) An employee who has become entitled to a period of leave in terms of sub-section (i) and whose employment terminates before such leave has been granted shall, upon termination, be paid in respect of each week or part of a week of such leave an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination or a pro rata part thereof.

(vii) In addition to the leave prescribed in sub-section (i) hereof an employee shall be entitled to and be granted leave on all public holidays, and shall be paid in respect of each such holiday not less than one-sixth of the weekly remuneration which the employee was receiving immediately prior to the date of such public holiday.

(6) Die betaling ten opsigte van vakansieverlof, verskuldig kragtens hierdie artikel, moet bereken word teen die skaal van besoldiging wat 'n werknemer ontvang onmiddellik voor die datum waarop die verlof verskuldig geword het, of, na gelang van die geval, sy diens beëindig is.

(7) Vir die toepassing van hierdie artikel beteken: „laaste betaaldag van die inrigting vir die jaar", 24 Desember.

(8) Elke werkgewer moet aan elkeen van sy werknemers Nuwejaarsdag, Goeie Vrydag, Paasmaandag, Meidag (1 Mei), Dingaansdag (16 Desember) en Kersdag as vakansiedae met betaling toestaan en op enige van hierdie dae mag geen werkgewer 'n werknemer laat werk en geen werknemer werk nie.

(9) As enige van hierdie vakansiedae met betaling op Saterdag, of Sondag, val, moet werknemers 'n volle dag se betaling ten opsigte van sodanige dag betaal word.

(10) Ingeval 'n werkgewer sy fabriek vir 'n tydperk sluit waarby Dingaansdag, Kersdag, en Nuwejaarsdag inbegrepe is, moet sodanige werkgewer aan elkeen van sy werknemers in sy diens op die datum waarop hy sy fabriek aldus sluit, 'n volle dag se betaling ten opsigte van elke sodanige dag betaal.

(11) 'n Werknemer wat diens opsê, of kennisgewing van diensbeëindiging ontvang, voor, of op 1 Desember van enige jaar, moet 'n volle dag se betaling ten opsigte van die betaalde vakansiedae: Dingaansdag, Kersdag en Nuwejaarsdag betaal word; met dien verstande dat bostaande nie van toepassing is in die geval van 'n werknemer wat weens wangedrag ontslaan word, of wat na 1 Junie van daardie jaar by die firma in diens getree het nie.

(12) 'n Werkgewer kan, om redes wat hy wenslik ag, sy inrigting sluit vir 'n tydperk van totaal hoogstens drie dae, wat nie noodwendig opeenvolgend is nie, gedurende die maande September en/of Oktober van elke jaar. As 'n werkgewer sy inrigting slegs vir een dag op voornoemde wyse sluit, dan word daardie dag as 'n vakansiedag met betaling beskou; as hy vir meer as een dag sluit, dan word slegs een van sodanige dae as 'n vakansiedag met betaling beskou.

As 'n werkgewer nie sy inrigting op een van die drie genoemde dae sluit nie, moet hy aan elkeen van sy werknemers een bykomende dag se betaling op die eerste betaaldag van die maand Oktober betaal.

(13) Vir die toepassing van hierdie artikel, beteken: „dag se betaling", die lone wat gewoonlik in elke besondere inrigting ten opsigte van die ure wat 'n volle werkdag vorm, betaal word.

(14) Die bepalings van subartikel (1) tot (4) en (7) tot (11) van hierdie artikel is nie ten opsigte van werknemers in winkels in diens van toepassing nie. Die volgende bepalings is op sulke werknemers en hul werkgewers van toepassing:—

(i) Die tydperk van jaarlikse verlof waarop 'n werknemer reg het, is—

(*a*) in die geval van 'n werknemer wat een jaar diens by dieselfde werkgewer voltooi het, vyftien opeenvolgende werkdae; en

(*b*) in die geval van 'n werknemer wat twee, of meer, opeenvolgende jare diens by dieselfde werkgewer voltooi het, agtien opeenvolgende werkdae; met dien verstande dat as 'n werkgewer en werknemer aldus ooreenkom, sulke verlof nie opeenvolgend behoef te wees nie.

(ii) Die verlof waartoe 'n werknemer geregtig is kragtens subartikel (i), moet toegestaan word op 'n tyd wat deur die werknemer bepaal word, maar nie later as twee maande na voltooiing van die jaar diens waarvoor dit verskuldig is nie.

(iii) Die verlof aan 'n werkgewer verskuldig kragtens subartikel (1) hiervan, is met volle betaling en die bedrag ten opsigte daarvan verskuldig, moet in alle gevalle voor die datum waarop die verlof begin, betaal word.

(iv) In plaas van die verlof genoem in subartikel (i), kan 'n arbeider, as die werkgewer en werknemer aldus ooreenkom, 'n bedrag betaal word wat minstens die bedrag is aan hom verskuldig ten opsigte van sodanige verlof.

(v) 'n Werknemer wie se dienskontrak eindig—

(*a*) in die eerste jaar diens by dieselfde werkgewer, na voltooiing van een maand diens, maar voor voltooiing van een jaar diens;

(*b*) in enige daaropvolgende jaar diens by dieselfde werkgewer, maar voor voltooiing van sodanige jaar;

moet by sodanige beëindiging, ten opsigte van elke voltooide maand diens in die genoemde onvoltooide jaar diens, in die geval van 'n werknemer geregtig tot vyftien dae verlof per jaar, 1¼ dag se betaling, en in die geval van 'n werknemer geregtig tot agtien dae verlof per jaar, 1½ dag se betaling, betaal word.

(vi) 'n Werknemer wat geregtig geword het tot 'n tydperk van verlof kragtens subartikel (i) en wie se diens eindig voordat daardie verlof toegestaan is, moet by beëindiging ten opsigte van elke week, of gedeelte van 'n week, van sodanige verlof 'n bedrag van minstens die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige beëindiging ontvang het, of 'n *pro rata* gedeelte daarvan betaal word.

(vii) Benewens die verlof voorgeskryf in subartikel (i) hiervan, is 'n werknemer geregtig tot verlof en dit moet toegestaan word, op alle publieke vakansiedae en moet ten opsigte van elke sodanige publieke vakansiedag, minstens eensesde van die weeklikse besoldiging wat die werknemer onmiddellik voor die datum van sodanige publieke vakansiedag ontvang het, betaal word.

15. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of section 8 and of sub-sections (1) (*d*) and (*e*) of this section, not less than one week's notice in writing to take effect from the usual pay-day of the employee shall be given by an employer or employee to terminate a contract of service, provided this shall not affect—

(*a*) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;

(*b*) any agreement between the employer and employee providing for a longer period of notice then one week, in which case such longer period of notice shall be given; and provided further—

(*c*) an employer may pay an employee wages for and in lieu of the period of notice prescribed or agreed upon in terms of sub-section (1) (*b*);

(*d*) an employee who is working short-time may terminate his employment without giving notice;

(*e*) the period of employment of an employee commencing on the date of engagement and ending on or before the second pay-day subsequent to such engagement shall, unless the contrary is stated in a written agreement, be deemed to be a period of trial, and such employment may be terminated by the employer or employee without notice.

(2) An employee put off during the currency of any period of notice given in terms of sub-section (1) of this section shall receive full pay for such week.

(3) No employer shall dismiss any employee by reason of such employee's absence from work—

(*a*) through illness, the employer having been notified within three days of commencement of such illness: Provided that an employer may require of an employee that he produce a medical certificate in support of such illness when he returns to work;

(*b*) on leave, the permission of the employer having been obtained in writing.

(4) The employment of any employee who absents himself from work for a period of three consecutive working days without notifying his employer in writing of the reasons for his absence may be terminated by the employer without notice as required in terms of sub-section (1).

(5) Whenever an employer terminates the services of an employee in terms of sub-section (4), notice of such termination may be given by notifying the Secretary of the Council in writing. Any such notification to the Council shall be accompanied by the certificate of service which the employer is required to issue to the employee in terms of section 19 (1) and any wages or other amounts due to the employee on such termination, for transmission to the employee on application.

The provisions of this sub-clause shall, *mutatis mutandis*, apply to any termination of employment in terms of sub-section (1).

16. PREMIUMS.

No premium shall be charged or accepted by an employer.

17. EXISTING CONTRACTS.

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

18. RECORDS TO BE KEPT BY EMPLOYERS.

(*a*) Every employer shall at all times keep records showing, in respect of each employee—

(*a*) his name, sex, age (employees over 21 years of age may be recorded as "adult");

(*b*) the nature of the work performed by him;

(*c*) the times at which he commences and ceases work on each day;

(*d*) the times and duration of intervals in his work each day;

(*e*) the total number of ordinary hours worked each day and each week;

(*f*) the total number of overtime hours worked each day and each week;

(*g*) the normal rate of remuneration per week or per month;

(*h*) the cost of living allowance per week or per month;

(*i*) the total rate of payment per week or per month;

(*j*) the actual wages, cost of living allowance and total remuneration paid each week (or month);

(*k*) any additional amounts paid in respect of paid holidays or holiday pay;

(*l*) details of all deductions made from his wages.

(*b*) Every employer shall be required to retain these records for a period of three years subsequent to the occurrence of the events recorded, and these records shall be kept available for inspection at any time within that period.

15. DIENSBEËINDIGING.

(1) Onderworpe aan die bepalings van artikel 8 en van subartikels (1) (*d*) en (*e*) van hierdie artikel, moet 'n werkgewer, of 'n werknemer, minstens een week vantevore, gereken vanaf die gebruiklike betaaldag van die werknemer, skriftelik kennis gee van diensopsegging; met dien verstande dat dit nie raak nie aan—

(*a*) 'n werkgewer, of werknemer, se reg om die dienskontrak sonder opsegging te beëindig om enige goeie rede wat by Wet as voldoende erken word;

(*b*) 'n ooreenkoms tussen die werkgewer en werknemer waarby vir 'n langer diensopseggingstydperk as een week voorsiening gemaak word, in welke geval sodanige langtermyn van diensopsegging gegee moet word;

en verder met dien verstande dat—

(*c*) 'n werkgewer aan 'n werknemer lone kan betaal ten opsigte en in plaas van die diensopseggingstermyn wat voorgeskryf, of wat ingevolge subartikel (1) (*b*) ooreengekom is, na te kom;

(*d*) 'n werknemer wat korttyd werk, sy diens sonder kennisgewing kan beëindig;

(*e*) dit beskou word dat die dienstydperk van 'n werknemer wat op die datum van indiensneming begin en op, of voor, die tweede betaaldag na sodanige indiensneming eindig, tensy by skriftelike ooreenkoms die teenoorgestelde bepaal is, 'n proeftydperk is en dat sodanige diens sonder diensopsegging deur die werkgewer, of die werknemer, beëindig kan word.

(2) 'n Werknemer wat tydelik buite werk gestel word in die loop van 'n diensopseggingstydperk waarvan kennis gegee is ooreenkomstig subartikel (1) van hierdie artikel, moet volle loon vir sodanige week ontvang.

(3) Geen werkgewer kan 'n werknemer ontslaan as gevolg van sodanige werknemer se afwesigheid van werk nie—

(*a*) weens siekte, as die werkgewer binne drie dae van sodanige siekte in kennis gestel is; met dien verstande dat 'n werkgewer van 'n werknemer kan eis om 'n doktersertifikaat ter staving van sodanige siekte in te dien as hy na werk terugkeer;

(*b*) met verlof, waartoe die werkgewer skriftelik sy toestemming verleen het.

(4) Die diens van enige werknemer wat vir 'n tydperk van drie agtereenvolgende werkdae van die werk afwesig is sonder om sy werkgewer skriftelik daarvan in kennis te stel, kan deur die werkgewer sonder kennis, soos in subartikel (1) vereis, beëindig word.

(5) Wanneer 'n werkgewer 'n werknemer afdank ingevolge subartikel (4), kan kennis van sodanige beëindiging aan die Sekretaris van die Raad skriftelik gegee word. Enige sodanige kennisgewing aan die Raad moet vergesel wees van die dienssertifikaat wat die werkgewer verplig is om aan die werknemer uit te reik ingevolge artikel 19 (1) asook enige lone, of ander bedrae, by sodanige beëindiging aan die werknemer verskuldig, vir oorhandiging aan die werknemer op aanvraag.

Die bepalings van hierdie subartikel is *mutatis mutandis* van toepassing op enige diensbeëindiging ingevolge subartikel (1).

16. PREMIES.

'n Werkgewer mag geen premies vorder, of aanneem nie.

17. BESTAANDE KONTRAKTE.

Enige dienskontrak op die datum van inwerkingtreding van hierdie Ooreenkoms van krag, of wat na sodanige datum aangegaan word, is onderworpe aan die bepalings van hierdie Ooreenkoms.

18. AANTEKENINGS WAT DEUR WERKGEWERS GEHOU MOET WORD.

(1) Elke werkgewer moet te alle tye en ten opsigte van elke werknemer onderstaande aantekenings hou:—

(*a*) Sy naam, geslag, ouderdom (werknemers bo 21 jaar oud kan as „volwassenes" aangeteken word);

(*b*) die aard van die werk wat hy verrig;

(*c*) die tye waarop hy op elke dag met werk begin en ophou;

(*d*) die tye en duur van die daelikse tussenposes in sy werk;

(*e*) die totale getal gewone ure elke dag en elke week gewerk;

(*f*) die totale getal oortydure elke dag en elke week gewerk;

(*g*) die normale skaal van besoldiging per week, of per maand;

(*h*) die lewenskostetoelae per week, of per maand;

(*i*) die totale skaal van betaling per week, of per maand;

(*j*) die werklike loon, lewenskostetoelae en totale besoldiging elke week (of maand) betaal;

(*k*) enige bykomende bedrae wat betaal is ten opsigte van vakansies met betaling, of verlofbetaling;

(*l*) besonderhede van alle kortings wat van sy lone afgetrek is.

(2) Elke werknemer is verplig om hierdie aantekenings te behou vir 'n tydperk van drie jaar nadat die aantekenings gemaak is en hierdie aantekenings moet te enige tyd gedurende daardie tydperk vir inspeksie beskikbaar gehou word.

19. Certificates of Service.

(1) Every employer shall issue a certificate of service to every employee on the date of termination of his employment. The Certificate shall be in the form of Annexure "A" to this Agreement. All such certificates issued by each employer shall be numbered consecutively, and shall be signed by the employer or his representative.

(2) Every employer shall retain one copy of each certificate so issued.

(3) Every employer shall, within seven days of the date of issue, forward to the Secretary of the Council one copy of every certificate of service issued by his firm together with a notification of the amount of holiday pay paid to each employee on termination of his employment with the firm.

(4) Where an employee's employment has been terminated in terms of section 15 (4) of this Agreement, the employer shall, within three days, forward the certificate referred to in sub-sections (1) and (3) of this section to the Secretary of the Council.

(5) (*a*) An employer shall, before engaging an applicant for work, require such applicant to produce a certificate of service issued in accordance with the provisions of sub-section (1) of this section or a certificate issued by the Council, which shall be in the form of Annexure "B" to this Agreement.

(*b*) No employer shall permit an applicant for work to commence work before such applicant has produced either a Certificate of Service from his last employer in the industry, or else a certificate issued by the Council stating what experience, if any, the employee has had in the industry and the minimum wage to which he is entitled.

(6) When an employer engages an employee he shall complete an Engagement Form, which shall be in the form of Annexure "C" to this Agreement, in respect of that employee. One copy of this form shall be forwarded to the Secretary of the Council, together with the Certificate brought by the employee, within two weeks from the date of commencement of employment of that employee.

20. Exemptions.

(1) The Council may, on account of old age or infirmity or for any other good or sufficient reason, grant to or in respect of any person exemption from any of the provisions of this Agreement.

(2) The Council shall fix in respect of any person granted exemption under the provisions of sub-section (1) of this section, the conditions subject to which such exemption is granted and the period during which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw any licence of exemption, whether or not the period for which exemption was granted has expired.

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

(*a*) the full name of the person cconcerned;
(*b*) the provisions of the Agreement from which exemption is granted;
(*c*) the conditions fixed in accordance with the provisions of sub-section (2) of this section, subject to which such exemption is granted; and
(*d*) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

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

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

21. Council Funds.

The funds of the Council, which shall be vested in and administered by the Council, shall be provided in the following manner:—

(*a*) On the first pay-day after this Agreement comes into operation and on each pay-day thereafter threepence per week shall be deducted by each employer from the wages of each of his employees for whom minimum wages have been prescribed in this Agreement.

(*b*) The total amount so deducted, together with an equal amount which shall be contributed by the employer, shall be forwarded by the latter to the Secretary of the Council within one week from the date on which the deductions were required to be made, together with a statement showing the names of the employees from whom deductions were made.

22. Sick Benefit Fund.

(1) There is hereby continued a sick benefit fund, established under the Council's previous Agreement, to be known as the Transvaal Millinery Industry Medical Aid Society, in this section referred to as "the fund".

19. Dienssertifikate.

(1) Elke werkgewer moet aan elke werknemer op die datum van sy diensbeëindiging 'n dienssertifikaat uitreik. Die sertifikaat moet in die vorm wees van Aanhangsel „A" van hierdie Ooreenkoms. Alle sodanige sertifikate uitgereik deur elke werkgewer, moet opeenvolgende genommer word en moet deur die werkgewer, of sy verteenwoordiger, onderteken word.

(2) Elke werkgewer moet van elke dienssertifikaat aldus uitgereik, een afskrif behou.

(3) Elke werkgewer moet binne sewe dae na die uitreikingsdatum aan die Sekretaris van die Raad een afskrif van elke dienssertifikaat stuur wat deur sy firma uitgereik is, tesame met 'n kennisgewing van die bedrag van verlofbetaling wat aan elke werknemer by sy diensbeëindiging by die firma betaal is.

(4) As 'n werknemer se diens kragtens artikel 15 (4) van hierdie Ooreenkoms eindig, moet die werkgewer binne drie dae die sertifikate wat ingevolge subartikels (1) en (3) van hierdie artikel uitgereik moet word, aan die Sekretaris van die Raad stuur.

(5) (*a*) 'n Werkgewer moet, voordat hy 'n applikant vir werk in diens neem van sodanige applikant 'n dienssertifikaat vorder wat uitgereik is kragtens die bepalings van subartikel (1) van hierdie artikel, of 'n sertifikaat wat uitgereik is deur die Raad, wat in die vorm van Aanhangsel „B" van hierdie Ooreenkoms moet wees.

(*b*) Geen werkgewer mag 'n applikant vir werk toelaat om met werk te begin voordat sodanige applikant 'n dienssertifikaat van sy laaste werkgewer in die nywerheid, of anders 'n sertifikaat wat deur die Raad uitgereik is, met vermelding van die ervaring indien enige wat die werknemer in die nywerheid gehad het en die minimum loon waarop hy geregtig is, vertoon het nie.

(6) As 'n werkgewer 'n werknemer in diens neem, moet hy ten opsigte van daardie werknemer 'n indiensnemingsvorm invul, wat in die vorm van Aanhangsel „C" van hierdie Ooreenkoms moet wees. Een afskrif van hierdie vorm moet aan die Sekretaris van die Raad gestuur word, tesame met die sertifikaat wat deur die werknemer gebring is en wel binne twee weke na die datum waarop daardie werknemer met diens begin het.

20. Vrystellings.

(1) Die Raad kan van enigeen van die bepalings van hierdie Ooreenkoms aan, of ten opsigte van, enige persoon vrystelling verleen weens hoë ouderdom, of liggaamsgebrek, of enige ander goeie, of voldoende rede.

(2) Die Raad moet ten opsigte van enige persoon aan wie ingevolge die bepalings van subartikel (1) van hierdie artikel vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarvoor sodanige vrystelling van krag bly; met dien verstande dat die Raad na goeddunke, en nadat aan die betrokke persoon een week vooraf skriftelik kennis gegee is, 'n vrystellingsertifikaat kan herroep, of die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie kragtens die bepalings van hierdie artikel vrystelling verleen word, 'n sertifikaat deur hom onderteken, uitreik, waarin vermeld word—

(*a*) die volle naam van die betrokke persoon;
(*b*) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
(*c*) die voorwaardes vasgestel ooreenkomstig die bepalings van subartikel (2) van hierdie artikel, waarop sodanige vrystelling verleen word; en
(*d*) die termyn waarvoor die vrystelling van krag is

(4) Die sekretaris van die Raad moet—

(*a*) alle sertifikate wat uitgereik word in volgorde nommer; en
(*b*) van elke sertifikaat wat uitgereik word 'n afskrif behou; en
(*c*) indien aan 'n werknemer vrystelling verleen word, 'n afskrif van die vrystellingsertifikaat aan die betrokke werkgewer stuur.

(5) Die bepalings van 'n vrystellingsertifikaat ingevolge hierdie artikel moet nagekom word deur elke werkgewer en werknemer.

21. Raadsfondse.

In die fondse van die Raad, wat berus by en geadministreer word deur die Raad, word as volg voorsien:—

(*a*) Op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree, en op elke betaaldag daarna, moet deur elke werkgewer drie pennies afgetrek word van die loon van elkeen van sy werknemers vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is;

(*b*) die totale bedrag aldus afgetrek, tesame met 'n gelyke bedrag wat deur die werkgewers bygedra moet word, moet deur laasgenoemde aan die sekretaris van die Raad gestuur word en wel binne een week na die datum waarop die kortings afgetrek moes word, tesame met 'n staat wat die name van die werknemers van wie kortings afgetrek is, vermeld.

22. Siektebystandsfonds.

(1) Hierby word 'n Siektebystandsfonds voortgesit wat onder die Raad se vorige ooreenkoms ingestel is en bekend staan as die Siektebystandsvereniging vir die Transvaalse Hoedemakerynywerheid en wat in hierdie artikel „die fonds" genoem word.

(2) (*a*) For the purpose of the fund each employer shall, on the first pay-day after this Agreement comes into operation and on each pay-day thereafter, deduct sixpence per week from each of his employees for whom minimum wages are prescribed in this Agreement.

(*b*) To the aggregate amount collected under sub-section (*a*) of this section each employer shall add an equal amount.

(*c*) The total amount collected under (*a*) and (*b*) of this section shall be forwarded to the secretary of the fund by the employer, together with a statement showing the names of the employees from whom the deductions were made, within one week from the date the deductions were required to be made.

(3) Such funds shall be applied to the assistance of employees with the services of a general medical practitioner, with medicine, on the doctor's prescription, and, with sick-pay in the case of illness, and shall be administered by a management committee, appointed by the Council and consisting of two representatives of the employers' organisation and two of the trade union, in accordance with a constitution approved by the Council. Such constitution may be amended at any time by the committee, subject to the approval of the Council.

(4) The Council may, in its discretion, establish sub-committees to administer the business of the fund in any particular area.

(5) Should at any time a dispute arise as to the provisions of the constitution or the administration of the fund in regard to which members of the said committee are equally divided and no agreement arrived at, such dispute shall be referred to an arbitrator agreed upon by them, or failing such agreement, nominated by the Minister for Labour, whose decision shall be final.

(6) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until such fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(7) A copy of the constitution and any amendment thereof shall be lodged with the Secretary of the Council and with the Secretary for Labour, Pretoria.

(8) The Council shall open a banking account for the fund, to which all moneys received by the fund shall be deposited. Withdrawals from the fund shall be made by cheque, signed by the chairman, vice-chairman and the secretary of the fund.

(9) Notwithstanding the provisions of sub-section (8) of this section, the management committee may decide to deposit all moneys received to the account of the Council. In case of such decision, the moneys deposited shall be paid out by cheques signed by the same signatories as sign the cheques of the Council. Separate accounts shall be kept in the Council's books for the fund. The management committee may deposit any surplus the fund may have with a savings bank or building society, and the interest accruing on such deposit shall be paid into the fund.

(10) All administrative expenses shall be a charge upon the fund.

(11) The management committee shall appoint an auditor, who shall be a registered chartered accountant, for the fund and determine his remuneration, which shall be paid out of the fund.

The accounts of the fund shall be audited for the period ending 30th June each year, and the auditor's report shall be made available not later than the 31st July of the year. The auditor's statement shall show—

(*a*) all moneys received—

(i) in terms of sub-section (2) hereof;

(ii) from any other source; and

(*b*) expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(12) Disbursements from the fund shall cease whenever the amount to the credit of the fund falls below £50.

(13) Sick-pay may be had on the following conditions:—

(*a*) Members must make twenty-six contributions to the society before they are entitled to sick-pay.

(*b*) A certificate must be produced from a medical officer of the society showing the period of absence from work due to illness.

(*c*) Members who live outside the municipal boundary and who call in a medical officer not appointed by the society must produce a certificate from the doctor who attended them, and that certificate must be countersigned by the Society's doctor.

(*d*) Members must be off work a full week before they are entitled to sick-pay.

(*e*) In case of absence from work for more than a week members will be paid as follows:—

For the first twenty-three working hours—no payment.
For the next twenty-three working hours—half a weeks' sick-pay.

(*f*) Members shall be entitled to a maximum of four weeks' sick-pay in any year, commencing from the first payment to the member concerned. The committee may at its discretion extend this period to a maximum of six weeks.

(2) (*a*) Vir doeleindes van die fonds moet elke werkgewer op die eerste betaaldag nadat hierdie Ooreenkoms in werking tree en op elke betaaldag daarna, van elkeen van sy werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf is, ses pennies per week aftrek.

(*b*) by die totale bedrag, ingevorder kragtens subartikel (*a*) van hierdie artikel, moet elke werkgewer 'n gelyke bedrag voeg.

(*c*) Die totale bedrag ingevorder ingevolge (*a*) en (*b*) van hierdie artikel moet binne een week na die datum waarop die korting afgetrek moes word, deur die werkgewer aan die sekretaris van die fonds gestuur word tesame met 'n staat wat die name van die werknemers van wie kortings afgetrek is, vermeld.

(3) Sodanige fondse word aangewend tot bystand van werknemers met doktersbehandeling, medisyne volgens voorskrif van 'n dokter en siektebehandeling in geval van siekte en word geadministreer deur 'n beheerkomitee, aangestel deur die Raad en bestaande uit twee verteenwoordigers van die werkgewersorganisasie en twee van die vakvereniging in ooreenstemming met 'n konstitusie wat deur die Raad goedgekeur is. Sodanige konstitusie kan te enige tyd deur die komitee gewysig word, onderworpe aan die goedkeuring van die Raad.

(4) Die Raad kan na goeddunke in enige bepaalde gebied subkomitees aanstel om die fonds se besigheid waar te neem.

(5) As, betreffende die bepalings van die konstitusie, of betreffende die administrasie van die fonds, te enige tyd 'n geskil ontstaan ten opsigte waarvan lede van genoemde komitee gelykop verdeel is en geen ooreenkoms bereik is nie, moet sodanige geskil na 'n skeidsregter oor wie hulle ooreengekom het, verwys word, of wat, by gebrek aan sodanige ooreenkoms, deur die Minister van Arbeid benoem is; sodanige skeidsregter se beslissing is finaal.

(6) Ingeval hierdie Ooreenkoms verstryk weens tydsverloop, of om enige ander rede nie langer in werking is nie, moet die fonds onder administrasie van die beheerkomitee voortgesit word tot sodanige fonds gelikwideer word, of tot dit oorgedra word aan 'n behoorlik gekonstitueerde fonds vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(7) 'n Kopie van die konstitusie en alle wysigings daarvan moet by die sekretaris van die Raad en by die Sekretaris van Arbeid, Pretoria, ingedien word.

(8) Die Raad moet 'n bankrekening vir die fonds open waarop alle gelde deur die fonds ontvang, gestort moet word. Trekkings op die fonds geskied per tjek geteken deur die voorsitter, ondervoorsitter en die sekretaris van die fonds.

(9) Die beheerkomitee kan, ondanks die bepalings van subartikel (8) van hierdie artikel, besluit om alle gelde wat ontvang word op die rekening van die Raad te deponeer. In die geval van 'n sodanige besluit, moet die gedeponeerde geld uitbetaal word per tjek wat geteken is deur dieselfde ondertekenaars as wat die Raad se tjeks teken. Afsonderlike rekenings moet in die Raad se boeke vir die fonds gehou word. Die beheerkomitee kan enige surplus wat daar in die fonds mag wees by 'n spaarbank, of bougenootskap, deponeer en die rente wat op sodanige deposito oploop, moet in die fonds inbetaal word.

(10) Die fonds moet met alle administrasiekoste gedebiteer word.

(11) Die beheerkomitee moet 'n ouditeur, wat 'n geregistreerde geöktrooieerde rekenmeester moet wees, vir die fonds aanstel en sy besoldiging vasstel wat uit die fonds betaal moet word.

Die rekenings van die fonds moet vir die tydperk geëindig 30 Junie van dié jaar, geouditeer word en die ouditeursverslag moet voor of op 31 Julie van daardie jaar beskikbaar gestel word. Die ouditeurstaat moet onderstaande aantoon:—

(*a*) Alle gelde wat ontvang is—

(i) ingevolge subartikel (2) hiervan;

(ii) uit enige ander bron; en

(*b*) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig op die voorafgaande 30 Junie, tesame met 'n balansstaat waarop die bate en laste van die fonds aangetoon word. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(12) Uitbetalings uit die fonds moet gestaak word as die bedrag tot krediet van die fonds onder £50 daal.

(13) Siektebetaling kan op die volgende voorwaardes geskied:—

(*a*) Lede moet ses-en-twintig bydraes aan die fonds betaal het voordat hulle tot siekteverlof geregtig is.

(*b*) 'n Sertifikaat van 'n mediese amptenaar van die vereniging met vermelding van die tydperk van afwesigheid van werk as gevolg van siekte moet voorgelê word.

(*c*) Lede wat buite die munisipale grens woon en wat 'n mediese amptenaar inroep wat nie deur die vereniging aangestel is nie, moet van die dokter wat hulle behandel 'n sertifikaat kry wat deur die vereniging se dokter mede-onderteken moet word.

(*d*) Lede moet 'n volle week van werk afwesig wees, voordat hulle tot siektebetaling geregtig is.

(*e*) Ingeval hulle langer as een week van werk afwesig is, word hulle as volg betaal:—

Vir die eerste drie-en-twintig werkure: geen betaling.
Vir die volgende drie-en-twintig werkure: 'n halwe week siektebetaling.

(*f*) Lede is geregtig tot 'n maksimum van vier weke siektebetaling in enige jaar wat begin met die eerste betaling aan die betrokke lid. Die komitee kan hierdie tydperk na goeddunke tot ses weke verleng.

(*g*) Sick-pay shall be paid at the rate of half the wage, exclusive of cost of living allowance, of the employee, with a maximum of £1 per week and a minimum of half the minimum wage, exclusive of cost of living allowance, due to an employee in his class of work. Members who are in receipt of wages above the minimum rate for their experience in the Millinery Industry, Transvaal, will be paid according to the minimum rate to which their experience entitles them, and this experience shall be assessed in terms of the period they have worked in the Millinery Industry, Transvaal.

(*h*) Throughout this clause "week" shall mean a working week not exceeding forty-six hours.

(14) (*a*) The Secretary shall issue membership cards to members of the society who have made twelve contributions to the society.

(*b*) The card shall be signed by the member to whom it is issued and must be produced whenever the services of the medical or other officers of the society are required. The officers shall have the right to refuse to attend a member who fails to produce his membership card. A member who has made one contribution to the society may obtain the services of the society's medical officers by obtaining written authority from the secretary, until such time as his membership card has been issued to him.

(15) (*a*) A member who becomes ill as a result or by reason of misconduct, excessive drinking or his own negligence shall not be entitled to any benefits by reason of such illness. The decision of the committee as to whether a member is barred under this clause from obtaining any particular benefits shall be final and binding on such member.

(*b*) Members of the society who incur costs by consulting medical or other officers not appointed by the society or have prescriptions made up by chemists not appointed by the society shall have no claim upon the funds of the society, provided, however, that the committee in its discretion may pay part or the entire costs so incurred.

(*c*) Members of the society shall not be entitled to any benefits after absence from work due to illness for three consecutive months. This period may be extended at the discretion of the committee.

(*d*) Anaesthetics, obstetrics, major surgery and venereal diseases are not included in the benefits provided by the society, and the society shall not be responsible for costs incurred for any such services.

(*e*) The society is not responsible for any hospital, nursing home or operation fees nor for payment of accounts from medical officers not appointed by the society except in the case of members living outside the municipal boundaries, who shall be entitled to call in any doctor, not a specialist, for one visit, for which the society will pay.

(*f*) The society is not responsible for payment for conveyance by ambulance to hospitals or nursing homes.

23. Unemployment Benefit Fund.

(1) There is hereby continued an Unemployment Benefit Fund, established under the Council's previous Agreement, to be known as the Unemployment Benefit Fund for the Millinery Industry, Transvaal, in this section referred to as "the fund", which shall continue to pay benefits as provided in this section, but no further contributions shall be payable by employers and employees to this fund.

(2) The fund shall be administered in accordance with a constitution approved by the Council by a *management committee* appointed by the Council in terms of this constitution, and consisting of two representatives of the employers and two representatives of the employees. The Council may in addition appoint local committees to assist in the administration of the fund. The constitution of the fund may be amended at any time by the management committee, subject to the approval of the Council.

(3) The object of the fund shall be the provision of benefits to employees for whom minimum wages are prescribed in this Agreement during the time they are unemployed.

(4) Benefits shall be paid to unemployed employees who contribute to the fund, subject to the following conditions:—

(*a*) The applicant must be capable of and available for work.

(*b*) The applicant must have had his services terminated by his employer. Where an applicant has terminated his services of his own free will or has been discharged through misconduct, the management committee shall have full power to decide whether benefits should be paid to him and may also determine the period from which he shall be entitled to benefit.

(5) Every applicant shall register immediately he becomes unemployed, at such place as the management committee shall appoint. For the purpose of receiving benefits, unemployment shall commence from the date of registration. The management committee may waive this rule if good reason is shown why registration was delayed.

(6) Applicants must sign the unemployment register, provided by the committee, from time to time, as determined by the management committee.

(7) Application for benefits shall be made to the management committee in the form and manner prescribed by the committee.

(*g*) Siektebetaling geskied teen die skaal van die halwe loon, sonder lewenskostetoelae, van die werknemer, met 'n maksimum van £1 per week en 'n minimum van die helfte van die minimumloon, sonder lewenskostetoelae, wat aan die werknemer in sy klas van werk verskuldig is. Lede wat meer loon as die minimum skaal vir hul ervaring in die Hoedemakerynywerheid, Transvaal, ontvang, word ooreenkomstig die minimum skaal waartoe hul ervaring hulle geregtig maak, betaal en hierdie ervaring word bereken ooreenkomstig die tydperk wat hulle in die Hoedemakerynywerheid, Transvaal, gewerk het.

(*h*) Vir hierdie gehele klousule beteken: „week", 'n werkweek van nie meer as ses-en-veertig uur nie.

14. (*a*) Die sekretaris moet aan die vereniging se lede wat twaalf bydraes aan die vereniging betaal het, lidmaatskapkaarte uitreik.

(*b*) Die kaart moet onderteken word deur die lid aan wie dit uitgereik word, en moet vertoon word wanneer die dienste van die mediese, of ander amptenare van die vereniging vereis is. Die amptenare het die reg om te weier om 'n lid te behandel wat in gebreke bly om sy lidmaatskapkaart te vertoon. 'n Lid wat een bydrae aan die vereniging betaal het, kan tot sodanige tyd as wat sy lidmaatskapkaart aan hom uitgereik word, die dienste van die vereniging se mediese amptenare verkry as skriftelike magtiging van die sekretaris verkry is.

(15) (*a*) 'n Lid wat siek word as gevolg, of omrede van wangedrag, buitensporige drankgebruik, of sy eie nalatigheid, is nie uit hoofde van sodanige siekte tot enige bystand geregtig nie. Die beslissing van die komitee of 'n lid kragtens hierdie klousule uitgesluit word van die verkry van enige bepaalde bystand is finaal en vir sodanige lid-bindend.

(*b*) Lede van die vereniging wat koste maak deur raadpleging van mediese, of ander, amptenare wat nie deur die vereniging aangestel is nie, of wat resepte laat berei deur aptekers wat nie deur die vereniging aangestel is nie, het geen vordering op die vereniging se fondse nie, met dien verstande ewewel dat die komitee na goeddunke 'n deel van, of die gehele koste aldus gemaak, kan betaal.

(*c*) Lede van die vereniging is nie tot enige bystand geregtig nie na afwesigheid van werk weens siekte vir drie aaneenlopende maande. Hierdie termyn kan na goeddunke van die komitee verleng word.

(*d*) Pynverdowingsmiddels, verloskundige behandeling, groot operasies en verneriese siektes is nie in die bystand wat deur die vereniging verstrek word, ingesluit nie en die vereniging is nie vir die koste wat in verband daarmee gemaak word, aanspreeklik nie.

(*e*) Die vereniging is nie aanspreeklik vir enige hospitaalverpleeginrigting-, of operasiegelde nie nog vir betaling van rekenings van mediese amptenare wat nie deur die vereniging aangestel is nie, behalwe in die geval van lede wat buite die munisipale grense woon, wat geregtig is om enige dokter, maar geen spesialis nie, vir een besoek in te roep waarvoor die vereniging sal betaal.

(*f*) Die vereniging is nie vir vervoer per ambulans na hospitale, of verpleeginrigtings, aanspreeklik nie.

23. Werkloosheidbystandsfonds.

(1) Hierby word 'n werkloosheidbystandsfonds voortgesit, wat onder die raad se vorige Ooreenkoms ingestel is en bekend staan as die Werkloosheidbystandsfonds vir die Hoedmakerynywerheid, Transvaal, en wat in hierdie artikel „die fonds" genoem word, wat moet voortgaan om bystand te betaal soos in hierdie artikel bepaal word, maar geen verder bydraes aan dié fonds is deur werkgewers en werknemers betaalbaar nie.

(2) Die fonds word in ooreenstemming met 'n konstitusie wat deur die raad goedgekeur is, geadministreer deur 'n *beheerkomitee* wat ingevolge hierdie konstitusie deur die raad aangestel is en bestaan uit twee verteenwoordigers van die werkgewers en twee verteenwoordigers van die werknemers. Die raad kan ook nog plaaslike komitees aanstel om by die administrasie van die fonds behulpsaam te wees. Die konstitusie van die fonds kan te enige tyd deur die beheerkomitee gewysig word, onderworpe aan die goedkeuring van die raad.

(3) Die doel van die fonds is die verlening van bystand aan werknemers, vir wie minimum lone in hierdie Ooreenkoms voorgeskryf is, gedurende die tyd wat hulle werkloos is.

(4) Bystand moet aan werklose werknemers wat tot die fonds bydra, betaal word op onderstaande voorwaardes:—

(*a*) Die applikant moet in staat tot en beskikbaar vir werk wees.

(*b*) Die applikant se dienste moet deur sy werkgewer beëindig wees. As 'n applikant sy dienste uit eie wil beëindig het, of weens wangedrag ontslaan is, het die beheerkomitee volle mag om te besluit of bystand aan hom betaal moet word en kan ook die tydperk vasstel met ingang waarvan hy tot bystand geregtig is.

(5) Elke applikant moet onmiddellik na hy werkloos word by sodanige plek registreer as wat die beheerkomitee aanwys. Vir doeleindes van die ontvangs van bystand, begin werkloosheid met ingang van die datum van registrasie. Die beheerkomitee kan van hierdie reël afsien as goeie rede aangevoer word waarom registrasie vertraag is.

(6) Applikante moet die werkloosheidregister wat deur die Komitee verskaf word, van tyd tot tyd teken soos bepaal deur die beheerkomitee.

(7) Aansoek om bystand moet aan die beheerkomitee gerig word in die vorm en op die wyse voorgeskryf deur die komitee.

(8) An applicant shall submit such information as the management committee may require to prove his continuous unemployment.

(9) No benefits shall be paid to an employee unless he has been out of work one week.

(10) An applicant shall cease to be entitled to benefits if he refuses to apply for or accept suitable work or if he leaves the work which he has obtained without good reason.

(11) The management committee may refuse to pay benefits to any applicant who supplied the committee with false information or if, in the opinion of the committee, he is not genuinely looking for employment.

(12) No benefits shall be paid to applicants who have been employed for less than twenty-six weeks in the Millinery Industry, Transvaal.

(13) Benefits shall be paid to employees at the rate of half the wage, exclusive of cost of living allowance, they were receiving at the time of termination of their employment, with a maximum of thirty shillings a week, and a minimum of half the minimum wage, exclusive of cost of living allowance, due to an employee in his class of work.

(14) Benefits shall be paid for a period not exceeding six weeks.

The management committee in its discretion may decide, however, to extend that period on such conditions as it may determine. Such extension shall be notified to the employees.

(15) Should at any time a dispute arise as to the provisions of the constitution or of the administration of the fund in regard to which members of the said management committee are equally divided and no agreement arrived at, such dispute shall be referred to an arbitrator agreed upon by them, or, failing such agreement, nominated by the Minister for Labour, whose decision shall be final.

(16) In the event of the expiry of this Agreement by effluxion of time or cessation for any other cause, the fund shall continue to be administered by the management committee until such fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original fund was created.

(17) The Council shall open a banking account for the fund to which all moneys received by the fund shall be deposited. Withdrawals from the fund shall be made by cheque signed by the chairman, vice-chairman and the secretary of the fund.

(18) Notwithstanding the provisions of sub-section (17) of this section, the management committee may decide to deposit all moneys received to the account of the Council. In case of such decision, the moneys deposited shall be paid out by cheques signed by the same signatories as sign the cheques of the Council.

Separate accounts shall be kept in the Council's books for the fund.

(19) The management committee may deposit any surplus the fund may have with a savings bank or building society, and the interest accruing on such deposit shall be paid into the fund.

(20) All administrative expenses shall be a charge upon the fund.

(21) The management committee shall appoint an auditor, who shall be a registered chartered accountant, for the fund and determine his remuneration, which shall be paid out of the fund. The accounts of the fund shall be audited for the period ending 30th June of each year, and the auditor's report shall be made available not later than 31st July of the year. The auditor's statement shall show—

(*a*) all moneys received;

(*b*) expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a balance sheet showing the assets and liabilities of the fund. The audited statement and balance sheet shall thereafter lie for inspection at the office of the Council, and copies thereof shall be transmitted to the Secretary for Labour, Pretoria.

(22) A copy of the constitution and any amendments thereof shall be lodged with the Secretary of the Council and with the Industrial Registrar appointed in terms of section *three* of the Act.

(23) Disbursements from the fund shall cease whenever the amount to the credit of the fund falls below £50 (fifty pounds).

24. Employees on Active Service.

Any employee who has been absent on military service, shall be credited with the full period of such absence for the purpose of calculating his experience in the industry and the wages to which he is entitled.

25. Employment of Trade Union Labour.

No employer shall employ an employee who is not a member of the trade union, and no member of the trade union shall work for any employer who is not a member of the employers' organisation, provided that any person who is or will be adversely affected by a refusal of membership may place his case before the Council, which may declare that, notwithstanding such refusal, the provisions of this clause shall not preclude him from employing members of the trade union or being employed by members of the employers' organisation, as the case may be.

(8) 'n Applikant moet sodanige inligting verstrek as wat die beheerkomitee mag eis ter staving van sy ononderbroke werkloosheid.

(9) Geen bystand word aan 'n werknemer betaal tensy hy een week werkloos was nie.

(10) 'n Applikant se reg op bystand verval as hy weier om aansoek te doen om geskikte werk, of om dit aan te neem, of as hy die werk wat hy gekry het sonder boeie rede verlaat.

(11) Die beheerkomitee kan weier om bystand te betaal aan enige applikant wat valse inligting aan die komitee verstrek het, of as hy na mening van die komitee nie werklik werk soek nie.

(12) Geen bystand word aan applikante betaal wat minder as ses-en-twintig weke in die hoedemakerynywerheid, Transvaal in diens was nie.

(13) Bystand moet aan werknemers betaal word teen die helfte van die basiese loon, sonder lewenskostetoelae, wat hulle by beëindiging van hul diens ontvang het, met 'n maksimum van dertig sjielings per week en 'n minimum van die halwe minimum loon, sonder lewenskostetoelae, aan 'n werknemer in sy klas van werk betaalbaar.

(14) Bystand word betaal vir 'n tydperk van hoogstens ses weke. Die beheerkomitee kan egter na goeddunke besluit om daardie tydperk op sodanige voorwaardes as wat hy mag bepaal, te verleng. Die werknemers moet van sodanige verlenging, in kennis gestel word.

(15) As te enige tyd 'n geskil ontstaan betreffende die bepalings van die konstitusie, of die administrasie, van die fonds ten opsigte waarvan lede van genoemde beheerkomitee gelykop verdeel is en geen beslissing bereik is nie, moet sodanige geskil verwys word na 'n skeidsregter oor wie hulle ooreengekom het, of wat by gebrek aan sodanige ooreenkoms, deur die Minister van Arbeid benoem is; sodanige skeidsregter se beslissing is finaal.

(16) Ingeval hierdie Ooreenkoms verstryk weens tydsverloop, of om enige ander rede nie langer in werking is nie, moet die beheerkomitee die fonds verder bly administreer tot sodanige fonds gelikwideer word, of tot dit oorgedra word aan 'n fonds behoorlik ingestel vir dieselfde doel as dié waarvoor die oorspronklike fonds gestig is.

(17) Die raad moet 'n bankrekening vir die fonds open waarop alle gelde deur die fonds ontvang, gestort moet word. Trekkings op die fonds geskied per tjek geteken deur die voorsitter, ondervoorsitter en sekretaris van die fonds.

(18) Die beheerkomitee kan, ondanks die bepalings van subartikel (17) van hierdie artikel, besluit om alle gelde wat ontvang word op rekening van die raad te deponeer. In die geval van 'n sodanige besluit, moet die gedeponeerde geld uitbetaal word per tjek wat geteken is deur dieselfde ondertekenaars wat die raad se tjeks teken. Afsonderlike rekenings moet in die Raad se boeke vir die fonds gehou word.

(19) Die beheerkomitee kan enige oorskot wat die fonds mag hê by 'n spaarbank of bougenootskap, deponeer en die rente wat op sodanige deposito oploop, moet op die fonds inbetaal word.

(20) Die fonds moet met alle administrasiekoste gedebiteer word.

(21) Die beheerkomitee moet 'n ouditeur wat 'n geregistreerde geöktrooieerde rekenmeester moet wees, vir die fonds aanstel en moet sy besoldiging vasstel wat uit die fonds betaal moet word. Die rekenings van die fonds moet geouditeur word vir die tydperk eindigende 30 Junie van elke jaar en die ouditeursverslag moet voor of op 31 Julie van dié jaar beskikbaar wees. Die ouditeurstaat moet ondervaande aantoon:—

(*a*) Alle gelde wat ontvang is;

(*b*) uitgawes aangegaan onder alle hoofde gedurende die twaalf maande geëindig die voorafgaande 30ste Junie tesame met 'n balansstaat waarop die bate en laste van die fonds aangetoon word. Die geouditeerde staat en balansstaat moet daarna op die kantoor van die Raad ter insae lê en kopieë daarvan moet aan die Sekretaris van Arbeid, Pretoria, gestuur word.

(22) 'n Kopie van die konstitusie en alle wysigings daarvan moet by die Sekretaris van die Raad en by die Nywerheidsregistrateur, aangestel ingevolge artikel *drie* van die Wet, ingedien word.

(23) Uitbetalings uit die fonds moet gestaak word as die bedrag tot krediet van die fonds onder £50 (vyftig pond) daal.

24. Werknemers op aktiewe diens.

Enige werknemer wat op aktiewe diens afwesig was, moet met die volle tydperk van sodanige afwesigheid gekrediteer word vir doeleindes van berekening van die duur van sy ervaring in die nywerheid en die lone waartoe hy geregtig is.

25. Indiensneming van lede van vakvereniging.

Geen werkgewer mag 'n werknemer wat nie 'n lid van die vakvereniging is, in diens neem nie, en geen lid van 'n vakvereniging mag in diens tree by enige werkgewer wat nie 'n lid van die werkgewersorganisasie is nie; met dien verstande dat enige persoon wat benadeel is, of sal word deur weiering van lidmaatskap, sy saak voor die Raad kan bring, wat kan verklaar dat nieteenstaande sodanige weiering, die bepalings van hierdie klousule hom nie verhinder om lede van die vakvereniging in diens te neem nie of, na gelang van die geval, deur lede van die werkgewersorganisasie in diens geneem te word nie.

26. Organisation of Employees.

(1) Every employer shall permit any person or persons authorised thereto by the trade union and by the Council, in writing, to enter his establishment from time to time during the lunch-hour for the purpose of—

(*a*) interviewing employees on trade union matters;
(*b*) enrolling new members;
(*c*) posting and distributing notices issued by the trade union;
(*d*) collecting members' contributions to the trade union.

(2) The authorised person or persons shall notify the employer or his representative of his or her intention to visit the establishment.

27. Agents.

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

28. Employment of Minors.

No person under the age of fifteen years shall be employed in the Millinery Industry.

29. Exhibition of Agreement.

Every employer shall keep a legible copy of this Agreement in both official languages, in the form prescribed in the regulations under the Act, exhibited in his establishment in a place readily accessible to his employees.

Signed at Johannesburg on behalf of the parties this 30th day of April, 1945.

C. L. Kaufmann,
Chairman of the Council.
E. S. Sacks,
Vice-Chairman of the Council.
D. Douglas,
Secretary of the Council.

ANNEXURE "A".

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act No. 36 of 1937.)

All communications to be addressed to the Secretary.

P.O. Box 4866.
Phone: 22—0052.

No.....

CERTIFICATE OF SERVICE.

Full name of employee.....
Address.....
Age..... Occupation..... Sex.....
Rate of pay at time of engagement.....Plus..... cost of living allowance.
Total remuneration per week.....
Rate of pay at time of leaving.....Plus..... cost of living allowance.
Total remuneration per week.....
Date of entering service.....Date of leaving service.....
Date of last increase.....
State if operating under licence of exemption.....
Number of certificate brought by employee.....
Holiday pay paid to.....

Name of Firm.

Employee
Council
£ :

.....
Employer's Signature.

Date of issue.....

N.B.—This certificate must be filled in accurately and one copy given to the employee and one copy posted to the Secretary of the Council.

ANNEXURE "B".

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

P.O. Box 4866.
Phone: 22—0052.

26 Progress Buildings,
156 Commissioner Street,
Johannesburg,
.....194...

This is to certify that the bearer, M....., of....., has had the following experience in the Millinery Industry:—

.....and is entitled to a wage of not less than.....per week plus cost of living allowance.....per week.

This form must be attached to the engagement form and forwarded to the Secretary of the Council within two weeks after the applicant has commenced work.

.....
Secretary.

26. Organisasie van werknemers.

(1) Elke werkgewer moet enige persoon, of persone, wat deur die vakvereniging en die Raad skriftelik daartoe gemagtig is, toelaat om van tyd tot tyd sy inrigting gedurende die middagetensuur te betree met die doel om—

(*a*) met werknemers te praat oor aangeleenthede van die vakvereniging;
(*b*) nuwe lede te werf;
(*c*) kennisgewings van die vakvereniging op te plak en uit te deel;
(*d*) lede se bydraes tot die vakvereniging in te vorder.

(2) Die gemagtigde persoon, of persone, moet die werkgewer of sy verteenwoordiger, kennis gee van sy of haar voorneme om die inrigting te besoek.

27. Agente.

Die Raad moet een of meer bepaalde persone as agente aanstel om hom behulpsaam te wees by die uitvoering van die bepalings van hierdie Ooreenkoms. Elke werkgewer en werknemer is verplig om sodanige agente toe te laat om sodanige navrae te doen, boeke en/of stukke na te gaan en sodanige persone te ondervra as wat vir hierdie doel nodig mag wees.

28. Indiensneming van minderjariges.

Niemand onder die ouderdom van 15 jaar mag in die hoedemakerynywerheid in diens geneem word nie.

29. Vertoning van Ooreenkoms.

Elke werkgewer moet 'n leesbare kopie van hierdie Ooreenkoms in albei amptelike tale in die vorm voorgeskryf in die regulasie ingevolge die Wet in sy inrigtng op 'n plek maklik toeganklik vir sy werknemers vertoon hou.

Namens die partye hede die 30ste dag van April 1945, te Johannesburg onderteken.

C. L. Kaufmann,
Voorsitter van die Raad.
E. S. Sacks,
Ondervoorsitter van die Raad.
D. Douglas,
Sekretaris van die Raad.

AANHANGSEL „A".

NYWERHEIDSRAAD VIR DIE HOEDEMAKERY-NYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36, van 1937.)

Alle meedelings moet aan die Sekretaris geaddresseer word.
Posbus 4866.
Telefoon 22-0052.

No.....

DIENSSERTIFIKAAT.

Volle naam van werknemer.....
Adres.....
Ouderdom..... Vak..... Geslag.....
Loon by indiensneming..... Plus..... lewenskostetoelae.
Totale besoldiging per week.....
Loon by diensbeëindiging..... Plus..... lewenskostetoelae.
Totale besoldiging per week.....
Datum van indiensneming..... Datum van diensbeëindiging.
Datum van laaste verhoging.....
Vermeld of kragtens 'n vrystellingsertifikaat werksaam.....
No. van sertifikaat deur werknemer gebring.....
Vakansieverlofbetaling betaal aan.....

.....
Naam van Firma.

Werknemer
£ :
Raad

.....
Werkgewer se handtekening.

Datum van uitreiking.....

N.B.—Hierdie sertifikaat moet korrek ingevul en een kopie aan die werknemer oorhandig en een kopie aan die Sekretaris van die Raad gepos word.

AANHANGSEL „B".

NYWERHEIDSRAAD VIR DIE HOEDEMAKERY-NYWERHEID (TRANSVAAL).

Posbus 4866.
Telefoon 22-0052.

Progress Buildings 26,
Commissionerstraat, 156,
Johannesburg.
.....194.....

Hierby word gesertifiseer dat die draer M..... van.....die volgende ervaring in die hoedemakerynywerheid het:—

.....en geregtig is tot 'n loon van nie minder as.....per week, plus lewenskostetoelae van.....per week.

Hierdie vorm moet aan die indiensnemingsvorm geheg word en binne twee weke na die applikant begin werk het, aan die Sekretaris van die Raad gestuur word.

.....
Sekretaris.

ANNEXURE " C ".

INDUSTRIAL COUNCIL FOR THE MILLINERY INDUSTRY (TRANSVAAL).

(Registered under Act No. 36 of 1937.)

All communications to be addressed to the Secretary.
P.O. Box 4866.
Phone: 22—0052.

No.....

ENGAGEMENT FORM.

1. Full name of employee.....
2. Address of employee in full.....
3. Name of factory.....
4. Occupation.....
5. Age..... Sex.....
6. Date of engagement.....
7. Wages to commence.....Plus.....
   cost of living allowance.
   Total remuneration per week.....
8. Number of certificate brought by employee.....
   Pin to this form the certificate brought to you by the employee.

Employers must complete this form and forward it together with the certificate produced by the employee to the Secretary of the Council not later than two weeks after the employee has commenced work.

.....
Name of Firm.

.....
Employer's Signature.

Date of issue.....

✱ No. 899] [1 June 1945.

FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

MILLINERY INDUSTRY, TRANSVAAL.

I, WALTER BAYLEY MADELEY, Minister of Labour, acting in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, hereby declare the provisions of the agreement and notice relating to the Millinery Industry published under Government Notice No. 898 of the 1st June 1945, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

WALTER B. MADELEY,
Minister of Labour.

✱ No. 918.] [1 June 1945.

APPRENTICESHIP ACT, 1944.

I, WALTER BAYLEY MADELEY, Minister of Labour, acting in pursuance of the provisions of sub-section 1 (*a*) of section nineteen of the Apprenticeship Act, 1944, on the recommendation of the National Apprenticeship Board and after consultation with the Apprenticeship Committees concerned, hereby give notice that with effect from the date of this notice the provisions of sub-section (2) of section *nineteen* of the said Act shall be applicable in respect of all trades designated by me within the areas of jurisdiction of the undermentioned Apprenticeship Committees:—

1. Bloemfontein Apprenticeship Committee.
2. Cape Mechanical and Electrical Engineering Industry Apprenticeship Committee.
3. Cape Motor Engineering Apprenticeship Committee.
4. Durban and Districts Engineering Apprenticeship Committee.
5. Durban and Districts Motor Engineering Apprenticeship Committee.
6. East London Engineering Apprenticeship Committee.
7. Kimberley Apprenticeship Committee.
8. Pietermaritzburg Electrical, Mechanical and Motor Engineering Apprenticeship Committee.
9. Port Elizabeth Mechanical and Electrical Engineering Apprenticeship Committee.
10. Port Elizabeth Motor Engineering Apprenticeship Committee.
11. Queenstown Engineering Apprenticeship Committee.
12. Transvaal Mechanical and Electrical Engineering Apprenticeship Committee.
13. Witwatersrand and Pretoria Motor Industry Apprenticeship Committee.
14. Orange Free State Motor Industry Apprenticeship Committee.

WALTER B. MADELEY,
Minister of Labour.

AANHANGSEL „ C ".

NYWERHEIDSRAAD VIR DIE HOEDEMAKERY-NYWERHEID (TRANSVAAL).

(Geregistreer ingevolge Wet No. 36, van 1937.)

Alle meedelings moet aan die Sekretaris geadresseer word.
Telefoon 22-0052.
Posbus 4866.

No.....

INDIENSNEMINGVORM.

1. Volle naam van werknemer.....
2. Volledige adres van werknemer.....
3. Naam van fabriek.....
4. Vak.....
5. Ouderdom..... Geslag.....
6. Datum van indiensneming.....
7. Aanvangsloon..... Plus.....
   lewenskostetoelae.
   Totale besoldiging per week.....
8. No. van sertifikaat deur werknemer gebring.....

Die sertifikaat deur die werknemer aan u gebring moet aan hierdie vorm vasgespeld word.

Werkgewers moet hierdie vorm invul en dit, tesame met die sertifikaat deur die werknemer vertoon, uiterlik twee weke na die weknemer begin werk het, aan die Sekretaris van die Raad stuur.

.....
Naam van Firma.

.....
Werkgewer se handtekening.

Datum van uitreiking.....

✱ No. 899.] [1 Junie 1945.

WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

HOEDENYWERHEID, TRANSVAAL.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, handelende ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, verklaar hierby dat die bepalings van die ooreeskoms en kennisgewing in verband met die Hoedenywerheid bekend gemaak by Goewermentskennisgewing No. 898 van 1 Junie 1945, nie ongunstiger vir die persone is nie wie se werksure daarby gereël word as die ooreenstemmende bepalings van genoemde Wet.

WALTER B. MADELEY,
Minister van Arbeid.

✱ No. 918.] [1 Junie 1945.

WET OP VAKLEERLINGE, 1944.

Ek, WALTER BAYLEY MADELEY, Minister van Arbeid, handelende ooreenkomstig die bepalings van subartikel 1 (*a*) van artikel *neëntien* van die Wet op Vakleerlinge, 1944, op aanbeveling van die Nasionale Vakleerlingraad en na raadpleging met die betrokke Komitees vir Vakleerlinge, gee hierby kennis dat die bepalings van subartikel (2) van artikel *neëntien* van genoemde Wet met ingang van die datum van hierde kennisgewing ten opsigte van al die bedrywe deur my aangewys in die magsgebied van ondervermelde Komitees vir Vakleerlinge van toepassing is:—

1. Vakleerlingskap Komitee, Bloemfontein.
2. Kaapse Vakleerlingskapkomitee in die Werktuigkundige en Elektriese Ingenieursnywerhede.
3. Kaapse Vakleerlingskapkomitee vir die Motoringenieursnywerheid.
4. Vakleerlingskapkomitee vir die Ingenieursnywerhede, Durban en Distrikte.
5. Vakleerlingskapkomitee vir die Motoringenieursnywerheid, Durban en Distrikte.
6. Vakleerlingskapkomitee, vir die Ingenieursnywerheid, Oos-Londen.
7. Vakleerlingskapkomitee, Kimberley.
8. Vakleerlingskapkomitee vir die Elektrotegniese, Werktuigkundige en Motoringenieursnywerhede, Pietermaritzburg.
9. Vakleerlingskapkomitee vir die Meganiese en Elektriese Ingenieursnywerhede, Port Elizabeth.
10. Vakleerlingskapkomitee vir die Motoringenieursnywerheid, Port Elizabeth.
11. Vakleerlingskapkomitee vir die Ingenieursbedrywe, Queenstown.
12. Vakleerlingskapkomitee vir die Meganiese en Elektriese Ingenieursnywerhede, Transvaal.
13. Komitee vir Vakleerlinge in die Motoringenieursnywerheid, Witwatersrand en Pretoria.
14. Vakleerlingskapkomitee vir die Motornywerheid vir die Oranje-Vrystaat.

WALTER B. MADELEY,
Minister van Arbeid

DEPARTMENT OF SOCIAL WELFARE.

✱ No. 910.] [1 June 1945.

APPOINTMENT OF MEMBER.—KIMBERLEY RENT BOARD

It is hereby notified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942), appointed Major H. R. Tuckey as a member of the Kimberley Rent Board for the period 1st June, 1945 to the 23rd April, 1948.

✱ No. 911.] [1 June 1945.

APPOINTMENT OF MEMBERS.—NEWCASTLE RENT BOARD.

It is hereby notified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942) appointed the undermentioned persons to the Newcastle Rent Board for a period of three years as from the 19th June, 1945:—

As Chairman: The Magistrate, Newcastle.
As Members: P. Cowan and Major F. Greaves.
As alternate member: H. Ross.

✱ No. 912.] [1 June 1945.

APPOINTMENT OF MEMBERS.—PINETOWN RENT BOARD.

It is hereby notified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942), appointed the undermentioned persons to the Pinetown Rent Board for a period of three years as from the 22nd May, 1945:—

As Chairman: The Magistrate, Pinetown.
As Members: G. M. Steere and T. H. Flint.
As alternate member: M. G. Fannin.

✱ No. 913.] [1 June 1945.

APPOINTMENT OF MEMBERS.—KROONSTAD RENT BOARD.

It is hereby notified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section two of the Rents Act, 1942 (Act No. 33 of 1942) appointed the undermentioned persons to the Kroonstad Rent Board for a period of three years as from the 24th April, 1945:—

As Chairman: The Magistrate, Kroonstad.
As member: B. J. Scott.
As alternate member: R. G. Rowe.

✱ No. 914.] [1 June 1945.

APPOINTMENT OF MEMBER.—DUNDEE RENT BOARD.

It is hereby notifified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942) appointed Mr. A. G. Watson as a member of the Dundee Rent Board for a period of one year as from the 1st June, 1945, vice Mr. R. Menne, resigned.

✱ No. 915.] [1 June 1945.

CONSTITUTION OF RENT BOARD.—PETRUS STEYN.

It is hereby notified for general information that the Minister of Welfare and Demobilisation has, under and by virtue of the powers vested in him by section *two* of the Rents Act, 1942 (Act No. 33 of 1942), constituted a Rent Board for that portion of the magisterial district of Lindley, falling under the jurisdiction of the Special Justice of the Peace at Petrus Steyn, and has appointed the following persons to the Rent Board so constituted for a period of three years as from the 1st June, 1945:

As Chairman: The Special Justice of the Peace at Petrus Steyn.
As Member: C. Hobbs.
As alternate member: T. Uys.

DEPARTMENT OF MINES.

✱ No. 888.] [1 June 1945.

ISSUE OF A DIAMOND CUTTER'S LICENCE.

It is hereby notified in terms of sub-section (6) of section *one* of the Diamond Cutting Act, 1919 (Act No. 38 of 1919) that the Minister of Mines granted on the 17th May, 1945, a licence to Pieter Andries Christiaan Nel in his capacity as Director of the Johannesburg Diamond Cutting Works (Proprietary), Limited, to carry on the business of diamond cutting at Parkleigh Court, corner of King George and Wolmarans Streets, Johannesburg.

M.M. 25/8/73.

✱ No. 889.] [1 June 1945.

It is hereby notified for general information that Maxwell Warren, John Harold Kevany and Lourens Christiaan Geldenhuys have been appointed as Temporary Assistant Inspectors of Machinery, with effect from the 2nd, 3rd and 8th January, 1945, respectively. M.M. Staff/1.

DEPARTEMENT VAN VOLKSWELSYN.

✱ No. 910.] [1 Junie 1945.

AANSTELLING VAN LID.—KIMBERLEYSE HUURRAAD.

Hierby word vir algemene inligting bekengemaak dat die Minister van Welsyn en Demobilisasie vir majoor H. R. Tuckey kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), as lid van die Kimberleyse Huurraad vir die tydperk 1 Junie 1945 tot 23 April 1948 aangestel het.

✱ No. 911.] [1 Junie 1945.

AANSTELLING VAN LEDE.—NEWCASTLESE HUURRAAD.

Hierby word vir algemene inligting gekendgemaak dat die Minister van Welsyn en Demobilisasie, ondergenoemde persone kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), as lede van die Newcastlese huurraad aangestel het vir 'n tydperk van drie jaar vanaf 19 Junie 1945:—

As voorsitter: Die magistraat, Newcastle.
As lede: P. Cowan en majoor F. Greaves.
As plaasvervangende lid: H. Ross.

✱ No. 912.] [1 Junie 1945.

AANSTELLING VAN LEDE.—PINETOWNSE HUURRAAD.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Welsyn en Demobilisasie ondergenoemde persone kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), as lede van die Pinetownse huurraad aangestel het vir 'n tydperk van drie jaar vanaf 22 Mei 1945:—

As voorsitter: Die magistraat, Pinetown.
As lede: G. M. Steere en T. H. Flint.
As plaasvervangende lid: M. G. Fannin.

✱ No. 913.] [1 Junie 1945.

AANSTELLING VAN LEDE.—KROONSTADSE HUURRAAD.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Welsyn en Demobilisasie ondergenoemde persone kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), as lede van die Kroonstadse huurraad aangestel het vir 'n tydperk van drie jaar vanaf 24 April 1945:—

As voorsitter: Die magistraat, Kroonstad.
As lid: B. J. Scott.
As plaasvervangende lid: R. G. Rowe.

✱ No. 914.] [1 Junie 1945.

AANSTELLING VAN LID.—DUNDEESE HUURRAAD.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Welsyn en Demobilisasie vir mnr. A. G. Watson kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), as lid van die Dundeese huurraad vir 'n tydperk van een jaar vanaf 1 Junie 1945 aangestel het in die plek van mnr. R. Menne wat bedank het.

✱ No. 915.] [1 Junie 1945.

INSTELLING VAN HUURRAAD.—PETRUS STEYN.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Welsyn en Demobilisasie, kragtens artikel *twee* van die Wet op Huurgelde, 1942 (Wet No. 33 van 1942), 'n huurraad vir die gedeelte van die magistraatsdistrik van Lindley wat binne die regsgebied van die spesiale vrederegter te Petrus Steyn val, ingestel het, en die volgende persone as lede van die aldus ingestelde huurraad aangestel het vir 'n tydperk van drie jaar vanaf 1 Junie 1945:

As voorsitter: Die spesiale vrederegter te Petrus Steyn.
As lid: C. Hobbs.
As plaasvervangende lid: T. Uys.

DEPARTEMENT VAN MYNWESE.

✱ No. 888.] [1 Junie 1945.

UITREIKING VAN 'N DIAMANTSLYPERSLISENSIE.

Hierby word ooreenkomstig subartikel (6) van artikel *een* van die Wet op Diamantslijperijen, 1919 (Wet No. 38 van 1919) bekendgemaak dat die Minister van Mynwese op 17 Mei 1945 'n lisensie aan Pieter Andries Christiaan Nel in sy hoedanigheid van direkteur van die Johannesburg Diamond Cutting Works (Proprietary), Limited, toegeken het om die diamantslypersbedryf te Parkleigh Court, hoek van King George- en Wolmaransstraat, Johannesburg, uit te oefen.

M.M.25/8/73.

✱ No. 889.] [1 Junie 1945.

Hierby word vir algemene inligting bekendgemaak dat Maxwell Warren, John Harold Kevany en Lourens Christiaan Geldenhuys onderskeidelik met ingang van 2, 3 en 8 Januarie 1945 as tydelike assistent-inspekteurs van masjinerie aangestel is. M.M. Staf/1.

✱ No. 890.] [1 June 1945.

Notice is hereby given that certain claims situate in the Mining Districts of Pietersburg, Barberton and Pilgrims Rest in the Province of the Transvaal, and detailed in the attached Schedule, having lapsed to the Crown in terms of section *one hundred* of the Precious and Base Metals Acts, 1908 (Act No. 35 of 1908 of the Transvaal), His Excellency the Officer Administering the Government has been pleased, under the powers vested in him by sections *thirty* and *one hundred* of the said Act, to declare the ground over which the rights have been held shall be open to the pegging of claims in accordance with the provisions of Chapter V of the said Act on and after 9 a.m. on the 20th day of June, 1945.

M.M. 22/1/12 (44).

✱ No. 890.] [1 Junie 1945.

Hierby word bekendgemaak dat, aangesien sekere kleims geleë in die myndistrikte Pietersburg, Barberton en Pelgrimsrus in die provinsie Transvaal, en in onderstaande Bylae uiteengesit, kragtens artikel *honderd* van die „ Precious and Base Metals Act, 1908 " (Wet No. 35 van 1908 van Transvaal), aan die Staat verval het, dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag behaag het om, kragtens die bevoegdheid hom verleen by artikels *dertig* en *honderd* van genoemde Wet, te verklaar dat die grond ten opsigte waarvan die regte bestaan het, vanaf 9-uur vm. op die 20ste dag van Junie 1945 ooreenkomstig die bepalings van hoofstuk V van genoemde Wet vir die afpenning van kleims oop is.

M.M. 22/1/12 (44).

SCHEDULE "A".—*BYLAE „A".*

MINING DISTRICT OF PIETERSBURG.—*MYNDISTRIK PIETERSBURG.*

BASE METAL CLAIMS—*ONEDELE METAALKLEIMS.*

Lic. No. *Lis. No.*	Distinctive Numbers of Claims. *Onderskeidingsnommers van kleims.*	Total Claims. *Getal kleims.*	Diagram Number. *Kaartnommer.*	Name of Last Registered Owner, Farm and Number. *Naam van laaste geregistreerde eienaar, plaas en nommer.*	Owner of Farm. *Eienaar van plaas.*
16746	Unnumbered (*Ongenommer*)	100	—	E. M. J. Geel, Proc. (*Prok.*) 296/27	S.A. Native Trust (*S.A. Naturelletrust*).
16750	" "	50	—	H. J. Francis, Proc. (*Prok.*) 296/27	" "
16759	" "	100	—	R. C. Janse van Rensburg, Proc. (*Prok.*) 117/22	" "
16782	" "	12	—	M. L. S. Beukes, Proc. (*Prok.*) 1892	Government (*Goewerment*).
16877	" "	100	—	L. A. W. Kubannek, Proc. (*Prok.*) 1892	S.A. Native Trust (*S.A. Naturelletrust*).
16931	" "	100	—	D. J. Harmse, Proc. (*Prok.*) 1892	" "
16952	" "	100	—	G. T. Backman, Proc. (*Prok.*) 117/22	" "
16953	" "	100	—	J. C. Foley, Proc. (*Prok.*) 117/22	" "
16982	" "	3	—	C. M. de Beer, Proc. (*Prok.*) 77/18	Government (*Goewerment*).
17010	" "	50	—	F. Martin, Proc. (*Prok.*) 33/07	S.A. Native Trust (*S.A. Naturelletrust*).
17073	" "	20	—	C. G. Steenkamp, Proc. (*Prok.*) 69/06	" "

PROSPECTING CLAIMS.—*PROSPEKTEERKLEIMS.*

5695	Unnumbered (*Ongenommer*)	1	—	J. P. Meyer, Vrischgewaagd No. 100	J. A. G. M. van Rensburg.
5699	" "	1	—	R. D. Wheelwright, *Palmietfontein No.* 101	Berliner Mission Gesellschaft.
5707	" "	1	—	J. M. Horn, Eersteling No. 87	African Gold & Base Metal Holdings Limited.
5715	" "	1	—	V. Neser, Waterval No. 211	M. Zaacks.
5716	" "	1	—	J. P. Meyer, Waterval No. 211	M. Zaacks.
5723	" "	4	—	R. F. Quinton, Eersteling No. 87	African Gold & Base Metal Holdings, Limited.
5724	" "	1	—	P. M. Grobler, Vrischgewaagd No. 100	J. A. G. M. van Rensburg.

BARBERTON MINING DISTRICT.—*MYNDISTRIK BARBERTON.*

BASE METAL CLAIMS—*ONEDELE METAALKLEIMS.*

9417	76297/308	12	S.P.R.M.T. 744	E. T. E. Andrews, Barberton	Government (*Goewerment*).
9763	Unnumbered (*Ongenommer*)	42	—	M. McAlpine, Barberton	" "
9806	" "	20	—	M. McAlpine, Barberton	" "
9831	" "	25	—	G. W. Gass, Kaapsche Hoop	" "
9855	" "	10	—	H. A. Coetzee, Kaapsche Hoop	" "
9864	" "	6	—	H. A. Coetzee, Kaapsche Hoop	" "
9871	" "	100	—	F. M. Meyer, Barberton	" "
9907	" "	40	—	H. M. McAlpine, Barberton	" "
9975	" "	100	—	L. M. Stoop, Steynsdorp	" "
9976	" "	100	—	S. C. Stoop, Steynsdosp	" "
9977	" "	100	—	G. J. Engelbrecht, Steynsdorp	" "
9984	" "	100	—	H. H. du Toit, Steynsdorp	" "
9985	" "	100	—	H. J. du Toit, Steynsdorp	" "
10001	" "	3	—	A. J. Korf, Steynsdorp	" "
10002	" "	3	—	P. P. Joubert, Steynsdorp	" "
10011	" "	50	—	R. A. Lewis, Barberton	" "
10014	" "	50	—	R. A. Lewis, Barberton	" "
9655	" "	100	—	D. M. E. Gass, Barberton	" "
9656	" "	50	—	G. W. Gass, Barberton	" "

PROSPECTING CLAIMS.—*PROSPEKTEERKLEIMS.*

4637	Unnumbered (*Ongenommer*)	1	—	J. Ferera, Kaapsche Hoop	Government (*Goewerment*).

MINING DISTRICT OF PILGRIMS REST.—*MYNDISTRIK PELGRIMSRUS.*

PROSPECTING CLAIMS.—*PROSPEKTEERKLEIMS.*

15063	Unnumbered (*Ongenommer*)	2	—	C. E. Skipp, Lisbon No. 9	Government (*Goewerment*).
15082	" "	1	—	B. McKeone, Natalshoop No. 14	C. M. v. Velden and (*en*) others (*andere*).
15213	" "	1	—	J. C. Schoeman, Natalshoop No. 14	" "
15255	" "	4	—	H. P. Steyn, Lisbon No. 9	Government (*Goewerment*).
16257	" "	1	—	C. P. Voster, Natalshoop No. 14	C. M. v. Velden and (*en*) others (*andere*).
16260	" "	8	—	D. L. Cogill, Berlyn No. 458	Government (*Goewerment*).

✱ No. 917.] [1 June 1945.

DECLARATION OF MIETJESDOORNS No. 2 ALLUVIAL DIGGING AS A DIAMOND BUYING CENTRE.

In terms of sections *twenty* and *twenty-three* of the Diamond Trade Ordinance, 1903 (Ordinance No. 63 of 1903 of the Transvaal), it is notified that from and after the date of publication of this notice in the *Gazette* and until further notice, a certain portion of Portion I of Portion B of the farm Mietjesdoorns No. H.O. 187 (formerly No. 139), situate in the District of Wolmaransstad, Mining District of Klerksdorp, Transvaal Province, and proclaimed as an alluvial digging for precious stones by Proclamation No. 65 of the 12th April, 1945, published in the *Gazette* of the 27th April, 1945, shall be a locality in respect of which licences may be issued to deal in rough and uncut diamonds.

C. F. STALLARD,
Minister of Mines.

M.M. 25/11/31.

✱ No. 917.] [1 Junie 1945.

VERKLARING VAN ALLUVIALE DELWERY MIETJESDOORNS TOT 'N DIAMANTHANDELSENTRUM.

Ooreenkomstig artikels *twintig* en *drie-en-twintig* van die „ Diamond Trade Ordinance, 1903 " (Ordonnansie No. 63 van 1903 van Transvaal), word hierby bekendgemaak dat 'n sekere gedeelte van gedeelte I van gedeelte *B* van die plaas Mietjesdoorns No. H.O. 187 (voorheen No. 139), geleë in die distrik Wolmaransstad, myndistrik Klerksdorp, Provinsie Transvaal, en geproklameer tot 'n alluviale delwery vir edelgesteentes by Proklamasie No. 65 van 12 April 1945 wat in die *Staatskoerant* van 27 April 1945 verskyn het, vanaf die datum van die publikasie van hierdie kennisgewing in die *Staatskoerant* en tot nadere kennisgewing, 'n plek is ten opsigte waarvan lisensies uitgereik kan word om in ru en ongeslypte diamante handel te dryf.

C. F. STALLARD,
Minister van Mynwese.

M.M. 25/11/31.

DEPARTMENT OF LANDS.

✱ No. 916.] [1 June 1945.

COMMITTEE OF MANAGEMENT, KLIPKOP SETTLEMENT, DISTRICT OF BRITS.—APPOINTMENT.

It is hereby notified for general information that the Minister of Lands has, in terms of paragraph 9 of the regulations framed under section *forty-six* of the Land Settlement Act, No. 12 of 1912, as amended, and published by Government Notice No. 53 of 12 January, 1940, appointed Mr. Andries Petrus Stephanus Brits, a chosen member of the Committee of Management for a period of one year as from 31st July, 1944, as Chairman of the Committee of Management for that portion of the Hartebeestpoort Irrigation Settlement, District of Brits, known as Klipkop, for the unexpired portion of the period for which Mr. Pieter Marthinus Fouche was appointed a member and Chairman of the said Committee of Management by Government Notice No. 1353 dated 18th August, 1944.

The Minister of Lands has, in terms of the said regulations, appointed Mr. Frederick John Eveleigh as a member of the Committee of Management for the unexpired portion of the period published by the above-mentioned Government Notice.

DEPARTMENT OF IRRIGATION.

✱ No. 891.] [1 June 1945.

OLIFANTS RIVER IRRIGATION SCHEME.—REGULATIONS.

It is hereby notified for general information that His Excellency the Officer Administering the Government has been pleased to repeal the regulations promulgated under Government Notice No. 850 dated 21st June, 1935, and to approve of the following regulations made in terms of section *ten* of the Olifants River Irrigation Works Act, 1943 (Act No. 10 of 1943).

INTERPRETATION OF TERMS.

In these regulations, except where the context otherwise indicates—

"Administration Engineer" means the officer appointed by the Director to administer the works;

"distribution furrow" means any furrow conveying irrigation water supplied from the works;

"holding" means any property comprising a single block of land, a portion of which is capable of being irrigated with water from the works;

"Magistrate" means the Magistrate or Assistant Magistrate at Van Rhynsdorp;

"the Act" means the Olifants River Irrigation Works Act, 1943 (Act No. 10 of 1943);

"works" means the irrigation works described in paragraph (*a*) of the First Schedule to the Act; and

any expression to which a meaning has been assigned in the Irrigation and Conservation of Waters Act, 1912 (Act No. 8 of 1912), and any amendment thereof, bears, when used in these regulations, the same meaning.

PART A.

REGULATIONS FRAMED UNDER PARAGRAPHS (*b*) AND (*c*) OF ACT NO. 10 OF 1943, TO PROVIDE FOR THE MANNER OF REGULATING THE FLOW OF WATER INTO, THE DISTRIBUTION OF WATER FROM, THE PROTECTION FROM POLLUTION AND THE USE OF WATER IN OR FROM ANY PART OF THE WORKS OF WHICH THE MAINTENANCE AND CONTROL IS VESTED IN THE MINISTER AND FOR THE PROTECTION AND PRESERVATION OF THE WORKS OR ANY PART THEREOF.

Control, Construction, Maintenance and Operation of Works.

1. The Department shall control and maintain the works.

2. Subject to regulation 5, the Department shall construct and maintain all canals, drains, structures and fences which the Director considers necessary for distributing water to holdings and for the efficient operation of the scheme and shall allot distinguishing numbers to all outlet sluices.

3. The Department may at any time pass water not wanted in any canal or branch canal to waste, through any other canal, waste channel, distribution or private furrow, or drain to the limit of its capacity.

4. The Department may pass surface run-off water over or under the canals where this measure of protection of the canals is considered necessary. Any natural surface flow that would have reached a natural drainage channel at points between the canal and the Olifants River may be intercepted by, at or above the canal and passed out of, over or under the canal at structures built for discharging it into such natural drainage channel below the canal.

5. Distribution furrows not forming part of the works shall be maintained by the owners of holdings. When any such furrow, or a portion thereof, is, in the opinion of the Director in such a condition that wastage will result if water is allowed to flow therein, or if he considers that any such furrow or portion thereof is not in a satisfactory condi-

DEPARTEMENT VAN LANDE.

✱ No. 916.] [1 Junie 1945.

KOMITEE VAN BEHEER, KLIPKOP-NEDERSETTING.—AANSTELLING.

Hierby word vir algemene inligting bekendgemaak dat die Minister van Lande, ooreenkomstig die bepalings van paragraaf 9 van die regulasies opgestel kragtens artikel *ses-en-veertig* van die Kroongrond Nederzettings Wet, No. 12 van 1912, soos gewysig, en afgekondig by Goewermentskennisgewing No. 53 van 12 Januarie 1940, die heer Andries Petrus Stephanus Brits, gekose lid vir die Komitee van Beheer vir 'n tydperk van een jaar vanaf 31 Julie 1944, benoem het tot voorsitter van die Komitee van Beheer vir die gedeelte van die Hartebeestpoort-besproeiingsnedersetting, distrik Brits, bekend as Klipkop, en wel vir die onverstreke gedeelte van die tydperk waarvoor die heer Pieter Marthinus Fouche tot lid en voorsitter van genoemde Komitee van Beheer by Goewermentskennisgewing No. 1353, gedateer 18 Augustus 1944, benoem was.

Die heer Frederick John Eveleigh is ooreenkomstig die bepalings van voornoemde regulasies deur die Minister van Lande benoem tot bykomende lid van die Komitee van Beheer vir die onverstreke tydperk aangekondig by gemelde Goewermentskennisgewing.

DEPARTEMENT VAN BESPROEIING.

✱ No. 891.] [1 Junie 1945.

OLIFANTSRIVIER-BESPROEIINGSKEMA.—REGULASIES.

Hierby word vir algemene inligting bekendgemaak dat dit Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag van die Unie van Suid-Afrika behaag het om die regulasies afgekondig by Goewermentskennisgewing No. 850 van 21 Junie 1935 te herroep en onderstaande regulasies, gemaak kragtens artikel *tien* van die Wet op die Olifantsrivier-besproeiingswerke, 1943 (Wet No. 10 van 1943) goed te keur:—

WOORDBEPALING.

Behalwe waar die samehang anders aandui, beteken in hierdie regulasies—

„Administrasie-ingenieur"; die amptenaar wat deur die Direkteur aangestel is om die werke te beheer;

„verdelingsvoor", enige voor wat besproeiingswater afkomstig van die werke;

„hoewe", 'n eiendom bestaande uit 'n enkele blok grond, 'n gedeelte waarvan besproeibaar is deur water uit die werke;

„magistraat"; die magistraat of assistent-magistraat van Van Rhynsdorp;

„die Wet", die Wet op die Olifantsrivier-besproeiingswerke, 1943 (Wet No. 10 van 1943);

„werke", die besproeiingswerke wat in paragraaf (*a*) van die Eerste Bylae van die Wet beskryf is; en

enige uitdrukking waaraan daar 'n betekenis in die Besproeiings- en Waterbewarings Wet, 1912 (Wet No. 8 van 1912) en enige wysiging daarvan, gegee is, het dieselfde betekenis wanneer dit in hierdie regulasies gebruik word.

DEEL A.

REGULASIES OPGESTEL INGEVOLGE PARAGRAWE (*b*) EN (*c*) VAN WET NO. 10 VAN 1943 OM VOORSIENING TE MAAK VIR DIE REËLINGSWYSE VAN DIE WATERSTROOM WAT IN ENIGE GEDEELTE VAN DIE WERKE, WAARVAN DIE INSTANDHOUDING EN BEHEER BY DIE MINISTER BERUS, INLOOP, DIE VERDELING VAN WATER DAARUIT, DIE BESKERMING TEEN BESOEDELING EN DIE GEBRUIK VAN WATER DAARIN OF DAARUIT, ASOOK VIR DIE BESKERMING EN BEWONING VAN DIE WERKE OF ENIGE GEDEELTE DAARVAN.

Beheer, aanleg, instandhouding en werking.

1. Die Departement beheer die werke en hou hulle in stand.

2. Onderworpe aan regulasie 5, lê die Departement alle kanale, sugslote, strukture en heinings, wat die Direkteur vir die verdeling van water aan hoewes en vir die doelmatige werking van die skema nodig beskou, aan en hou hulle in stand en wys onderskeidende nommers aan alle uitlaatsluise toe.

3. Die Departement mag te eniger tyd water, wat nie in enige kanaal of takkanaal nodig is nie, deur enige ander kanaal, afloopkanaal, verdelings- of private voor of sugsloot tot die uiterste van sy inhoudsvermoë, laat wegloop.

4. Wanneer dit nodig beskou word dat die kanale op so'n wyse beskerm moet word, mag die Departement oppervlakte-afloopwater bo-oor of onderdeur die kanale laat loop. Enige natuurlike oppervlakte-stroming wat 'n natuurlike sugsloot by punte tussen die kanaal en die Olifantsrivier sou bereik mag onderskep word by, teenaan of bokant die kanaal en weggevoer word uit, bo-oor of onderdeur die kanaal deur strukture wat gebou is vir die afvoer daarvan in sodanige natuurlike sugsloot onderkant die kanaal.

5. Verdelingsvore wat nie deel uitmaak van die werke nie, moet deur die eienaars van die hoewes in stand gehou word. Wanneer so'n voor of gedeelte daarvan volgens mening van die Direkteur in so'n toestand is dat daar vermorsing sal plaasvind as water toegelaat word om daarin te stroom, of as hy van mening is dat so'n voor of gedeelte daarvan nie in 'n

tion for the proper distribution of water, he may refuse to allow water to flow from the canal into such furrow. The Director may call upon the party or parties responsible to effect such repairs to any furrow as he considers necessary and may withhold water from such furrow or portion thereof until such time as such repairs are effected. The Department shall not be liable for any damage or loss sustained by any person as a result of water being withheld from such furrow.

6. Water available for irrigation shall be distributed in the proportion in which the scheduled area of each holding or group of holdings stands in relation to the total scheduled area, but the Director may restrict the allowance of water per morgen to a reasonable quota, which may vary with seasonal fluctuations of water available for irrigation.

7. The Director reserves the right to distribute, as he deems fit, water that would otherwise run to waste.

8. Irrigation water shall be supplied in the main and branch canals and at the sluices in these canals. The Department accepts no responsibility for the arrangements of turns or for the quantity of water reaching individual holdings which obtain their irrigation water by means of furrows taking off from the canals. The Director may allow an additional percentage of water released from such sluices to compensate for losses sustained in such furrows as he deems fit.

9. The Director may at any time interrupt the flow of water in the canals in order to effect repairs or for any other sufficient reason in the interests of the scheme.

10. Water shall not be supplied at any higher level than the Director considers reasonable.

11. Time-tables showing the quantities of water to be released from the canal sluices shall be prepared each year. These shall be in the possession of the water bailiffs and may be inspected by any owner at reasonable times. The time-tables shall show the number of the sluice, the name of the owner, the area scheduled and the quantity of water and number of hours of flow allotted to each scheduled area.

Pollution.

12. Bathing or washing in the canals or furrows which form part of the works and pollution of the water in any manner are prohibited.

13. No shed, native hut, latrine, or other structure shall be constructed above the level of the canal bed or within 100 feet of the canal bank, unless the Director's consent has been previously obtained.

Complaints.

14. Any complaint made or charge laid against an employee of the Department engaged in the maintenance or operation of the scheme, other than that of a water fault or shortage in the supply referred to in regulation 15, shall be submitted to the Director in writing and shall be made within seven days of the occurrence of the cause. No complaint or charge shall be considered unless signed by the owner or his authorised representative.

15. Water will be considered as having been received in full, unless a complaint is received by the Director or the Administration Engineer from the person entitled to use the water, within 48 hours of the occurrence of any fault or shortage in his supply.

General.

16. No unauthorised person may without the written permission of the Director enter the area covered by the works if the works have been constructed on land owned by the Government.

17. Any servitude for the passage of water agreed upon by the owners themselves shall be subject to the proviso that the furrow conveying the water is maintained in a satisfactory condition by the interested party.

18. No person shall commit any act which will have or may reasonably be expected to have the effect of impeding, hindering or interfering with the flow of water in any canal, or have the effect of endangering, potentially or otherwise, the stability of the works or any structure connected therewith or may have the effect of causing additional labour in the cleaning or maintenance of the works.

19. No sluices, check gates, outlets or any other structure for the control of water shall be operated by any person unless authorised to do so, in writing, by the Director and no alteration to the flow in the canals shall be effected in any manner whatsoever unless by a person so authorised.

20. If any person uses water in a wasteful manner or commits any act of which the reasonable result may be a wastage of water, or fails to take reasonable precautions so as to avoid the wastage of water, or interferes with the Department's officers or employees in the carrying out of their duties, he shall be guilty of an offence.

21. In the event of a subdivision by sale of a scheduled area, the Department will not be responsible for the subdivision of the water until the Department has been furnished with proof of the registration of ownership of the subdivided areas.

22. Any owner occasioning damage to roads or public thoroughfares through lack of control of water supplied to him shall be personally responsible for such damage.

bevredigende toestand vir die behoorlike verdeling van water is nie, mag hy weier om toe te laat dat water uit die kanaal in so'n voor invloei. Die Direkteur mag van die verantwoordelike persoon of persone vereis dat enige besondere voor op so'n wyse herstel word as wat hy nodig beskou en mag die water uit so'n voor of gedeelte daarvan terugehou tot tyd en wyl dit aldus herstel is. Die Departement is nie aanspreeklik vir enige skade of verlies wat deur enige persoon gely word as gevolg van die terughou van water uit so'n voor nie.

6. Water wat vir besproeiing beskikbaar is, word verdeel in die verhouding waarin die ingelyste oppervlakte van elke hoewe of groep hoewes tot die totale ingelyste oppervlakte staan, maar die Direkteur mag die toelaag water per morg beperk tot 'n redelike kwota wat met seisoenskommelings van water wat vir besproeiing beskikbaar is, mag wissel.

7. Die Direkteur behou die reg om water, wat andersins ongebruik sou wegloop, na sy goeddunke te verdeel.

8. Water vir besproeiing word in die hoof- en takkanale en by die sluise in hierdie kanale gelewer. Die Departement aanvaar geen aanspreeklikheid vir die reëling van beurte of vir die hoeveelheid water wat die afsonderlike hoewes, wat hulle besproeiingswater deur middel van vore uit die kanale verkry, bereik nie. Die Direkteur kan na goeddunke 'n ekstra hoeveelheid water uit sulke sluise uitlaat om te vergoed vir verliese gely in sulke vore.

9. Die Direkteur mag te eniger tyd die stroming van water in die kanale onderbreek met die doel om herstelwerk te verrig of om enige ander voldoende rede in belang van die skema.

10. Water word alleen op so'n peil gelewer as wat die Direkteur as redelik beskou.

11. Roosters wat die hoeveelhede water wat deur die kanaalsluise uitgelaat sal word, aantoon, moet jaarliks opgestel word. Hulle moet in die besit van die waterfiskale gehou word en kan op redelike tye deur eienaars ingesien word. Die roosters moet die nommer van die sluis aangee, die naam van die eienaar, die oppervlakte wat ingelys is, die hoeveelheid water wat aan elke ingelyste oppervlakte toegewys is en die aantal uur wat dit na so'n oppervlakte kan vloei.

Besoedeling.

12. Baai of was in die kanale of vore wat deel van die werke uitmaak en besoedeling van die water op enige manier is verbode.

13. Behalwe met die voorafgaande goedkeuring van die Direkteur mag geen skuur, naturellehut, latrine of ander struktuur bo die hoogte van die kanaalbedding of nader as 100 voet van die kant van die kanaal af, opgerig word nie.

Klagtes.

14. Enige klag of aanklag teen 'n werknemer van die Departement wat te doen het met die instandhouding en werking van die skema, behalwe in die geval van 'n waterfout of 'n tekort in die voorraad waarna in regulasie 15 verwys word, moet binne sewe dae nadat die oorsaak daarvan ontstaan het, skriftelik by die Direkteur ingedien word. Geen klag of aanklag sal oorweeg word nie tensy dit deur die eienaar of sy gemagtigde verteenwoordiger geteken is.

15. Beskou word dat die volle hoeveelheid water ontvang is tensy die persoon wat geregtig is om die water te gebruik binne 48 uur nadat 'n fout of tekort in sy toevoer ontstaan het, 'n klagte by die Direkteur of die Administrasie-ingenieur indien.

Algemeen.

16. Sonder die skriftelike toestemming van die Direkteur het geen ongemagtigde persoon reg van toegang tot die gebied wat deur die werke beslaan word as die werke aangelê is op grond wat aan die Regering behoort.

17. Enige serwituut vir die vervoer van water waaromtrent eienaars onder hulself ooreengekom het, is onderworpe aan die voorwaarde dat die voor wat die water vervoer deur die belanghebbende party in 'n bevredigende toestand gehou word.

18. Niemand mag enige handeling verrig wat die vloei van die water in die kanaal vertraag, hinder of belemmer nie, of sulks moontlik mag doen, of wat die stewigheid van die werke of enige struktuur wat daarmee in verband staan, potensiëel of andersins in gevaar stel, of wat mag meebring dat ekstra arbeid vir die skoonmaak of instandhouding van die werke gebruik moet word.

19. Niemand mag enige sluise, kontroleersluise en uitlaatsluise of enige ander struktuur vir die beheer van water hanteer nie tensy hy skriftelik deur die Direkteur daartoe gemagtig is en geen verandering in die voei van die water in die kanale mag op watter wyse ook al aangebring word nie tensy dit gedoen word deur iemand wat daartoe gemagtig is.

20. As enigeen water vermors of 'n handeling verrig wat die vermorsing van water tot moontlike gevolg mag hê of versuim om redelike voorsorgsmaatreëls te tref om die vermorsing van water te voorkom, of die beamptes of werknemers van die Departement hinder in die uitvoering van hul pligte, is hy skuldig aan 'n misdryf.

21. Ingeval 'n ingelyste oppervlakte deur verkoop onderverdeel word, is die Departement, tot tyd en wyl bewys aan hom gelewer is dat die eiendomsreg op die ondervermelde oppervlaktes geregistreer is, nie aanspreeklik vir die onderverdeling van die water nie.

22. 'n Eienaar wat skade aan paaie of publieke deurgange veroorsaak deurdat hy versuim om die water wat aan hom gelewer word, te beheer, is persoonlik aanspreeklik vir sodanige skade.

PART B.

REGULATIONS FRAMED UNDER PARAGRAPHS (*e*) AND (*f*) OF SUBSECTION (1) OF SECTION *ten* OF THE ACT, PRESCRIBING THE MANNER IN WHICH MEMBERS OF THE ADVISORY COMMITTEE REFERRED TO IN SECTION *five* OF THE ACT SHALL BE ELECTED AND THE PROCEDURE TO BE FOLLOWED AT MEETINGS OF THE COMMITTEE.

Irrigation Voters' List.

1. As soon as may be after the promulgation of these regulations, a list, to be called the irrigation voters' list, shall be prepared by the Administration Engineer and shall show in alphabetical order the full name of every person who is for the time being on the assessment roll compiled as hereinafter provided, and the number of votes to which such person is entitled.

Qualification of Voters and Scale of Voting at an Election of Member of the Advisory Committee.

2. (1) Every person whose name appears on the irrigation voters' list and whose rates are not in arrear for three months or more at the date of an election of members of the advisory committee (hereinafter referred to as the committee) shall be entitled to vote at that election: Provided that—

(*a*) if rateable land be owned jointly, by two or more persons, each of whom does not occupy a separate and defined portion thereof, and if the total number of morgen in the irrigable area of such land be not less than the total number of such persons, each of them may vote in respect of an irrigable area equal to the total number of morgen in the irrigable area divided by the number of persons; otherwise only so many of them may vote as there are morgen in such land, and such persons only may vote as the owners in writing name as the persons delegated to vote on their behalf;

(*b*) if the rateable land be owned by the Government or a corporate body, the person duly authorised under a special power of attorney from the Minister or the corporate body (as the case may be) shall be entitled to vote in respect of that land, and he shall vote as if he were the owner and on the same scale as is applicable to the owner.

(2) Every person exercising his right to vote shall vote upon the following scale, that is to say: If the irrigable area in respect of which he is entitled to vote be not more than five morgen in extent, he shall have in respect of each vacancy to be filled at the election one vote and for every additional five morgen or part thereof one additional vote, but no voter shall give more than ten votes for any single candidate.

Revision of Voters' List.

3. The voters' list prepared by the Administration Engineer shall, in the manner hereinafter provided, be revised for each year in which an election of a member or members of the committee is held.

4. Immediately after the preparation of the list by the Administration Engineer, and for the purposes of a subsequent revision thereof, the Minister shall notify by advertisement in the *Gazette* and in such other manner as he may from time to time deem expedient that, from a specified date, a copy of the list will lie for inspection at the offices of the Administration Engineer and of the Magistrate. The list shall thereupon be open for inspection during the ordinary hours of attendance, for a period of fourteen days from the specified date. The notice shall also intimate that upon a certain date and at an hour and place therein set forth, claims to be inserted in the voters' list or objections to any names included therein will be heard and determined by the Magistrate in accordance with the provisions of these regulations.

5. On the day so notified, the Magistrate shall, in open court, hear all claims and objections, and shall then and there determine and adjudicate thereon, or may at his discretion adjourn the sitting of the Court from time to time as he may deem necessary.

6. In the investigation of and adjudication upon claims and objections, the magistrate shall be guided by the following directions, provisions and considerations; that is to say, he shall—

(*a*) insert the name of every person in respect of whom it shall be proved to the magistrate's satisfaction that such person is legally and properly to be inserted in the voters' list;

(*b*) except in cases of death, retain on the list the names of all persons in respect of whom no objections have been made;

(*c*) retain on the list the name of every person objected to, unless the person objecting appears in person or by someone duly authorised in writing under his hand, in support of such objection, and establishes the objection by proof to the satisfaction of the Court;

(*d*) expunge from the voters' list the name of the person objected to only in case the objection made is satisfactorily proved;

(*e*) expunge from the voters' list the name of any person inserted who is proved to be dead;

(*f*) correct any mistake or bona fide error or omission which may appear to have been made in the voters' list.

DEEL B.

REGULASIES OPGESTEL INGEVOLGE PARAGRAWE (*e*) EN (*f*) VAN SUBARTIKEL (1) VAN ARTIKEL *tien* VAN DIE WET, WAT DIE MANIER VOORSKRYF WAAROP LEDE VAN DIE RAADGEWENDE KOMITEE, WAARNA IN ARTIKEL *vyf* VAN DIE WET VERWYS WORD, VERKIES MOET WORD EN DIE PROSEDURE WAT BY VERGADERINGS VAN DIE KOMITEE GEVOLG MOET WORD.

Besproeiingskieserslys.

1. So gou moontlik na die afkondiging van hierdie regulasies moet 'n lys, genoem die besproeiingskieserslys, deur die Administrasie-ingenieur opgestel word waarin in alfabetiese volgorde die volle name aangegee word van elke persoon wat as dan op die belastingrol, opgestel soos hierna bepaal, verskyn, asook die aantal stemme waarop so'n persoon geregtig is.

Kwalifikasies van kiesers en skaal waarvolgens by 'n verkiesing van lede van die raadgewende komitee gestem word.

2. (1) Elkeen wie se naam op die besproeiingskieserslys voorkom en wie se belastings, op die datum waarop lede van die raadgewende komitee (hierna die komitee genoem) verkies word, nie vir drie maande of meer agterstallig is nie, is geregtig om by daardie verkiesing te stem, met dien verstande dat—

(*a*) indien belasbare grond gesamentlik aan twee of meer persone behoort van wie elkeen nie 'n afsonderlike en 'n omskrewe gedeelte daarvan bewoon nie, en indien die totale getal morge waaruit die besproeibare oppervlakte van sodanige grond bestaan, nie minder is as die totale getal van sulke persone nie, elkeen van hulle mag stem ten opsigte van 'n besproeibare oppervlakte wat gelyk is aan die totale getal morge wat die besproeibare oppervlakte beslaan, gedeel deur die aantal persone; anders mag slegs soveel van hulle stem as wat die getal morge is wat sodanige grond beslaan en slegs sulke persone mag stem as wat die eienaars skriftelik genoem het as die persone wat hulle afgevaardig het om namens hulle te stem;

(*b*) as die belasbare grond aan die regering of 'n liggaam met regspersoonlikheid behoort, is die persoon wat behoorlik kragtens 'n spesiale volmag van die Minister of deur die liggaam met regspersoonlikheid (al na die geval) gemagtig is, geregtig om ten opsigte van daardie grond te stem, en hy stem asof hy die eienaar was en volgens dieselfde skaal as wat op die eienaar van toepassing is.

(2) Elkeen wat stemreg uitoefen, moet volgens die volgende skaal stem, d.w.s.; as die besproeibare oppervlakte ten opsigte waarvan hy geregtig is om te stem, nie meer as vyf morge groot is nie, het hy, ten opsigte van elke vakature wat by die verkiesing gevul moet word, een stem, en vir elke addisionele vyf morge of gedeelte daarvan, een addisionele stem, maar geen kieser mag meer as tien stemme op een besondere kandidaat uitbring nie.

Hersiening van kieserslys.

3. Die kieserslys wat deur die Administrasie-ingenieur opgestel is, moet vir elke jaar waarin 'n verkiesing van een of meer lede van die komitee gehou word, hersien word en wel op die volgende manier:—

4. Onmiddellik nadat die Administrasie-ingenieur die lys opgestel het en vir doeleindes van 'n latere hersiening daarvan, maak die Minister deur advertensie in die *Staatskoerant* en op so'n ander wyse as wat hy van tyd tot tyd wenslik ag, bekend dat vanaf 'n bepaalde datum, 'n afskrif van die lys in die kantore van die Administrasie-ingenieur en die Magistraat ter insae sal lê. Die lys moet daarna vir 'n tydperk van veertien dae vanaf die bepaalde datum gedurende die gewone werksure vir insae beskikbaar wees. Die kennisgewing moet ook vermeld dat op 'n sekere datum en op 'n uur en plek daarin genoem aansprake wat in die kieserslys ingevoeg sal word of besware teen enige name wat daarin opgeneem is, verhoor en deur die Magistraat ooreenkomstig die bepalings van hierdie regulasies beslis sal word.

5. Op die aangekondigde datum moet die Magistraat in die ope hof alle aansprake en besware verhoor en wat daar en dan daaroor beslis en uitspraak gee, of hy mag na goeddunke die hofsitting van tyd tot tyd verdaag as hy dit nodig ag.

6. By die ondersoek van en uitspraak in verband met aansprake en besware, moet die Magistraat gelei word deur die volgende voorskrifte, bepalings en oorwegings; d.w.s., hy moet—

(*a*) die naam van elke persoon ten opsigte van wie daar bevredigende bewys aan die Magistraat gelewer is dat so'n persoon wettiglik en behoorlik in die kieserslys opgeneem kan word, invoeg;

(*b*) behalwe in gevalle van dood, die name van alle persone ten opsigte van wie geen besware gemaak is nie, op die lys behou;

(*c*) die naam van elke persoon teen wie besware ingebring is op die lys behou, tensy die persoon wat beswaar maak persoonlik verskyn, of deur iemand wat skriftelik deur hom gemagtig is, verteenwoordig word en die beswaar deur bevredigende bewys aan die Hof staaf;

(*d*) die naam van die persoon teen wie beswaar ingebring is, alleen skrap ingeval die beswaar bevredigend bewys is;

(*e*) die naam van enige persoon van wie bewys is dat hy dood is, van die kieserslys skrap;

(*f*) enige onjuistheid of *bona fide* fout of weglating wat in die kieserslys mag voorkom, verbeter.

Qualification of Members of Advisory Committee.

7. No person whose name is not on the voters' list or whose rates are in arrear for three months or more at the date of his proposed election shall be eligible for election as a member of the committee.

Election of Members of Committee.

8. The duties of returning officer at an election of members of the committee shall be performed by the Magistrate.

9. The returning officer shall, in regard to each general election, by notice published in the *Gazette* and some newspaper or newspapers circulating in the district, fix and appoint the day, hour, and places where polling for such election shall take place; provided that such notice shall be published as hereinbefore mentioned for not less than one month before the day named in the notice for the general election.

10. Upon the day appointed as aforesaid for the election of members of the committee, the returning officer shall hold a public court for the nomination of persons proposed as members of the committee. Every such person shall be nominated by some qualified voter and shall be seconded by some other qualified voter. If the number of persons so proposed be not greater than the number of members to be elected, then the persons so proposed shall then and there be declared to be duly elected, and their names shall forthwith be published in the *Gazette* as the duly elected members of the committee.

11. In cases where the number of persons proposed shall exceed the number of members to be elected, the provisions of regulations 11 to 18 of Part IV of the regulations framed under the Irrigation and Conservation of Waters Act, 1912 (Act No. 8 of 1912), and published under Government Notice No. 1692 in the *Gazette* of the 9th December, 1912, as amended by Government Notices Nos. 870 of 6th July, 1917, 1271 of the 28th September, 1917, 1298 of the 29th July, 1925 and 889 of the 29th June, 1934, shall apply *mutatis mutandis*.

12. If a member of the committee ceases to possess the qualifications which would render him eligible to have his name included in the voters' list if a new list were at that time framed, or if he dies or resigns or absents himself from four consecutive meetings of the committee without having previously obtained the leave thereof, his office shall become vacant.

As often as such vacancy occurs, the regulations relating to the general election of members shall apply, *mutatis mutandis*, to the election of a member to fill the casual vacancy; provided that the date to be fixed for the election to fill a casual vacancy shall be in the discretion of the returning officer.

13. Every retiring member shall, if qualified in terms of these regulations, be eligible for re-election.

Procedure to be followed at Meetings of the Committee.

14. The committee shall meet once every third month at a place and hour fixed by the Director from time to time; provided that the chairman of the committee may convene special meetings at any other time, should he consider that special circumstances necessitate such meetings.

15. Every meeting of the committee shall be convened by the chairman, or officer appointed by him, by written notice sent by post to each member of the committee at his usual address. The notice shall specify the date, hour and place of such meeting and include a copy of the agenda to be considered thereat.

16. All questions for the consideration of the committee at any meeting shall be decided by a majority of the members present at such meeting, and in case of an equality of votes, the chairman shall have a casting vote in addition to his deliberate vote. The names of all members present at each meeting shall be recorded in a minute book to be kept for the purpose by the secretary of the committee.

The chairman shall decide whether it is competent for the committee to discuss any subject matter not on the agenda introduced by a member thereof and the chairman's decision shall be final.

17. On all other points of procedure it shall be in the discretion of the chairman to be guided by those provisions of Part IV of the regulations referred to in regulation 11, which relate to the procedure to be followed by irrigation boards at meetings thereof.

PART C.

REGULATIONS FRAMED UNDER PARAGRAPHS (*a*) AND (*d*) OF SUBSECTION (1) OF SECTION *ten* OF THE ACT, PRESCRIBING THE METHOD OF PREPARING A SCHEDULE OF IRRIGABLE AREAS AND OF LEVYING AND RECOVERING IRRIGATION RATES ON LAND WHICH IS IRRIGABLE OR BENEFITS DIRECTLY OR INDIRECTLY BY WATER FROM THE WORKS.

Preparation of Schedule of Irrigable Areas.

1. The Minister shall determine, in such manner as he may deem fit; the extent of the land comprised in every piece of land within the area described in paragraph (*a*) of the Second Schedule to the Act, which may be irrigated by means of

Kwalifikasies van lede van raadgewende komitee.

7. Niemand wie se naam nie op die kieserslys voorkom nie of wie se belastings op die datum van sy voorgestelde verkiesing vir drie maande of meer agterstallig is, is bevoeg om as lid van die komitee verkies te word.

Verkiesing van lede van die komitee.

8. Die pligte van kiesbeampte by 'n verkiesing van lede van die komitee moet deur die magistraat waargeneem word.

9. Die kiesbeampte moet, vir doeleindes van elke algemene verkiesing, deur kennisgewing in die *Staatskoerant* en 'n nuusblad of nuusblaaie wat in die distrik in omloop is, die dag, uur en plekke vasstel en bepaal waar die stemming so'n verkiesing sal plaasvind; met dien verstande dat so'n kennisgewing soos voornoem nie minder as een maand voor die dag genoem in die kennisgewing vir die algemene verkiesing, gepubliseer moet word nie.

10. Op die dag wat soos voornoem vir die verkiesing van lede van die komitee bepaal is, moet die kiesbeampte 'n openbare hof hou vir die nominasie van persone wat voorgestel is as lede van die komitee. Iedere sodanige persoon moet deur 'n bevoegde kieser genomineer en deur 'n ander bevoegde kieser gesekondeer word. As die getal persone wat voorgestel is nie meer is as die getal lede wat verkies moet word nie, moet die voorgestelde persone daar en dan as behoorlik verkose verklaar en hul name onverwyld in die *Staatskoerant* as die behoorlik verkose lede van die komitee gepubliseer word.

11. In gevalle waar die getal voorgestelde persone meer is as die getal lede wat verkies moet word, is die bepalings van regulasies 11 tot 18 van Deel IV van die regulasies opgestel ingevolge die Besproeiings- en Waterbewarings Wet, 1912 (Wet No. 8 van 1912), en gepubliseer by Goewermentskennisgewing No. 1692 in die *Staatskoerant* van 9 Desember 1912, soos gewysig by Goewermentskennisgewings Nos. 870 van 6 Julie 1917, 1271 van 28 September 1917, 1298 van 29 Julie 1925, en 889 van 29 Junie 1934, *mutatis mutandis* van toepassing.

12. As 'n lid van die komitee nie meer die kwalifikasies besit wat vereis word vir die opname van sy naam in 'n kieserslys indien 'n nuwe lys op daardie tydstip opgestel sou word, of as hy sterf of bedank of van vier agtereenvolgende vergaderings van die komitee sonder voorafgaande verlof afwesig is, word sy lidmaatskap as beëindig beskou.

So dikwels as wat so'n vakature ontstaan, is die regulasies wat op die algemene verkiesing van lede betrekking het *mutatis mutandis* van toepassing op die verkiesing van 'n lid om die toevallige vakature te vul; met dien verstande dat die datum wat vir die verkiesing in die geval van 'n toevallige vakature vasgestel moet word, aan die goeddunke van die kiesbeampte oorgelaat word.

13. Iedere aftredende lid is herkiesbaar indien hy volgens die bepalings van hierdie regulasies die vereiste kwalifikases besit.

Prosedure wat by komitee vergaderings gevolg moet word.

14. Die komitee moet eenmaal elke drie maande vergader op 'n plek en uur wat van tyd tot tyd deur die direkteur bepaal moet word; met dien verstande dat die voorsitter van die komitee spesiale vergaderings op enige ander tyd kan belê as hy van mening is dat spesiale omstandighede sulke vergaderings noodsaaklik maak.

15. Elke vergadering van die komitee moet deur die voorsitter of 'n beampte wat deur hom aangestel is deur skriftelike kennisgewing per pos aan elke lid van die komitee aan sy gewone adres belê word. Die kennisgewing moet die datum, uur en plek van so'n vergadering aangee, en moet vergesel gaan van 'n afskrif van die agenda wat op die vergadering oorweeg sal word.

16. Alle vraagstukke wat vir oorweging deur die komitee by enige vergadering voorgelê word, moet deur 'n meerderheid van die lede by so'n vergadering beslis word en ingeval van 'n staking van stemme, het die voorsitter 'n beslissende stem benewens sy beraadslagende stem. Die name van al die lede wat elke vergadering bywoon moet in 'n notuleboek, wat vir dié doel deur die sekretaris van die komitee gehou word, opgeteken word.

Die voorsitter moet besluit of die komitee bevoeg is om 'n saak wat nie op die agenda voorkom nie, maar wat deur 'n lid van die Komitee voorgestel is, te bespreek, en die voorsitter se besluit is finaal.

17. Op alle ander punte in verband met die prosedure kan die voorsitter hom na goeddunke deur daardie bepalings van deel IV van die regulasies, waarna in regulasie 11 verwys word, en wat op die prosedure wat by vergaderings van besproeiingsrade gevolg word, betrekking het, laat lei.

DEEL C.

REGULASIES OPGESTEL INGEVOLGE PARAGRAWE (*a*) EN (*d*) VAN SUBARTIKEL (1) VAN ARTIKEL *tien* VAN DIE WET, VIR DIE VASSTELLING VAN DIE METODE WAT GEVOLG MOET WORD BY DIE OPSTEL VAN 'N LYS VAN BESPROEIBARE GROND EN BY DIE HEFFING EN INVORDERING VAN BESPROEIINGSBELASTINGS OP GROND WAT BESPROEIBAAR IS OF WAT DIREK OF INDIREK DEUR WATER VAN DIE WERKE BEVOORDEEL WORD.

Opstel van lys van besproeibare oppervlaktes.

1. Die Minister stel op 'n manier wat hy goed dink die grootte vas van die grond wat begrepe is in elke stuk grond binne die gebied wat beskryf is in paragraaf (*a*) van die Tweede Bylae van die Wet, wat besproei mag word deur

water from the works, and shall cause to be prepared a schedule in respect of every such area setting forth—

(*a*) a description of every piece of land in that area;

(*b*) the extent of every such piece of land;

(*c*) particulars of the title deed according to which that piece of land was last transferred;

(*d*) the name of the owner of that piece of land; and

(*e*) the extent of the land forming part of that piece of land in respect of which water may be supplied from the works.

2. The Minister may at any time extend or reduce the extent of the land, forming part of any piece of land which is, in terms of a determination made by him under regulation 1 to be irrigated by means of water from the works, and shall in that event cause the necessary amendments to be made to the schedule prepared under that regulation in respect of the area to be so irrigated.

3. The schedule prepared in terms of regulation 1 shall lie in the office of the Administration Engineer and shall be open to inspection, free of charge, by any person interested.

Assessment of Rates.

4. Irrigation rates shall be assessed by the Minister each year (hereinafter referred to as an assessment year) per morgen of scheduled irrigable land in respect of which water is supplied from the works.

5. When an irrigation rate has been assessed, notification thereof shall be given in the *Gazette*, and in a newspaper or newspapers circulating in the district.

Preparation of Assessment Roll.

6. As soon as may be after an irrigation rate has been assessed the Director shall cause to be prepared an assessment roll specifying the assessment year in respect of which such rate has been assessed and, in respect of each person liable to pay irrigation rates, the name of that person, the land in respect of which such rate is assessed, the number of morgen rateable, the rate per morgen, and the total amount payable by that person.

7. A copy of the assessment roll shall lie in the office of the Administration Engineer, and shall be open to inspection, free of charge, by any person interested.

Notification of Rate.

8. A notice shall be posted in a conspicuous place at the office of the Administration Engineer to the effect that an irrigation rate has been assessed. Such notice shall state the assessment year in respect of which the rate has been assessed and shall contain the particulars of the rate and the time when and the place where the rate is payable.

9. The Administration Engineer shall send a notice of assessment, in which the details referred to in regulations 6 and 8 shall be specified, to each person liable for irrigation rates, but the non-receipt of such notice shall not relieve any person of the obligation to pay the rate at the place and on the date so specified.

Period of Assessment Year.

10. An assessment year shall begin on the first day of April and end on the succeeding thirty-first day of March but the full rate levied for an assessment year shall be due on the thirty-first day of December preceding the end of that year.

Penalties.

11. Failure to pay the rate due on or before the day referred to in regulation 8 shall render owners liable to have their supply of irrigation water cut off without notice, and the Director may take such further steps for the recovery of the debt as he may deem fit.

12. Any person who contravenes or fails to comply with any of these regulations shall be guilty of an offence and liable, on conviction, to a fine not exceeding twenty-five pounds, and in default of payment to imprisonment with or without hard labour for a period not exceeding two months.

NOTE.—Attention is invited to the provisions of sub-section (2) of section *six* of Act No. 10 of 1943, whereunder the maximum rate which may be levied is fixed at 25s. (twenty-five shillings) per morgen per annum.

DEPARTMENT OF JUSTICE.

* No. 892.] [1 June 1945.

PUBLIC BODIES DECLARED "PUBLIC INSTITUTIONS".

Under the powers vested in me by regulation 3 of the regulations set forth in War Measure No. 32 of 1944 (Proclamation No. 83 of 1944), published in *Government Gazette Extraordinary* No. 3331 of the 21st April, 1944, I, NICOLAAS JACOBUS DE WET, Officer Administering the Government of the Union of South Africa, do hereby declare the following bodies "public institutions" for the purpose of the said regulations:—

The Central and Local Road Transportation Boards.
The Perishable Products Export Control Board.
The South African Shipping Board.

middel van water uit die werke, en laat 'n lys ten opsigte van elke sodanige oppervlakte opstel waarin aangegee word—

(*a*) 'n beskrywing van elke stuk grond in daardie gebied;

(*b*) die grootte van elke sodanige stuk grond;

(*c*) besonderhede van die transportakte waarvolgens daardie stuk grond laas oorgedra is;

(*d*) die naam van die eienaar van daardie stuk grond; en

(*e*) die grootte van die grond, wat deel uitmaak van daardie stuk grond, ten opsigte waarvan water uit die werke gelewer mag word.

2. Die Minister kan te eniger tyd die grootte van die grond, wat deel uitmaak van enige stuk grond wat ingevolge 'n vasstelling deur hom kragtens regulasie 1, met water uit die werke besproei moet word, uitbrei of inkort, en laat in die geval die nodige wysigings in die lys wat ingevolge daardie regulasie opgestel is ten opsigte van daardie gebied aanbring.

3. Die lys wat ingevolge artikel 1 opgestel is, moet in die kantoor van die Administrasie-ingenieur lê en kan kosteloos deur enige belanghebbende persoon ingesien word.

Heffing van belastings.

4. Besproeiingsbelastings word jaarliks (hierna belastingjaar genoem) deur die Minister ten opsigte van elke morg ingelyste besproeibare grond waaraan water uit die werke gelewer word, gehef.

5. Wanneer 'n besproeiingsbelasting gehef is, moet kennis daarvan in die *Staatskoerant* en in 'n nuusblad of nuusblaaie wat in die distrik in omloop is, gegee word.

Opstel van belastingrol.

6. So gou moontlik nadat 'n besproeiingsbelasting gehef is, moet die Direkteur 'n belastingrol laat opstel, met vermelding daarin van die belastingjaar ten opsigte waarvan die belasting gehef is, en, ten opsigte van elke belastingpligtige, die name van daardie persoon, die grond ten opsigte waarvan die belasting gehef is, die getal belasbare morge, die tarief per morg en die totale bedrag wat deur daardie persoon betaalbaar is.

7. 'n Afskrif van die belastingrol moet in die kantoor van die Administrasie-ingenieur lê en kan kosteloos deur enige belanghebbende persoon ingesien word.

Kennisgewing van belasting.

8. 'n Kennisgewing dat 'n besproeiingsbelasting gehef is, moet by die kantoor van die Administrasie-ingenieur op 'n opvallende plek opgeplak word. So'n kennisgewing moet die belastingjaar ten opsigte waarvan die belasting gehef is, aantoon en moet ook die besonderhede van die belasting en die tyd en plek waar die belasting betaalbaar is, bevat.

9. Die Administrasie-ingenieur moet 'n kennisgewing van die vasstelling van belasting waarin die gegewens waarna in regulasies 46 en 48 verwys word, aan elke belastingpligtige stuur, maar die nie-ontvangs van sodanige kennisgewing onthef niemand van die verpligting om die belasting op die vasgestelde plek en datum te betaal nie.

Tydperk van belastingjaar.

10. 'n Belastingjaar begin op die eerste dag van April en eindig op die een-en-dertigste dag van die daaropvolgende Maartmaand, maar die volle belasting wat vasgestel is vir 'n belastingjaar is betaalbaar op die een-en-dertigste dag van Desember wat die einde van die belastingjaar voorafgaan.

Boetes.

11. Versuim om die verskuldigde belasting voor of op die dag waarna in regulasie 8 verwys word, te betaal, stel die eienaars bloot aan 'n stopsetting van hulle watervoorraad sonder kennisgewing en die Direkteur mag sodanige ander stappe vir die invordering van die skuld doen, as wat hy goed dink.

12. Iemand wat enigeen van hierdie regulasies oortree of versuim om daaraan gevolg te gee, pleeg 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens vyf-en-twintig pond en by wanbetaling met tronkstraf met of sonder harde arbeid vir 'n tydperk van hoogstens twee maande.

NOOT.—Die aandag word gevestig op die bepalings van subartikel (2) van artikel *ses* van Wet No. 10 van 1943, waarby die maksimum belasting wat gehef mag word op 25s. (vyf-en-twintig sjielings) per morg per jaar vasgestel is.

DEPARTEMENT VAN JUSTISIE.

* No. 892.] [1 Junie 1945.

OPENBARE LIGGAME TOT „OPENBARE INRIGTINGS" VERKLAAR.

Kragtens die bevoegdheid my verleen by regulasie 3 van die regulasies vervat in Oorlogsmaatreël No. 32 van 1944 (Proklamasie No. 83 van 1944), gepubliseer in *Buitengewone Staatskoerant* No. 3331 van 21 April 1944, verklaar ek, NICOLAAS JACOBUS DE WET, Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag van die Unie van Suid-Afrika, hierby dat onderstaande liggame vir doeleindes van gemelde regulasies „openbare inrigtings" is:—

Sentrale en Plaaslike Padvervoerrade:
Die Raad van Toesig op die Uitvoer van Bederfbare Produkte.
Die Suid-Afrikaanse Skeepvaartraad.

GENERAL NOTICES.

CO-OPERATIVE AGRICULTURAL SOCIETIES.

✱ NOTICE No. 412 OF 1945.

MEMBERSHIP LISTS.

The following particulars in regard to the membership of Co-operative Agricultural Societies are published by the Registrar of Co-operative Societies for general information, in accordance with the provisions of sub-section (3) of section *forty-eight* of the Co-operative Societies Act, No. 29 of 1939.

Pretoria, 25th May, 1945.

DORDRECHT KOÖPERATIEWE GRAANVERENIGING.

No. *No.*	Name and Address. *Naam en Adres.*	Date of Termination of Membership. *Datum van beëindiging van lidmaatskap.*	Reason for Termination of Membership. *Rede vir beëindiging van lidmaatskap.*
871	Strydom, Frederick Willem, Jnr., Brakfontein, Pk. Dordrecht	31/10/44	Death—*Oorlede.*

DIE MAGALIESBERGSE KOOPERATIEWE TABAKPLANTERS-VERENIGING.
TERMINATION OF MEMBERSHIP.
BEËINDIGING VAN LIDMAATSKAP.

No. *No.*	Name and Address. *Naam en Adres.*	Date of Termination of Membership. *Datum van beëindiging van lidmaatskap.*	Reason for Termination of Membership. *Rede vir beëindiging van lidmaatskap.*
7150	Nortje, Sarel Petrus, Plot 121, Pk. Mamagalieskraal	31/3/45	Death—*Oorlede.*
8453	Stander, Jacobus Johannes, Jnr., Krokodildrift, Pk. Buits.	"	"

✱ NOTICE No. 413 OF 1945.

With reference to Notice No. 405 of the 10th August, 1934, the following amended particulars in regard to the registered name of member No. 7944, Jan Lewies van den Berg, in the additional list of members of the Magaliesbergse "Koöperatiewe Tabakplantersvereniging", are published by the Registrar of Co-operative Societies for general information:—

No.	Name.	Address.
7994	Van den Berg, Jan *Louis*	Buffelsfontein, P.O. Vlakdrift.

Department of Agriculture and Forestry,
Pretoria.

✱ NOTICE No. 419 OF 1945.

The following particulars in regard to the membership of Co-operative Agricultural Societies are published by the Registrar of Co-operative Societies for general information, in accordance with the provisions of sub-section (3) of section *forty-eight* of the Co-operative Societies Act, No. 29 of 1939.

Pretoria, 1st June, 1945.

CALEDON BOEREN KO-OPERATIEVE VERENIGING.
ADDITIONAL LIST OF MEMBERS.—*AANVULLINGSLYS VAN LEDE.*

No.	Name.—*Naam.*	Address.—*Adres.*
975	Fourie, Jacob Matthys	Houtbaai, Pk. Oudekraal, Dist. Caledon.
976	Fourie, Johannes Jacobus Urbanus	Waboomsrivier, Pk. Paviesvlei, Dist. Caledon.
977	Ritter, Nicolaas Bernardus	Avondrust, Posbus 20, Caledon.

ALGEMENE KENNISGEWINGS.

KOÖPERATIEWE LANDBOUVERENIGINGS.

✱ KENNISGEWING No. 412 VAN 1945.

LIDMAATSKAPLYSTE.

Die volgende besonderhede in verband met die lidmaatskap van Koöperatiewe Landbouverenigings, word deur die Registrateur van Koöperatiewe Verenigings vir algemene inligting gepubliseer, ooreenkomstig die bepalings van subartikel (3) van artikel *agt-en-veertig*, van die Wet op Koöperatiewe Verenigings No. 29 van 1939.

Pretoria, 25 Mei 1945.

SUID-WESTELIKE TRANSVAALSE KO-OPERATIEWE LANDBOU-VERENIGING.
ADDITIONAL LIST OF MEMBERS.—*AANVULLINGSLYS VAN LEDE.*

No.	Name.—*Naam.*	Address.—*Adres.*
5351	Botma, Marthinus Christoffel	Oersonskraal, Pk. Maquassi.
5352	Coetsee, Martin Dreyer	Oersonskraal, Pk. Boskuil.
5353	King, John	Hartebeespan, Pk. Christiana.
5354	Kruger, Johannes Christiaan	Tierkop, Posbus 54, Christiana.
5355	Lourens, Hendrik Johannes	Maraisdale, Pretoriusstraat, Christiana.
5356	Louw, Hendrik Carel	Kromellenboog, Pk. Christiana.
5357	Marais, Marthinus Prinsloo	Wildehondepan, Posbus 45, Hoopstad.
5358	Maree, Dawid Jacobus	Doringbos, Pk. Bloemhof.
5359	Merwe, van der, George Heinrich	Prospeckt, Hoofstraat, Pk. Christiana.
5360	Naudé, Jominus Stephanus	Prospect, Robynstraat, Pk. Christiana.
5361	Olivier, Hercules Stephanus	Prospect, Pk. Christiana.
5362	Pretorius, Barend Petrus Gerhardus	Gedeelte 26, Pk. Schweizer Reneke.
5363	Smith, David Stefanes	Wildebeeskantoor, Pk. Leeuwdoornsstad.
5364	Spamer, Jacobus Lucas Mattheus	Hartebeespan, Camelford, P.O. Christiana.
5365	Strauss, Ernst Hendrik	Geluk, Pk. Hoopstad.
5366	Strauss, Frederik Johannes	Droëhout, Posbus 91, Upington.
5367	Viljoen, Andries Bester	Content, Posbus 75, Vryburg.
5368	Wessels, Izak Jacobus	Goewermentsregt., Pk. Hoopstad.
5369	Wyk, van, Sarel Johannes	Groenpunt, Pk. Boshof.

✱ KENNISGEWING No. 413 VAN 1945.

Met betrekking tot Kennisgewing No. 405 van die 10de Augustus 1934, word die volgende gewysigde besonderhede in verband met die geregistreerde naam van lid No. 7944, Jan Lewies van den Berg, in die aanvullingslys van lede van die Magaliesbergse Koöperatiewe Tabakplantersvereniging, deur die Registrateur van Koöperatiewe Verenigings vir algemene inligting gepubliseer:—

No.	Naam.	Adres.
7994	Van den Berg, Jan *Louis*	Buffelsfontein, Pk. Vlakdrift.

Departement van Landbou en Bosbou,
Pretoria.

✱ KENNISGEWING No. 419 VAN 1945.

Die volgende besonderhede in verband met die lidmaatskap van Koöperatiewe Landbouverenigings, word deur die Registrateur van Koöperatiewe Verenigings vir algemene inligting gepubliseer, ooreenkomstig die bepalings van sub-artikel (3) van artikel *ag-en-veertig*, van die Wet op Koöperatiewe Verenigings No. 29 van 1939.

Pretoria, 1 Junie 1945.

VAALRIVIER KOOPERATIEWE TABAKBOERE VERENIGING.
ADDITIONAL LIST OF MEMBERS.—*AANVULLINGSLYS VAN LEDE.*

No.	Name.—*Naam.*	Address.—*Adres.*
1346	Dannhäuser, Frederik Cornelis	Leeukuil, Posbus 154, Parys.
1347	Foster, Elizabeth Maria	Baviaanskrans, Pk. Vredefort.
1348	Fourie, Jan Hendrik Stephanus, J. Sn.,	Dampoort, Vredefort.
1349	Klerk, de, Christiaan Frederik	Riverside, Pk. Reitzburg.
1350	Swart, Phillipus Johannes Jacobus Coenraad	Môreson, Vredefort.
1351	Viljoen, Gerard Petrus (Jnr.)	Koedoesfontein, Pk. Koedoesfontein.

DEPARTMENT OF LANDS.

The following notice is published for general information.

T. DE SMIDT,
Surveyor-General.

Surveyor-General's Office,
Cape Town.

NOTICE No. 378 OF 1945.

CROWN LAND SURVEYS (CAPE).

Notice is hereby given under sub-section (1) of section *seventeen* of Act No. 9 of 1927, that the undermentioned diagrams of Crown Lands are lying for inspection at the office of the Surveyor-General, Cape Town, and that, if no objection to the said diagrams or to any beacon or boundary

DEPARTEMENT VAN LANDE.

Onderstaande kennisgewing word vir algemene informasie gepubliseer.

T. DE SMIDT,
Landmeter-generaal.

Kantoor van die Landmeter-generaal,
Kaapstad.

KENNISGEWING No. 378 VAN 1945.

OPMETINGS VAN KROONGROND (KAAP).

Ooreenkomstig subartikel (1) van artikel *sewentien* van Wet No. 9 van 1927, word hierby bekendgemaak dat ondergenoemde kaarte van Kroongrond op die kantoor van die Landmeter-generaal, Kaapstad, ter insae lê, en dat indien geen beswaar teen genoemde kaarte of teen enige baken of grenslyn in die opmetings aangeneem voor 16 Julie 1945,

adopted in the surveys is received before the 16th July, 1945, the diagrams will be approved under the provisions of subsection (1) (*c*) of section *three* of the above-quoted Act.

ontvang word nie, die kaarte ooreenkomstig die bepalings van subartikel (1) (*c*) van artikel *drie* van genoemde Wet goedgekeur sal word.

Diagram No. *Kaart No.*	Description of Land. *Beskrywing van grond.*	Situation. *Ligging.*	Division. *Afdeling.*	Area. *Grootte.*
1153/45.....	Portion L1 (called Veeplaas Brak, a Mining Lease Area)/*Gedeelte L1 (genoem Veeplaas Brak 'n Mynhuurgebied)*	Between the National Road and Bethelsdorp Village: Local Board Area of Bethelsdorp/*Tussen die Nasionale Pad en Bethelsdorp: Gebied van die plaaslike Raad van Bethelsdorp*	Port Elizabeth.....	196·3779 morgen/*morge.*
5739/44.....	Waaiplaats Outspan/*-uitspanning*....	Bounded by/*Begrens deur* Waaiplaats, Botany and/*en* Arum...	Bathurst.....	245·1300 morgen/*morg.*
4734/44.....	Annex Erf No. 1/*Anneks-erf No. 1*....	Between Courtenay Street and/*Tussen Courtenaystraat en* Erf No. 1, Municipality/*Munisipaliteit* George	George.....	8208 sq. ft./*vkt. vt.*

13—25—1—8.

MISCELLANEOUS.

NOTICE No. 400 OF 1945.

NOTICE OF ESCAPE.

Three pounds reward and all reasonable expenses will be paid for the recapture of the undermentioned convict who escaped from the Barberton Convict Prison on the 7th May, 1945.

SAMUEL PHILANDER *alias* JAMES KOSINKULU.

Description.—Tribal name, unknown; Chief, Biyane; District, Nairobi; birth place, Phemba; complexion, brown; race, Zwahili; age, 45 years; height, 5 ft. 4 in.; father's name, unknown; build, medium; forehead, round; nose, flat; mouth, medium; ears, medium; chin, broad; face, oval; beard, shaven; moustache, shaven; hair, black woolly; eyes, brown; tattoos, nil; 2 vaccination marks left and right upper arm; 1 scar right wrist; 1 scar right calf; 1 scar back of right side of head.

He was sentenced on the 3rd August, 1938, by the Supreme Court, Kimberley, for the crimes of (1) housebreaking with intent to steal and theft, (2) housebreaking with intent to commit a crime. Minister's warrant, dated 20th September, 1938, to recommitted indeterminate sentence.

DIVERSE.

KENNISGEWING No. 400 VAN 1945.

KENNISGEWING VAN ONTVLUGTING.

'n Beloning van drie pond en alle redelike uitgawe sal betaal word vir die hergevangeneming van ondergenoemde bandiet wat op 7 Mei 1945 van die Barbertonse gevangenis ontvlug het.

SAMUEL PHILANDER *alias* JAMES KOSINKULU.

Beskrywing.—Naam van stam, onbekend; geboorte plek, Phemba; naam van kaptein, Biyane; distrik, Nairobi; naam van vader, onbekend; ras, Zwahili; ouderdom, 45 jaar; lengte, 5 vt. 4 dm.; hare, swart, wollerig; oë, bruin; gelaatskleur, donkerbruin; bou, middelmatig, voorhoof, rond; neus, plat; mond, middelmatig; lippe, dik; ore, middelmatig; ken, breed; gesig, ovaal; tande, goed, 4 uit; baard, geskeer; snorbaard, geskeer; tatoeëring, niks; onderskeidingstekens, 2 entmerke op beide linker- en regterarms; 1 litteken regs agter aan kop; 1 litteken regterpols; 1 litteken aan regterkuit.

Hy is deur die Hooggeregshof op Kimberley op 3 Augustus 1938 gevonnis vir (1) huisbraak met die bedoeling om te steel en diefstal, (2) huisbraak met bedoeling om 'n misdaad te pleeg. By 'n lasbrief van die Minister, gedateer 20 September 1938, is die onbepaalde vonnis hom weer opgelê.

25-1-8

✱ NOTICE No. 411 OF 1945.

ADDITIONS AND AMENDMENTS TO THE LIST OF MANUFACTURERS REGISTERED TO IMPORT GOODS UNDER REBATE OF CUSTOMS DUTIES FOR INDUSTRIAL PURPOSES.

✱ KENNISGEWING No. 411 VAN 1945.

TOEVOEGINGS AAN EN WYSIGINGS VAN DIE LYS VAN VERVAARDIGERS GEREGISTREER VIR DIE INVOER VAN GOEDERE ONDER KORTING VAN DOEANEREGTE VIR NYWERHEIDSDOELEINDES.

LIST No. 207 OF 30TH APRIL, 1945.—*LYS No. 207 VAN 30 APRIL 1945.*

Manufacturers. *Vervaardigers.*	Tariff items with amendments up to and including those under Act No. 35 of 1944 and/or other statutory authority. *Tariefitems met wysigings tot en met die kragtens Wet No. 35 van 1944 en/of ander wetlike magtiging.*	Industries. *Nywerhede.*
Transvaal Rubber Company, 231 Booysen Road/*-weg*, Selby, Johannesburg	340	Canvas goods manufacturing/*Seildoekgoederevervaardiging.*
	358 (1–8)	Rubber manufacturing: For the manufacture of rubber and rubber goods/*Rubbervervaardiging: Vir die vervaardiging van rubber en rubbergoedere.*
	365	Waterproof and oilskin clothing and oilskin hat manufacturing/*Waterdigte en oliedoekklere- en oliedoekhoedvervaardiging.*
	405	Manufacture of body protection devices for mine workers and first aid equipment for use on mines/*Vervaardiging van liggaamsbeskuttingsmiddels vir mynwerkers en van eerstehulpuitrusting vir gebruik in myne.*
South African Rope and Twine Manufacturers, Ltd., corner of/*hoek van* Rosettenville Road/*-weg* and/*en* Newton Street/*-straat*, Village Main, Johannesburg	357	Rope, twine and cordage manufacturing/*Tou, twyn- en koordvervaardiging.*
Union Cordage and Spinning Co., Ltd., 79 Eloff Stree Extension/*-straat verlenging*, Johannesburg	357, 371 (1–2)	Rope, twine and cordage manufacturing/*Tou-, wyn-, en koordvervaardiging.*
Sapro, 10 Graham Street/*-straat*, Port Elizabeth	348 (1, 2, 3)	Leatherwork, including the manufacture of bags, trunks, of any materials, leggings, belts, straps, harness and saddlery/*Leerwerk, met inbegrip van die vervaardiging van sakke, koffers van enige materiaal, kamaste lyfbande, rieme, tuig- en saalmakersartikels.*
Mastercraft Clothing Manufacturers, First Floor/*Eerste Verdieping*, 13 High Road/*-weg*, Fordsburg, Johannesburg	378 (1)	Clothing manufacturing/*Klerasievervaardiging.*
The Felt Industries, Ltd., corner of Van Beek Street and Lower Railway Road and Error Street/*Hoek van Beekstraat en Laer-Spoorwegweg en Errorstraat*, New Doornfontein, Johannesburg	338, 371 (1)	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
John Gray and Sons, Kempston Road/*-weg*, Port Elizabeth	339	Broom and brushmaking/*Besem- en borselvervaardiging.*
Oudtshoorn Footwear (Pty.), Ltd., St. John Street/*-straat*, Oudtshoorn, C.P./*K.P.*	338, 371 (1)	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
B. van Gemert and Co., Paarl	353 (1, 3, 4), 371 (1, 3, 6)	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*
	371 (4)	Sealing of containers/*Afsluiting van houers.*
Pro Ecclesia Drukkerij (Eiendoms) Beperk, Die Laan, Stellenbosch	356 (3, 11)	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbinderij, ink- en rollerkomposiesievervaardiging, en karton- en veselbordboosvervaardiging.*
NOTE.—Abovementioned Registration was omitted from List No. 202 of 30th November, 1944, appearing in *Government Gazette* No. 3433 of 5th January, 1945.		
NOTA.—*Bovemelde Registrasie is uitgelaat uit Lys No. 202 van 30 November 1944 wat in* Staatskoerant *No. 3433 van 5 Januarie 1945 voorkom.*		
* Maythams, Ltd., Maydon Road/*weg*, Durban	356 (1, 2), 371 (6, 10)	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbinderij, ink- en rollerkomposiesievervaardiging en karton- en veselbordboosvervaardiging.*
	364, 371 (6, 10)	Tinprinting/*Tindruk.*
	371 (4)	Sealing of containers/*Afsluiting van houers.*
	Part/*Deel* IV. 1 (5) of/*van* G.N./*K.G.* No. 2060/1944.	Manufacture in the Union of metal and cardboard containers which are ordinary trade packages/*Vervaardiging in die Unie van metaal en kartonhouers vir gewone handelsverpakking.*
* Griqua Manufacturing Co. (Pty.), Ltd., 156/160 Walmer Road/*-weg*, Port Elizabeth	378 (1, 2)	Clothing manufacturing/*Klerasievervaardiging.*

Manufacturers. *Vervaardigers.*	Tariff items with amendments up to and including those under Act No. 35 of 1944 and/or other statutory authority. *Tariefitems met wysigings tot en met die kragtens Wet No. 35 van 1944 en/of ander wetlike magtigings.*	Industries. *Nywerhede.*
* Dimanol Co. (Pty.), Ltd., Stand/*Standplaas* 11, Booysens Station Road/*-stasieweg*, Stafford Township/*dorp*, Johannesburg	353 (1, 3, 4), 371 (1, 2, 3, 6).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*
	371 (4).....	Sealing of containers/*Afsluiting van houers.*
* Helios, Ltd., Chester Road/*-weg*, Cape Town/*Kaapstad*.....	356 (7).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard making/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton en veselbordvervaardiging.*
* Vialit Road Products (Pty.), Ltd., Tiger Oats Estate/*-gebied*, Maitland, C.P./*K.P.*	343.....	Dips, disinfectants and insecticides and pest remedies manufacturing, including the manufacture of fly papers/*Dipstof-, ontsmettingsmiddels- en insekgif- en pesmiddelvervaardiging, met inbegrip van die vervaardiging van vlieëpapier.*
	375, 371 (2).....	Roadmaking preparations/*Vervaardiging van preparate vir die bou van paaie.*
* Rhodes Fruit Farms, Ltd., Groot Drakenstein, C.P./*K.P.*.....	381 (4).....	Lime juice and fruit and vegetable products manufacturing/*Lemmetjiesap-, vrugte- en plantaardige produktevervaardiging.*
* McManus Bros., Sixth Floor/*Sesde Verdieping*, S.A.N.T.A.M., corner of Wale and/*hoek van Waal en* Burg Streets/*-straat*, Cape Town/*Kaapstad*	356 (1–15, 17), 371 (3, 6).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
* Cape Oil Products (Pty.), Ltd., Tiger Oats Estate/*gebied*, Maitland, Cape/*Kaap*	352 (1–3).....	Oil expressing and refining and fatmaking/*Uitpers van olie en olieraffineer en vetvervaardiging.*
	371 (2).....	Oil expressing/*Uitpers van olie.*
* Union Process Engraving and Stereo Co. (1940) (Pty.), Ltd., 19 Loop Street/*-straat*, Cape Town/*Kaapstad*	356 (1, 2).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
* Bowkers' Park Co-operative Creamery, Ltd., Napier Street/*-straat*, Kingwilliamstown	376.....	Butter and cheese manufacturing/*Botter- en kaasvervaardiging.*
* Reckitt and Colman (Africa), Ltd., 68/78 Ordnance Street/*-weg*, Durban	343, 371 (3, 6, 8).....	Dips, disinfectants and insecticides and pest remedies manufacturing, including the manufacture of fly papers/*Dipstof-, ontsmettingsmiddels- en insekgif- en pesmiddelvervaardiging, met inbegrip van die vervaardiging van vlieëpapier.*
	353 (1), 371 (1, 3, 8).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*
	371 (4).....	Sealing of containers/*Afsluiting van houers.*
	371 (3).....	Manufacture of laundry blue/*Vervaardiging van blousel.*
	406.....	Toilet preparations manufacturing/*Toiletpreparaatvervaardiging.*
* Pixie Products (Pty.), Ltd, 94 First Avenue/*Eerstelaan*, Durban	360, 371 (1, 2).....	Soap, candle, lubricant and greasemaking/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
	371 (4).....	Sealing of containers/*Afsluiting van houers.*
* Estate D. Teper, 21 Commercial Road/*-weg*, East London/*Oos-Londen*	346, 371 (6).....	Furniture and mattress making/*Meubel- en matras-vervaardiging.*
* Brirk's Clothing Factory, 42 Troye Street/*-straat*, Johannesburg	378 (1).....	Clothing manufacturing/*Klerasievervaardiging.*
* American Clothing Manufacturers, 25 Terrace Road/*-weg*, Fordsburg, Johannesburg	378 (1).....	Clothing manufacturing/*Klerasievervaardiging.*
* Dominion Overall Manufacturing Co. (Pty.), Ltd., 209 President Street/*-straat*, Johannesburg	378 (2).....	Clothing manufacturing/*Klerasievervaardiging.*
* Hollywood Screen Fashions (Pty.), Ltd., Bridgewater House, 114 President Street/*-straat*, Johannesburg.	347.....	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
* T. Wilcox and Co., 6 Alexandra Road/*-weg*, Kingwilliamstown..	342 (1, 2), 371 (1, 2, 6, 10).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biskuitvervaardiging.*
	6 (2).....	Biscuit, cake, pastry and confectionery manufacturing/*Biscuit-, koek-, gebak en suikergoedvervaardiging.*
* Peach and Hatton, 637 Smith Street/*-straat*, Durban.....	346.....	Furniture and mattress making/*Meubel- en matrasvervaardiging.*
	362 (1–6).....	Textile/*Tekstiel.*
	390.....	Manufacture of braces, suspenders, garters, belts, corsets, brassieres, arm bands and suspender belts and plaited belts/*Vervaardiging van kruisbande, ophouers vir sokkkies en kouse, kousbande, lyfbande, korsette, „ brassieres ", armbande en lyfband-kousophouers en van gevlegde bande.*
* Tomango Limited, Merebank, Natal.....	381 (1, 3, 4, 5, 6).....	Lime juice and fruit and vegetable products manufacturing/*Lemmetjiesap- en vrugte- en plantaardige produktevervaardiging.*
* The South African Rubber Manufacturing Co., Ltd., Howick, Natal	358 (1–8), 371 (2, 3, 6).....	Rubber manufacturing: For the manufacture of rubber and rubber goods/*Rubbervervaardiging: Vir die vervaardiging van rubber en rubbergoedere.*
	371 (4).....	Sealing of containers/*Afsluiting van houers.*
* G. C. Shave, Jacobs Road/*-weg*, Jacobs, Natal.....	343, 371 (1, 2, 3, 6).....	Dips, disinfectants and insecticides and pest remedies manufacturing, including the manufacture of fly papers/*Dipstof-, ontsmettingsmiddels- en insekgif- en pesmiddelvervaardiging, met inbegrip van die vervaardiging van vlieëpapier.*
	353 (1, 3, 4), 371 (1, 3, 6).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis, politoer- en stopverfvervaardiging.*
	360, 371 (1, 2, 6).....	Soap, candle, lubricant and greas making/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
* Central Textiles (Pty.), Ltd., 43/45 Market Street/*Markstraat*, Johannesburg	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
* Colman Brothers and Co., Stands/*Standplase* 815 and/*en* 827, Fox Street/*-straat* 274, Johannesburg	355.....	Pipe (tobacco) making/*Pyp (tabak) vervaardiging.*
* The National Trawling and Fishing Co., Ltd., Moorgate Street/*-straat*, Woodstock, C.P./*K.P.*	372 (3).....	Fishing, fish canning and preserving/*Vissery, visinmaak en -preservering.*
	Part/*Deel* X of/*van* G.N./*K.G.* No. 2069/1944	Heavy hydrocarbon oils for use as fuel in the machinery of whaling vessels, trawlers or ocean-going fishing boats, or of coasting ships registered in the Union/*Swaar koolwaterstofolie vir gebruik as brandstof vir die masjinerie van walvisvaartuie, treilers of seevissersbote of kusvaarders in die Unie geregistreer.*
* Cycle Frame Manufacturers (Pty.), Ltd., 15 Newton Street/*-straat*, Village Main, Johannesburg	373 (12).....	Iron and steel and engineering, including foundry work and the manufacture of metal castings/*Yster- en staal en ingenieursbedrywe met inbegrip van gieterswerk en die vervaardiging van metaalgietstukke.*
* S.A. Litho Co., Ltd., corner/*hoek* van Wesley and Upper/*en Hoër*-Canterbury Street/*-straat*, Cape Town/*Kaapstad*	356 (1–15, 17), 371 (6–10).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
* I. L. Back and Co., 26–38 Commercial Street/*-straat*, Cape Town/*Kaapstad*	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie-, en slaappakvervaardiging.*
* Nugget Footwear (Pty.), Ltd., Taff Street/*-straat*, Port Elizabeth	338, 371 (1, 6).....	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
* African Clothing Manufacturers, corner of/*hoek van* Watson and/*en* Simmer Streets/*-straat*, Johannesburg.	378 (1).....	Clothing manufacturing/*Klerasievervaardiging.*
* New York Clothing Manufacturers (Pty.), Ltd. corner of/*hoek van* Park and/*en* Garden Roads/*-weg*, Germiston	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie-, en slaappakvervaardiging.*
	378 (1).....	Clothing manufacturing/*Klerasievervaardiging.*
* M. Harris and Son, Ltd., 7 Ravenscraig Road/*-weg*, Woodstock, C.P./*K.P.*	346, 371 (1, 6).....	Furniture and mattress making/*Meubel- en matrasvervaardiging.*
* Anglo-African Shirt Manufacturers, 227 Booysens Road/*-weg*, Selby, Johannesburg	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
* Bruno's Ladies Hat Manufacturers, Second Floor/*Tweede Verdieping*, 75 von Brandis Street/*-straat*, Johannesburg	347.....	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
* J. Jenkins and Son, 2 Rissik Street/*-straat*, Johannesburg.....	Part/*Deel* IV.1 (4 *a–d*) of/*van* G.N./*K.G.* No. 2069/1944	Motor-bus and electric trolley-bus body building/*Bou van bakke vir motorbusse en elektriese trolliebusse.*
* Plywoods, Ltd., Main Street/*-straat*, Parow, C.P./*K.P.*.....	374, 371 (6).....	Plywood manufacturing/*Multiplekshoutvervaardiging.*
* Brooke's Lemos, Ltd., 1 Spencer Road/*-weg*, Salt River/*Soutrivier*, C.P./*K.P.*	381 (1, 4).....	Lime juice and fruit and vegetable products manufacturing/*Lemmetjiesap- en vrugte- en plantaardige produktevervaardiging.*

Manufacturers. *Vervaardigers.*	Tariff items with amendments up to and including those under Act No. 35 of 1944 and/or other statutory authority. *Tariefitems met wysigings tot en met die kragtens Wet No. 35 van 1944 en/of ander wetlike magtigings.*	Industries. *Nywerhede.*
* Pyramid Candy Works, 225 Rebecca Street/*-straat*, Pretoria....	342 (1, 2).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biscuitvervaardiging.*
* Barratt and Pillans, Ltd., corner of/*hoek van* Fountain and/*en* President Streets/*-straat*, Fordsburg, Johannesburg	373 (1, 3, 7).....	Iron and steel and engineering industries including foundry work and the manufacture of metal castings/*Yster-, en staal- en ingenieursbedrywe met inbegrip van gieterywerk en die vervaardiging van metaalgietstukke.*
* Bryto Manufacturing Co., Ltd , 43 Garland Street/*-straat*, Ophirton, Johannesburg	353 (1).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*
* Carmi Hatters, 171 Market Street/*Markstraat*, Johannesburg...	347.....	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
* Dugson Clothing Manufacturers (Unio), Ltd., 205 Main Reef Road/*Hoofrifweg*, Westgate, Johannesburg	347.....	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
	365.....	Waterproof and oilskin clothing and oilskin hat manufacturing/*Waterdigte en oliedoekklere en oliedoekhoedvervaardiging.*
	378 (1, 2).....	Clothing manufacturing/*Klerasievervaardiging.*
* Irvin and Johnson (S.A.), Ltd., Buffalo Harbour/*-hawe*, East London/*Oos-Londen*	372 (3).....	Fishing, fish canning and preserving/*Vissery, visinmaak- en -preservering.*
	Part/*Deel* X of/*van* G.N./*K.G.* No. 2069/1944	Heavy hydrocarbon oils for use as fuel in the machinery of whaling vessels, trawlers or ocean-going fishing boats or of coasting ships registered in the Union/*Swaar koolwaterstofolie vir gebruik as brandstof vir die masjinerie van walvisvaartuie, treilers of seevisserbote of kusvaarders in die Unie geregistreer.*
* Buffalo Clothing Manufacturing Co. (Pty.), Ltd., 48 Kimberley Road/*-weg*, East London/*Oos-Londen*	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
	378 (1, 2).....	Clothing manufacturing/*Klerasievervaardiging.*
* G. J. H. Webster and Son, " Desert Mills ", Bisley, Natal.....	353 (1), 371 (1, 3).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*
	360, 371 (1, 2).....	Soap, candle, lubricant and greasmaking/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
* Hosiery and Textile Manufacturers (trading as S.A. Textiles), 22 High Road/*-weg*, Fordsburg, Johannesburg	338, 371 (1).....	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
* Crispette and Candy Co. Ltd., 50 Saratoga Avenue/*-laan*, Doornfontein, Johannesburg	342 (1, 2, 3), 371 (1).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biscuitvervaardiging.*
	6 (2).....	Confectionery, cake, pastry and biscuit manufacturing/*Suikergoed-, koek-, gebak- en biscuitvervaardiging.*
* Norwood Coaker, Loop Street/*-straat*, Ladybrand, O.F.S./*O.V.S.*	354.....	Paper making/*Papiervervaardiging.*
	356 (3, 4, 11, 12).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en vesel bord-doosvervaardiging.*
	371 (1, 3, 6).....	Medical preparations and cosmetics manufacturing and pulp and fibreboard manufacturing/*Vervaardiging in van medisynpreparate en kosmetieke en pulp- en veselbordvervaardiging.*
	396.....	Infants' food manufacturing/*Vervaardiging van voedsel vir suigelinge.*
	406.....	Toilet preparations manufacturing/*Toiletpreparaatvervaardiging.*
* Pyott, Ltd., 23–27 Broad Street/*-straat*, Port Elizabeth.....	6 (2).....	Confectionery, cake, pastry and biscuit manufacturing/*Suikergoed-, koek-, gebak- en biscuitvervaardiging.*
	342 (1), 371 (1, 2, 6, 10).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biscuitvervaardiging.*
	356 (1, 2, 6, 15).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
* Pyott, Ltd., corner of/*hoek van* Gates and/*en* Robert Street/*-straat*, Port Elizabeth	6 (2).....	Confectionery, cake, pastry and biscuit manufacturing/*Suikergoed-, koek-, gebak- en biscuitvervaardiging.*
	342 (1).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biscuitvervaardiging.*
* American Candy Works (Pty.), Ltd., 33 Sherwell Street/*-straat*, Johannesburg	342 (1, 2, 3).....	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „ mincemeat "- en biscuitvervaardiging.*
* Transvaal Motor Body Builders, 28 Jeppe Street/*-straat*, Newtown, Johannesburg	Part/*Deel* IV.1 (4*a–d*) of/*van* G.N./*K.G.* No. 2069/1944	Motor-bus and electric trolley-bus body building/*Bou van bakke vir motorbusse en elektriese trolliebusse.*
* Central Boot Factory (1943) (Pty.). Ltd., corner of/*hoek van* Leslie and/*en* Wolhuter Street/*-straat*, Jeppe, Johannesburg	338.....	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
* Dandy Polish Co., Ltd., Stands/*Standplase* 6, 7, 8, La Rochelle Road/*-weg*, Glenesk, Johannesburg	343, 371 (1, 2, 3).....	Dips, disinfectants and insecticides and pest remedies manufacturing, including the manufacture of fly papers/*Dipstof-, ontsmettingsmiddels- en insekgif- en pesmiddelvervaardiging, met inbegrip van die vervaardiging van vlieëpapier.*
	353 (1, 3), 371 (1, 2, 3).....	Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, varnis, politoer- en stopverfvervaardiging.*
	356 (8), 371 (1, 3).....	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton en veselborddoosvervaardiging.*
* Crittall-Hope Metal Windows (South Africa). Ltd., Stands/*Standplase* 55, 56, 57 Industria, Langlaagte, Johannesburg	382.....	Nail manufacturing/*Spykervervaardiging.*
* Artistic Boudoir Requisites, Second Floor/*Tweede Verdieping*, Chiswell House, 56 Von Weilligh Street/*-straat*, Johannesburg	397.....	Lampshade manufacturing/*Lampkapvervaardiging.*
* O. Bakke and Co. (Pty.), Ltd., Industrial Site/*Industriële perseel*, Daljosaphat, C.P./*K.P.*	374.....	Plywood manufacturing/*Multiplekshoutvervaardiging.*
* Derby Shirt Manufacturers (Pty.), Ltd., 31 Derby Street/*-straat*, Durban	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
* Crown Cork Co. (S.A.) (Pty.), Ltd., corner of/*hoek van* Shadwell and/*en* Wisely Streets/*-straat*, Maydon Wharf, Durban	388.....	Crown cork manufacturing/*Kroonkurkvervaardiging.*
* Economic Clothing Manufacturers, 440 Randles Road/*-weg*, Sydenham, Durban	378 (1).....	Clothing manufacturing/*Klerasievervaardiging.*
* Durban Bag Co. (Pty.), Ltd., Teakwood Road/*-weg*, Jacobs, Natal	337 (1).....	Bagmaking/*Sakkervervaardiging.*
* Central Clothing Manufacturers (Pty.), Ltd., 78B Prince/*Prins* Edward Street/*-straat*, Durban	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
* Domingo's Shirt and Clothing Manufacturers (Pty.), Ltd., First Floor/*Eerste Verdieping*, 9–13 Turners Avenue/*-laan*, Durban	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie-, en slaappakvervaardiging.*
	378 (1, 2).....	Clothing manufacturing/*Klerasievervaardiging.*
* Bradford Clothing Manufacturers (Pty.), Ltd., 47–49 Congella Road/*-weg*, Durban	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie-, en slaappakvervaardiging.*
	378 (2).....	Clothing manufacturing/*Klerasievervaardiging.*
* Gregory (Pty.), Ltd., Paterson Road/*-weg*, Port Elizabeth.....	338, 371 (1, 6).....	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
* Coates Brothers and Co. (S.A.), (Pty.), Ltd., 29 Turner's Avenue/*-laan*, Durban	356 (1, 2, 3, 8, 11, 12, 17), 371 (1, 2, 3, 6)	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
* Thomson Savage and Co. (Pty.), Ltd., 6 Baker Street/*-straat*, Durban	340.....	Canvas goods manufacturing/*Seildoekgoedervervaardiging.*
	347.....	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
	359.....	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
	365.....	Waterproof and oilskin clothing and oilskin hat manufacturing/*Waterdigte en oliedoekklere- en oliedoekhoedvervaardiging.*
	378 (1, 2).....	Clothing manufacturing/*Klerasievervaardiging.*

Manufacturers. *Vervaardigers.*	Tariff items with amendments up to and including those under Act No. 35 of 1944 and/or other statutory authority. *Tariefitems met wysigings tot en met die Kragtens Wet No. 35 van 1944 en/of ander wetlike magtigings.*	Industries. *Nywerhede.*
• Mackenzie's Canvas and Clothing Manufacturers (Pty.), Ltd., First Floor/*Eerste Verdieping*, 45 Prince/*Prins* Edward Street/*-straat* Durban	337 (1)	Bagmaking/*Sakvervaardiging.*
	340	Canvas goods manufacturing/*Seildoekgoedererevervaardiging.*
	365	Waterproof and oilskin clothing and oilskin hat manufacturing/*Waterdigte en oliedoekklere- en oliedoekhoedvervaardiging.*
	378 (1, 2)	Clothing manufacturing/*Klerasievervaardiging.*
• Monarch Shirt and Clothing Manufacturers (Pty.), Ltd., 365–7 Pine Street/*-straat*, Durban	340	Canvas goods manufacturing/*Seildoekgoederevervaardiging.*
	359	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
	378 (1, 2)	Clothing manufacturing/*Klerasievervaardiging.*
• Bloemfontein Process Engraving Works, 520 West/*Wes* Burger Street/*-straat*, Bloemfontein	356 (2)	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
• The Premier Boot and Shoe Manufacturers (Pty.), Ltd., McCabe Street/*-straat*, Ficksburg, O.F.S./*O.V.S.*	338	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
• The Leather Products Co., 39 Fraser Street/*-straat*, Port Elizabeth	348 (1, 2, 3)	Leatherwork, including the manufacture of bags, trunks of any material, leggings, belts, straps, harness and saddlery/*Leerwerk, met inbegrip van die vervaardiging van sakke, koffers van enige materiaal, kamaste, lyfbande, rieme, tuig- en saalmakersartikels.*
• South African Cyanamid (Pty.), Ltd., Middelburg Road/*-weg*, Witbank, Transvaal	Part/*Deel* IV. 2 (A) of/*van* G.N./*K.G.* No. 2069/1944	Cyanide (potassium or sodium) manufacturing/*Sianied (kalium- of natrium-) vervaardiging.*
• C.M.T. (Pty.), Ltd., 353–363 Umbilo Road/*-weg*, Durban	359	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
• First South African Cordage and Spinning Co., Ltd., Hibberdene, Natal	357	Rope, twine and cordage manufacturing/*Tou-, twyn- en koordvervaardiging.*
	360	Soap, candle, lubricant and greasemaking/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
	362 (5)	Textile/*Tekstiel.*
• The "MN" Shirt Factory, 37 Randles Road/*-weg*, Durban	359	Shirt, collar and pyjama-suit manufacturing/*Hemp-, boordjie- en slaappakvervaardiging.*
	378 (2)	Clothing manufacturing/*Klerasievervaardiging.*
• Kismet Clothing Manufacturers (Pty.), Ltd., Ground Floor/*Grondvloer*, 47 Prince/*Prins* Edward Street/*-straat*, Durban	378 (1)	Clothing manufacturing/*Klerasievervaardiging.*
• Castlemont Clothing Manufacturers, Ground Floor/*Grondvloer*, 170 President Street/*-straat*, Johannesburg	378 (1)	Clothing manufacturing/*Klerasievervaardiging.*
• Duncan Bayne, Ltd., corner of/*hoek van* Corelius and/*en* Hardy Streets/*-straat*, Johannesburg	346, 371 (1, 6)	Furniture and mattress making/*Meubel- en matrasvervaardiging.*
• Cap, Hat and Clothing Industries (Pty.), Ltd., 42 Troye Street/*-straat*, Johannesburg	347	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
• Big Ben Soap Industries (Pty.), Ltd., corner of/*hoek van* Boom and/*en* Wolhuter Streets/*-straat*, Jeppe South/*Suid*, Johannesburg	352 (1, 2, 3)	Oil expressing and refining fatmaking/*Uitpers en raffineer van olie en vetvervaardiging.*
	360, 371 (1, 2, 3, 6)	Soap, candle, lubricant and greasemaking/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
	371 (2, 8)	Glycerine manufacturing/*Gliserienvervaardiging.*
• Jacaranda Sweet Works 12A Church Street/*Kerkstraat*, Pretoria	342 (1, 2)	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „mincemeat"- en biscuitvervaardiging.*
• Natal Estates, Ltd., Mount Edgecombe, Natal	371 (1, 3, 8)	Sugar manufacturing/*Suikervervaardiging.*
• Pro Ecclesia Drukkerij (Eiendoms) Beperk, Die Laan, Stellenbosch	356 (3–11)	Printing, lithographic, bookbinding, ink and roller composition manufacturing and cardboard and fibreboard boxmaking/*Drukwerk, litografie, boekbindery, ink- en rollerkomposiesievervaardiging en karton- en veselborddoosvervaardiging.*
• Alliance Furniture Manufacturers (Pty.), Ltd., 31 Hans Street/*-straat*, Jeppe, Johannesburg	346	Furniture and mattressmaking/*Meubel- en matrasvervaardiging.*
• Lever Brothers (South Africa), (Pty.), Ltd., 181 Main Reef Road/*Hoofrifweg*, Denver, Johannesburg	360, 371 (1, 2, 3, 6)	Soap, candle, lubricant and greasmaking/*Seep, kers-, smeermiddel- en ghriesvervaardiging.*
	371 (2)	Glycerine manufacturing/*Gliserienvervaardiging.*
• Lever Brothers (South Africa), Pty.), Ltd., Stanley Avenue/*-laan*, Auckland Park, Johannesburg	360, 371 (1, 2, 3, 6)	Soap, candle, lubricant and greasemaking/*Seep-, kers-, smeermiddel- en ghriesvervaardiging.*
	371 (2)	Glycerine manufacturing/*Gliserienvervaardiging.*
• Sun Shoes (Pty.), Ltd., Matthew Lane/*-laan*, Port Elizabeth	338, 371 (1, 6)	Boot and shoemaking/*Stewel- en skoenvervaardiging.*
• Modes Manufacturers (Pty.), Ltd., Second Floor, *Tweede Verdieping*, Belco Buildings, 153 President Street/*-straat*, Johannesburg	347	Hat and cap manufacturing/*Hoed- en petvervaardiging.*
• Datnow's Fibre Manufacturing Co., First Floor/*Eerste Verdieping*, 38 Sivewright Avenue/*-laan*, New Doornfontein, Johannesburg	348 (1)	Leatherwork, including the manufacture of bags, trunks of any material, leggings, belts, straps, harness and saddlery/*Leerwerk, met inbegrip van die vervaardiging van sakke, koffers van enige materiaal, kamaste, lyfbande, rieme, tuig- en saalmakersartikels.*
	391	Manufacture of grass making bags and cases/*Vervaardiging van sakke en tasse van grasmatwerk.*
• Datnow's Leather Works (Pty.), Ltd., Second Floor/*Tweede Verdieping*, 38 Sivewright Avenue/*-laan*, New Doornfontein, Johannesburg	348 (1)	Leatherwork, including the manufacture of bags, trunks of any material, leggings, belts, straps, harness and saddlery/*Leerwerk, met inbegrip van die vervaardiging van sakke, koffers van enige materiaal, kamaste, lyfbande, rieme, tuig- en saalmakersartikels.*
	390	Manufacture of braces, suspenders, garters, belts, corsets, brassieres, arm bands and suspender belts and plaited belts/*Vervaardiging van kruisbande, ophouers vir sokkies en kouse, kousbande, lyfbande, korsette, „brassieres", armbande en lyfband-kousophouers en van gevlegde bande.*
	391	Manufacture of grass-matting bags and cases/*Vervaardiging van sakke en tasse van grasmatwerk.*
• Norman Bros., corner of Lower Main and Scott Roads/*hoek van Laer-hoof- en Scottweg*, Observatory, Cape Town/*Kaapstad*	342 (1, 2), 371 (1, 2)	Confectionery, jelly, puddings, mincemeat and biscuit manufacturing/*Suikergoed-, jellie-, poedings-, „mincemeat"- en biscuitvervaardiging.*
• H. Jones and Co. (S.A.), Ltd., opposite Paarl Station/*teenoor Paarlstasie*, Zuider-Paarl, C.P./*K.P.*	304	Tin printing/*Tindruk.*
	381 (3, 4, 5, 6), 371 (1, 6, 8)	Lime juice and fruit and vegetable products manufacturing/*Lemmetjiesap- en vrugte- en plantaardige produktevervaardiging.*
	371 (4)	Sealing of containers/*Afsluiting van houers.*

• Existing Registrations as now amended/*Bestaande Registrasies soos nou gewysig.*

CANCELLATION OF REGISTRATIONS.—*SKRAPPING VAN REGISTRASIES.*

The undermentioned registrations as manufacturers under rebate have been cancelled:—
Onderstaande registrasies van vervaardigers onder korting is geskrap:—

Transvaal Rubber Co., Johannesburg, appearing on List No. 139 of 6.3.37 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 139 *van* 6.3.37 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Pap's Candy Works, Johannesburg, appearing on List No. 200 of 30.9.44 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 200 *van* 30.9.44 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

South African Rope and Twine Manufacturers (Pty.), Ltd., Johannesburg, appearing on List No. 131 of 4.5.36 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 131 *van* 4.5.36 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Brooke's Lemos, Ltd., Johannesburg, appearing on List No. 97 of 14.11.32 and subsequent lists notifying amendments to this registration/*war voorkom op Lys No.* 97 *van* 14.11.32 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Union Cordage and Spinning Co. (Pty.), Ltd., Johannesburg, appearing on List No. 27 of 4.8.27 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 27 *van* 4.8.27 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Bassco Miller (Pty.), Ltd., Rossburgh, Natal, appearing on List No. 52 of 10.6.29 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 52 *van* 10.6.29 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Mastercraft Clothing Manufacturers, Johannesburg, appearing on List No. 155 of 11.4.40 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 55 *van* 11.4.40 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Aliwal North and District Creameries, Ltd., Aliwal North/*-Noord*, appearing on List No. 108 of 2.3.34 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 108 *van* 2.3.34 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Standard Clothing Factory, Durban, appearing on List No. 160 of 2.1.41 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 160 *van* 2.1.41 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

The Grass and Cane Manufacturing Co., Port Elizabeth, appearing on List No. 168 of 30.8.41 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 168 *van* 30.8.41 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

Pro Ecclesia Drukkery, Stellenbosch, appearing on List No. 10 of 22.3.26 and subsequent lists notifying amendments to this registration/*wat voorkom op Lys No.* 10 *van* 22.3.26 *en daaropvolgende lyste van wysiging van hierdie registrasie.*

NOTES.—*NOTAS.*

The above was omitted from List No. 202 of 30.11.44 appearing in *Government Gazette* No. 3433 of 5.1.45/*Bostaande is uitgelaat uit Lys No.* 202 *van* 30.11.44 *wat in* Staatskoerant *No.* 3433 *van* 5.1.45 *voorkom.*

The extension of registration of Pro Ecclesia Drukkery appearing in List No. 202 of 30.11.44, published in *Government Gazette* No. 3433 of 5.1.45 is hereby cancelled/*Die verlenging van registrasie van Pro Ecclesia Drukkerij wat voorkom op Lys No.* 202 *van* 30.11.44 *in* Staatskoerant *No.* 3433 van 5.1.45 *word hierby ingetrek.*

The registration appearing in List No. 206 of 31st March, 1945, in *Government Gazette* No. 3478 of 27th April, 1945, as follows :—" Coates Brothers and Co. (S.A.) (Pty.), Ltd., 230 Main Street/*-straat,* Johannesburg, 356 (1, 2), 371 (13) Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging* " should be amended to read as follows :

" Coates Brothers and Co. (S.A.) (Pty.), Ltd., 230 Main Street/*-straat,* Johannesburg, 356 (1, 2), 371 (1, 3) Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfvervaardiging.*"

The registration appearing in List No. 206 of 31st March, 1945, in *Government Gazette* No. 3478 of 27th April, 1945, as follows:/*Die registrasie wat voorkom in Lys No.* 206 *van* 31 *Maart* 1945, *in* Staatskoerant *No.* 3478 *van* 27 *April* 1945 *as volg :—*

" Coates Brothers and Co. (S.A.) (Pty.), Ltd., 230 Main Street/*-straat,* Johannesburg, 356 (1, 2), 371 (13) Paint, thinner, varnish, polsih and putty manufacturing/*Verf-, verdunmiddel-, vernis-, politoer- en stopverfoervaardiging.*"

Should be amended to read as follows :—*Moet verander word na :—*

" Coates Brothers and Co. (S.A.) (Pty.), Ltd., 230 Main Street/*-straat,* Johannesburg, 356 (1, 2), 371 (1, 3) Paint, thinner, varnish, polish and putty manufacturing/*Verf-, verdunmiddel-, vernis-; politoer- en stopverfvervaardiging.*"

✱ NOTICE No. 414 OF 1945.

FIXED PROPERTY PROFITS TAX.

NOTICE OF PRIVATE COMPANIES DETERMINED TO BE PROPERTY COMPANIES, ETC.

Notice is hereby given in terms of section *thirty-seven* (3) of the Special Taxation Act, 1942, that the private companies mentioned in Schedule A hereto have, with effect from the respective specified dates mentioned therein, been determined to be " Property Companies " for the purposes of Chapter III of the Act.

The attention of interested persons is invited to the terms of section *thirty-five* and sub-section (5) of section *thirty-seven* which provide that every party to every agreement entered into after the specified date whereby any share in any property company is alienated for any consideration must lodge a declaration in the form prescribed with the Receiver of Revenue at the place mentioned in the last column of the Schedule.

The declarations must, in the case of agreements entered into before the date of publication of this notice, be lodged within 30 days of this date, and in the case of agreements entered into on or after the date of publication of this notice within thirty days after the agreements.

Notice is also given as required by section *thirty-seven* (4) that the determination of private companies as property companies has, in respect of the companies mentioned in Schedule B hereto, been withdrawn with effect from the date mentioned in the last column of the Schedule.

A. M. SLADE,
Commissioner for Inland Revenue.

Department of Inland Revenue,
Pretoria, 25th May, 1945.

✱ KENNISGEWING No. 414 VAN 1945.

WINSBELASTING OP WASGOED.

KENNISGEWING VAN VASSTELLING VAN PRIVATE MAATSKAPPYE AS EIENDOMSMAATSKAPPYE, ENS.

Kennis geskied hiermee, kragtens artikel *sewe-en-dertig* (3) van die Spesiale Belastingswet, 1942, dat die private maatskappye in die bygaande Bylae A genoem vanaf die bepaalde datums onderskeidelik daarin genoem as „ eiendomsmaatskappye " vir doeleindes van hoofstuk III van die Wet, vasgestel is.

Belanghebbendes se aandag word gevestig op die bewoording van artikel *vyf-en-dertig* en subartikel (5) van artikel *sewe-en-dertig*, waarkragtens dit van iedere party by elke ooreenkoms aangegaan na die bepaalde datum waarby enige aandeel in enige eiendomsmaatskappye vir 'n vergoeding vervreemd is, vereis word om 'n verklaring op die voorgeskrewe vorm by die Ontvanger van Inkomste op die plek genoem in die laaste kolom van die Bylae in te dien.

Die verklaring moet ingedien word binne dertig dae vanaf hierdie datum in geval van ooreenkomste aangegaan voor die datum van publikasie van hierdie kennisgewing en in geval van ooreenkomste aangegaan op of na die datum van publikasie van hierdie kennisgewing binne dertig dae na die datum van die ooreenkomste.

Kennis geskied ook, soos vereis deur artikel *sewe-en-dertig* (4), dat die vasstelling van private maatskappye as eiendomsmaatskappye ten opsigte van die maatskappye genoem in bygaande Bylae B vanaf die datum gemeld in die laaste kolom van die Bylae teruggetrek is.

A. M. SLADE,
Kommissaris van Binnelandse Inkomste.

Departement van Binnelandse Inkomste,
Pretoria, 25 Mei 1945.

SCHEDULE A.—LIST OF PROPERTY COMPANIES.

No. *No.*	Name and Address of Company. *Naam en adres van maatskappy.*	Specified date from which Company is determined to be a Property Company. *Bepaalde datum van wanneer af maatskappy as 'n eiendomsmaatskappy vasgestel is.*	Receiver of Revenue to whom Declaration required to be lodged in terms of Section 35. *Ontvanger van Inkomste by wie die vereiste verklaring kragtens artikel 35 ingedien moet word.*
3/7	Isadene (Pty.), Ltd., 48 Commissioner Street, Boksburg	5/3/45	Boksburg.
5/372	Watsonia (Pty.), Ltd., 205 Albert Road, Woodstock	8/11/44	Cape Town.
5/373	Ellen Properties (Pty.), Ltd., 28 St. George's Street, Cape Town	12/12/44	Cape Town.
5/374	Elaw (Pty.), Ltd., 24 Wale Street, Cape Town	1/2/45	Cape Town.
5/375	Economic Homes (Pty.), Ltd., 16 Homesteadway, Pinelands	26/2/42	Cape Town.
5/376	Princeton (Pty.), Ltd., Security Buildings, Exchange Place, Cape Town	13/1/45	Cape Town.
5/377	Reliance Trust and Estate Co. (Pty.), Ltd., 148 St. George's Street, Cape Town	1/3/45	Cape Town.
5/378	Grove Lodge (Pty.), Ltd., 604 Empire House, Plein Street, Cape Town	28/12/44	Cape Town.
5/379	C.P.E. Investment and Development Co., (Pty.), Ltd., off Main Road, Maitland	26/2/42	Cape Town.
5/380	Security Gebou (Edms.), Bpk., Exchange Place, Kaapstad	1/11/43	Kaapstad.
5/381	Liesbeck-Fernwood Estate (Pty.), Ltd., 121 Castle Street, Cape Town	26/2/42	Cape Town.
5/382	Romanno Investments (Pty.), Ltd., 148 St. George's Street	9/1/45	Cape Town.
7/37	Modern Builders (Pty.), Ltd., P.O. Box 449, East London	24/3/44	East London.
7/38	Gasson & White (Pty.), Ltd., 40 Union Street, East London	7/3/45	East London.

BYLAE A.—LYS VAN EIENDOMSMAATSKAPPYE.

No. *No.*	Name and Address of Company. *Naam en adres van maatskappy.*	Specified date from which Company is determined to be a Property Company. *Bepaalde datum van wanneer af maatskappy as 'n eiendomsmaatskappy vasgestel is.*	Receiver of Revenue to whom Declaration required to be lodged in terms of Section 35. *Ontvanger van Inkomste by wie die vereiste verklaring kragtens artikel 35 ingedien moet word.*
14/285	Capatos (Pty.), Ltd., 317 Church Street, Pretoria	25/2/42	Pretoria.
14/286	Dowjee & Co., Ltd., P.O. Box 350, Pretoria	25/2/45	Pretoria.
14/287	Chotila Investments (Pty.), Ltd., 1 Bourke Trust Buildings, 177 Andries Street, Pretoria	27/9/43	Pretoria.
14/288	Bhanvad (Pty.), Ltd., 172 Prinsloo Street, Pretoria	25/2/42	Pretoria.
14/289	Bhabbas, Ltd., 25 Von Hagen Street, Carolina	25/2/42	Carolina.
14/290	Corner Buildings (Pty.), Ltd., Lot No. 1, situate on Fourth Avenue and First Street, Township of Witbank, District of Witbank	25/2/42	Witbank.
14/291	The Industrial Development, Ltd., 48 Prinsloo Street, Pretoria	25/2/42	Pretoria.
14/292	Halman Properties (Pty.), Ltd., 302 Church Street, Pretoria	19/1/44	Pretoria.
14/293	Filby Court (Pty.), Ltd., 4 Elstree Mansions, East Avenue, Pretoria	21/9/43	Pretoria.
14/294	Goldies Pretoria Properties (Pty.), Ltd., 224 V. d. Walt Street, Pretoria	7/10/43	Pretoria.
14/295	Ferol Investments (Pty.), Ltd., 266 V. d. Walt Street, Pretoria	25/2/42	Pretoria.
14/296	Eaglemont Trust (Pty.), Ltd., 172 Andries Street, Pretoria	25/5/44	Pretoria.
14/297	Agros (Pty.), Ltd., c/o Hock van Wichahn, Trysa Buildings, Andries Street, Pretoria	8/3/45	Pretoria.

SCHEDULE B.—LIST OF WITHDRAWALS.
BYLAE B.—LYS VAN TERUGTREKKINGS.

Determination No. and Date of Publication. *Vasstellingsnommer- en datum van publikasie.*	Name and Address of Company. *Naam en adres van maatskappy.*	No. of Withdrawal. *No. van terugtrekking.*	Date from which Determination is withdrawn. *Datum van wanneer af vasstelling teruggetrek is.*
9/1404 2/10/42	Automatic Machines (Pty.), Ltd., c/o Messrs. Moss-Morris & Ettlinger, P.O. Box 4800, Johannesburg	9/40	1/7/44 %

SCHEDULE C.—LIST OF CORRECTIONS.
BYLAE C.—LYS VAN VERBETERINGS.

Deletion of entry No. 14/284, appearing under General Notice No. 210 of 1945, in *Government Gazette* No. 3460, dated 23rd March, 1945, and substitution of the following:—

Skrapping van inskrywing No. 14/284, wat verskyn in Algemene Kennisgewing No. 210 van 1945, in Staatskoerant *No. 3460 van 23 Maart 1945, en die vervanging deur die volgende:—*

14/284	Messrs. Shepherd Street Properties (Pty.), Ltd., 174 Prinsloo Street, Pretoria	25/5/43	Pretoria.

✱ NOTICE No. 415 OF 1945.
NATIVE HIGH COURT OF NATAL.
CIRCUIT COURTS.

In terms of Act No. 49 of 1898, and the rules framed thereunder, it is hereby notified for general information that Circuit Courts will be held during the month of June, 1945, as under:—

At Dundee, commencing Monday, 4th June, 1945.

Each such court will sit at the time appointed, or as soon thereafter as it can assemble.

R. ADIE,
Registrar, Native High Court.

Native High Court,
Pietermaritzburg, 22nd May, 1945.

✱ NOTICE No. 416 OF 1945.
GENERAL ANNOUNCEMENT.
PUBLIC SERVICE ENQUIRY COMMISSION.

The Public Service Enquiry Commission will sit at Pretoria from 11th June, 1945, until further notice, to hear oral evidence.

P. J. SCOTT (Secretary),
11th May, 1945. Public Service Enquiry Commission.

✱ NOTICE No. 417 OF 1945.
MARTHINUSVLEI IRRIGATION BOARD.

Notice is hereby given that Messrs. P. P. Jordaan and P. J. de Wet have been re-elected members of the above-mentioned Board for a further period of three years as from date of publication hereof.

M. S. VERMAAK,
Robertson, 15th May, 1945. Magistrate.

✱ NOTICE No. 418 OF 1945.
UNION OF SOUTH AFRICA.
DEPARTMENT OF PUBLIC HEALTH.
BULLETIN No. 21 OF 1945 FOR THE WEEK ENDED 26TH MAY, 1945.

PLAGUE.

Cape Province.

Glen Grey District.—One native case of bubonic plague has occurred in the Mbinzana Location. A Rodent Officer of the Department is assisting the District Surgeon in dealing with the outbreak, and all precautionary measures have been taken.

SMALLPOX.

New Outbreaks.—Municipal area of Aliwal North, Aliwal North District; municipal area of Barkly East, Barkly East District; farms Oransay, Innestore, Shuna and Draaifontein, Elliot District; Mahlubene Location, Tsomo District; Nocwane Location, Willowvale District (Cape); Emmaus, Bergville District; municipal area of Durban, Durban District; Bhobhebo and Gartreff Location and St. Michaels Mission, Ixopo District; farms Ducks Ponds and Môreson, Newcastle District; Chief Mbanambis Kraal, Nqutu District; Rwaye Location, Umbumbulu District; Umgayi Location and Location No. 4, Umzinto District; farm Windy Gap, Underberg District (Natal); farm Rensburgshoop, Bethal District; Kliptown and municipal area of Johannesburg, Johannesburg District; Slurry, Marico District (Transvaal); farms Excelsior and Home Rule, Senekal District (Orange Free State).

TYPHUS FEVER.

New Outbreaks.—Mkatyanas Location, Lusikisiki District; Manguzela Location, Matatiele District (Cape);

ACUTE POLIOMYELITIS (INFANTILE PARALYSIS).

During the past week the Department was notified of 5 European and 3 non-European cases of poliomyelitis as compared with 2 European and 2 non-European cases during the previous week.

EPIDEMIC DISEASES IN OTHER COUNTRIES.

At date of latest available information there existed:—

Plague in Ismailia and Fayed (Egypt).

Smallpox in Alexandria and Cairo (Egypt); Algiers and Constantine (Algeria); Kas, Libia (Cyrenaica); Ceylon; Gambia; Amarah Liwa (Iraq); Kenya and Turkey.

Typhus Fever in Luxor, Cairo, Alexandria and Port Said (Egypt); Oran and Constantine (Algeria); Bulgaria; Mossul (Iraq); Spain and Turkey.

PETER ALLAN,
Secretary for Public Health.

✱ KENNISGEWING No. 415 VAN 1945.
NATURELLEHOERHOF, PROVINSIE NATAL.
RONDGAANDE HOWE.

Ooreenkomstig Wet No. 49 van 1898 en die reëls ingevolge daarvan opgestel, word hiermee vir algemene informasie bekendgemaak dat Rondgaande Howe gedurende Junie 1945, as volg gehou sal word:—

Te Dundee, vanaf Maandag die 4de Junie 1945.

Elke sodanige hof sal op die vasgestelde tyd gehou word of so spoedig daarna as dit byeen kan kom.

R. ADIE,
Griffier, Naturellehoërhof.

Naturellehoërhof,
Pietermaritzburg, 22 Mei 1945.

✱ KENNISGEWING No. 416 VAN 1945.
KOMMISSIE VAN ONDERSOEK NA DIE STAATSDIENS.

Die Kommissie van Ondersoek na die Staatsdiens sal vanaf 11 Junie 1945, tot verdere kennisgewing sitting te Pretoria hou ten einde mondelinge getuienis te hoor.

P. J. SCOTT (Sekretaris),
Kommissie van Ondersoek na die Staatsdiens.

✱ KENNISGEWING No. 417 VAN 1945.
BESPROEIINGSRAAD MARTHINUSVLEI.

Hierby word bekendgemaak dat mnre. P. P. Jordaan en P. J. de Wet herkies is as lede van die bogemelde Raad vir 'n verdere tydperk van drie jaar vanaf die datum van die publikasie hiervan.

M. S. VERMAAK,
Robertson, 15 Mei 1945. Magistraat.

✱KENNISGEWING No. 418 VAN 1945.
UNIE VAN SUID-AFRIKA.
DEPARTEMENT VAN VOLKSGESONDHEID.
BULLETIN No. 21 VAN 1945, VIR DIE WEEK GEEINDIG 26 MEI 1945.

PES

Kaapland.

Distrik Glen Grey.—Een geval van builepes by 'n naturel het in die Mbinzanalokasie voorgekom.

'n Departementele knaagdierbeampte is die distriksgeneesheer behulpsaam met die bestryding van die uitbreek en alle voorbehoedmaatreëls is getref.

POKKIES.

Nuwe uitbrekings.—Die munisipale gebied Aliwal-Noord, distrik Aliwal-Noord; die munisipale gebied Barkly-Oos, distrik Barkly-Oos; die plase Oransay, Innestore, Shuna en Draaifontein, distrik Elliot; Mahlubenelokasie, distrik Tsomo; Nocwanelokasie, distrik Willowvale (Kaapland); Emmaus, distrik Bergville; die munisipale gebied Durban, distrik Durban; Bhobhebo- en Gartrefflokasie en St. Michaels-sending, distrik Ixopo; die plase Ducks Ponds en Môreson, distrik Newcastle; die kraal van kaptein Mbanambis, distrik Nqutu; Rwayelokasie, distrik Umbumbulu; Umgayilokasie en Lokasie No. 4, distrik Umzinto; die plaas Windy Gap, distrik Underberg (Natal); die plaas Rensburgshoop, distrik Bethal; Kliptown en die munisipale gebied Johannesburg; distrik Johannesburg; Slurry, distrik Marico (Transvaal); die plase Excelsior en Home Rule, distrik Senekal (Oranje-Vrystaat).

TIFUSKOORS.

Nuwe uitbrekings.—Mkatyanaslokasie, distrik Lusikisiki; Manguzelalokasie, distrik Matatiele (Kaapland).

AKUTE POLIOMYELITIS (KINDERVERLAMMING).

Gedurende die afgelope week is die departement van 8 nuwe gevalle van kinderverlamming (5 blankes en 3 nie-blankes) in kennis gestel in vergelyking met 2 gevalle by blankes en 2 gevalle by nie-blankes wat gedurende die vorige week aangemeld is.

EPIDEMIESE SIEKTES IN ANDER LANDE.

Volgens die jongste berigte is daar:—

Pes in Ismailia en Fayed (Egipte).

Pokkies in Alexandrië en Kairo (Egipte); Algiers en Constantine (Algerië); Kas Libia (Cyrenaica); Ceylon; Gambia; Amarah Liwa (Irak); Kenië en Turkye.

Tifuskoors in Luxor, Kairo, Alexandrië en Port Said (Egipte); Oran en Constantine (Algerië); Bulgarye; Mossul (Irak); Spanje en Turkye.

PETER ALLAN,
Sekretaris van Volksgesondheid.

✱ NOTICE No. 420 OF 1945.

VINK RIVER IRRIGATION BOARD.

Notice is hereby given that a public court will be held in the Magistrate's Office, Robertson, on Saturday, the 14th July, 1945, at 10 a.m., for the election of a member of the above-mentioned Board to replace Mr. F. D. Hugo, whose period of office expires on the 23rd July, 1945.

M. S. VERMAAK,
Magistrate.

Robertson, 18th May, 1945.

✱ NOTICE No. 421 OF 1945.

MALANSHOEK IRRIGATION BOARD.

Notice is hereby given that at a nomination court held at Keimoes on the 18th May, 1945, Mr. P. J. Malan was duly re-elected a member of the above-mentioned Board for a period of three years.

B. V. CALLANAN,
Magistrate.

Magistrate's Office,
Upington, 21st May, 1945.

✱ NOTICE No. 422 OF 1945.

JANFOURIESKRAAL IRRIGATION BOARD.

Notice is hereby given that a public court will be held at the Magistrate's Court, Calitzdorp, at 10 o'clock in the forenoon on Tuesday, the 3rd July, 1945, for the nomination and election of two members to replace the outgoing members, Messrs. H. E. Meiring and I. P. H. Fourie, whose term of office will expire by effluxion of time on the 16th July, 1945.

FRED. J. CARSTENS,
Magistrate.

Calitzdorp, 1st June, 1945.

✱ NOTICE No. 423 OF 1945.

ZOUTPANSDRIFT IRRIGATION BOARD.—ELECTION OF MEMBER.

Notice is hereby given that Mr. Frederick Stow has been elected a member of the above Board in the place of the late J. C. P. Stow for the unexpired period of office ending 31st October, 1946.

J. M. CONNING,
Acting Additional Magistrate.

Boshof, 23rd May, 1945.

✱ NOTICE No. 424 OF 1945.

LOWER KAAP IRRIGATION BOARD.—ELECTION OF MEMBERS.

Notice is hereby given that the period of office of the undermentioned members of the Board will expire on the 16th and 27th July, 1945.

A public court will be held at the National Park Hotel, Kaapmuiden, at 11 a.m. on Friday, the 8th June, 1945, for the election of members to fill the vacancies.

Members.

A. E. Cordes, 16.7.1945.
G. A. Tonetti, 27.7.1945.
H. Chapman, 16.7.1945.

H. J. VAN DER WALT,
Magistrate.

Barberton, 25th May, 1945.

✱ NOTICE No. 425 OF 1945.

SOUTH AFRICAN RAILWAYS AND HARBOURS.
NOTICE OF EXPROPRIATION.

To whom it may concern:

Please take notice that under the powers conferred upon him by section *three* (*a*) of Act No. 22 of 1916, or any amendment thereof, and statutes therein referred to, His Excellency the Officer Administering the Government has, by Notice of Expropriation No. C. 2622, dated 14th February, 1945, and served on Galletly William Scott on 21st February, 1945, expropriated certain land, in extent 5,000 Cape square feet, being certain piece of partly freehold and partly redeemed quitrent land, situate in the Municipality of Bellville, in the Cape Division, being Lot No. 626 of Boston Township, Cape Province, for the South African Railways and Harbours.

I, therefore, give notice that it is the intention of the Administration to register transfer of the said piece of land according to Diagram No. 3461/1939 in the name of the Government of the Union of South Africa in its Railways and Harbours Administration, free of all conditions.

Dated at Johannesburg, on this 17th day of May, 1945.

C. M. HOFFE,
General Manager;
South African Railways and Harbours.

LZ. 12/1/19.

✱ KENNISGEWING No. 420 VAN 1945.

BESPROEIINGSRAAD VINKRIVIER.

Hierby word bekendgemaak dat 'n openbare hofsitting om 10-uur vm. op Saterdag, 14 Julie 1945, in die magistraatskantoor, Robertson, gehou sal word, vir die verkiesing van 'n lid van bogemelde Raad in die plek van mnr. F. D. Hugo wie se ampstyd op 23 Julie 1945 verstryk.

M. S. VERMAAK,
Magistraat.

Robertson, 18 Mei 1945.

✱ KENNISGEWING No. 421 VAN 1945.

BESPROEIINGSRAAD MALANSHOEK.

Hierby word bekendgemaak dat meneer P. J. Malan op 'n nominasiehofsitting op 18 Mei 1945 te Keimoes gehou, behoorlik herkies is as lid van bogemelde Raad vir 'n tydperk van drie jaar.

B. V. CALLANAN,
Magistraat.

Magistraatskantoor,
Upington, 21 Mei 1945.

✱ KENNISGEWING No. 422 VAN 1945.

BESPROEIINGSRAAD JANFOURIESKRAAL.

Hierby word bekendgemaak dat 'n openbare hofsitting om 10-uur vm. op Dinsdag, 3 Julie 1945, in die magistraatskantoor, Calitzdorp, gehou sal word vir die nominasie en verkiesing van twee lede in die plek van die here H. E. Meiring en I. P. H. Fourie wie se ampstyd op 16 Julie 1945 verstryk.

FRED. J. CARSTENS,
Magistraat.

Calitzdorp, 1 Junie 1945.

✱ KENNISGEWING No. 423 VAN 1945.

BESPROEIINGSRAAD ZOUTPANSDRIFT.—VERKIESING VAN LID.

Hierby word bekendgemaak dat mnr. Frederick Stow verkies is as lid van bogenoemde Raad in die plek van wyle J. C. P. Stow vir die onverstreke ampstyd wat op 31 Oktober 1946 eindig.

J. M. CONNING,
Waarnemende Addisionele Magistraat.

Boshof, 23 Mei 1945.

✱ KENNISGEWING No. 424 VAN 1945.

BESPROEIINGSRAAD LAER-KAAP.—VERKIESING VAN LEDE.

Hierby word bekendgemaak dat die ampstyd van ondergenoemde lede van die Raad op 16 Julie en 27 Julie 1945 verstryk.

'n Openbare hofsitting sal om 11 vm. op Vrydag, 8 Junie 1945, by die National Park Hotel, Kaapmuiden, gehou word vir die verkiesing van lede om die vakatures te vul.

Lede.

A. C. Cordes, 16 Julie 1945.
G. A. Tonetti, 27 Julie 1945.
H. Chapman, 16 Julie 1945.

H. J. VAN DER WALT,
Magistraat.

Barberton, 25 Mei 1945.

✱ KENNISGEWING No. 425 VAN 1945.

SUID-AFRIKAANSE SPOORWEË EN HAWENS.
KENNISGEWING VAN ONTEIENING.

Aan wie hierby belang het:

Geliewe kennis te neem dat Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag kragtens die bevoegdheid hom verleen by artikel *drie* (*a*) van Wet No. 22 van 1916, en enige wysiging daarvan, en Wette daarin genoem, by Kennisgewing van Onteiening No. C. 2622, gedateer 14 Februarie 1945, op Galletly William Scott op 21 Februarie 1945 gedien, sekere grond, groot 5,000 Kaapse vierkantvoet, synde sekere stuk gedeeltelik onbeswaarde en gedeeltelik vrygekoopte erfpaggrond, geleë in die munisipale gebied Bellville, afdeling die Kaap, synde Perseel No. 626 van Bostondorp, Kaapprovinsie, vir die Suid-Afrikaanse Spoorweë en Hawens onteien het.

Ek gee dus kennis dat die Administrasie voornemens is om genoemde stuk grond volgens Kaart No. 3461/1939 vry van alle voorwaardes op naam van die Regering van die Unie van Suid-Afrika; in sy Spoorweg- en Hawensadministrasie, te registreer.

Gedateer te Johannesburg, op hierdie 17de dag van Mei 1945.

C. M. HOFFE,
Hoofbestuurder,
Suid-Afrikaanse Spoorweë en Hawens.

L.Z. 12/1/19.

✱ NOTICE No. 426 OF 1945.

SOUTH AFRICAN RAILWAYS AND HARBOURS.

NOTICE OF EXPROPRIATION.

To whom it may concern:

Please take notice that under the powers conferred upon him by section *three* (*a*) of Act No. 22 of 1916, or any amendment thereof, and statutes therein referred to, His Excellency the Officer Administering the Government has, by Notice of Expropriation No. C. 2495, dated 12th April, 1944, served on The Council of the Municipality of Kuruman, on 26th April, 1944, expropriated certain land, in extent approximately 3.47 morgen, being portions of the Kuruman Town Commonage, situate in the Division of Kuruman, Province of the Cape, for the South African Railways and Harbours.

I, therefore, give notice that it is the intention of the Administration to register transfer of the said piece of land according to the Diagrams S.G. No. 4005/44 and S.G. No. 4006/44 in the name of the Government of South Africa in its Railways and Harbours Administration, free of all conditions.

Dated at Cape Town, this 18th day of May, 1945.

C. M. HOFFE,
General Manager,
South African Railways and Harbours.

LZA. 104/1/3.

✱ NOTICE No. 427 OF 1945.

SOUTH AFRICAN RAILWAYS AND HARBOURS.

NOTICE OF EXPROPRIATION.

The sixth line in the first paragraph of the English version of Notice No. 71 of 1945, published in *Government Gazette* No. 3441, dated 26th January, 1945, should read "Alexander van der Bijl on the 21st November, 1944, expropriated certain" instead of "Alexander van der Bijl on the 21st November, 1944, certain."

Dated at Johannesburg, this 18th day of May, 1945.

C. M. HOFFE,
General Manager,
South African Railways and Harbours.

L.Z. 31/1/5.

✱ NOTICE No. 428 OF 1945.

SOUTH AFRICAN RAILWAYS AND HARBOURS EXAMINATION.—OCTOBER, 1945.

The next South African Railways and Harbours Examination for the selection of youths for appointment as Probationer Clerks will take place at various centres throughout the Union and South West Africa, on Thursday and Friday, the 18th and 19th October, 1945.

No syllabus will be prescribed, but the examination will be designed generally to test initiative, intelligence, general knowledge, neatness, accuracy and ability to use both official languages and will be of such a nature as to ensure equal opportunities for rural and urban candidates.

The examination will comprise two-hour written tests in each of the four subjects of English, Afrikaans, General Knowledge and Accuracy.

No examination fee will be levied. Candidates who require to travel by rail to the nearest examination centre will be afforded a refund on the basis of the second class fare.

Entry to the examination will be limited to European male candidates who hold the Junior Certificate or a recognised higher or equivalent certificate, including both official languages as subjects in which they were successful at the relevant examination, and who, on the second day of the examination, will not have attained the 22nd anniversary of the date of their birth.

Candidates for the Junior Certificate or recognised equivalent examination to be held in November-December, 1945, may provisionally undergo the South African Railways and Harbours Examination. If such a candidate is successful at the Junior Certificate or equivalent examination held in November-December, 1945, he will be required to advise the System Manager concerned accordingly not later than the 5th February, 1946. If such advice is not received it will be assumed that the candidate concerned failed the examination mentioned or does not desire to be considered for appointment as a Probationer Clerk.

Entries must be submitted on the official entry form, which may be obtained from the System Manager of the District in which the candidates are normally resident.

Entries must be submitted to the System Manager concerned not later than the 28th July, 1945. *Late entries will NOT be accepted.*

System Managers are stationed at the following centres:—

Cape Town, Kimberley, Port Elizabeth, East London, Bloemfontein, Durban, Johannesburg, Pretoria and Windhoek.

Candidates whose entries are accepted will be advised of the centre at which they must undergo the examination.

A list of successful candidates will *not* be published and no information regarding marks will be supplied to candidates after the examination. Each candidate will, however, be advised whether or not he will be considered for appointment to the clerical staff.

✱ KENNISGEWING No. 426 VAN 1945.

SUID-AFRIKAANSE SPOORWEË EN HAWENS.

KENNISGEWING VAN ONTEIENING.

Aan wie hierby belang het:

Geliewe kennis te neem dat Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag kragtens die bevoegdheid hom verleen by artikel *drie* (*a*) van Wet No. 22 van 1916, of enige wysigings daarvan, by Kennisgewing van Onteiening No. C. 2495, gedateer 12 April 1944, op die Stadsraad van die munisipaliteit Kuruman, op 26 April 1944 gedien, sekere grond, groot ongeveer 3.47 morg, synde gedeeltes van die Kuruman-dorpsgronde, geleë in die afdeling Kuruman, Kaapprovinsie, onteien het.

Ek gee dus kennis dat die Administrasie voornemens is om genoemde stuk grond volgens Kaarte S.G. No. 4005/44 en S.G. No. 4006/44 vry van alle voorwaardes op naam van die Regering van die Unie van Suid-Afrika in sy Spoorweg- en Hawensadministrasie te registreer.

Gedateer te Kaapstad, op hierdie 18de dag van Mei 1945.

C. M. HOFFE,
Hoofbestuurder,
Suid-Afrikaanse Spoorweë en Hawens.

L.Z.A. 104/1/3.

✱ KENNISGEWING No. 427 VAN 1945.

SUID-AFRIKAANSE SPOORWEË EN HAWENS.

KENNISGEWING VAN ONTEIENING.

Die sesde reël in die eerste paragraaf van die Engelse bewoording van Kennisgewing No. 71 van 1945 gepubliseer in *Staatskoerant* No. 3441 gedateer 26 Januarie 1944 moet lui „Alexander van der Bijl on the 21st November, 1944, expropriated certain" in plaas van „Alexander van der Bijl on the 21st November, 1944, certain."

Gedateer te Johannesburg op hierdie 18de dag van Mei 1945.

C. M. HOFFE,
Hoofbestuurder,
Suid-Afrikaanse Spoorweë en Hawens.

✱ KENNISGEWING No. 428 VAN 1945.

KLERKLIKE EKSAMEN VAN DIE SUID-AFRIKAANSE SPOORWEË EN HAWENS.—OKTOBER 1945.

Die eerskomende eksamen van die Suid-Afrikaanse Spoorweë en Hawens vir die kiesing van seuns vir aanstelling as proefleerlingklerke, sal op Donderdag en Vrydag, 18 en 19 Oktober 1945, op verskillende plekke dwarsdeur die Unie in Suidwes-Afrika afgeneem word.

Geen leerplan word voorgeskryf nie, maar die doel van die eksamen is om inisiatief, intelligensie, algemene kennis, netheid, noukeurigheid en vertroudheid met beide offisiële tale oor die algemeen te toets en die eksamen is van so'n aard dat plattelandse en stedelike kandidate dieselfde geleenthede sal hê.

Die eksamen bestaan uit skriftelike toetse van twee uur in elk in die vier vakke, Afrikaans, Engels, algemene kennis en noukeurigheid.

Geen inskrywingsgeld word gevorder nie. Aan kandidate wat per trein na die naaste eksamensentrums moet reis, word terugbetaling op grondslag van passasiersgeld vir 'n reiskaartjie, klas II, toegestaan.

Toelating tot die eksamen word beperk tot blanke manlike kandidate wat die juniorsertifikaat of 'n erkende hoër of daaraan gelykstaande sertifikaat besit, wat beide landtale as vakke insluit waarin hulle by die betrokke eksamen geslaag het, en wat op die tweede dag van die eksamen nog nie hul twee-en-twintigste verjaardag bereik het nie.

Kandidate vir die juniorsertifikaateksamen of daaraan gelykstaande erkende eksamen wat in November-Desember 1945, afgeneem word, kan die eksamen van die Suid-Afrikaanse Spoorweë en Hawens voorlopig skryf. As so'n kandidaat in die juniorsertifikaateksamen of daaraan gelykstaande eksamen afgeneem gedurende November-Desember 1945, slaag, moet hy die betrokke Afdelingsbestuurder op sy laatste op 5 Februarie 1946, daarvan in kennis stel. As so'n mededeling nie ontvang word nie, word aangeneem dat die betrokke kandidaat in genoemde eksamen gedruip het, of nie begerig is om in aanmerking te kom vir aanstelling as proefleerlingklerk nie.

Inskrywings moet op die offisiële inskrywingsvorm ingedien word wat op aansoek by die Afdelingsbestuurder van die distrik waar die kandidaat gewoonlik woonagtig is, verkry kan word.

Inskrywings moet voor of op 28 Julie 1945, aan die betrokke Afdelingsbestuurder gestuur word. *Inskrywings wat laat aankom, word nie aangeneem nie.*

Afdelingsbestuurders is op die volgende plekke gestasioneer:—

Kaapstad, Port Elizabeth, Bloemfontein, Johannesburg, Windhoek, Kimberley, Oos-Londen, Durban en Pretoria.

Kandidate wie se inskrywings aangeneem word, word in kennis gestel van die sentrum waar hulle die eksamen sal moet skryf.

Lyste van suksesvolle kandidate word nie gepubliseer nie en geen inligting in verband met punte word aan kandidate na die eksamen verstrek nie. Elke kandidaat word egter meegedeel of hy vir aanstelling vir 'n klerklike betrekking in aanmerking geneem sal word of nie.

TENDERS.

UNION TENDER AND SUPPLIES BOARD.—*UNIERAAD VIR TENDERS EN LEWERANSIES.*

ACCEPTED TENDERS.—*AANGENOME TENDERS.*

Notice is hereby given for general information that the following tenders have been accepted for the various services mentioned :—
Hierby word vir algemene inligting bekendgemaak dat die volgende tenders aangeneem is vir die verskeie genoemde dienste :—

Reference and Tender No. *Verwysings- en tendernommer.*	Accepted Tenderers. *Aangenome tenderaars.*	Service. *Diens.*	Price. *Prys.*
24/1/16. P.W.D. / *D.P.W.* 315	W. Stretton (Pty.), Ltd., Pretoria.....	Department of Public Works / *Departement van Publieke Werke*— Mess Rooms and Kitchen at Government Printing Works/*Eetkamers en kombuis, Staatsdrukkery*, Pretoria	£5,482.
20/1/166. P.O./*P.K.* 264	Associated Engineers Co., Ltd., Johannesburg	Department of Posts and Telegraphs / *Departement van Pos- en Telegraafwese*— 10 Universal meters/*Universeelmeters*.....	£190 the lot/*tesaam*, f.o.b./*v.a.b.* British Port/*Britse hawe.*
	Hubert Davies & Co., Ltd., Johannesburg	18 Detectors/*Aanwysers*, No. 2.....	£93. 12s. the lot/*tesaam*, f.o.b./*v.a.b.* British Port/*Britse hawe.*
20/1/179. P.O./*P.K.* 295	A. Wolff (Pty.), Ltd., Pretoria.....	45,000 Washers/*Wasters*.....	£180, f.o.r./*v.o.s.* Pretoria.
		45,000 Washers/*Wasters*.....	£213, f.o.r./*v.o.s.* Pretoria.
19/1/13. S.A.P. 346:.	Harley Furnishers (Pty.), Ltd., Johannesburg	Gents.' wardrobes/*Manshangkaste*.....	£25 each/*elk*, f.o.r./*v.o.s.* Johannesburg.
25/1/121/2. S.O. 94..	S. Machanick & Co., Cape Town/*Kaapstad*	General contract/*Algemene kontrak*— 800,000 lbs./*lb.* Cape oat-hay/*Kaapse hawerhooi*	5s. 10d. per 100 lbs./*lb.*, f.o.r./*v.o.s.* Rust.
25/1/134. S.O. 529...	Tullis Laundry and Engineering Supplies, Johannesburg	Department of Public Health / *Departement van Volksgesondheid*— 400 yds./*jrts.* Laundry sheeting/*Wasserytakentinne*	17s. 3d. per yd./*jrt.*, ex import/*uit invoer.*
25/1/9/1/1. S.O. 551.	Thomson Savage & Co. (Pty.), Ltd., Durban	Nelspoort Sanatorium/*-sanatorium*— 800 Nurses'/*Verpleegsters-* uniforms.....	15s. each/*elk*, f.o.r./*v.o.s.* Durban.
25/1/9/38. S.O. 554..	Nobles Manchester Warehouse (Pty.), Ltd., Johannesburg	The Director of Internment Camps/*Direkteur van Interneringskampe*— 1,250 Pillow slips/*Kussingslope*.....	1s. 10d. each/*elk*, f.o.r./*v.o.s.* Johannesburg.
19/1/2. S.O. 568.....	H. J. Henochsberg (Pty.), Ltd., Johannesburg	S.A. Police/*Polisie*— 600 Caps/*Pette*, blue/*blou*, cut, make and trim/*sny, maak en afwerk*	7s. each/*elk*, f.o.r./*v.o.s.* Johannesburg.
25/1/367. S.O. 1922..	A. Loewenthal, Johannesburg.....	Government Mechanical Laboratory / *Werktuigkundige Laboratorium*, Johannesburg— 2,000 lbs./*lb.* Solder/*Soldeersel*.....	£9. 9s. 7d. per 100 lbs./*lb.*, delivered/*afgelewer.*
25/1/1226. S.O. 1930.	William Bain & Co., Ltd., Boksburg....	Vaal-Hartz Settlement/*Vaalhartz-nedersetting*— 850 Gates/*Hekke*.....	53s. 9d. each/*elk*, f.o.r./*v.o.s.* Dunswart.
25/1/1071:. S.O. 1934.	S. Butcher & Sons, Ltd., Durban.....	Pretoria Central Prison/*Sentrale Gevangenis*— 24 gross/*gros* Screws/*Skroewe*.....	2s. 1d. per gross/*gros*, f.o.r./*v.o.s.* Durban.

Whereas the undermentioned services comprise numerous items, only the name of the successful tenderers are published :—
Nademaal die ondergenoemde dienste verskeie items omvat, word slegs die naam van suksesvolle tenderaars bekendgemaak :—

Reference and Tender No. *Verwysings- en tendernommer.*	Service and Successful Tenderers. *Diens en suksesvolle tenderaars.*
13/1/77. Irrigation/*Besproeiing* 1...	Supply of castings/*Lewering van gietsels*— Pretoria Brass and Iron Foundry, Pretoria. Perfection Piston Co. Manufacturing (Pty.), Ltd., Roodepoort.
25/1/26/1. S.O. 50.....	Supply of groceries, etc., to Institutions in the Cape Province, during the period 1st July, 1945, to 30th June, 1946/*Lewering van kruideniersware, ens., aan Inrigtings in die Kaapprovinsie, gedurende die tydperk 1 Julie 1945 tot 30 Junie 1946*— The Kaffrarian Steam Mill Co., Ltd., Kingwilliamstown. Patlansky Bros. & Schauder, Port Elizabeth. Sanders & Co., Johannesburg. Mager's Mineral Water Factory, Queenstown. L. Rose & Co. (Pty.), Ltd., Durban. Weetbix (Pty.), Ltd., Wynberg. Selected Products, Ltd., Cape Town/*Kaapstad*. Ziman Bros., Ltd., Johannesburg. Tiger Oats Co., Maitland, Cape/*Kaap*. Frootall Manufacturers (Pty.), Ltd., Port Elizabeth. Schweppes (S.A.), Ltd., Rondebosch, Cape/*Kaap*. Sasko/Bokomo, Huguenot. Sunshine Macaroni Co. (Pty.), Ltd., Johannesburg. Yeast Products (Pty.), Ltd., Johannesburg. E. Bremer & Sons, Senekal. Transvaal Trading Co., Pretoria. B. B. Whiterass, Fort Beaufort. The Jacobsdal Salt Works, Jacobsdal. Brand & Co., Ltd., Worcester, C.P./*K.P.* Nestlé (S.A.), Ltd., Durban. J. Goldstein & Co., Grahamstown/*Grahamstad*. Pyramid Chemical Industries (Pty.), Ltd., Johannesburg. Western Cereal Co., Woodstock, C.P./*K.P.* Riverside Dried Fruit Co. (Pty.), Ltd., Wellington Station/*-staste.*
25/1/742. S.O. 1886.....	Supply of agricultural implements to the College of Agriculture, Cedara, Natal/*Lewering van landbougereedskap aan die Landboukollege, Cedara, Natal*— Woolf Engineering Co. (Pty.), Ltd., Bloemfontein. Massey Harris & Co. (S.A.), Ltd., Durban. National Trading Co., Johannesburg. Blane & Co., Ltd., Johannesburg.
25/1/871. S.O. 1913.....	Supply of building material, stoves, etc., to Government Guano Islands/*Lewering van boumateriaal, stowe, ens., aan die Staats-gwano-eilande*— E. R. Pollak (Pty.), Ltd., Johannesburg. Purcell Yallop & Everett, Ltd., Cape Town/*Kaapstad*. F. S. Potter, Pietermaritzburg. Groves (Pty.), Ltd., Johannesburg. Halsted & Co., Johannesburg. W. V. Grimwood & Co. (Pty.), Ltd., Durban. Engineering Requisites (Pty.), Ltd., Pretoria. McKinnon Chain (S.A.), Ltd., Johannesburg. Blane & Co., Ltd., Johannesburg. Ussher Inventions (Pty.), Ltd., Johannesburg.
25/1/1111. S.O. 1916.....	Supply of building material to the State Sawmill, Nelspruit/*Lewering van boumateriaal aan die Staatsaagmeule, Nelspruit*— Hofman Bros. (Pty.), Ltd., Johannesburg. Woolf Engineering Co. (Pty.), Ltd., Bloemfontein. Douglas, Son & Pugh (Pty.), Ltd., Johannesburg. Jeppe Plumbing and Sheet Metal Manuf., Johannesburg. Phoenix Plumbing and Sheet Metal Works (Pty.), Ltd., Johannesburg. P. Henwood, Son, Soutter & Co., Johannesburg. Patlansky Bros. & Schauder, Port Elizabeth. General Plumbing and Builders' Supply Co., Johannesburg. Ballantine, Ltd., Pretoria. W. R. Boustred, Ltd., Johannesburg. Excelsior Paint Works, Johannesburg. Gratus & Gratus (Pty.), Ltd., Johannesburg. Halsted & Co., Johannesburg. P. Henwood, Son, Soutter & Co., Durban. Herbert Evans & Co., Ltd., Pretoria.
25/1/903. S.O. 1917.....	Supply of building material, electric material, etc., to the State Alluvial Diggings, Alexander Bay/*Lewering van boumateriaal, elektriese materiaal, ens., aan die Alluviale Staatsdelwerye, Alexanderbaai*— Reunert & Lenz, Ltd., Johannesburg. Rand Hardware and Engineering Supply Co., Ltd., Johannesburg. P. Henwood, Son, Soutter & Co., Johannesburg. Johnson & Phillips (S.A.) (Pty.), Ltd., Johannesburg. African Cables, Ltd., Vereeniging. Nobor, Ltd., Johannesburg. Herbert Evans & Co., Ltd., Pretoria. Baldwins (S.A.), Ltd., Johannesburg. S.A. Canvas Co., Ltd., Johannesburg. F. S. Potter, Pietermaritzburg. Halsted & Co., Johannesburg. Asbestos Products, Ltd., Johannesburg. E. S. Mowat & Sons, Durban. General Spares and Accessories Wholesale (Pty.), Ltd., Pretoria. Woolf Engineering Co. (Pty.), Ltd., Bloemfontein.
25/1/1160. S.O. 1921.....	Supply of doors and windows to the Kokstad Forestal District/*Lewering van deure en vensters aan die Bosdistrik, Kokstad*— Buffalo Timber Co. (Pty.), Ltd., East London/*Oos-Londen*. E. E. Pollak (Pty.), Ltd., Johannesburg.
26/1/31. S.O. 1925.....	Supply of process plates to the Government Printers/*Lewering van prosedeerplate aan die Staatsdrukkers*— S.A. Druggists, Ltd., Johannesburg.
25/1/360. S.O. 1932.....	Supply of morocco and sheep skins to the Government Printer/*Lewering van morokko- en skaapvelle aan die Staatsdrukker*— Silverton Tannery, Silverton.
25/1/728. S.O. 1933.....	Supply of compressor and grinder to the S.A. Police, Pretoria/*Lewering van lugperser en slypmasjien aan die S.A. Polisie, Pretoria*— Ingersoll-Rand Co. (S.A.), Ltd., Johannesburg. Machine Tools (Pty.), Ltd., Germiston.
20/1/232. S.O. 1941.....	Supply of paint to the Department of Posts and Telegraphs/*Lewering van verf aan die Departement van Pos- en Telegraafwese*— W. R. Boustred, Johannesburg. Herbert Evans & Co. (Pty.), Ltd., Pretoria. Woolf Engineering Co. (Pty.), Ltd., Bloemfontein.
25/1/322. S.O. 5011.....	Supply of anti-malaria requirements and insecticides, etc., during the period 1st June to 30th November, 1945/*Lewering van anti-malariabenodigdhede en insekgif, ens., gedurende die tydperk 1 Junie tot 30 November 1945*— Robertson's, Ltd., Durban. British National Products (Pty.), Ltd., Johannesburg. Rotox Chemical Products, Johannesburg. Caltex (Africa), Ltd., Johannesburg. Vacuum Oil Co. (S.A.), Ltd., Johannesburg. The Shell Co. of Africa, Ltd., Johannesburg.

Tender forms obtainable from:
The Chairman, Union Tender and Supplies Board, 271 Visagie Street (P.O. Box 371, Phone 2-9145), Pretoria.
Services:

Sale of empty fruit boxes, scrap iron, old wire, unserviceable kitchen utensils, tents, etc., at Defence Salvage Depot, Durban. Tender No. S.O. 103.
Sale of unserviceable clothing, tents, etc., in bulk lots, Defence Salvage Depot, Pretoria. Tender No. S.O. 106.
Supply of tailoring material to the Porter Reformatory, P.O. Retreat. Tender No. S.O. 572.
Supply of shirts, white, and raincoats for women to the School of Industries, Paarl. Tender No. S.O. 575.
Supply of tailoring material to the School of Industries, George. Tender No. S.O. 576.
Supply of furniture to the Housecraft High School, George. Tender No. S.O. 1996.
Supply of dissecting tables to the Onderstepoort Laboratory. Tender No. S.O. 1999.
Supply of air receiver, circular saw, etc., to the State Alluvial Diggings, Alexander Bay. Tender No. S.O. 2001.
Supply of damp course to the Vaal-Hartz Settlement. Tender No. S.O. 1998.
Supply of lathe to the Technical High School, Potchefstroom. Tender No. S.O. 2000.
Supply of dam scrapers, water carts, spades, etc., to the Vlekpoort Conservation Area, Hofmeyr, C.P. Tender No. S.O. 1997.
Supply of fencing material to the Grootfontein College of Agriculture, Middelburg, Cape. Tender No. S.O. 1994.
Supply of axes to the Chief Weed Inspector, Grahamstown. Tender No. S.O. 1993.
Supply of rimlocks to the Loskop Settlement, Marble Hall. Tender No. S.O. 1991.
Supply of steel bedside lockers to the Department of Public Health, Pretoria. Tender No. S.O. 1989.

Tenders due 9 a.m., 7th June, 1945.

Sale of unserviceable miscellaneous defence stores, at the Salvage Depot, Pretoria. Tender No. S.O. 105.
Sale of waste food at the Andalusia Internment Camp. Tender No. S.O. 115.
Supply of tweed and grey flannel to the Department of Public Health. Tender No. S.O. 579.
Supply of tailoring material to the Witrand Institution for Feebleminded, Potchefstroom. Tender No. S.O. 580.
Supply of building material to the Department of Native Affairs, Taungs and Vryburg. Tender No. S.O. 1995.
Supply of drilling machine and corrugated iron roller to the Technical High School, Potchefstroom. Tender No. S.O. 2002.
Supply of glycerine to the Onderstepoort Laboratory. Tender No. S.O. 2004.
Supply of building material, tools, etc., to State Alluvial Diggings, Alexander Bay. Tender No. S.O. 2005.
Supply of fencing material to the College of Agriculture, Potchefstroom. Tender No. S.O. 2006.
Supply of glass stoppered bottles to the various Government Departments. Tender No. S.O. 2007.
Auctioneering services for the sale of horses for the Department of Defence, Johannesburg and Bloemfontein. Tender No. S.O. 2008.
Supply of tooth brushes to the Department of Public Health, Pretoria. Tender No. S.O. 2011.
Supply of tools, electrical material, welding material, etc., to the Technical High School, Middelburg, Transvaal. Tender No. S.O. 2012.
Supply of furniture to the Langenhoven Commercial High School, Oudtshoorn. Tender No. S.O. 2013.
Supply and erection of refrigeration unit to the Division of Entomology, Pretoria. Tender No. S.O. 2014.
Supply of chicken brooders to the Sonop Settlement, Wolhuterskop. Tender No. S.O. 2015.
Supply of ploughs and dam scrapers to the Vlekpoort Conservation Area, Hofmeyr, C.P. Tender No. S.O. 2016.
Supply of one lawn mower to the Langenhoven Commercial High School, Oudtshoorn. Tender No. S.O. 2017.
Supply of one lawn mower to the Technical High School, Oudtshoorn. Tender No. S.O. 2018.
Supply of electric polisher and vegetable peeler to the Housecraft High School, Potchefstroom. Tender No. S.O. 2020.
Supply of scotch carts to the Onderstepoort Laboratory. Tender No. S.O. 2021.
Supply of chimney stack to the Swartfontein Work Colony, White River. Tender No. S.O. 2022.

Tenders due 9 a.m., 14th June, 1945.

★ Supply of pyjama material to the Department of Public Health. Tender No. S.O. 582.
★ Supply of safari jackets to the Department of Public Health. Tender No. S.O. 583.
★ Supply of tailoring material to the George Hofmeyr School of Industries, Standerton. Tender No. S.O. 584.
★ Supply of laboratory centrifuge to the Onderstepoort Laboraotry. Tender No. S.O. 2025.
★ Supply of furniture to the Commercial High School, Potchefstroom. Tender No. S.O. 2026.
★ Supply of power hay press to the Vaal-Hartz Settlement, Border Station. Tender No. S.O. 2027.
★ Supply of fencing material to the Fort Napier Institution, Pietermaritzburg. Tender No. S.O. 2028.
★ Supply of agricultural implements to the J. W. Luckhoff Opportunity School, Heidelberg, Transvaal. Tender No. S.O. 2029.
★ Supply of all-steel tróllies to the Estcourt and Tabamhlope Pasture Research Stations, Estcourt. Tender No S.O. 2031.
★ Supply of fencing material to the Department of Native Affairs, Pietermaritzburg. Tender No. S.O. 2032.

Tender due 9 a.m., 21st June, 1945.

Supply of machine tools to the Technical High School, Ficksburg. Tender No. S.O. 1990.

Tenders due 9 a.m., 9th August, 1945.

★ Supply of chemicals and apparatus to the Agricultural Research Institute, Pretoria. Tender No. S.O. 2023.

Tenders due 9 a.m., 30th August, 1945.

Tender forms obtainable from:
Secretary, P.W.D., Pretoria (Room 510, Phone 2-4723).
Services:

Supply of steel filing cabinets, required for P.W.D. Tender No. P.W.D. S.7 of 1945.
Supply of expansion valves for Standard Stock for P.W.D. Stores, Johannesburg, T.P. Tender No. P.W.D. S.8 of 1945.

Tenders due 9 a.m., 14th June, 1945.

Tendervorms verkrygbaar by:
Die Voorsitter, Unieraad vir Tenders en Leweransies, Visagiestraat 271 (Posbus 371, Foon 2-9145), Pretoria.
Dienste:

Verkoping van leë vrugtekissies, oa-yster, ondienlike kombuisgereedskap, tente, ens., by die Verdedigingsbergingsdépôt, Durban. Tender No. S.O. 103
Verkoping van ondienlike klerasie, tente, ens., in groot klompe by die Verdedigingsbergingsépôt, Pretoria. Tender No. S.O. 106.
Lewering van snyersmateriaal aan die Porterverbeteringsgestig, Pk. Retreat. Tender No. S.O. 572.
Lewering van wit hemde en reënjasse vir vroue aan die Nywerheidskool, Paarl. Tender No. S.O. 575.
Lewering van snyersmateriaal aan die Nywerheidskool, George. Tender No. S.O. 576.
Lewering van huisraad aan die Hoërhuishoudskool, George. Tender No. S.O. 1996.
Lewering van ontleedtafels aan die Onderstepoort-laboratorium. Tender No. S.O. 1999.
Lewering van lughouer, sirkelsaag, ens., aan die Alluviale Staatsdelwery, Alexanderbaai. Tender No. S.O. 2001.
Lewering van vogwerende laag aan die Vaal-Hartz-nedersetting. Tender No. S.O. 1998.
Lewering van draaibank aan die Tegniese Hoërskool, Potchefstroom. Tender No. S.O. 2000.
Lewering van damskroppe, waterkarre, grawe, ens., aan die Vlekpoort-bewaringsgebied, Hofmeyr, K.P. Tender No. S.O. 1997.
Lewering van omheiningsmateriaal aan die Landboukollege, Grootfontein, Kaap. Tender No. S.O. 1994
Lewering van byle aan die Hoofonkruidinspekteur, Grahamstad. Tender No. S.O. 1993.
Lewering van oplegslotte aan die Loskop-nedersettingy, Marble Hall. Tender No. S.O. 1991.
Lewering van staalspondekassies aan die Departement van Volksgesondheid, Pretoria. Tender No. S.O. 1989.

Tenders ingewag tot 9-uur vm., 7 Junie 1945.

Verkoping van ondienlike militêre voorráde van alle soorte by die Verdedigingsbergingsdépôt, Pretoria. Tender No. S.O. 105.
Verkoop van afvalkos by die Interneringskamp, Andalusia. Tender No. S.O. 115.
Lewering van tweed en grysflennie aan die Departement van Volksgesondheid. Tender No. S.O. 579.
Lewering van snyersmateriaal aan die Witrand-gestig vir Swaksinniges, Potchefstroom. Tender No. S.O. 580.
Lewering van boumateriaal aan die Departement van Naturellesake, Taungs en Vryburg. Tender No. S.O. 1995.
Lewering van boormasjien en roller vir geriffelde sinkplate aan die Tegniese Hoërskool, Potchefstroom. Tender No. S.O. 2002.
Lewering van gliserien aan die Onderstepoort-laboratorium. Tender No. S.O. 2004.
Lewering van boumateriaal, gereedskap, ens., aan die Alluviale Staatsdelwery, Alexanderbaai. Tender No. S.O. 2005.
Lewering van omheiningsmateriaal aan die Landboukollege, Potchefstroom. Tender No. S.O. 2006.
Lewering van bottels met glasproppe aan verskeie Staatsdepartemente. Tender No. S.O. 2007.
Afslaersdienste vir verkoop van perde vir die Departement van Verdediging, Johannesburg en Bloemfontein. Tender No. S.O. 2008.
Lewering van tandeborsels aan die Departement van Volksgesondheid, Pretoria. Tender No. S.O. 2011.
Lewering van gereedskap, elektriese materiaal, sweismaterinal, ens., aan die Tegniese Hoërskool, Middelburg, Transvaal. Tender No. S.O. 2012.
Lewering van meubels aan die Langenhoven-hoërhandelskool, Oudtshoorn. Tender No. S.O. 2013.
Lewering en oprigting van 'n koelinstallasie aan die Afdeling Insektekunde, Pretoria. Tender No. S.O 2014.
Lewering van kunsmoeders aan die Sonop-nedersetting, Wolhuterskopstasie. Tender No. S.O. 2015.
Lewering van ploeë en damskroppe aan die Vlekpoortbewaringsgebied, Hofmeyr, Kaap. Tender No. S.O. 2016.
Lewering van een grassnyer aan die Langenhoven-hoërhandelskool, Oudtshoorn. Tender No. S.O. 2017.
Lewering van een grassnyer aan die Tegniese Hoërskool, Oudtshoorn. Tender No. S.O. 2018.
Verskaffing van elektriese poleertoestel en groente-afskiller aan die Hoërhuishoudskool, Potchefstroom. Tender No. S.O. 2020.
Lewering van skotskarre aan die Onderstepoort-laboratorium. Tender No. S.O. 2021.
Lewering van skoorsteenpyp aan die Swartfontein-werkkolonie, Witrivier. Tender No. S.O. 2022.

Tenders ingewag tot 9-uur vm., 14 Junie 1945.

★ Lewering van slaappakmateriaal aan die Departement van Volksgesondheid. Tender No. S.O. 582.
★ Lewering van safaribaadjies aan die Departement van Volksgesondheid. Tender No. S.O. 583.
★ Lewering van snyersmateriaal aan George Hofmeyr-nywerheidskool, Standerton. Tender No. S.O. 584.
★ Lewering van laboratoriumsentrifuge aan die Onderstepoortlaboratorium. Tender No. S.O. 2025
★ Lewering van meubels aan die Hoërhandelskool, Potchefstroom. Tender No. S.O. 2026.
★ Lewering van hooipers, deur krag aangedryf, aan die Vaal-Hartznedersetting, Borderstasie. Tender No. S.O. 2027.
★ Lewering van omheiningsmateriaal aan die Fort Napier-inrigting, Pietermaritzburg. Tender No. S.O. 2028.
★ Lewering van landbougereedskap aan die J. W. Luckhoff-hoërskool, Heidelberg, Transvaal. Tender No. S.O. 2029.
★ Lewering van trollies, geheel van staal, aan die Weidingsnavorsingstasies, Estcourt en Tabamhlope. Tender No. S.O. 2031.
★ Lewering van omheiningsmateriaal aan die Departement van Naturellesake, Pietermaritzburg. Tender No. S.O. 2032.

Tenders ingewag tot 9-uur vm., 21 Junie 1945.

Lewering van gereedskapmasjiene aan die Tegniese Hoërskool, Ficksburg. Tender No. S.O. 1990.

Tenders ingewag tot 9-uur vm., 9 Augustus 1945.

★ Lewering van chemikalieë en apparaat aan die Landbou-navorsingsinstituut, Pretoria. Tender No. S.O. 2023.

Tenders ingewag tót 9-uur vm., 30 Augustus 1945.

Tendervorms verkrygbaar by:
Sekretaris, D.P.W. Pretoria (Kamer 510, Foon 2-4723).
Dienste:

Lewering van staalléerkaste, benodig vir D.P.W. Tender No. D.P.W. S.7 van 1945.
Lewering van uitsetkleppe vir Standaard-voorraad in D.P.W.-magasyn, Johannesburg. Tender No. D.P.W. S.8 van 1945.

Tenders ingewag tot 9-uur vm., 14 Junie 1945.

Tender forms obtainable from:
Secretary, P.W.D., Pretoria (Room 539, Phone 2-6839).
Services:
Supply and delivery of deep well power heads, Leper Institution, Amatikulu, Zululand. Tender No. P.W.D. 340.
Tenders due 9 a.m., 7th June, 1945.

Supply and delivery of 125 gallons first quality green non-fading roofing paint, Mental Hospital Repairs, Pretoria, T.P. Tender No. P.W.D. 342.
Tenders due 9 a.m., 14th June, 1945.

★ Supply and delivery of domestic refrigerators to the Pretoria Leper Asylum, Pretoria, T.P. Tender No. P.W.D. 346.
Tenders due 9 a.m., 21st June, 1945.

Supply, delivery and erection of vertical smoke tube boiler and automatic stoker at The Voortrekker Hospital, Kroonstad, O.F.S. Tender No. P.W.D. 343.
Tenders due 11 a.m., 3rd July, 1945.

Tender forms obtainable from:
The District Stores Superintendents, Post Office Stores, Johannesburg, Bloemfontein, Cape Town, Port Elizabeth, East London and Durban.
The Divisional Controller, Post Office, Pietermaritzburg.
The Controller of Post Office Stores, Room 77, General Post Office Annexe, Pretoria.
Services:
Supply of cast iron pole bases. Post Office Tender No. 298.
Tenders due 9 a.m., 14th June, 1945.

Tender forms obtainable from:
The District Stores Superintendents, Post Office Stores, Cape Town, Port Elizabeth, East London, Durban and Bloemfontein.
The Divisional Controller, Post Office, Pietermaritzburg.
The Controller of Post Office Stores, Room 4508, General Post Office Annexe, Pretoria.
Services:
Supply of steel furniture, special construction. Post Office Tender No. 299.
Tenders due 9 a.m., 21st June, 1945.

Tender forms obtainable from:
The Quartermaster, South African Police, 149 Bosman Street (P.O. Box 449), Pretoria.
Services:
Supply of bicycle accessories and sundry stores. South African Police Formal Tender No. 341.
Tenders due 9 a.m., 14th June, 1945.

Tender forms obtainable from:
The Controller of Stores, Irrigation Department (P.O. Box 277), Pretoria.
Services:
★ Supply of water boring tools. Irrigation Tender No. 398.
Tenders due 9 a.m., 14th June, 1945.

Supply of 100 pressed steel heavy vehicle wheels. Irrigation Tender No. 3.
Supply of square water tanks. Irrigation Tender No. 71.
Supply of coir mats. Irrigation Tender No. 72.
Supply of flyscreens for steel windows. Irrigation Tender No. 73.
Tenders due 9 a.m., 21st June, 1945.

Tender forms obtainable from:
The Controller of Stores, Irrigation Department, P.O. Box 277, Pretoria.
The Circle Engineer, Irrigation Department, P.O. Box 23, Cape Town.
The Circle Engineer, Irrigation Department, P.O. Box 1018, Durban.
The Circle Engineer, Irrigation Department, P.O. Box 950, Port Elizabeth.
Services:
Supply of 2 electrically operated 3-ton travelling cranes. Irrigation Tender No. 74.
Tenders due 9 a.m., 21st June, 1945.

Tender forms obtainable from:
The Government Printer, Pretoria.
Services:
★ Supply of cold water glue and crushed animal glue. Tender No. G.P.-W. 46.
Tenders due 9 a.m., 14th June, 1945.

Tenders to be addressed to: The Chairman, Union Tender and Supplies Board, 271 Visagie Street (P.O. Box 371), Pretoria.

Separate tenders are required to be submitted for each service and must be superscribed with the name of service to which it refers.

All tenders should be on the Departmental Tender Form, which must be duly filled up and completed in all particulars. The Board does not bind itself to accept the lowest or any tender.

OFFICE OF THE DIRECTOR GENERAL OF SUPPLIES.

SUPPLY AND DELIVERY OF POULTRY.

Tenders are hereby invited for the supply and delivery into store of poultry for the Department of Defence at various Defence Supply Depots in the Union of South Africa as listed hereunder, for the period 1st July, 1945, to 31st December, 1945.

Enquiry No.	*Covering various Defence Supply Depots situated in.*
D.G.S.B./AFS 1290M.	Cape Province, Transvaal, Orange Free State and Natal.

Enquiry documents may be obtained on application to the Director-General of Supplies, Escom House, Rissik Street (P.O Box 8647), Johannesburg.

Tenders are due by not later than 11.30 a.m. on Tuesday, 5th June, 1945.

Tendervorms verkrygbaar by:
Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2-6839).
Dienste:
Lewering en aflewering van diepgatpompe, Leprosegestig, Amatikulu, Zoeloeland. Tender No. D.P.W. 340.
Tenders ingewag tot 9-uur vm., 7 Junie 1945.

Lewering en aflewering van 125 gallon beste kwaliteit prima vaste groen dakverf, Sielsiekehospitaal-herstelwerk, Pretoria, T.P. Tender No. D.P.W. 342.
Tenders ingewag tot 9-uur vm., 14 Junie 1945.

★ Lewering en aflewering van huishoudelike koelkaste aan die Pretoriase Leprosegestig, Pretoria, T.P. Tender No. D.P.W. 346.
Tenders ingewag tot 9-uur vm., 21 Junie 1945.

Lewering, aflewering en oprigting van 'n staande stoomketel en outomatiese stoker, vir die Voortrekker-hosp taal, Kroonstad, O.V.S. Tender No. D.P.W. 343.
Tenders ingewag tot 11-uur vm., 3 Julie 1945.

Tendervorms verkrygbaar by:
Die distriksmagasynsuperintendente, Poskantoorvoorrade, Johannesburg, Bloemfontein, Kaapstad, Port Elizabeth, Oos-Londen en Durban.
Die Afdelingskontroleur, Poskantoor, Pietermaritzburg.
Die Kontroleur van Posvoorrade, Kamer 77, Hoofposkantoorbygebou, Pretoria.
Dienste:
Lewering van gietysterpaalvoëtstukke. Poskantoor Tender No. 298.
Tenders ingewag tot 9-uur vm., 14 Junie 1945.

Tendervorms verkrygbaar by:
Die distriksmagasynsuperintendente, Poskantoorvoorrade, Johannesburg, Kaapstad, Port Elizabeth, Bloemfontein, Durban en Oos-Londen.
Die Afdelingskontroleur, Poskantoor, Pietermaritzburg.
Die Kontroleur van Posvoorrade, Kamer 4508, Hoofposkantoorbygebou, Pretoria.
Dienste:
Lewering van staalmeubels, spesiaal vervaardig. Poskantoor Tender No. 299.
Tenders ingewag tot 9-uur vm., 21 Junie 1945.

Tendervorms verkrygbaar by:
Die Kwartiermeester, Suid-Afrikaanse Polisie, Posbus 449 (Bosmanstraat 149), Pretoria.
Dienste:
Lewering van fietsonderdele en diverse voorrade. Suid-Afrikaanse Polisie Formele Tender No. 350.
Tenders ingewag tot 9-uur vm., 14 Junie 1945.

Tendervorms verkrygbaar by:
Die Kontroleur van Voorrade, Besproeiingsdepartement (Posbus 277), Pretoria.
Dienste:
★ Lewering van waterboorgereedskap. Besproeiingstender No. 398.
Tenders ingewag tot 9-uur vm., 14 Junie 1945.

Lewering van 100 swaar wiele van geperste staal. Besproeiingstender No. 3.
Lewering van vierkantige watertenke. Besproeiingstender No. 71.
Lewering van klapperhaarmatte. Besproeiingstender No. 72.
Lewering van gaasskerms vir staalvensters Besproeiingstender No. 73.
Tenders ingewag tot 9-uur vm., 21 Junie 1945.

Tendervorms verkrygbaar by:
Die Kontroleur van Voorrade, Besproeiingsdepartement, Posbus 277, Pretoria.
Die Seksie-ingenieur, Besproeiingsdepartement, Posbus 23, Kaapstad.
Die Seksie-ingenieur, Besproeiingsdepartement, Posbus 1018, Durban.
Die Seksie-ingenieur, Besproeiingsdepartement, Posbus 950, Port Elizabeth.
Dienste:
Lewering van 2 bewegende krane van 3 ton, deur elektrisiteit aangedryf. Besproeiingstender No. 74.
Tenders ingewag tot 9-uur vm., 21 Junie 1945.

Tendervorms verkrygbaar by:
Die Staatsdrukker, Pretoria.
Dienste:
★ Lewering van kouewaterlym en fyngestampte dierlike lym. Tender No. G.P.-W. 46.
Tenders ingewag tot 9-uur vm., 14 Junie 1945.

Tenders moet gerig word aan die Voorsitter, Unieraad vir Tenders en Leweransies, Visagiestraat 271 (Posbus 371), Pretoria.

Afsonderlike tenders word verlang vir elke diens en bulle moet die naam van die betrokke diens as opskrif dra.

Alle tenders moet volledig op die tendervorm van die Departement ingevul wes. Die Raad verbind hom nie om die langste of enige tender aan te neem nie

KANTOOR VAN DIE DIREKTEUR-GENERAAL VAN VOORRADE.

LEWERING EN AFLEWERING VAN PLUIMVEE.

Tenders word hierby gevra vir die lewering en aflewering van pluimvee gedurende die tydperk 1 Julie 1945 tot 31 Desember 1945 aan die Departement van Verdediging by die verskillende Kommissariaatdépôts in die Unie van Suid-Afrika wat hieronder vermeld word.

Navraag No.	*Met betrekking tot verskillende Kommissariaatdépôts geleë in.*
D.G.S.B./AFS 1290M.	Kaapprovinsie, Transvaal, Oranje-Vrystaat en Natal.

Navraag-dokumente kan op aansoek by die Direkteur-generaal van Voorrade, Escomhuis, Rissikstraat (Posbus 8647), Johannesburg, verkry word.

Tenders word op sy laaste tot 11.30 vm., op Dinsdag, 5 Junie 1945, ingewag. 18-25-1

A. 317/9.

NOTICE TO CONTRACTORS.

Tenders are hereby invited for the following services:—

Service, District and Province.	Documents Available for Issue to Contractors.	Where Obtainable.	Date Documents are Available.	Conditions of Contracts, Drawings and Specifications may be Inspected at the following Offices.	Tenders due 9 a.m.
			1945.		1945.
★Savings Bank Accommodation, Bloemfontein, O.F.S. Tender No. P.W.D. 339	Tender forms and bills of quantities	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representatives, P.W.D., Bloemfontein, O.F.S., Johannesburg, T.P., and Cape Town, C.P.	18th May	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representatives, P.W.D., Bloemfontein, O.F.S., Johannesburg, T.P., and Cape Town, C.P.	14th June.
Automatic telephone exchange extensions. Pretoria T.P. Tender No. P.W.D. 341	Tender forms and bills of quantities	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839)	1st June	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839)	21st June.
★Public Offices and Post Office, Dewetsdorp, O.F.S. Tender No. P.W.D. 344	Tender forms, drawings, specifications and bills of quantities	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representative, P.W.D., Bloemfontein, O.F.S.	8th June	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representative, P.W.D., Bloemfontein, O.F.S.	28th June.
★School Hall, Sick Bay and Matron's Quarters at the Industrial School, Standerton, T.P. Tender No. P.W.D. 345	Tender forms, drawings, specifications and bills of quantities	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representative, P.W.D., Johannesburg	8th June	Secretary, P.W.D., Pretoria (Room 539, Phone 2–6839), and District Representative, P.W.D., Johannesburg	28th June.
★Additional Class Room and Native Quarters, Lagersdrift Housecraft School, District Middelburg, T.P. Tender No. P.W.D. 347	Tender forms, drawings and specifications	District Representative, P.W.D., Vermeulen Street, Pretoria	8th June	District Representative, P.W.D., Vermeulen Street, Pretoria	28th June.

Tenders to be addressed to: The Chairman, Union Tender and Supplies Board, P.O. Box 371, Pretoria.
On request, documents are obtainable in either of the official languages.
A deposit of £2, either in cash, deposit receipt, or bank-initialed cheque, must be paid on each service, which will be refunded provided a bona fide tender is submitted and plans and specifications returned to Public Works Department.
Separate tenders are required to be submitted for each work and must be superscribed with the name of service to which they refer.
All tenders should be on the Departmental Tender Form, which must be duly filled up and completed in all particulars. The Board does not bind itself to accept the lowest or any tender.

KENNISGEWING AAN KONTRAKTEURS.

Tenders word hierby gevra vir die onderstaande dienste:—

Diens, Distrik en Provinsie.	Dokumente verkrygbaar vir uitreiking aan Kontrakteurs.	Waar verkrygbaar.	Datum waarop dokumente verkrygbaar is.	Kontrakvoorwaardes, tekeninge en spesifikasies ter insae op onderstaande kantore.	Tenders ingewag tot 9 vm.
			1945.		1945.
★Posspaarbank - akkommodasie, Bloemfontein, O.V.S. Tender No. D.P.W. 339	Tendervorms en lyste van hoeveelhede	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordigers, D.P.W., Bloemfontein, O.V.S., Johannesburg, T.P., en Kaapstad, K.P.	18 Mei	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordigers, D.P.W., Bloemfontein, O.V.S., Johannesburg, T.P., en Kaapstad, K.P.	14 Junie.
Aanbou aan outomatiese telefoonsentrale, Pretoria, T.P. Tender No. D.P.W. 341	Tendervorms en lyste van hoeveelhede	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839)	1 Junie	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839)	21 Junie.
★Publieke kantore en poskantoor, Dewetsdorp, O.V.S. Tender No. D.P.W. 344	Tendervorms, tekeninge, spesifikasies en lyste van hoeveelhede	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordiger, D.P.W., Bloemfontein, O.V.S.	8 Junie	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordiger, D.P.W., Bloemfontein, O.V.S.	28 Junie.
★Skoolsaal, siekekamer en woning vir matrone by die Nywerheidskool, Standerton, T.P. Tender No. D.P.W. 345	Tendervorms, tekeninge, spesifikasies en lyste van hoeveelhede	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordiger, D.P.W., Johannesburg	8 Junie	Sekretaris, D.P.W., Pretoria (Kamer 539, Foon 2–6839), en Distriksverteenwoordiger, D.P.W., Johannesburg	28 Junie.
★Addisionele klaskamer en wonings vir Natuurlike Huishoudskool, Lagersdrift, Distrik Middelburg, T.P. Tender D.P.W. 347	Tendervorms, tekeninge en spesifikasies	Distriksverteenwoordiger, D.P.W., Vermeulenstraat, Pretoria	6 Junie	Distriksverteenwoordiger, D.P.W., Vermeulenstraat, Pretoria	28 Junie.

Tenders moet geadresseer word aan: Die Voorsitter, Unieraad vir Tenders en Leweransies, Posbus 371, Pretoria.
Op aanvraag is dokumente verkrygbaar in een van beide offisiële tale.
Vir elke diens moet 'n bedrag van £2, of 'n kwitansie vir kontante betaling, of tjek deur die bank gepaarafeer, gedeponeer word wat terugbetaal sal word, mits 'n bona fide tender ingestuur word en planne en spesifikasies aan die Departement van Publieke Werke terugbesorg word.
Afsonderlike tenders word verlang vir elke werk en op die koevert moet die naam van die diens vermeld word waarop dit betrekking het.
Alle tenders moet op die tendervorm van die Departement wees en moet behoorlik alle besonderhede bevat. Die Tenderraad verbind hom nie om die laagste of enige tender aan te neem nie.

SOUTH AFRICAN RAILWAYS AND HARBOURS.

★ TENDER FOR THE SUPPLY OF—

1. TEA.
2. ONE 6 TON OVERHEAD ELECTRIC TRAVELLING CRANE.
3. ONE 60 TON STEAM TRAVELLING BREAKDOWN CRANE.
4. ONE 36 TON STEAM DRIVEN TRAVELLING BREAKDOWN CRANE.
5. ONE 36 TON STEAM DRIVEN TRAVELLING BREAKDOWN CRANE.
6. ONE HYDRAULIC PUMP AND ACCUMULATOR.
7. GALVANISED TUBULAR POLES.
8. PORTABLE PREFABRICATED HOUSES.
9. TENT CANVAS.
10. BUS BODIES.

Tenders will be received by the Chairman of the Tender Board, Room No. 113, S.A.R. & H. Headquarters Offices, Johannesburg, not later than 9 a.m., on the following dates for the supply of the abovementioned:—

1. Tender No. 4888: 21st June, 1945.
2. Tender No. 4766: 27th September, 1945.
3. Tender No. 4619: Returnable date extended to 12th July, 1945.
4. Tender No. 4685: Returnable date extended to 9th August, 1945.
5. Tender No. 4684: Returnable date extended to 13th September, 1945.
6. Tender No. 4828: 30th August, 1945.
7. Tender No. 4865: 28th June, 1945.
8. Tender No. 4874: 28th June, 1945.
9. Tender No. 4875: 21st June, 1945.
10. Tender No. 4812: 5th July, 1945.

SUID-AFRIKAANSE SPOORWEË EN HAWENS.

★ TENDERS WORD INGEWAG VIR DIE VERSKAFFING VAN—

1. TEE.
2. EEN BEWEGENDE ELEKTRIESELUGKRAAN VAN 6 TON.
3. EEN BEWEGENDE STOOMHULPKRAAN VAN 60 TON.
4. EEN BEWEGENDE STOOMHULPKRAAN VAN 36 TON.
5. EEN BEWEGENDE STOOMHULPKRAAN VAN 36 TON.
6. EEN HIDROLIESE POMP EN AKKUMULATOR.
7. GEGALVANISEERDE BUISVORMIGE PALE.
8. VERPLAASBARE VOORAFVERVAARDIGDE HUISE.
9. TENTSEILDOEK.
10. BUSBAKKE.

Tenders vir die verskaffing van bostaande word deur die Voorsitter van die Tenderdaad, Kamer No. 113, Hoofkantoor van die Suid-Afrikaanse Spoorweë en Hawens, Johannesburg, op sy laaste tot 9-uur vm. op die volgende datums ingewag:—

1. Tender No. 4888: 21 Junie 1945.
2. Tender No. 4766: 27 September 1945.
3. Tender No. 4619: Sluitingsdatum verleng tot 12 Julie 1945.
4. Tender No. 4685: Sluitingsdatum verleng tot 9 Augustus 1945.
5. Tender No. 4684: Sluitingsdatum verleng tot 13 September 1945.
6. Tender No. 4828: 30 Augustus 1945.
7. Tender No. 4865: 28 Junie 1945.
8. Tender No. 4874: 28 Junie 1945.
9. Tender No. 4875: 21 Junie 1945.
10. Tender No. 4812: 5 Julie 1945.

Forms of tender, with full particulars, may be obtained from the Stores Superintendents, S.A.R. & H., Salt River, Uitenhage, East London, Durban, Bloemfontein and Pretoria or the Chief Stores Superintendent, Park Chambers, Rissik Street, Johannesburg.

The Administration does not bind itself to accept the lowest or any tender.

C. M. HOFFE,
General Manager.

Johannesburg. 3727—1

✱ NOTICE OF BUILDING CONTRACTORS.

Tenders are invited for the erection and completion of two houses at Port Nolloth and three houses at Cape Point.

On and after 1st June, 1945, the conditions of contract, drawings, bills of quantities and tender forms may be inspected at the offices of the System Manager (Architectural Department), 22 Adderley Street, Cape Town. On payment of a deposit of £3. 3s. 0d. (three guineas) a copy of the tender forms, bills of quantities, and drawings may be obtained.

Contractors are required to visit the site of the works before tendering.

A contractor who submits a *bona fide* tender will be entitled to a return of the deposit made for tender documents. If a contractor to whom tender documents have been issued does not submit a tender the deposit made will only be refunded if the documents are returned by the date of the closing of the tenders.

A contractor who utilises the Administration's rail transport in connection with the required inspection of the site and who submits a *bona fide* tender will be entitled to a refund of the ordinary fare for one return journey only via the direct route over the railways owned by the Administration within the Union of South Africa if the prescribed application form for refund, attached to the tender form, is completed and submitted with the tender.

Tenders must be delivered to the Chairman of the S.A.R. and H. Tender Board before the closing time shewn below and be addressed in a sealed envelope to the Chairman of the Tender Board, Room 113, First Floor, Headquarters Offices, South African Railways and Harbours, Johannesburg, or posted to Post Office Box 7784, Johannesburg. (Telegraphic address "Sarten" Johannesburg.) The following information must be given on the outside of the sealed envelope: "Tender for houses, Cape Western System". Any telegraphic tender stating clearly therein the name of the tenderer, the service and the amount of the tender must be despatched in time for delivery to destination by the Post Office before the closing time of this tender and confirmed by letter posted or delivered not later than the date of the closing of the tender. Any tender posted to P.O. Box 7784 must be mailed in time for sorting by the Post Office into P.O. Box 7784 before the closing time of this tender. This tender closes punctually at 9 a.m. on Thursday 5th July 1945.

Late tenders will not be considered.

Envelopes must not contain documents relating to any tender other than that shown on the envelope.

The Administration does not bind itself to accept the lowest or any tender nor will it assign any reason for the rejection of a tender. It further reserves to itself the right of accepting any tender wholly or in part.

C. M. HOFFE,
General Manager.

Johannesburg, June, 1945.

✱ NOTICE TO CONTRACTORS.

Tenders are invited for the rooting and clearing of a specified area of approximately 500 acres at the site of the proposed Durban Airport.

On and after 1st June, 1945, the conditions of contract, drawings, bills of quantities and tender forms may be inspected at the office of the System Manager, Durban, and the Resident Engineer, Airport Construction, Lamontville, Natal.

On payment of a deposit of £1.1. (one guinea) a copy of the tender forms, bills of quantities and drawings may be obtained at the office of the Resident Engineer.

Contractors are required to visit the site of the works before tendering and obtain a certificate to that effect from the officer in charge or other authorised official.

A contractor who submits a *bona fide* tender will be entitled to a return of the deposit made for tender documents. If a contractor to whom tender documents have been issued does not submit a tender the deposit made will only be refunded if the documents are returned by the date of the closing of the tenders.

A contractor who utilises the Administration's rail transport in connection with the required inspection of the site and who submits a bona fide tender will be entitled to a refund of the ordinary fare for one return journey only via the direct route over the railways owned by the Administration within the Union of South Africa if the prescribed application form for refund, attached to the tender form, is completed and submitted with the tender.

Tendervorms, tesame met volledige besonderhede kan van die Magasynsuperintendent, S.A.S. en H., Soutrivier, Uitenhage, Oos-Londen, Bloemfontein, Durban en Pretoria, of van die Hoofmagasynsuperintendent, Parkgebou, Rissikstraat, Johannesburg, verkry word.

Die Administrasie is nie verplig om die laagste of enige ander tender aan te neem nie

C. M. HOFFE,
Hoofbestuurder.

Johannesburg.

✱ KENNISGEWING AAN AANNEMERS.

Tenders word ingewag vir die oprigting en voltooiing van twee huise op Port Nolloth en drie huise op Kaappunt.

Op en na 1 Junie 1945 sal die kontrakvoorwaardes, tekenings, hoeveelheidslyste en tendervorms in die kantore van die Afdelingsbestuurder, (Boukundigedepartement), Adderleystraat 22, Kaapstad, ter insae lê. Teen 'n deposito van £3. 3s. 0d. kan afskrifte van die tendervorms, hoeveelheidslyste en tekenings verkry word.

Aannemers moet die bouterrein besigtig voordat hulle tenders instuur.

'n Aannemer wat 'n *bona fide* tender instuur, is geregtig op terugbetaling van die deposito vir tenderdokumente. As 'n aannemer aan wie tenderdokumente uitgereik is, nie 'n tender instuur nie, word die deposito slegs terugbetaal as die dokumente voor of op die sluitingsdatum van die tender teruggestuur word.

'n Aannemer wat gebruik maak van die Administrasie se spoorvervoer in verband met die vereiste besigtiging van die terrein en wat 'n *bona fide* tender instuur, is geregtig op terugbetaling van die gewone reisgeld vir slegs een retoerreis met die regstreekse roete oor die spoorweë van die Administrasie binne die Unie van Suid-Afrika indien die voorgeskrewe aansoekvorm om terugbetaling, aan die tendervorm geheg, ingevul en saam met die tender ingestuur word.

Tenders moet voor ondergenoemde sluitingsuur aan die Voorsitter, Tenderraad, S.A.S. en H. afgelewer word en in 'n geslote koevert aan die Voorsitter van die Tenderraad, Kamer No. 113, Eerste Verdieping, Hoofkantoor, Suid-Afrikaanse Spoorweë en Hawens, Johannesburg (telegrafiese adres: "Sarten" Johannesburg). gerig of aan Posbus 7784, Johannesburg, gepos word. Die volgende inligting moet op die geslote koevert verstrek word: "Tender vir huise, Afdeling Wes-Kaapland."

Alle telegrafiese tenders moet duidelik die naam van die tenderaar, die diens en die tenderbedrag vermeld, en moet betyds afgestuur word sodat die poskantoor dit voor die sluitingsuur van hierdie tender aan die bestemming kan aflewer, en moet bekragtig word by wyse van 'n brief wat nie later as die sluitingsdatum van die tender gepos of afgelewer moet word nie. Enige tender gerig aan Posbus 7784 moet betyds afgestuur word vir sortering deur die poskantoor in dié posbus voor die sluitingsuur van hierdie tender. Hierdie tender sluit presies om 9 vm. op Donderdag, 5 Julie 1945.

Tenders wat laat aankom word nie in aanmerking geneem nie.

Koeverte moet nie dokumente bevat wat op enige ander tender as die wat op die koevert vermeld word, betrekking het nie.

Die Administrasie verbind hom nie om die laagste of enige ander tender aan te neem nie, en verstrek ook geen rede vir die verwerping van 'n tender nie. Verder behou die Administrasie hom die reg voor om enige tender in sy geheel of gedeeltelik aan te neem.

C. M. HOFFE,
Hoofbestuurder.

Johannesburg, Junie 1945. 3729—1

KENNISGEWING AAN AANNEMERS.

Tenders word ingewag vir die ontwerteling en skoonmaak van 'n bepaalde oppervlakte van ongeveer vyf honderd akkers op die terrein van die voorgestelde lughawe te Durban.

Op en na 1 Junie 1945, sal die ooreenkomsvoorwaardes, planne, hoeveelheidslyste en tendervorms in die kantore van die Afdelingsbestuurder, Durban, en die Residentingenieur, Lughawe-aanleg, Lamontville, Natal, ter insae lê.

Teen betaling van 'n deposito van £1.1. (een ghienie) kan 'n afskrif van die tendervorms, hoeveelheidslyste en planne by die kantoor van die Residentingenieur verkry word.

Aannemers moet die bou-terrein besigtig alvorens hulle 'n tender indien en moet 'n sertifikaat dienooreenkomstig van die toesighoudende amptenaar of enige ander gemagtigde beampte verkry.

'n Aannemer wat 'n *bona fide* tender indien, sal geregtig wees op terugbetaling van die deposito wat gestort is ten opsigte van die tenderdokumente. As die aannemer wat van tenderdokumente voorsien is, nie 'n tender indien nie, sal die deposito slegs terugbetaal word as die dokumente teen die sluitingsdatum vir terugsending van tenders, teruggestuur word.

'n Aannemer wat van die Administrasie se spoorweë gebruik maak in verband met die nodige besigtiging van die terrein en wat 'n *bona fide* tender indien, sal geregtig wees op terugbetaling van die gewone reisgeld vir slegs een retoerreis *via* die regstreekse roete oor die Spoorweë van die Administrasie binne die Unie van Suid-Afrika, as die voorgeskrewe aansoekvorm vir die terugbetaling, aan die tendervorm geheg, volledig ingevul en saam met die tender ingedien word.

Tenders must be delivered to the Chairman of the S.A.R. and H. Tender Board before the closing time shown below and be addressed in a sealed envelope to the Chairman of the Tender Board, Room 113, First Floor, Headquarters Offices, South African Railways and Harbours, Johannesburg, or to Post Office Box 7784, Johannesburg. (Telegraphic address: "Sarten", Johannesburg). The following information must be given on the outside of the sealed envelope: "Tender for Rooting and Clearing Durban Airport". Any telegraphic tender stating clearly therein the name of the tenderer, the service and the amount of the tender must be despatched in time for delivery to destination by the Post Office before the closing time of this tender and confirmed by letter posted or delivered not later than the date of the closing of the tender. Any tender posted to P.O. Box 7784 must be mailed in time for sorting by the Post Office into P.O. Box 7784 before the closing time of this tender. This tender closes punctually at 9 a.m. on Thursday, 28th June, 1945.

Late tenders will not be considered.

Envelopes must not contain documents relating to any tender other than that shown on the envelope.

The Administration does not bind itself to accept the lowest or any tender nor will it assign any reason for the rejection of a tender. It further reserves to itself the right of accepting any tender wholly or in part.

C. M. HOFFE,
General Manager.

Johannesburg, May, 1945. 3730—1

✱ NOTICE TO BUILDING CONTRACTORS.

Tenders are invited for the erection and completion of ten houses at Bellville.

On and after 1st June, 1945 the conditions of contract, drawings, bills of quantities and tender forms may be inspected at the offices of the System Manager (Architectural Department), 22 Adderley Street, Cape Town. On payment of a deposit of £3 3s. (three guineas) a copy of the tender forms, bills of quantities, and drawings may be obtained.

Contractors are required to visit the site of the works before tendering.

A contractor who submits a *bona-fide* tender will be entitled to a return of the deposit made for tender documents. If a contractor to whom tender documents have been issued does not submit a tender the deposit made will only be refunded if the documents are returned by the date of the closing of the tenders.

A contractor who utilises the Administration's rail transport in connection with the required inspection of the site and who submits a *bona-fide* tender will be entitled to a refund of the ordinary fare for one return journey only via the direct route over the railways owned by the Administration within the Union of South Africa if the prescribed application form for refund, attached to the tender form, is completed and submitted with the tender.

Tenders must be delivered to the Chairman of the S.A.R. and H. Tender Board before the closing time shewn below and be addressed in a sealed envelope to the Chairman of the Tender Board, Room 113, First Floor, Headquarter Offices, South African Railways and Harbours, Johannesburg, or posted to Post Office Box 7784, Johannesburg. (Telegraphic address "Sarten" Johannesburg.) The following information must be given on the outside of the sealed envelope: "Tender for houses at Bellville (Cape)". Any telegraphic tender stating clearly therein the name of the tenderer, the service and the amount of the tender must be despatched in time for delivery to destination by the Post Office before the closing time of this tender and confirmed by letter posted or delivered not later than the date of the closing of the tender. Any tender posted to P.O. Box 7784 must be mailed in time for sorting by the Post Office into P.O. Box 7784 before the closing time of this tender. This tender closes punctually at 9 a.m. on Thursday 21st June, 1945.

Late tenders will not be considered.

Envelopes must not contain documents relating to any tender other than that shewn on the envelope.

The Administration does not bind itself to accept the lowest or any tender nor will it assign any reason for the rejection of a tender. It further reserves to itself the right of accepting any tender wholly or in part.

G. M. HOFFE,
General Manager.

Johannesburg 3728-1.

APPROVED LIST OF TENDERERS FOR POLE FITTINGS, CLASS 2.

DEPARTMENT OF POSTS AND TELEGRAPHS.

In terms of Section 61 of the Union Tender and Supplies Board Regulations, it is notified for general information that the name of Messrs. C. Dunbar & Co., P.O. Box 158, Johannesburg, has been placed on the Approved List for the manufacture and supply of spindles, bolts, brackets, stays and stay parts classified under pole fittings, Class 2.

Tenders moet in 'n geslote koevert aan die voorsitter van die Tenderraad, Kamer 113, Hoofkantoor, Suid-Afrikaanse Spoorweë en Hawens, Johannesburg, gerig en voor die ondergenoemde sluitingsuur aan hom afgelewer of gepos word aan Posbus 7784, Johannesburg (telegrafiese adres: „Sarten", Johannesburg). Die volgende inligting moet op die geslote koevert verstrek word: „Tender vir Ontworteling en Skoonmaak van Lughawe, Durban". Enige telegrafiese tender moet duidelik die naam van die aannemer, die diens en die bedrag van die tender aangee, en moet betyds afgestuur word sodat die Poskantoor dit voor die sluitingsuur van hierdie tender aan die bestemming kan aflewer, en moet bekragtig word by wyse van 'n brief wat op sy laaste op die sluitingsdatum van die tender gepos of afgelewer moet word. Enige tender gerig aan Posbus 7784 moet betyds afgestuur word vir sortering deur die Poskantoor in daardie posbus voor die sluitingsuur van hierdie tender.

Hierdie tender sluit presies om 9 vm., Donderdag, 28ste Junie 1945.

Tenders wat laat aankom, word nie in aanmerking geneem nie.

Koeverte moet nie dokumente bevat wat betrekking het op enige ander tender as die wat op die koevert vermeld word nie.

Die Administrasie verbind hom nie om die laagste of enige ander tender aan te neem nie en verstrek ook geen rede vir die verwerping van enige tender nie. Verder behou die Administrasie hom die reg voor om 'n tender gedeeltelik of in sy geheel aan te neem.

C. M. HOFFE,
Hoofbestuurder.

Johannesburg, Mei 1945.

✱ KENNISGEWING AAN AANNEMERS.

Tenders word ingewag vir die oprigting en voltooiing van tien huise, op Bellville.

Op en na 1 Junie 1945 sal die kontrakvoorwaardes, tekenings, hoeveelheidslyste en tendervorms in die kantore van die Afdelingsbestuurder, (Boukundigedepartement), Adderleystraat 22, Kaapstad, ter insae lê. Teen 'n deposito van £3 3s. kan afskrifte van die tendervorms, hoeveelheidslyste en tekenings verkry word.

Aannemers moet die bouterrein besigtig voordat hulle tenders instuur.

'n Aannemer wat 'n *bona fide* tender instuur, is geregtig op terugbetaling van die deposito vir tenderdokumente. As 'n aannemer aan wie tenderdokumente uitgereik is, nie 'n tender instuur nie, word die deposito slegs terugbetaal as die dokumente voor of op die sluitingsdatum van die tenders teruggestuur word.

'n Aannemer wat gebruik maak van die Administrasie se spoorvervoer in verband met die vereiste besigtiging van die terrein, en wat 'n *bona fide* tender instuur, is geregtig op terugbetaling van die gewone reisgeld vir slegs een retoerreis met die regstreekse roete oor die spoorweë van die Administrasie binne die Unie van Suid-Afrika indien die voorgeskrewe aansoekvorm om terugbetaling aan die tendervorm geheg, ingevul en saam met die tender ingestuur word.

Tenders moet voor ondergenoemde sluitingsuur aan die Voorsitter, Tenderraad, S.A.S. en H. afgelewer word en in 'n geslote koevert aan die Voorsitter van die Tenderraad, Kamer No. 113, Eerste Verdieping, Hoofkantoor, Suid-Afrikaanse Spoorweë en Hawens, Johannesburg (telegrafiese adres: "Sarten" Johannesburg), gerig of aan Posbus 7784, Johannesburg, gepos word. Die volgende inligting moet op die geslote koevert verstrek word: „Tender vir huise op Bellville (Kaap)".

Alle telegrafiese tenders moet duidelik die naam van die tenderaar, die diens en die tenderbedrag vermeld, en moet betyds afgestuur word sodat die poskantoor dit voor die sluitingsuur van hierdie tender aan die bestemming kan aflewer, en moet bekragtig word by wyse van 'n brief wat nie later as die sluitingsdatum van die tender gepos of afgelewer moet word nie. Enige tender gerig aan Posbus 7784 moet betyds afgestuur word vir sortering deur die poskantoor in dié posbus voor die sluitingsuur van hierdie tender. Hierdie tender sluit presies om 9 vm. op Donderdag, 21ste Junie 1945.

Tenders wat laat aankom word nie in aanmerking geneem nie.

Koeverte moet nie dokumente bevat wat op enige ander tender as die wat op die koevert vermeld word, betrekking het nie.

Die Administrasie verbind hom nie om die laagste of enige ander tender aan te neem nie, en verstrek ook geen rede vir die verwerping van 'n tender nie. Verder behou die Administrasie hom die reg voor om enige tender in sy geheel of gedeeltelik aan te neem.

Hoofbestuurder.
C. M. Hoffe,

GOEDGEKEURDE LYS VAN TENDERAARS VIR PAALTOEBEHORE, KLAS 2.

DEPARTEMENT VAN POS- EN TELEGRAAFWESE.

Ooreenkomstig paragraaf 61 van die Regulasies van die Unieraad vir Tenders en Leweransies word hierby vir algemene inligting bekendgemaak dat die naam van die firma C. Dunbar & Co., Posbus 158, Johannesburg, op die goedgekeurde lys geplaas is vir die vervaardiging en lewering van aste, houte, klampe, stutte en stut-onderdele geklassifiseer onder paaltoebehore, klas 2.

✱ VACANCIES FOR CIVIL ENGINEERS.

Vacancies exist in the service of this Administration for civil engineers, primarily on the maintenance side of the Department's activities. Application is invited from persons who are desirous of being considered for these appointments. Applications from men on active service and from ex-volunteers will be accorded special consideration.

As a basic qualification, applicants should possess the degree of B.Sc. (Engineering) and an educational certificate of a standard not lower than the matriculation certificate of the University of South Africa, with English and Afrikaans as subjects. Successful applicants will be required to submit to medical examination prior to appointment. Applicants should furnish full particulars of qualifications, training and experience, including experience during any period of active service, as these factors will be taken into consideration in deciding the commencing rate of salary to be offered. Age should also be given.

Applications should be forwarded to the office of the General Manager, S.A.R. and H., Room No. 116, Railway Headquarters, Johannesburg.

C. M. HOFFE,
General Manager.

Cape Town, 18th May, 1945.

✱ VAKATURE VIR SIVIELE INGENIEURS.

Daar bestaan vakatures vir siviele ingenieurs in die diens van hierdie Administrasie, hoofsaaklik in die onderhoudsafdeling van die Departement se bedrywighede. Aansoeke word ingewag van persone wat verlang om vir hierdie betrekkings in aanmerking te kom. Aansoeke van manne in aktiewe diens en van oud-vrywilligers sal spesiale oorweging geniet.

'n Grondvereiste is dat applikante 'n B.Sc.-graad in ingenieurswese en minstens die matrikulasiesertifikaat van die Universiteit van Suid-Afrika met Engels en Afrikaans as vakke moet besit. Van suksesvolle applikante word verlang dat hulle hul voor aanstelling medies sal laat ondersoek. Volledige besonderhede omtrent kwalifikasies, opleiding en ervaring, insluitende ondervinding gedurende enige tydperke van aktiewe diens, moet verstrek word daar hierdie faktore in aanmerking geneem sal word by die vasstelling van die aanvangsalaris wat aangebied sal word. Ouderdom moet ook vermeld word.

Aansoeke moet aan die kantoor van die Hoofbestuurder, S.A.S. en H., Kamer No. 116, Spoorweghoofkantoor, gestuur word.

C. M. HOFFE,
Hoofbestuurder.

Kaapstad, 18 Mei 1945.

DEPARTMENT OF SOCIAL WELFARE.

✱ VACANCY FOR A TEMPORARY INSPECTOR OF WORKS.

1. Applications are invited from suitably qualified candidates for the above-mentioned position on the Head Office establishment of the Department of Social Welfare, Pretoria.

2. The commencing salary attaching to the position is £500 per annum. Subject to satisfactory service and good conduct, annual increments of £25 per annum will be granted up to a maximum of £600 per annum. Appointment will be on a purely temporary basis and may be terminated on one month's notice on either side.

3. The duties include, inter alia, the compilation of building plans, the surveying of quantities, but more especially the drawing work connected with the erection of new buildings as well as the maintenance of proper records of building plans and estimates.

4. Preference will be given to applicants in possession of a degree or diploma in quantity surveying and experience as a draughtsman.

5. Applications must be made on the prescribed form (Z.83) which is obtainable from the Secretary for Social Welfare, Koedoe Buildings, Pretoria, to whom all completed forms must be addressed. Applications should reach this address not later than the 30th June, 1945.

6. *Original certificates and testimonials should not be submitted in the first instance.*

DEPARTEMENT VAN VOLKSWELSYN.

✱ VAKATURE VIR 'N TYDELIKE INSPEKTEUR VAN WERKE.

1. Aansoeke om bogemelde betrekking in die Hoofkantoorpersoneel van die Departement van Volkswelsyn, Pretoria, word van bevoegde kandidate ingewag.

2. Die aanvangsalaris wat aan die betrekking verbonde is, is £500 per jaar. Onderworpe aan bevredigende diens en goeie gedrag sal jaarlikse verhogings van £25 toegeken word tot 'n maksimum van £600 per jaar. Die aanstelling sal bloot op 'n tydelike basis geskied en kan te eniger tyd deur wedersydse opsegging met een maand beëindig word.

3. Die pligte sluit in, onder andere, die opstel van bouplanne, opname van hoeveelhede, maar meer bepaald tekenwerk in verband met die oprigting van nuwe geboue sowel as die instandhouding van behoorlike registers van bouplanne en -beramings.

4. Voorkeur sal gegee word aan applikante wat in besit is van 'n graad of diploma in hoeveelheidsopname en ervaring as 'n tekenaar.

5. Aansoek moet gedoen word op die voorgeskrewe vorm (Z.83) wat verkrygbaar is van die Sekretaris van Volkswelsyn, Koedoegebou, Pretoria, aan wie alle ingevulde vorms gerig moet word. Aansoeke moet hierdie adres voor of op 30 Junie 1945 bereik.

6. *Oorspronklike sertifikate en getuigskrifte moet vereers nie ingedien word nie.*

1-8-15-22

DEPARTMENT OF MINES.

VACANCY FOR A WELFARE OFFICER (FEMALE) ON THE STAFF OF THE MINERS' PHTHISIS BOARD, JOHANNESBURG.

Applications are invited from suitably qualified candidates for appointment to the above-mentioned post on the staff of the Miners' Phthisis Board, Johannesburg.

The appointment is whole-time and terminable on one month's notice from either side, the retiring benefits being those prescribed by section *three* (10) of the Miners' Phthisis Acts Consolidation Act, 1925 (Act No. 35 of 1925), as amended.

The salary attaching to the post is £200 per annum on the scale £200×£20—£300 plus cost of living allowance and a temporary non-pensionable special allowance.

A higher commencing notch may be granted in the case of a candidate possessing a recognised university degree, outstanding qualifications and/or appropriate experience in Social Welfare Work.

Candidates must be British subjects, bilingual and have resided in the Union or the Mandated Territory of South West Africa for a period of at least three years.

Preference will be given to discharged members of the Union Defence Forces.

The successful candidate will be required to submit satisfactory certificates of birth and health.

Original certificates and testimonials should not be submitted in the first instance, but full particulars as to qualifications and experience should be furnished.

Canvassing for appointment to the post is strictly prohibited, and proof thereof will result in immediate disqualification of a candidate.

Application must be made on a form which is obtainable from the Secretary, Miners' Phthisis Board, New Law Courts, Von Brandis Street, or P.O. Box 4566, Johannesburg, to whom all completed forms must be addressed. Forms are also obtainable from the Secretary for Mines, Standard Bank Buildings, Pretoria.

Applications will be received up to and including the 16th June, 1945.

DEPARTEMENT VAN MYNWESE.

VAKATURE VIR 'N WELSYNSBEAMPTE (VROULIK) IN DIE PERSONEEL VAN DIE MYNTERINGRAAD, JOHANNESBURG.

Aansoeke om aanstelling in bogemelde pos in die personeel van die Mynteringraad, Johannesburg, word van bevoegde kandidate ingewag.

Die aanstelling is voltyds en kan deur wedersydse opsegging met 24 uur beëindig word. Die aftredingsvoordele is voorgeskryf deur artikel *drie* (10) van die Mijnteringwetten Konsolodatie Wet, 1925 (Wet No. 35 van 1925), soos gewysig.

Die salaris aan die pos verbonde is £200 per jaar volgens die salarisskaal £200×£20—£300 plus lewenskostetoelae en 'n tydelike nie-pensioengewende spesiale toelae. 'n Hoër aanvangsalaris kan in gevalle van 'n kandidaat wat in besit is van 'n erkende universiteitsgraad, buitegewone kwalifikasies en/of geskikte ondervinding van maatskaplike werk, toegestaan word.

Kandidate moet Britse onderdane en tweetalig wees en minstens drie jaar in die Unie of mandaatgebied Suidwes-Afrika gewoon het.

Ontslane lede van die Unie-verdedigingsmag sal voorkeur geniet.

Die suksesvolle kandidaat moet bevredigende geboorte- en gesondheidsertifikate indien.

Oorspronklike sertifikate en getuigskrifte moet vereers nie ingestuur word nie, maar volledige besonderhede betreffende kwalifikasies en ervaring moet verstrek word.

Kandidate word verbied om steun vir hul aanstelling in hierdie betrekking te werf en as bewys daarvan gelewer word, sal die kandidaat onmiddellik gediskwalifiseer word.

Aansoek moet gedoen word op 'n vorm wat verkrygbaar is van die Sekretaris, Mynteringraad, Nuwe Geregshofgebou, Von Brandistraat, of Posbus 4566, Johannesburg, aan wie alle ingevulde vorms gerig moet word. Vorms is ook verkrygbaar van die Sekretaris van Mynwese, Standaardbankgebou, Pretoria.

Aansoeke word ingewag tot en met 16 Junie 1945.

Pretoria. 25-1-8

TRANSVAAL PROVINCIAL ADMINISTRATION

Applications are invited from suitably qualified candidates for the posts as specified in the appended Schedule, in the Transvaal Provincial Administration, up to and including the date indicated.

Candidates must be British subjects, bilingual and have resided in the Union of South Africa or the Mandated Territory of South West Africa for a period of at least three years.

Successful candidates will be required to submit satisfactory certificates of birth and will be subject to transfer as the exigencies of the service may demand.

Application must be made on the prescribed form Z. 83 which is obtainable from the Provincial Secretary, P.O. Box 383, Pretoria, to whom all applications must be addressed.

Full particulars regarding qualifications and experience must be stated.

Original certificates and testimonials should not be submitted in the first instance.

SCHEDULE.

Particulars of Vacancies.	Emoluments.	Remarks.	Closing Date.
Two vacancies for Temporary Travelling Library Assistants (Men)	£200 × £25–£300 plus the relative prescribed allowances. Subsistence allowance will also be paid in terms of the Public Service Regulations	Each applicant must be in possession of a "Heavy-vehicle Driver's Licence" and must be in possession of the Junior Certificate. Successful applicants must be prepared to take up residence in any part of the Transvaal.	12th June, 1945.
Temporary Assistant to the Library Organiser	£200 × £20–£300 plus prescribed allowances	One position. Knowledge of cataloguing will be a recommendation. Persons possessing Diplomas and Certificates recognized by the South African Library Association will be preferred. Candidates must be prepared to study in their own time for the Diploma of the South African Library Association, if not already in possession thereof	12th June, 1945.

TRANSVAALSE PROVINSIALE ADMINISTRASIE.

Aansoeke word ingewag van behoorlik gekwalifiseerde kandidate om die poste, soos vermeld in bygaande Bylae, in die Transvaalse Provinsiale Administrasie, tot en met die datums aangedui.

Kandidate moet Britse onderdane en tweetalig wees, en moet vir 'n tydperk van minstens drie jaar in die Unie van Suid-Afrika of die Mandaatgebied van Suidwes-Afrika woonagtig gewees het.

Van die persone wat aangestel word, sal verwag word om bevredigende geboortesertifikate in te dien, en hulle sal na gelang van die vereistes van die diens oorgeplaas kan word.

Aansoek moet gedoen word op die voorgeskrewe vorm Z. 83 wat verkrygbaar is by die Provinsiale Sekretaris, Posbus 383, Pretoria, aan wie alle aansoeke gerig moet word.

Volle besonderhede van kwalifikasies en ervaring moet vermeld word.

Oorspronklike sertifikate en getuigskrifte moet vereers nie ingedien word nie.

BYLAE.

Besonderhede van Vakatures.	Emolumente.	Opmerkings.	Sluitingsdatum.
Twee vakatures vir tydelike reisende biblioteekassistente (manlik)	£200 × £25–£300 plus die voorgeskrewe toelaes wat daaraan verbonde is. Verblyftoelaes word ook betaal ingevolge die Staatsdiensregulasies	Elke applikant moet in besit wees van 'n lisensie om 'n swaar voertuig te bestuur, en moet in besit wees van die Junior-sertifikaat. Persone wat aangestel word, moet bereid wees om in enige deel van Transvaal te woon	12 Junie 1945.
Tydelike assistent vir die biblioteek organiseerder	£200 × £20–£300 plus voorgeskrewe toelaes	Een pos. Kennis van katalogisering sal 'n aanbeveling wees. Persone in besit van diplomas en sertifikate wat deur die Suid-Afrikaanse Biblioteek Vereniging erken word sal voorkeur geniet. Kandidate moet bereid wees om, indien hulle nog nie in besit daarvan is nie, in hulle eie tyd vir die diploma van die Suid-Afrikaanse Biblioteek Vereniging te studeer	12 Junie 1945.

25—1—8

TRANSVAAL PROVINCIAL ADMINISTRATION.

Applications are invited from suitably qualified candidates for the respective posts as specified in the appended schedule, in the Transvaal Provincial Administration, up to and including the date indicated.

Candidates must be British subjects, bilingual and have resided in the Union of South Africa or the Mandated Territory of South West Africa for a period of at least three years.

Successful candidates will be required to submit satisfactory certificates of birth and will be subject to transfer as the exigencies of the service may demand.

Application must be made on the prescribed Form Z. 83 which is obtainable from the Provincial Secretary, P.O. Box 383, Pretoria, to whom all applications must be addressed.

Full particulars regarding qualifications and experience must be stated.

Original certificates and testimonials should not be submitted in the first instance.

SCHEDULE.

Particulars of Vacancies.	Emoluments.	Remarks.	Closing Date.
Temporary District Quantity Surveyor....	£700 × £25–£800 plus the relative prescribed allowances (commencing salary £725 p.a.)	Applicant must have had at least 10 (ten) years previous experience. Preference will be given to ex-service candidates	9th June, 1945.
Temporary Junior (Learner) Quantity Surveyor	£140 × £15–£200 × £25–£300 × £20–£400 plus the relative prescribed allowances (commencing salary £200 p.a. plus allowances)	Preference will be given to a student in the second year of the course in Quantity Surveying. The successful candidate will be required to give an undertaking that he will continue to study for his professional qualification. Preference will be given to ex-service candidates	9th June, 1945.

TRANSVAALSE PROVINSIALE ADMINISTRASIE.

Aansoek om die onderskeie betrekkings in die Transvaalse Provinsiale Administrasie, in bygaande skedule vermeld, word ingewag van behoorlik gekwalifiseerde kandidate tot en met insluiting van die datum daarin gemeld.

Kandidate moet Britse Onderdane en tweetalig wees, en moet in die Unie van Suid-Afrika of die Mandaatgebied Suidwes-Afrika vir 'n tydperk van minstens drie jaar woonagtig gewees het.

Van die suksesvolle kandidate sal verwag word dat hulle bevredigende sertifikate van geboorte indien en hulle sal onderhewig wees aan oorplasing al na die behoeftes van die diens.

Aansoek moet gedoen word op die voorgeskrewe vorm Z. 83 wat verkrygbaar is van die Provinsiale Sekretaris, Posbus 383, Pretoria, aan wie alle aansoeke gerig moet word.

Kandidate moet volle besonderhede aangaande hulle kwalifikasies en ondervinding vermeld.

Oorspronklike sertifikate en getuigskrifte moet vereers nie ingedien word nie.

SKEDULE.

Besonderhede van vakature.	Besoldiging.	Opmerkings.	Sluitingsdatum.
Tydelike Distriks Hoeveelheidsopnemer....	£700 × £25–£800 plus die betrokke voorgeskrewe toelaes (Aanvangsalaris £725 p.j.)	Applikant moet ten minste 10 (tien) jaar vorige ondervinding opgedoen het. Voorkeur sal gegee word aan oud-soldate	9 Junie 1945.
Tydelike Junior (leerling) Hoeveelheidsopnemer	£140 × £15–£200 × £25–£300 × £20–£400 plus die betrokke voorgeskrewe toelaes (Aanvangsalaris £200 per jaar plus toelaes)	Voorkeur sal gegee word aan 'n student in die tweede jaar van die kursus in Hoeveelheidsopname. Van die suksesvolle kandidaat sal verwag word dat hy sal aanhou studeer vir sy professionele kwalifikasies. Voorkeur sal gegee word aan oud-soldate	9 Junie 1945.

18–25–1

UNION EDUCATION DEPARTMENT.

Applications are invited from suitably qualified candidates for appointment as assistant instructor in painting and decorating at the School of Industries, Heidelberg, Transvaal, under the control of the Union Education Department.

The salary scale applicable is £300×£15—£420, but a higher commencing salary than the minimum notch of the scale will be paid if qualifications and experience warrant this. Applicants should state the lowest salary desired.

Only persons who have served a regular and satisfactory apprenticeship and who have had at least one year's experience as a journeyman in their trade need apply.

The successful candidate will be required to make a further study of the theoretical and practical aspects of his trade and to enter for the examinations for the National Trade Instructor's Certificate.

Appointment will be on 12 months' probation and subject to the production of satisfactory certificates of birth and health.

Applications, which must be submitted on the prescribed form (U.E. 43), must contain full particulars in regard to training, qualifications, experience, etc. Application forms are obtainable from the Secretary, Union Education Department, New Standard Bank Buildings, Pretoria, and the completed forms must be forwarded to the Secretary so as to reach him on or before the 23rd June, 1945.

Only certified copies of certificates and testimonials should be submitted in the first instance.

DEPARTMENT OF UNION EDUCATION.

VACANCY FOR A TEMPORARY SUPERVISOR (MALE) OF NATIVE SCHOOL FEEDING SERVICES.

Applications are invited from suitably qualified candidates for appointment to the above-mentioned vacancy in the Department of Union Education.

Candidates must be British subjects, bilingual and must have resided in the Union or in the Mandated Territory of South West Africa for at least three years.

The salary attaching to the position will not exceed £600 per annum. The actual salary will be determined by the Public Service Commission on receipt of full particulars of experience and qualifications of the person engaged. The appointment will be on a purely temporary basis and may be terminated on 24 hours' notice on either side.

The successful candidate will be responsible for the inspection of native school feeding services and for such supervisory and administrative duties as may be associated therewith. Evidence of experience and/or qualifications in school management will be a recommendation.

He will be attached to the Department's head office in Pretoria and must be prepared to undertake extensive travelling throughout the Union in the course of his official duties.

Applications which must be submitted on the prescribed form (U.E. 43) must contain full particulars in regard to training, qualifications, experiences, etc. Application forms are obtainable from the Secretary, Union Education Department, New Standard Bank Buildings, Pretoria, and the completed forms must be forwarded to the Secretary so as to reach him on or before the 23rd June, 1945.

Only certified copies of certificates and testimonials should be submitted in the first instance.

Candidates should state the lowest salary desired.

PUBLIC SERVICE COMMISSION.

VACANCY FOR INSPECTOR OF SCHOOLS.

1. Applications are invited from suitable candidates for appointment to the above-mentioned post in the South West Africa Administration.

2. The salary scale attaching to the post is £700×£25—£850×£30—£1,000. In addition to the present cost of living allowance, a territorial allowance at the rate of £30 per annum in the case of single and £60 per annum in the case of married men is at present payable to officers stationed in the Mandated Territory.

3. Candidates must be British subjects, bilingual and have resided in the Union of South Africa or in the Mandated Territory of South West Africa for a period of not less than three years.

4. Full particulars regarding qualifications and experience must be stated.

5. The successful candidate will be required to furnish satisfactory certificates of birth and health, and to serve on probation for a period of twelve months.

6. *Original certificates and testimonials should not be submitted in the first instance.*

7. Applications must be made on the prescribed form (Z. 83), which is obtainable from the Secretary, Public Service Commission, Union Buildings, Pretoria, to whom all completed forms must be addressed.

8. Applications will be received up to and including the 4th June, 1945.

UNIE-ONDERWYSDEPARTEMENT.

Aansoeke om aanstelling as assistent-instrukteur in skilderen versierwerk aan die Nywerheidskool, Heidelberg, Transvaal, onder beheer van die Unie-onderwysdepartement, word van beboorlik gekwalifiseerde kandidate ingewag.

Die betrokke salarisskaal is £300×£15—£420, maar 'n hoër aanvangsalaris as die minimumkerf van die skaal sal betaal word as kwalifikasies en ondervinding dit regverdig. Kandidate moet die minimum salaris wat hulle verlang, meld.

Slegs kandidate wat 'n gereelde en bevredigende vakleerlingskap deurloop het en minstens een jaar ondervinding as vakman in hul ambag gehad het, hoef aansoek te doen.

Van die suksesvolle kandidaat sal verwag word dat hy die teorie sowel as die praktyk van sy ambag verder bestudeer en dat hy vir die eksamens vir die Nasionale Ambaginstrukteursertifikaat opgaan.

Aanstelling geskied op proef vir 12 maande en is onderworpe aan die indiening van bevredigende geboorte- en gesondheidsertifikate.

Aansoeke moet op die voorgeskrewe vorm (U.E. 43) ingedien word en dit moet volledige besonderhede omtrent opleiding, kwalifikasies, ervaring, ens., bevat. Die aansoekvorms is verkrygbaar van die Sekretaris, Unie-onderwysdepartement, Nuwe Standaardbankgebou, Pretoria, en die ingevulde vorms moet aan die Sekretaris gestuur word sodat dit hom voor of op 23 Junie 1945 bereik.

Vereers moet net gewaarmerkte afskrifte van sertifikate en getuigskrifte ingedien word. 25-1

DEPARTEMENT VAN UNIE-ONDERWYS.

VAKATURE VIR 'N TYDELIKE OPSIGTER (MANLIK) OOR NATURELLE-SKOOLVOEDINGSDIENSTE.

Aansoeke om aanstelling in bovermelde vakature in die Departement van Unie-onderwys word van bevoegde kandidate ingewag.

Kandidate moet Britse onderdane en tweetalig wees en moet minstens drie jaar in die Unie of in die mandaatgebied Suidwes-Afrika gewoon het.

Die salaris aan die betrekking verbonde sal hoogstens £600 per jaar wees. Die werklike salaris sal deur die Staatsdienskommissie vasgestel word na ontvangs van volle besonderhede omtrent die ondervinding en kwalifikasies van die persoon wat in diens geneem word. Die aanstelling sal op 'n bloot tydelike basis geskied en kan te eniger tyd deur wedersydse opsegging met 24 uur beëindig word.

Die kandidaat wat benoem word, sal verantwoordelik wees vir die inspeksie van naturelle-skoolvoedingsdienste en vir die pligte van toesighouding en administrasie wat daarmee in verband mag staan. Bewys van ondervinding en/of kwalifikasies ten opsigte van skoolbestuur sal 'n aanbeveling wees.

Hy sal verbonde wees aan die Departement se hoofkantoorpersoneel te Pretoria en moet bereid wees om uitgebreide reise in die Unie in die uitoefening van sy ampspligte te onderneem.

Aansoeke moet op die voorgeskrewe vorm (U.E. 43), ingedien word en dit moet volledige besonderhede omtrent opleiding, kwalifikasies, ervaring, ens., bevat. Die aansoekvorms is verkrygbaar van die Sekretaris, Unie-onderwysdepartement, Nuwe Standaardbankgebou, Pretoria, en die ingevulde vorms moet aan die Sekretaris gestuur word sodat dit hom voor of op 23 Junie 1945 bereik.

Vereers moet net gewaarmerkte afskrifte van sertifikate en getuigskrifte ingedien word.

Kandidate moet vermeld wat die minimum salaris is wat hulle verlang. 25—1

STAATSDIENSKOMMISSIE.

VAKATURE VIR 'N INSPEKTEUR VAN SKOLE.

1. Aansoeke word ingewag van geskikte kandidate vir aanstelling in bogenoemde betrekking in die Administrasie van Suidwes-Afrika.

2. Die salarisskaal aan die betrekking verbonde is £700×£25—£850×£30—£1,000. Bo en behalwe die huidige lewenskostetoelaag is 'n gebiedstoelaag van £30 per jaar in die geval van ongetroude en £60 per jaar in die geval van getroude mans tans betaalbaar aan beamptes wat in die Mandaatgebied gestasioneer is.

3. Kandidate moet Britse onderdane en tweetalig wees en moet minstens drie jaar in die Unie van Suid-Afrika of in die Mandaatgebied Suidwes-Afrika woonagtig gewees het.

4. Volle besonderhede aangaande kwalifikasies en ondervinding moet verstrek word.

5. Van die suksesvolle kandidaat sal vereis word om 'n bevredigende geboorte- en gesondheidsertifikaat voor te lê en vir twaalf maande op proef te dien.

6. *Oorspronklike sertifikate en getuigskrifte moet vereers nie ingedien word nie.*

7. Aansoek moet gedoen word op die voorgeskrewe vorm (Z. 83), wat verkrygbaar is van die Sekretaris, Staatsdienskommissie, Uniegebou, Pretoria, aan wie alle ingevulde vorms gerig moet word.

8. Aansoeke sal tot en met 4 Junie 1945, ontvang word. 9-16-23

PATENT AND TRADE MARKS OFFICE.

OFFICIAL NOTICES FOR PROCEEDINGS UNDER THE PATENTS, DESIGNS, TRADE MARKS, AND COPYRIGHT ACT, 1916, FOR THE WEEK ENDED 26TH MAY, 1945.

NOTE.—*The Patent and Trade Marks Office does not guarantee the accuracy of its publications or undertake any responsibility for errors or omissions or their consequences.*

PATENT- EN HANDELSMERKE KANTOOR.

OFFISIELE KENNISGEWINGS VAN SAKE BEHANDEL INGEVOLGE DE PATENTEN, MODELLEN, HANDELSMERKEN EN AUTEURSRECHT WET, 1916, VIR DIE WEEK EINDIGENDE 26 MEI 1945.

NOTA.—*Die Patent- en Handelsmerkekantoor kan die juistheid van sy mededelings nie waarborg nie, en aanvaar geen aanspreklikheid vir onjuisthede of weglatings of die gevolge daarvan.*

C. E. MORRIS,
Registrar of Patents and Trade Marks.
Registrateur van Patente en Handelsmerke.

LETTERS PATENT SEALED—*PATENTBRIEWE GESEËL.*

No. *No.*	Date of Application. *Datum van Aansoek.*	Date of Sealing. *Datum van Seëling.*	Name of Applicant. *Naam van Applikant.*	Title of Invention. *Aard van Uitvinding.*
1371	22/11/43	21/3/45	Vokes, Limited	Improvements relating to filters.
16	7/1/44	7/5/45	American Cyanamid Company	Improvements in or relating to processes of and systems for the purification of fluids.
427	11/4/44	25/5/45	British United Shoe Machinery (South Africa), Limited	Improvements in or relating to splitting, skiving or like machines or to products obtained by the use of such machines.
494	22/4/44	25/5/45	Standard Telephones and Cables, Limited	Telecommunication systems.
604*	8/5/44	25/5/45	Alfred Henry Tait	Washerless tap.
605	8/5/44	25/5/45	Malcolm Macfarlane and Raymond Ivan Speck	Improved means for disinfecting and deodorizing sanitary closets.
616	13/5/44	25/5/45	Thomas Edward Archer	Improvements relating to building blocks.
621	15/5/44	25/5/45	The Spring Mattress Company of South Africa (Proprietary), Limited	Improvements in studio couches, settees and the like convertible int bedsteads.
622	15/5/44	25/5/45	The Spring Mattress Company of South Africa (Proprietary), Limited	Improvements in studio couches, settees and the like convertible into bedsteads.
623	15/5/44	25/5/45	The Spring Mattress Company of South Africa (Proprietary), Limited	Improvements in studio couches, settees and the like convertible into bedsteads.
997	17/7/44	25/5/45	African Explosives and Chemical Industries, Limited	Improvements in or relating to flexible sheet material, comprising a sheet or surface coating containing polyvinyl chloride.
1418	17/10/44	25/5/45	John Wesley Meaker	Improvements relating to the perforation of sheet material by electrical discharges.
1454	24/10/44	25/5/45	Imperial Chemical Industries, Limited	Improvements in or relating to water treatment.
1642	27/11/44	25/5/45	The English Electric Company, Limited	Improvements in and relating to engine-driven electric-generating plant.

* And cognate No. 743/44.

WARNING.

The public is warned that entries in the *Government Gazette* under the following headings:—

Patent Applications Abandoned (Complete specification not filed within 9 months);

Patent Applications Void (Applications not in order within 12 months);

Patent Applications in respect of which complete specifications have been accepted but on which no patents will be sealed;

Patents and Trade Marks Void through non-payment of renewal fees;

are not necessarily final, as under section *eight* of the Patents, Designs, Trade Marks and Copyright Emergency Regulations, published under Proclamation No. 30 of 1940, dated 16th February, 1940, the Registrar may, in certain cases, extend the time limit by the Patents, Designs, Trade Marks and Copyright Act, 1916, for doing any act.

WAARSKUWING.

Die publiek word gewaarsku dat inskrywings in die *Staatskoerant* onder die volgende hoofde:—

Patente Applikasies verval (Volledige spesifikasies nie binne 9 maande ingedien nie);

Patente Applikasies ongeldig (Applikasie nie in orde binne 12 maande);

Patente Applikasies ten opsigte waarvan volledige spesifikasies aangeneem is dog waarop geen patente geseël sal word nie;

Patente en Handelsmerke vervalle omdat die hernuwingsfooie nie betaal is nie;

nie noodsaaklik finaal is, daar die Registrateur, kragtens artikel *agt* van die Patente, Modelle, Handelsmerke en outeursreg Noodtoestandregulasies, gepubliseer onder Proklamasie No. 30 van 1940 en gedateer 16 Februarie 1940, in sekere gevalle die tyd deur die Patente, Modelle, Handelsmerke en Outeursreg Wet, 1916, vasgestel vir die uitvoering van enige handeling mag verleng.

VOID PATENTS.

The public is warned that entries under the following must not be accepted as final, as certain void patents may still be restored in terms of sections *fifty-three* and *fifty-four* of the Union Patent Act, No. 9 of 1916.

The undermentioned patents have become void through non-payment of the prescribed fees.

1935:—205, 207, 218. 1942:—113, 123.

VERVALLE PATENTE.

Die publiek word gewaarsku dat onderstaande inskrywings nie as finaal aangeneem moet word nie, aangesien sekere vervalle patente hernu mag word ingevolge artikels *drie-en-vyftig* en *vier-en-vyftig* van die Uniewet op Patente, No. 9 van 1916.

Die patente hieronder vermeld het verval omdat die voorgeskrewe hernuwingsgelde nie betaal is nie.

INSPECTIONS OF SPECIFICATIONS.

Complete specifications after acceptance is advertised may be inspected during office hours at the Patent Office, Pretoria, at a charge of 1s. Typed copies of such specifications are obtainable on payment of 1s. per hundred words.

Photostat copies of specifications and drawings are obtainable from the Patent Office on payment of 1s. 6d. per page.

COMPLETE SPECIFICATIONS ACCEPTED.

Complete specifications in respect of the undermentioned applications for Letters Patent have been accepted by the Registrar of Patents. Any person may, within the prescribed time, give notice in the prescribed form at the Patent Office of opposition to the grant of a patent. The prescribed time is three months after advertisement of the acceptance of a complete specification but the periods may be enlarged by the Registrar.

ONDERSOEK VAN SPESIFIKASIES.

Volledige spesifikasies, na die aanneming gepubliseer is, mag gedurende kantoorure by die Patentkantoor, Pretoria, ondersoek word teen betaling van 1s. Getikte afskrifte van sodanige spesifikasies is verkrygbaar op betaling van 1s. per honderd woorde.

Fotostaat-kopieë van spesifikasies en tekeninge is verkrygbaar van die Patentkantoor teen betaling van 1s. 6d. per bladsy.

VOLLEDIGE SPESIFIKASIES AANGENEEM.

Volledige spesifikasies ten opsigte van onderstaande aansoeke om patentbriewe is deur die Registrateur van Patente aangeneem. Iedereen kan binne die voorgeskrewe tyd by die Patentkantoor in die voorgeskrewe vorm kennis gee van beswaar teen die toekenning van 'n patent. Die voorgeskrewe tyd is drie maande na advertensie van die aanneming van 'n volledige spesifikasie, maar die tyd kan deur die Registrateur verleng word.

No. *No.*	Date of Application. *Datum van Aansoek.*	Date of Acceptance. *Datum van Aanname.*	Name of Applicant. *Naam van App'likant.*	Address. *Adres.*	Title of Invention. *Aard van Uitvinding.*
640	20/5/44	25/5/45	J. R. Geigy, Soc.an	Chemical Works, 215 Schwarzwaldallee, Basle 16, Switzerland	Process for the manufacture of P-amino-benzene sulfone acylamides.
697	23/5/44	25/5/45	Imperial Chemical Industries, Ltd.	Millbank, London, England	Improvements in or relating to heat-exchange devices.
710	23/5/44	18/5/45	Charles William Cheney	Factory Road, Soho, Birmingham, 19, England	Improvements in band clips having closing worm-gear.
794	6/6/44	18/5/45	British Acoustic Films, Limited	142-150 Wardour Street, London, W. 1., England	Improvements relating to condenser microphones.
795	6/6/44	18/5/45	British Acoustic Films, Limited	142-150 Wardour Street, London, W. 1., England	Improvements relating to unidirectional microphones.
896	26/6/44	18/5/45	Harry Barnfield Smartt	"Peachaven", 52 Joel Road, Berea, Johannesburg, Transvaal	Improvements in or relating to silencers for internal-combustion engines.
984	13/7/44	18/5/45	Tjaart Nicolaas Coetzee	37A Seventh Street, Linden, Johannesburg, Transvaal	Improvements in spring-operated feed means for hand-drills and the like.
1001*	18/7/44	25/5/45	(1) James Henry Thompson (2) Sir George Gibson Mitcheson (3) Thomas Binks Kitson	(1) Hosa Research Laboratories, Windmill Road, Sunbury-on-Thames, Middlesex, England (2) York Cottage, Green Lane, Burnham, Buckinghamshire, England (3) 2 Broad Street Place, London, E.C. 2, England	A process for the preparation of a growth-decrement factor.
1134	8/8/44	18/5/45	Marconi's Wireless Telegraph Company, Limited	Marconi Offices, Electra House, Victoria Embankment, London, England	Improvements in directional aerial systems.
1207	19/10/43	18/5/45	(1) The General Electric Company, Limited (2) William Albert Bourne (3) Robert James Clayton	(1) Magnet House, Kingsway, London, W.C. 2, England (2) and (3) Both of Research Laboratories of The General Electric Company, Limited, Wembley, Middlesex, England	Improvements in wave-meters.
1342	22/9/44	25/5/45	The Door Company	570 Lexington Avenue, New York City, State of New York, United States of America	Improvement in hydraulic sizer for suspended solids.
1462	24/10/44	25/5/45	The Geigy Colour Company, Limited	National Buildings, Parsonage, Manchester 3, Lancashire, England	Improvements in and relating to treatment of textile and other materials to protect them from attack by or render them undesirable as a habitation for vermin.
1546	10/11/44	18/5/45	Zdenka Samisch, M.Sc.	Shekhunath Miller, Rehovoth, Palestine	Improvements in the manufacture of dried citrus fruit paste.
1572	17/11/44	25/5/45	Ida Pollachek	88 Greenhill Court, Prince Arthur Road, Hampstead, London, N.W. 5, England	Improvements in or relating to coating compositions.
1681	4/12/44	25/5/45	Electric Household Utilities Corporation	54th Avenue and Cermak Road, City of Chicago, State of Illinois, United States of America	Improvements in or relating to counter-balancing units for centrifugal machines.
1695	5/12/44	25/5/45	Dewey and Almy Chemical Company	62 Whittemore Avenue, Cambridge, County of Middlesex, Commonwealth of Massachusetts, United States of America	Improvements in manufacture of articles from liquid dispersions.
1717	7/12/44	25/5/45	(1) Clayton Dewandre Company, Limited (2) John Rodway	Both of Titanic Works, Lincoln, in the County of Lincoln, England	Improvements in or relating to servo brake operating mechanism for vehicles.
207	7/2/45	25/5/45	Philips Lamps, Limited	Spencer House, South Place, Finsbury, London, E.C. 2	Improvements in and relating to drilling machines.
334	5/3/45	25/5/45	African Oxygen and Acetylene (Proprietary), Limited	Cor. Booysens Road and Webber Street, Johannesburg	Improvements in or relating to apparatus for administering inhalant gases.
405	9/3/45	25/5/45	Harrington & Richardson Arms Company	320 Park Avenue, Worcester 2, Massachusetts, United States of America	Improvements in firearms.
524	4/4/45	25/5/45	The Pyrites Company, Limited	Elm Grove, Kingsclere, near Newbury, Berkshire, England	Method of recovering copper and other metals from solutions.
588	13/4/45	25/5/45	Westinghouse Electric and Manufacturing Company	East Pittsburgh, Pennsylvania, United States of America	Improvements in or relating to circuit interrupters.
697	5/5/45	25/5/45	Murex Welding Processes, Limited	Hertford Road, Waltham Cross, in the County of Hertford, England	Improvements in or relating to welding electrodes.
720	7/5/45	25/5/45	John Pinkney Gowland	"The Studio", Mimbridge, Woking, Surrey, England	Improvements in or relating to pens.

* Patent of addition to No. 402/41.

NOTE.—The date appearing after the number of a Trade Mark is that on which the application for registration was originally advertised in the *Gazette*.

LET WEL.—Die datum wat na die nommer van 'n Handelsmerk verskyn is dié waarop die aansoek vir registrasie oorspronklik in die *Staatskoerant* bekendgemaak is

UNPAID RENEWAL FEES.

(For week ending 26th May, 1945.)

ONBETAALDE HERNUWINGSGELDE.

(Vir week eindigende 26 Mei 1945.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
604-316/31	20/5/31	Kanegafuchi Boseki Kabushiki Kwaisha.
614-15/31	20/5/31	Karrier Motors Successors Limited.
629-30/31	20/5/31	South African Lubricants & Paints Limited.
636/31..	21/5/31	Bekker Bros.
637/31..	21/5/31	The Assegai Tobacco Works Limited.
643/31..	23/5/31	Norman Fisher Jeffes.
645/31..	23/5/31	Norman Fisher Jeffes.

TRADE MARKS RESTORED.

(For week ending 26th May, 1945.)

HANDELSMERKE HERSTEL.

(Vir week eindigende 26 Mei 1945.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
1568/29.	—	Wm. Wren Limited.
1948 (T.)	—	Peter Scott & Co. Limited.

TRADE MARKS RENEWED.

(For week ending 26th May, 1945.)

HANDELSMERKE HERNUUD.

(Vir week eindigende 26 Mei 1945.)

No. *No.*	Advertisement Date. *Advertensie datum.*	Name of Proprietor. *Naam van eienaar.*
1568/29.	—	Wm. Wren Limited.
702/17..	—	Spalding & Hodge Limited.
276/17..	—	William Hollins & Company Ltd.
275/17..	—	William Hollins & Company Limited.
1539/31.	—	Milqo Limited.
1091/17.	—	Faire Bros. & Co. Ltd.
1948 (T.)	—	Peter Scott & Co. Limited.
1379-80/17	—	The Durable Printers' Roller Company Ltd.
982-5/31	—	The Walpamur Company Limited.
1562/31.	—	Ferodo Limited.
1423/17.	—	Symington & Co. Limited.
1392-7/17	—	Fenner and Alder Limited.
1565/31.	—	J. Sedgwick & Company Limited.
529-30/31	—	Usines Metallurgiques de Vallorbe.
900-2/17	—	John Yates & Company Ltd.
1412-3/31	—	Ideal Boilers & Radiators Ltd.
230/03. (N.)	—	Lysaght's (Exports) Limited.
1708/17.	—	Ponds Extract Company, a corporation of the State of Delaware, U.S.A.
736/17..	—	The Hull & Liverpool Red Oxide Company Ltd.
1016/17.	—	Underwood Elliott Fisher Company, a corporation of the State of Delaware, U.S.A.
868/31..	—	The Apex Electrical Manufacturing Company, a corporation of the State of Ohio, U.S.A.
1463/31.	—	British Insulated Cables Ltd.
1467/31.	—	British Insulated Cables Ltd.
1470/31.	—	British Insulated Cables Ltd.
1478-9/31	—	British Insulated Cables Ltd.
1481-2/31	—	British Insulated Cables Ltd.
1472-4/31	—	British Insulated Cables Ltd.
1484-7/31	—	British Insulated Cables Ltd.

Buy Union Loan Certificates

Koop Unie-leningsertifikate

THE TRADE MARKS OFFICE.

APPLICATIONS FOR THE REGISTRATION OF TRADE MARKS.

Any person who has ground for objection to any of the following marks may, within the prescribed time, lodge Notice of Opposition on the "Form T.M. No. 6" contained in the Second Schedule to the Trade Marks Rules, 1917, as amended. The prescribed time is three months after the date of the advertisement in ordinary cases and six months in the case of persons overseas to whom marked gazettes are sent. These periods may on application be enlarged by the Registrar.

Formal opposition should not be lodged until after notice has been given by letter to the applicant for registration so as to afford him an opportunity of withdrawing his Mark before the expense of preparing the Notice of Opposition is incurred. Failing such notice to the applicant an opponent may not succeed in obtaining an order for costs.

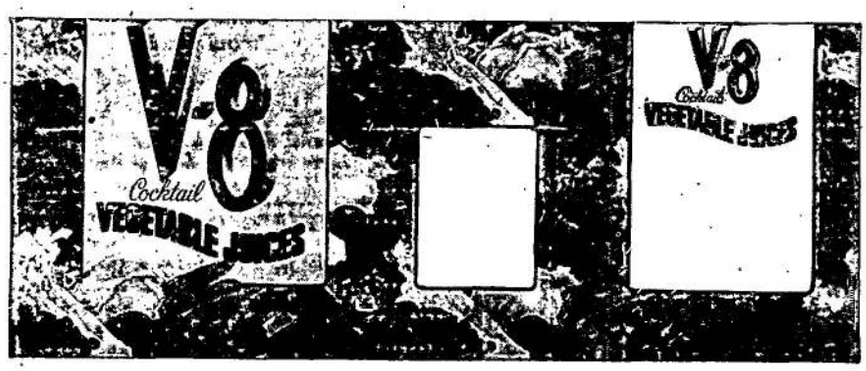
DIE HANDELSMERKEKANTOOR.

AANSOEKE OM DIE REGISTRASIE VAN HANDELSMERKE.

Iedereen wat besware het teen enige van die onderstaande merke kan binne die voorgeskrewe tyd op „Vorm H.M. No. 6", bevat in die Tweede Bylae van die Handelsmerken Regels, 1917, soos gewysig, beswaar indien. Die voorgeskrewe tyd is drie maande na datum van advertensie in gewone gevalle, en ses maande in die geval van persone oorsee aan wie gemerkte koerante gestuur is. Hierdie periode kan op applikasie deur die Registrateur verleng word.

Formele beswaar moet nie ingedien word nie voordat die applikant om registrasie per brief daarvan in kennis gestel is, teneinde hom in die geleentheid te stel om sy merk terug te trek voordat onkoste in verband met die opstel van 'n kennisgewing van beswaar aangeneem word By gebreke van so'n kennisgewing aan die applikant, kan die koste teen die teenstander uitgewys word.

No. 1967/44, in Class 42, in respect of vegetable juices, in the name of Standard Brands Incorporated, a Corporation of the State of Delaware, of 595 Madison Avenue, New York, State of New York, United States of America. Address for service in the Union: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.



Registration of this mark shall give no right to the exclusive use of the letter "V" and the numeral "8" apart from the mark.

The mark is limited to the fundamental colours red, blue, yellow, black, green, orange and purple, as shown on the application form.

Filed 9th October, 1944. 3754—1

No. 657/45, in Class 3, in respect of patent medicines, in the name of Maurice Fitzhenry Ries, of Idutywa, Transkei.

Translation: The people's Medicine. The killer of the women's snake.

Registration of this mark shall give no right to the exclusive use of the words "Iyeza Labantu" and "Umbulali we Nyoka Yabafazi".

Filed 19th March, 1945. 3725—1

No. 2159/44, in Class 13, in respect of incandescent lamps, fluorescent lamps, incandescent and fluorescent lamp fixtures and accessories, including starters, ballasts, transformers, fuses, sockets and the like, all being electrical goods included in this class, in the name of Duro-Test Corporation, a Corporation organized under the laws of the State of New York, of 4161 Hudson Boulevard, North Bergen, County of Hudson, State of New Jersey, United States of America. Address for service in the Union: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.

DURO TEST

Filed 10th November, 1944. 3758—1

No. 2170/44, in Class 13, in respect of metal windows and doors, and frames and fittings therefor, in the name of Rand Steel Products (Proprietary) Limited, a Company registered in the Union, of corner of Booysens Road and Long Street, Booysens, Johannesburg.

RANSTEEL

Registration of this Trade Mark shall give no right to the exclusive use of the words "Rand" and Steel" apart from the mark.

Filed 10th November, 1944. 3760—1

No. 767/45, in Class 37, in respect of school, shopping and other bags, tobacco pouches, cigarette cases, wallets, money purses and key purses, all made of leather, in the name of Alexander Vituli, of 54a Sauer Street, Johannesburg.

Filed 7th April, 1945. 3791—1

No. 474/45, in Class 3, in respect of a multi-vitamin product for use in medicine and pharmacy, in the name of Lennon Limited, trading under the style of National Health Products, of 15 Pritchard Street, Johannesburg.

FORVITE

Filed 3rd March, 1945. 3665—1

No. 554/45, in Class 45, in respect of cigarettes, in the name of Gallaher Limited, a British Company, of Virginia House, York Street, Belfast, Northern Ireland. Address for service in the Union: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.

No. 554/45 associated with No. 505/31.

Filed 8th March, 1945. 3753—1

Nos. 279-81/45 and 282-4/45. Nos. 279 and 280/45, 282 and 283/45, in Classes 5, 13, 5, 13, respectively, all in respect of wire, angle iron, angle iron for beds, casters, chains, metal furniture fittings, metal bars and rods, laths of metal wire lattice, nets, bolts, screws, washers, metal and iron pins, metal ropes, scrapers (foot), sheet metal, springs, metal tubes and wire nails; and Nos. 281 and 284/45, both in Class 41, in respect of furniture, sleeping bags, bedding, beds, bedsteads, bolsters, cabinets, chairs, furniture frames, furniture seats, couches, cupboards, cushions, lockers, chests, mattresses, pillasses, stools, pillows, rattan, reed and reed articles, bed rests, head rests, screens, sofas and upholstery, in the name of William Rhodes Limited, a British Company, of Carlton Cross Mills, Leeds, 2, and The Wells Road, Nottingham, England. Address for service in the Union: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.

Nos. 279-81/45

RHODOSTEEL

Nos. 282-84/45

SANATOR

No. 280/45 to be associated with No. 279/45.

No. 281/45 to be associated with No. 280/45.

No. 283/45 to be associated with No. 282/45.

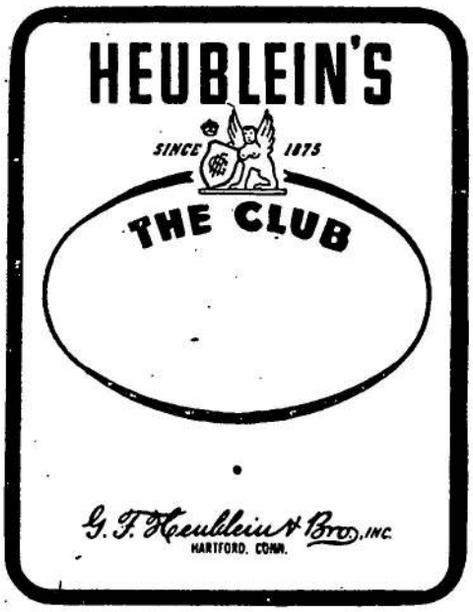
No. 284/45 to be associated with No. 283/45.

Filed 8th February, 1945. 3759—1

Nos. 117 and 118/45, both in Class 43, in respect of fermented liquors and spirits, including alcoholic beverages, of all kinds, such as gin, rum, whiskey, brandy, wine, vermouth, vodka, cocktails, all in so far as included in this class, in the name of G. F. Heublein & Bro. Incorporated, a Corporation organized under the laws of the State of Connecticut, located at 330 New Park Avenue, Hartford, State of Connecticut, United States of America. Address for service: Messrs. Fairbridge, Arderne & Lawton, 41 Parliament Street, Cape Town.

No. 117/45

No. 118/45



No. 117/45: Registration of this mark shall give no right to the exclusive use of the words "The Pot Still Gin".

No. 118/45: Registration of this mark shall give no right to the exclusive use of the words "The Club" and the surname "Heublein's".

The description of goods will vary in use.

No. 118/45 associated with No. 117/45.

Filed 19th January, 1945. 3744—1

No. 707/45, in Class 39, in respect of paper and stationery, in the name of Isaac Abel and Ray Daitz, trading as Associated General Merchants' Suppliers, of 14 Fraser Street, Johannesburg, Transvaal.

Registration of this mark shall give no right to the exclusive use of the words "Kleer-Vue".

Filed 29th March, 1945. 3696—1

No. 2372/44, in Class 13, in respect of venetian blinds of both metal and wood slats, included in this class, in the name of Kirsch Company, a Corporation of the State of Michigan, of 309 Prospect Street, Sturgis, Michigan, United States of America. Address for service in the Union: Messrs. Adams & Adams, Standard Bank Chambers, Pretoria.

Filed 4th December, 1944. 3755—1

No. 502/45, in Class 3, in respect of medicinal preparations in pill or tablet form included in this class, in the name of Heynes Mathew, Limited, of 7-9 Bree Street, Cape Town.

MONTALAX

Filed 6th March, 1945. 3757—1

No. 367/45, in Class 3, in respect of medicinal preparations for the treatment of stomach disorders and digestive complaints, and for acidity, heartburn, and flatulence, in the name of John Forbes (Proprietary) Limited, of 203a-205a Oxford Street, East London, Cape Province.

DIGESTO

Filed 20th February, 1945. 3756—1

No. 758/45, in Class 48, in respect of eau de Cologne, lavender water and perfumery (including toilet articles, preparations for the teeth and hair and perfumed soap), included in this class, in the name of S. White Manufacturing Company (Proprietary) Limited, 27 Fraser Street, Johannesburg.

Bouquet de Fleurs

Filed 6th April, 1945. 3769—1

NOTICE.

AMENDMENT OF ALTERATION OF TRADE MARK No. 1387/43 UNDER SECTION 134 OF ACT No. 9 OF 1916.

Application has been made for alteration of the above mark to the form shown hereunder.

Any person who objects to the alteration, may, within three months from the date hereof, lodge, in writing, in the office of the Registrar of Trade Marks, the ground upon which the objection is based. 3002—1

Buy Union Loan Certificates

NOTICE.

APPLICATION FOR ALTERATION OF TRADE MARKS Nos. 338-9/44 UNDER SECTION 134 OF ACT No. 9 OF 1916.

Application has been made for alteration of the above marks to the form shown hereunder.

SHELL BRAND

Any person who objects to the alteration may, within three months from date hereof, lodge, in writing, in the office of the Registrar of Trade Marks, the ground upon which the objection is based. 3708—1

TRANSFER OF BUSINESS.

Notice is hereby given that the business of chemist and druggist, trading as SPILKINS EXTENTION PHARMACY at 65a Main Street, Rosettenville, has been transferred to 72b Main Street, Rosettenville. 3768—1-8-15

NOTICE.

Notice is hereby given that the general dealer's business carried on at Stand No. 323, Pretoria Street, Boksburg, as RELIANCE ELECTRIC by DOUGLAS FARR will be known as D. M. FARR & CO., as from date of last publication of this notice. 3596—25-1-8

NOTICE.

Notice is hereby given that the milling business carried on by MAURICE GORDON TOOCH under the style or firm of NEW DENMARK ROLLER MILLS on the farm Villierschrik No. 42, District Standerton, has been sold and will be transferred to JOHANNES BOSHOFF, who will carry on the same for his sole benefit and under the same style, with effect from the 1st June, 1945. Standerton, this 14th day of May, 1945.—Samuel Seigel, Attorney to the Parties, Piet Retief Street, P.O. Box 73, Standerton. 3432—18-25-1

NOTICE OF SALE OF BUSINESS.

The general dealer's business carried on by RIVA MILLER, public trader, under the style of MILLER'S FURNITURE STORE at 3 Perth Road, Westdene, Johannesburg, has been sold and will be transferred to UTILITY FURNISHERS (PROPRIETARY), LIMITED, a Company in the course of registration, who, on its incorporation, will carry on the said business under the same style at the same address, with effect as and from the final publication hereof. Johannesburg, this 15th day of May, 1945.—David Isserow, Attorney, 637 His Majesty's Buildings, Joubert Street, Johannesburg. 3433—18-25-1

NOTICE OF SALE OF BUSINESS.

The business hitherto carried on by DANIEL DE BRUYN under the style of LAURIE'S FISH AND DELICACY STORE at 41a Jorissen Street, Braamfontein, Johannesburg, has been sold to EDWARD JAMES BOSWELL, who will continue to trade under the same style at the same address.—Dryden and Myburgh, Attorneys, 608 Surrey House, Rissik Street, Johannesburg. 3599—25-1

NOTICE.

The partnership hitherto existing between ANTONY SUTIC and ZVONIMIR BABICH in the butchery carried on under the style of KARIM'S MEAT SUPPLY at 199 Louis Botha Avenue, Orange Grove, Johannesburg, has been dissolved with effect from 1st May, 1945. The said Antony Sutic has taken over the assets and liabilities of the said business, and will carry on same under the same style at the above address for his own account.—S. Miller, Solicitor for the Parties, 6/8 Standard Bank Chambers, West Street, Johannesburg.
3332—18-25-1

SALE OF BUSINESS.

The business of general dealer, restaurant keeper, and patent medicine dealer, carried on by ANDREAS J. YANNITSAROS at 64 Kingsway Avenue, Brakpan, under the style of TENNIS STORE AND TEAROOM, has been sold and will be transferred to COSTAS IOANNOU YANNITSAROS, with effect as from 1st May, 1945.—B. D. Selvan, Solicitor for Parties, Brakpan. 3333—18-25-1

NOTICE.

Notice is hereby given, in terms of the Registration of Businesses Act, 1909, and the Insolvency Act, 1936, that the business of general dealer conducted by WILLIAM ROBERTSON at 86 Ampthill Avenue, Benoni, under the style or firm of RECORD PRINTING COMPANY, together with all the accompanying assets of such business, will, on the 5th day of June, 1945, be sold and transferred to RECORD PRINTING COMPANY (PROPRIETARY), LIMITED, with effect from the 1st day of April, 1945, and the said RECORD PRINTING COMPANY (PROPRIETARY), LIMITED, will assume all the liabilities of the said business and conduct such business under the style of RECORD PRINTING COMPANY (PROPRIETARY), LIMITED, for its sole benefit and account, from the said 1st day of April, 1945, at the same address.—Alfred J. Levy, Solicitor for Parties, 45 Prince's Avenue, Benoni. 3346—18-25-1

NOTICE OF REMOVAL.

Notice is hereby given that SENEX FURNISHERS, 321 Pretorius Street, Pretoria will, as from the 28th April, 1945, be removed to 70 Van der Walt Street, Pretoria. 3347—18-25-1

Geliewe kennis te neem dat die besigheid bekend as THE OAKS CLUB te Poskantoor, Willowdene, verkoop is deur JOACHIM JOHANNES JACOBUS JACOBS aan DANIEL BOTHA, vanaf 1 Mei 1945.—Barnabas Plein Co., Besigheidsraadgewers, Johannesburg.
3350—18-25-1

Notice is hereby given that the business of milliners, carried on by LESLIE KREUTZER under the style of PHILLIPPE at Walter Mansions, Eloff Street, Johannesburg, has been abandoned as from the 1st May, 1945.—M. Schuster, 4/5 Old Arcade Buildings, 100 Market Street, Johannesburg. 3353—18-25-1

Notice is hereby given that the business of hairdresser and general dealer, hitherto carried on by JOHANNES LOUIS DE VRIES at 13 Botha Avenue, Witbank, under the style or firm of WITBANK HAIRDRESSING SALOON, has been transferred to PAUL JACOBUS HEYDENREICH with effect from 1st May, 1945, from which date the said PAUL JACOBUS HEYDENREICH will carry on the said business under the same style or firm, at the same address, for his own account and benefit. Dated at Witbank, on this the 1st May, 1945.—Central News Agency, Ltd., Witbank, A. Bain, Manager. 3354—18-25-1

Buy Union Loan Certificates

UNION OF SOUTH AFRICA

Issue of

LOCAL REGISTERED STOCK

(NON-INTEREST BEARING—SECOND ISSUE)

Principal repayable at par within six months after termination of hostilities or at the discretion of the Minister of Finance before that date.

Purpose.—For accepting moneys from the public who are desirous of placing funds at the disposal of the Union Government free of interest for the period of hostilities in order to assist in the successful prosecution of the war.

Subscription Lists will be opened on the 10th September, 1943, and will remain open for an indefinite period.

The Prospectuses, together with forms of application, are obtainable at any bank in the Union and South West Africa and from the Treasury, Pretoria and Cape Town.

UNIE VAN SUID-AFRIKA

Uitgifte van

PLAASLIK GEREGISTREERDE EFFEKTE

(NIE-RENTEDRAEND—TWEEDE UITGIFTE)

Kapitaal terugbetaalbaar teen pari binne ses maande na die beëindiging van vyandelikhede, of voor daardie datum, na die goeddunke van die Minister van Finansies.

Doel.—Vir die ontvangs van gelde van lede van die publiek wat begerig is om fondse rente-vry tot die beskikking van die Unie-regering te plaas solank die vyandelikhede voortduur en om te help met die suksesvolle voortsetting van die oorlog.

Inskrywingslyste sal op 10 September 1943 geopen word en sal vir 'n onbepaalde tyd oop bly.

Die Prospektusse, tesame met aansoek vorms, is by enige bank in die Unie en Suidwes-Afrika asook by die Tesourie, Pretoria en Kaapstad, verkrygbaar.

10-24 S.—8-22 O.—5-19 N.—3-17 D.

The business of general and fresh produce dealer and restaurant, refreshment or tearoom keeper, conducted by SOCRATES DEMETRIOU and SAVVAS PANAGIDES on Erf No. 194, Collen Street, Nylstroom, under the style of NYLSTROOM BAKERY AND CAFÉ, together with stock-in-trade, furniture and fittings, has been sold to CHRISTOS LEONIDAS and EVANGELOS CHRISTODOULOU, to whom it will be transferred on the 1st day of June, 1945, and who will continue the said business for their own account and benefit under the same style and at the same address.—Odendaal & Viljoen, Attorneys for Parties, P.O. Box 37, Nylstroom.
3370—18-25-1

Notice is hereby given that the private hotel and boarding-house business known as ALEXANDRIA HOUSE, Proes Street, Pretoria, including all assets thereof, has been sold by the present Proprietor HENDRINA JACOBA VAN AARDT (born BOUWER) to THORA ELIZABETH ERASMUS (born SHEASBY), with effect as from the 1st June, 1945, and that application will in due course be made to the authorities concerned for leave to transfer to the Purchaser, the licence at present issued in respect of the aforesaid business.—Tim. du Toit & Rorich, Attorneys for the Parties, 7 R.S.E. Buildings, Bureau Lane, Pretoria. 3403—18-25-1

TRANSFER OF BUSINESS.

Notice is hereby given that the motor garage business carried on by J. C. H. KOHRS on Erf No. 18, Joubert Street, Piet Retief, has been sold and will be transferred to PIET RETIEF MOTORS (PTY.), LIMITED, at the expiration of this notice. Piet Retief, the 11th May, 1945.—Olmesdahl & Olmesdahl, Attorneys for the Parties, P.O. Box 88, Piet Retief.
3406—18-25-1

TRANSFER OF BUSINESS.

Take notice that the general dealer's business hitherto carried on by BARNARD BLOU at Plot No. 9, Zesfontein, District of Benoni, has been sold to NORMAN MILTON COCKCROFT, who will carry on the said business for his sole benefit and account.—Lovell, Miller & Dreyer, Attorneys for the Parties, Prince's Buildings, 29 Tom Jones Street, P.O. Box 175, Benoni.
3408—18-25-1

NOTICE OF TRANSFER.

General dealer's business, carried on by A. M. WADEE at 205 Main Road, Martindale, Johannesburg, will be transferred to AHMED MAHOMED as from the final publication hereof.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 3450—18-25-1

NOTICE OF REMOVAL.

The business of Mr. J. BUCHANAN-PRYDE, stock and share broker, of 203 and 204 Anglovaal House, Fox Street, Johannesburg, will be removed to No. 20 Stock Exchange Buildings, Hollard Street, Johannesburg, with effect from 1st June, 1945.—J. W. Langstaffe, Attorney for J. Buchanan-Pryde, 901/5 Winchester House, Loveday Street, Johannesburg. 3447—18-25-1

SALE OF BUSINESS.

Notice is hereby given that the business of fresh produce dealer and fish and chip restaurant, carried on by MARTHA JOHANNA NEYT under the style of NEYT'S FISH AND CHIP RESTAURANT at 118a High Street, Turffontein, Johannesburg, has been sold to ALBERTUS ANNIES BAARTMAN, who will carry on the said business at the same address under the same style for his own account, with effect from the 1st June, 1945.—J. de Villiers, De Beer & Kerbel, Attorneys for the Parties, 316 Winchester House, Loveday Street, Johannesburg. 3452—18-25-1

The general dealer's business, carried on by MOHAMED ADAM MAKDA at farm Luipaardsvlei No. 10, District Krugersdorp, has been transferred to AMOJEE MOHAMED, with effect from 3rd January, 1945.—I. I. Hazaree, Attorney for Parties, P.O. Box 5339, Johannesburg. 3454—18-25-1

TRANSFER OF BUSINESS.

Notice is hereby given that the businesses of restricted general dealer, restaurant (late hours), fresh produce dealer, patent medicine and tearoom, carried on in co-partnership by HYMIE MILSTEIN and LIONEL AKUM at 501 Church Street, Pretoria, under the style of COSMOS TEAROOM, will be sold to LEONARD HEINRICH VON WELFLING EYBERS and ERIC FRANCOIS EYBERS, who will carry on the said businesses under the same style and address, with effect from 1st June, 1945, and the respective licences appertaining to the said businesses will be transferred to the said purchasers, trading as aforesaid, after the third publication hereof. —J. Janover, Attorney for the Parties, 23 Bureau Lane, Pretoria. 3455—18-25-1

NOTICE.

The partnership subsisting between JACK NOIK and SAM NOIK in respect of the undermentioned businesses, carried on by them at 28 Meischke's Buildings, Harrison Street, Johannesburg, viz.:—

(*a*) General dealer's business carried on under the style of UNITED TRADING;

(*b*) agency business, carried on under the style of AMALGAMATED AGENCIES,

has been dissolved.

The said SAM NOIK has retired from the partnership, and the said businesses together with the assets and liabilities thereof, have been taken over by the said JACK NOIK, who will continue to carry on same on his account at the same address and under the same names. —Wilfred Gordon, Attorney for the Parties, Shakespeare House, Commissioner Street, Johannesburg. 3460—18-25-1

NOTICE OF TRANSFER.

The general dealer's licence, hotel and bar bottle store-keeper and dealer in petrol licences, carried on by GEORGE CACABURAS at the farm Vaalboschbult No. 499, District Pretoria, under the style or firm of the PIENAAR'S RIVER HOTEL AND STORES, will, on the third publication hereof, be transferred to FRANS JACOBUS WELGEMOED.—M. Silber, Attorney for Parties, 193 Pretorius Street, Pretoria. 3464—18-25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the general dealer's business hitherto carried on by JOHN ROXBURGH SCOTT on Stands (outside Townships) Nos. 539 and 549 at French Bobs, District Barberton, has been sold and will be transferred, together with certain assets and stock-in-trade thereof, to CHARLES HOWE DREYER, GEORGE WILLIAM STANLEY LYON, WILLIAM LENNOX OCHSE and KAREL PETRUS MINNAAR MOUTON, carrying on business in partnership under the style or firm of LOUWS CREEK ESTATE, who will hereafter conduct the said business for their own account and benefit, under the style or firm of FRENCH BOBS STORE. Barberton, 12th May, 1945.—Rose-Innes & Hockly, Attorneys for the Parties, P.O. Box 22, Barberton. 3458—18-25-1

Notice is hereby given that the advertisements appearing in the *Government Gazette* and the *Forward Press* on the 15th, 22nd and 29th days of December, 1945, in connection with the business of the fish restaurant, provision dealer, and milk purveyor at 48 Harrison Street, Johannesburg, having been transferred from DEBBY MINDEL to SOLOMON FRIEDMAN, are hereby cancelled. The said DEBBY MINDEL shall continue carrying on business as hitherto, under the style of HARRISON STREET FISH RESTAURANT, at the same address.—I. Averbuch, 45 A.H.T. Buildings, 67 Commissioner Street, Johannesburg. 3453—18-25-1

SALE OF BUSINESS.

Notice is hereby given that the milling business, carried on on Erven Nos. 258, 260 and 262, Morgenzon, District Ermelo, under the style of MORGENZON GRAIN MILLS, and the general dealer's business carried on on Erf No. 264, Morgenzon, District Ermelo, under the style of ROCK & MELMAN by the Estate of the late HARRIS ROCK, ABRAHAM HYMAN BORRIS ROCK and JOSEPH MELMAN in partnership, have been sold to MEYER DIAMOND and ISSY DIAMOND, who will carry on the said businesses for their own account and benefit, and under the same firm names, and at the same addresses, as from the 1st May, 1945.—E. Feldman, Attorney for the Parties, 20 Eeufees Street, P.O. Box 63, Bethal. 3463—18-25-1

Notice is hereby given that the name of the business carried on by GORDON EMANUEL BERRY and MUNGO VICTOR BUCHANAN in co-partnership under the name or style of AFRICAN MAIL ORDERS at 20 High Court Buildings, Joubert Street, Johannesburg, has been altered to HARDWARE DISTRIBUTORS, but that the personnel of the firm is unaltered and that the business is being continued at the same address, under the new name hereinbefore set out. Dated at Johannesburg, this 11th day of May, 1945.—Jack Blumenthal, Esq., Attorney for the Parties, 1-3 Beckett's Buildings, President Street, Johannesburg. 3474—18-25-1

NOTICE.

Notice is hereby given that the business of real estate, insurance and general agents carried on by ALWIN LOUIS SCHLEBUSCH at 3, 4 and 5 Stanley House, Commissioner Street, Johannesburg, under the style or firm of UNION PROPERTY TRUST, has been sold to RANDSE HANDELSBURO (EIENDOMS), BEPERK, a Company duly incorporated in accordance with the laws in force in the Union of South Africa, who will carry on the said business under the same style, at the same address, with effect as from the 7th day of May, 1945. —Bert Hofmann, Esq., Attorney for the Parties, 403 Lewis & Marks Building, President Street, Johannesburg. 3375—18-25-1

TRANSFER OF BUSINESS.

Notice is hereby given that SARAH KAPLAN, carrying on a ladies' dress business under the style of SARINA at 105 (formerly 107) First Floor, Grand National Buildings, Rissik Street, Johannesburg, intends to transfer the said business, with the stock-in-trade and other assets held or used for the purposes thereof, to HERBERT KINROSS, after the last publication hereof.—Gluckmann & Kaplan, Attorneys for the Seller, Main House, Main Street, Johannesburg. 3475—18-25-1

TRANSFER OF BUSINESS.

ness carried on by MENDEL YACHED as FOCHVILLE CASH STORE, in Fochville, has been transferred to PIERRE GIDEON MALHERBE and ANTHONY CHRISTOFFEL LOMBARD, who will carry on business under the same name or style.—Behrman & Behrman, Attorneys, 25 Fox Street, Johannesburg. 3357—18-25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business of chemist, carried on by JAMES HYND under the style of J. HYND at Main Street, Witfield, has been sold to ALBERT GEORGE PYSDEN, who will carry on the business at the same address under the style of A. G. PYSDEN.—Wright, Rose-Innes, Louw & Wise, Attorneys for the Parties, Ferguslie House, Germiston. 3364—18-25-1

The general dealer's business, carried on by SPIROS LEKATSAS and SPIROS KOUTSOUREDAS, trading together in co-partnership under the style or firm of OMONIA CAFE at 13 Pritchard Street, Johannesburg, has been sold to NICK RAFTOPOULOS, and will be transferred to him on the 1st June, 1945. Johannesburg, this 18th day of May, 1945.—Louis Spitz & Scholtz, Attorneys for Parties, Sanderson's Buildings, Johannesburg. 3366—18-25-1

Notice is hereby given that the general dealer's business, carried on by NANABAI MANIBHAI DESAI under the name of THE PAN TRADING STORE on the farm Hartogshoop No. 265, District Middelburg, has been sold to SULUMAN AHMED BHABHA and ISMAIL MAHOMED DADABHAY, who will carry on the said business under the same name as THE PAN TRADING STORE, to take effect as from 9th June, 1945. 3367—18-25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the general dealer's business, carried on by CORNELIUS PETER POLEY under the name and style of PIRTON COURT TEAROOM at 261 Prince George Avenue, Brakpan, has been sold and will, with effect from the 3rd day of May, 1945, be transferred to THOMAS WILLIAM WEBSTER, who will continue to carry on the said business under the same style and at the same address. Dated at Brakpan, this 11th day of May, 1945.—J. D. de Klerk & Co., Agents for the Parties, P.O. Box 111, Brakpan. 3373—18-25-1

NOTICE.

Notice is hereby given that the business of manufacturer's representative and wholesale radio dealer, carried on by M. T. S. DESSELSS, has been removed from First Floor, Stanmet Buildings, 30 Eloff Street, Johannesburg, to First Floor, Herholdt House, 10 Harries Street, Johannesburg, with effect from the 1st May, 1945. 3446—18-25-1

Buy Union Loan Certificates

NOTICE OF REMOVAL.

It is hereby notified that the general dealer's business, carried on by BARNEY GORDON under the name of ATLAS AGENCIES at Natal Building Society Buildings, Market and Rissik Streets, Johannesburg, has been removed to Transvaal House, Commissioner Street, Johannesburg, as from the 15th May, 1945. 3493—25-1-8

Notice is hereby given that the partnership carried on by LENNOX BLACKFORD VERSTER and ANDRIES ABRAHAM COMBRINCK as general dealers, etc., under the style of UNIVERSAL CAFE on Stand No. 435, Springs, has been dissolved as and from the 1st June, 1945, by the said COMBRINCK retiring from the said partnership and whose share and interest has been taken over by IGNATIA PHILIPPA BAIRD, a widow, and the said VERSTER and BAIRD will carry on the said business in partnership under the same name and at the same place. Springs, this 16th day of May, 1945.—H. R. Rood, Attorney for the Parties, Lochiel House, Springs. 3494—25-1-8

TRANSFER OF BUSINESS.

Notice is hereby given that the general dealer's and garage business of KELLY & HUDSON, LIMITED, carried on at 257 Schoeman Street, Pretoria, is being transferred to premises situate at 385 Church Street, Pretoria, as from the 1st June, 1945. Dated at Pretoria, this 16th day of May, 1945.—Savage & Page, Attorneys for Kelly & Hudson, Ltd., P.O. Box 745, Pretoria. 3490—25-1-8

NOTICE OF REMOVAL.

It is hereby notified that the general dealer's business, carried on under the name of S.A. MAGAZINE CO. (PROPRIETARY), LIMITED, at Natal Building Society Buildings, Market and Rissik Streets, Johannesburg, has been removed to Transvaal House, Commissioner Street, Johannesburg, as from 15th May, 1945. 3492—25-1-8

TRANSFER OF BUSINESS.

Notice is hereby given that JACOBA SUSANNA UYS, who has been carrying on business under the style of SUSAN'S LADIES' HAIRDRESSERS at 21f Piet Retief Street, Standerton, has sold her business to WILLIAM BRUCE CAIRNCROSS, who will, as from date of the last publication hereof, carry on the said business at the same place and under the name and style of REYNEYS, for his own benefit. Dated at Standerton, this 17th day of May, 1945.—Kichenbrand & Van Heerden, Attorneys for the Parties, P.O. Box 39, Standerton. 3504—25-1-8

Notice is hereby given that the general dealer's business carried on by MAX NEIFELD and HARRY NEIFELD at A.B.C. Chambers, Knox Street, Germiston, under the style of LA FINESSE, has been removed to 107 President Street, Germiston, with effect from the 1st April, 1945. Dated at Germiston, this 17th day of May, 1945.—W. Huftel, Attorney for the Parties, Lincoln House, 143 Meyer Street, Germiston. 3505—25-1-8

NOTICE OF REMOVAL.

Notice is hereby given that the wholesale merchant's business, carried on by MAX NEIFELD at A.B.C. Chambers, Knox Street, Germiston, under the style of FIELD BROTHERS, has been removed to 107 President Street, Germiston, with effect from the 1st April, 1945. Dated at Germiston, this 17th day of May, 1945.—W. Huftel, Attorney for the Party, Lincoln House, 143 Meyer Meyer Street, Germiston. 3506—25-1-8

OORDRAG VAN BESIGHEID.

Kennisgewing geskied hiermee dat BENJAMIN DU PLESSIS, algemene handelaar, wat sake doen onder die naam van WITFONTEIN CASH STORE, op die plaas Witfontein No. 536, distrik Pretoria, die genoemde saak verkoop het aan GIDEON PHILIPPUS NEL, wat die saak op sy eie rekening en onder dieselfde naam sal voortsit. Gedateer te Pretoria, hierdie 7de dag van Mei 1945.—Swanevelder, Hamersma & Van Zyl, Velrahuis 23-26, Bureaulaan, Pretoria. 3484—18-25-1

Notice is hereby given that the business of miller and general dealer, heretofore conducted on Stand No. 653, Eloff, by CORNELIUS JOHANNES VOLSCHENK, under the style of ELOFF ROLLER MILLS, has been sold as a going concern, and will, on the publication of the third notice hereof without objection, and on the granting of the licences, be transferred to CORNELIS JOHANNES HUMAN, who will conduct the business under the same style and at the same address. Dated at Springs, this 15th day of May, 1945.— Haarhoff & Cohen, Attorneys for the Parties, 6, 7, 8 Court Chambers, Second Street, Springs. 3477—18-25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business of general dealer and patent medicine dealer, carried on by GEORGE WILLIAM MITCHELL under the style of MITCHELL'S STORES at 92b Prince's Avenue, Benoni, has been sold with all its assets, save and except the book debts thereof, to MICHAEL FURMAN, and will be transferred to him on the expiration of these notices. The said MICHAEL FURMAN will carry on the said business under the same style and at the same address as heretofore.—C. M. Sacks, Attorney for the Parties, P.O. Box 319, Benoni. 3405—18-25-1

Notice is hereby given that the general dealer's, grocer's cycle dealer's and patent medicine dealer's businesses, carried on by FRIDA LEVIN (born BINDER) under the style of the SPRINGBOK CYCLE STORE at Stand No. 33, being 11 Main Reef Road, Knights Deep, District Germiston, have been sold and will be transferred to JACK KURLAND on the 28th day of May, 1945, from which date the said JACK KURLAND will carry on the said businesses under the same firm or style for his own account. Dated at Germiston, this 14th day of May, 1945.—W. Huftel, Attorney for the Parties, Lincoln House, 143 Meyer Street, Germiston. 3412—18-25-1

KENNISGEWING.

Die algemene handelaarsbesigheid deur B. J. STRYDOM gedryf te Agtiendelaan 238, Villieria, Pretoria, onder die naam BENNIE SE WINKEL, is vanaf 2 Mei 1945 deur S. J. LOUW oorgeneem, en sal op dieselfde plek onder die naam LOUW'S GROENTETUINE EN ALGEMENE HANDELAAR voortgesit word.—S. J. Louw.—Agtiendelaan 238, Villieria, Pretoria. 3418—18-25-1

TRANSFER OF BUSINESS.

The general dealer's business carried on by SOLOMON KASSAR under the style of S. KASSAR at the corner of Boundary Road and Fife Avenue, Geduld Extension, Springs, will be sold and transferred to MAFRID (PROPRIETARY), LIMITED, a Company in the course of formation and registration, on or after the 1st June, 1945. Dated at Johannesburg, this 18th day of May, 1945.—Louis Sachs & Cumes, Attorneys for the Parties, 619-623 Maritime House, Loveday Street, Johannesburg. 3413—18-25-1

KENNISGEWING.

Kennis word hiermee gegee dat CORNELIS JOHANNES JOOSTE sy motorgaragebesigheid, insluitende bates en voorrade, bekend as JOOSTE'S GARAGE, en gedryf te Voortrekkerweg 59, Klerksdorp, verkoop het aan FRANCOIS JOHANNES LOUW en JOCHEMUS JOHANNES ERASMUS vanaf 16 Mei 1945, en dat hulle in vennootskap op dieselfde adres die besigheid sal voortsit onder die naam van LOUW'S GARAGE.—Erasmus Jooste, Prokureur vir Partye, Klerksdorp. 3420—18-25-1

The partnership hitherto existing between SAMUEL LEON RAPPOPORT and HARRY MOVSOWITZ, carried on under the style of S.A. RECONDITIONING COMPANY, 10 Frederick Street, Johannesburg, has been dissolved as from the 1st day of May, 1945. The said business has been taken over by SAMUEL LEON RAPPOPORT and ABRAHAM CHEMEL, who will continue to trade under the style of S.A. RECONDITIONING COMPANY (PROPRIETARY), LIMITED, a Company in the course of formation.—Sloot & Broido, Attorneys for the Parties, 1/8 Sacke's Buildings, Joubert Street, Johannesburg. 3414—18-25-1

SALE OF BUSINESS.

Notice is hereby given that the business of general dealer, restaurant keeper and fish frier, carried on by NICHOLAS STATOS and ELLEN DEMETRI, under the firm or style of ADONIA RESTAURANT at 4 High Road, Georgetown, in the District of Germiston, will be transferred, with all assets thereof, to PETER GATZAVELOS, with effect from the 9th May, 1945, from which date the said business will be carried on by the said PETER CATZAVELOS for his own benefit under the same firm or style, and at the same address. Johannesburg, this 14th day of May, 1945.—Sasto & Louis, Attorneys for Parties, 90 Security Buildings, 95 Commissioner Street, Johannesburg. 3430—18-25-1

KENNISGEWING.

Kennis word hiermee gegee dat die vennootskap besigheid van C. A. J. HANEKOM & SEUNS, van Presidentstraat, Christiana, oorgemaak word aan HANEKOM & SEUN (EIENDOMS), BEPERK, vanaf 1 Julie 1945, en dat laasgenoemde Maatskappy, wat behoorlik as sulks geregistreer is, sal aansoek doen vir oordrag van die lisensie, en die besigheid vanaf 1 Julie 1945 in die naam van HANEKOM & SEUN (EIENDOMS), BEPERK, sal voortsit en al die handelsvoorrade oorneem in genoemde winkel.—Jan Nico Uys, Prokureur vir Applikante, Posbus 44, Christiana, 14 Mei 1945. 3423—18-25-1

KENNISGEWING.

Kennis word hiermee gegee dat ISABELLA BOTHA en WIETZ LOURENS MARAIS, wie in vennootskap die besigheid van 'n eiendomsagentskap gedoen het te 72 Leeuwpoortstraat, Boksburg, onder die besigheidsnaam van BOTHA EN MARAIS, hulle genoemde besigheid versaak het soos en vanaf 30 April 1945.—Roos en Van den Heever, Prokureurs vir die Partye, Posbus 70, Boksburg-Noord. 3431—18-25-1

SALE OF BUSINESS.

Kindly take note that the business known as the CITY FISH RESTAURANT at 209 Main Street, Johannesburg, has been sold by MINNIE SUTCLIFFE and EDITH ANNIE STEPHENSON to MARGARET ROBERTSON and ELIZABETH TRINNETTE THEODORA DUNN, M.O.C.P., as from the 1st June, 1945.— Barnabas Plein Coy., Business Consultants, Johannesburg. 3445—18-25-1

NOTICE.

Notice is hereby given that the general dealer's business, carried on by GABRIEL JACOBUS DU TOIT under the style of G. J. DU TOIT at Uitval No. 48, District Potchefstroom, will be sold, together with all assets and liabilities, to MACHIEL DANIEL DU TOIT, who will conduct the said business for his own benefit at the same address, as and from the 1st day of July, 1945, under the style or firm of M. D. DU TOIT.—Williams, Gaisford & Steyn, Attorneys for the Party, 120 King Edward Street, Potchefstroom. 3508—25-1-8

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that the business of a general dealer carried on by AARON REES under the style or firm of MEYERTON CASH STORE at Meyerton, District Vereeniging, has been sold and will be transferred to ELLIOT BREITZ and SAMUEL SEGAL, who will carry on the said business under the same name and on their own behalf, as from 11th May, 1945.—Allen Snijman & Pohl, Attorneys to Parties, Market Avenue, Vereeniging. 3521—25-1

TRANSFER OF BUSINESS.

Notice is hereby given that the business of cabinetmaker and secondhand furniture dealer, carried on by JACOB SWEKE at 47 Main Road, Randfontein, will be transferred to 4b Main Road, Randfontein, as from 1st June, 1945.
3537A—25-1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the general dealer's business conducted by AMOD ISMAIL TIKLY under the style of TIKLY & COMPANY at 55c Market Street, Pietersburg, will be sold and transferred to TIKLY & COMPANY (PROPRIETARY), LIMITED, as from the 1st July, 1945.—A. Provich, Agents for the Parties, P.O. Box 68, Pietersburg. 3545—25-1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business of general dealer, native eating-house keeper, and retail butcher, carried on by JACOB KAPLAN at 2 Power Street, Brakpan, has been sold to JOSEPH VALJALO, with effect from the 21st May, 1945.—A. D. Cohen, Attorney for the Parties, 317 Prince George Avenue, P.O. Box 121, Brakpan.
3548—25-1-8

NOTICE OF SALE OF BUSINESS.

WILLIAM ROBERTS, trading as ALLAN'S AUTO ELECTRICAL SERVICE, 241 Bree Street, Johannesburg, has sold his business to WILLEM VAN DOESBURG, with effect from 18th of May, 1945.—Barnabas Plein & Co. (Pty.), Ltd., Agents for Parties, His Majesty's Buildings, Johannesburg; Morris L. Goodman & Galasko, Attorneys for Parties, Mutual Buildings, Johannesburg. 3601—25-1-8

Notice is hereby given that HARRY MARKUS, trading as MARKUS FANCY LEATHER WORKS at 31 Beckett's Buildings, President Street, Johannesburg, has admitted WOOLF MANOIM as a partner, as from the 15th May, 1945. The said MARKUS and MANOIM will henceforth carry on the said business for their own account and benefit.—R. S. Myers, Incorporated Secretary and Agent, 210 S.A. Mutual Buildings, Commissioner Street, Johannesburg. 3602—25-1-8

The general dealer's and tearoom business, carried on under the style of CARROL'S HOME BAKERY AND TEAROOM at 118 Central Avenue, Mayfair, Johannesburg, has been removed to 116 Central Avenue, Mayfair, Johannesburg, on 15th December, 1945.
3603—25-1-8

Notice is hereby given that MEYER MEKLER, carrying on business as a general dealer under the style of MALVERN HOME FURNISHERS at 562a and 562b Jules Street, Malvern, Johannesburg, has admitted DAVID RAPPOPORT as a partner as from the 8th May, 1945, from which date the said business will be carried on by the said parties in co-partnership, under the same style as heretofore.—L. W. Ritch & Burland, Attorneys for the Parties, P.O. Box 3971, Johannesburg. 3604—25-1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business carried on by SAMUEL SUSMAN at Cyferfontein No. 2, Lyndhurst, Transvaal, under the name of CHATKIN'S STORES, has been sold as a going concern to GABRIEL KRAMER and DAVID SELESNIK, with effect from the 25th May, 1945.—Cliffe, Dekker & Todd, Solicitors, 10 City House, Harrison Street, Johannesburg. 3638—25-1-8

Please take note that the business of M. J. O'REGAN, ladies' and children's dress shop, at 178a Central Avenue, Mayfair, has been sold by Mrs. M. J. O'REGAN to Mrs. MILLIE SACKS, as from 1st June, 1945.—Barnabas Plein Coy., Business Consultants, Johannesburg. 3639—25-1-8

NOTICE.

Kindly take notice that EDWARD JAMES ROSCOE and THOMAS NOEL BROWN, carrying on business as estate agents in co-partnership under the style or firm of STANLEY ESTATES at 29b Rissik Street, Johannesburg, have sold and will transfer, with effect from the 7th day of June, 1945, certain of the assets of the afore-mentioned partnership business to and in favour of RALPH MOSKOW, who will carry on business for his own benefit at the same address.—Guttenberg & Myers, Attorneys for the Parties, 25/26 Norwich Union Buildings, corner Main and Harrison Streets, Johannesburg. 3640—25-1

Notice is hereby given that the business of fish smokers, carried on at Stand No. 793 (68 Siemert Road, New Doornfontein, Johannesburg) by BENJAMIN GELCER and WILLY KRONENBERGER under the style or firm of the RAND FISH SMOKERIES has been sold together with all the assets thereof to the said BENJAMIN GELCER and WILLY KRONENBERGER and JACOB BLIEDEN and SAMUEL LEVY who will carry on business at the aforesaid address under the same style or firm.

Dated at Johannesburg this 18th day of May, 1945.—A. Livingstone & Co., Attorneys for the Parties, Dunvegan Chambers, Joubert Street, Johannesburg.
3611—25-1-8

KENNISGEWING.

Hierby word kennis gegee in terms van seksie 34 van Wet No. 24 van 1936, dat die besigheid bekend as MAYFAIR MELKERY tot dusver gedryf te hoek van Princess- en Queensweg, Mayfair, Johannesburg, deur CHRISTIAAN MARTHINUS DE BEER en CORNELIUS HENDRIK BOTHMA oorgemaak is aan ADRIAAN JACOBUS FREDERICK TROMP, WILLIAM JOHN DIENER en CHRISTIAAN MARTHINUS DE BEER, welke laasgenoemde drie persone in die toekoms die besigheid sal dryf in vennootskap vir hul eie profyt onder dieselfde naam te dieselfde adres.—D. J. de Villiers en Coetzee, Prokureurs van die Partye, Mutualgebou 502, Harrisonstraat, Johannesburg. 3613—25-1

NOTICE OF TRANSFER.

General dealer's business, carried on by HIRA KANA at 71 Commercial Road, Fordsburg, Johannesburg, will be transferred to AHMED HOOSEN as from the final publication hereof.—Saleh Mahomed, General Agent, 38 Market Street, Johannesburg. 3451—18-25-1

TRANSFER OF BUSINESS.

The business of a general dealer and patent medicine dealer carried on by ABDUL KHANAY, trading as KHAN'S CORNER, at Klipfontein No. 6, Fourteenth Avenue, Boksburg North, will, on the expiry of this publication, be transferred to BAHADUR NAWAB KHAN.

Boksburg this 25th day of May, 1945.—Massel and Massel, Attorneys for the Parties, 36 First Street, P.O. Box 92, Boksburg North. 3612—25-1-8

NOTICE.

Notice is hereby given that the business of baker and confectioner, carried on by PERCY HERBERT KELLY, and Erf No. 53, Joubert Street, Ermelo, has been sold together with all assets to MICHAEL JOSEPH TIBSHRAENY, who will carry the said business on at the same address under the style of CRITERION BAKERY.—D. Jackson, Esq., Attorney for Parties, P.O. Box 146, Ermelo.
3615—25-1-8

NOTICE OF PARTNERSHIP.

Notice is hereby given that ANDRIES JACOBUS MEYER, carrying on business as motor garage proprietor and general dealer under the trade names of MEYER'S MOTORS and LEONORES, respectively, at Eighth Street and Ninth Avenue, Edenvale, Transvaal, has admitted WILLIAM FERDINAND ELSEVIER MEYER as partner with effect from the 12th March, 1945, and the businesses aforementioned will be carried on by them under the same name.—Tubbers, Spitz, Block and Ginsberg, Attorneys for Parties, Meischke's Buildings, Johannesburg. 3628—25-1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34, Act No. 24 of 1936, that the business of tearoom keeper, fresh produce and general dealer, carried on by JOHN CHARLES BOLTON at corner Russell and Howard Street, Benoni, under the style or firm of GOOD HOPE TEA ROOM, has been sold, with effect from the 17th day of May, 1945, to WILLIAM SIDNEY STOCK and DAVID ALLAN ANDERSON, who will trade in partnership under the same style at the same address.—Max Weinberg, Attorney for the Parties, 164 Shakespeare House, Commissioner Street, Johannesburg.
3629—25-1

SALE OF BUSINESS.

The business of provision dealer, tearoom, fish fryer and milk purveyor, carried on by LEAH LURIE under the style of FAIRPLAY TEA ROOM, at 187 President Street, Johnnesburg, has been sold with effect from the 1st June, 1945, to SAM RAIK who will carry on the said business under the same style and at the same address.—I. C. Shapiro, Attorney for the Parties, 625 Maritime House, Loveday Street, Johannesburg.
3592—25-1-8

Notice is hereby given that the business carried on by ERNST ROSENTHAL under the style or firm of FINESSE at Darragh House, 31 Plein Street, Johannesburg, together with the fittings, fixtures, furniture and stock-in-trade thereof has been sold and will be transferred, after the last publication of this advertisement, to ROLF RICHARD SPIEGEL and RUTH WOHLGEMUTH, who will carry on the business under the same style at the same address for their own account and benefit.

Dated at Johannesburg, 18th May, 1945.—Singer, Horwitz and Baker, Attorneys for the Parties, 914 Winchester House, Loveday Street, Johannesburg.
3593—25-1-8

Notice is hereby given that the business of PROGRESSIVE FUNERAL FURNISHERS (PROPRIETARY), LIMITED, carried on at 404 Von Weilligh Street, Pretoria, has been removed to 40 Central Road, Fordsburg, Johannesburg.—Oshry & Edward Lazar, 123 Maritime House, Loveday Street, Johannesburg. 3594—25-1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business of a general dealer, carried on by Mrs. ETTIE SAMUELS under the name or style of QUEEN'S ROAD SUPPLY STORES, on Stand No. 1688, situate at 44b Queen's Road, Mayfair, Johannesburg, has been sold to Mrs. VIOLET MAGNUS, who will carry on the said business at the same address, under the same style, with effect as and from the 1st day of June, 1945.—Bert Hofmann, Attorney for the Parties, 403 Lewis & Marks Building, Johannesburg.
3646—1-8

OORDRAG VAN BESIGHEID.

Die garagebesigheid gedryf deur JOHN TYRER, handelende as STATION GARAGE te Erf No. 195, Stasiestraat, Rodeon, distrik Rustenburg, sal oorgedra word aan JAN ANTONIE VAN NIEKERK, soos vanaf die 9de Junie 1945.—Henny en Van der Merwe, Prokureurs vir die Partye, Posbus 4, Zwartruggens.
3651—1-8-15

KENNISGEWING.

Kennisgewing geskied hiermee dat die algemene handelaarsbesigheid wat deur FLORIS JACOBUS DU PLOOY, PIETER JOHANNES MEYER, PHILIPPUS BOTMA en JOHANNES JACOB PIEK, te Spoorbondkasgebou, Johannesburg, gedryf is onder die naam A TOT Z DISTRIBUSIE AGENTSKAP, oorgemaak is aan DIE RANDSE HANDELSBURO (EIENDOMS), BEPERK, wie die besigheid sal voortsit onder die naam A TOT Z DISTRIBUSIE AGENTSKAP, vanaf 1 Junie 1945.—Van Wyk, de Vries, Malan, & Steyn, Prokureurs vir Partye, Posbus 5892, Johannesburg.
3652—1-8

KENNISGEWING.

Die varsprodukte handelaarsbesigheid, gedryf deur JOEL CHARLES DU VEEN te Stal No. 4, Munisipale Mark, Pretoria, onder die firmanaam van OPKOMS, is aan DANIEL JOHANNES JACOB PIEK, te Spoorbondkasgebou, Mei 1945. Die betrokke lisensie sal aan die gemelde koper, wie onder dieselfde firmanaam en dieselfde adres besigheid sal dryf, na die derde verskyning hiervan, oorgedra word.—J. Janover, Prokureur vir die Partye, Bureaulaan 23, Pretoria.
3660—1-8-15

SALE OF BUSINESS.

Notice is hereby given that HERMANUS JACOBUS BOTHA, carrying on business as the PAARDEKOP BOERE GARAGE, on Erf No. 570, Paardekop, has disposed of his motor garage business to EDWARD ROBERTS-YORK, who will carry on business at the same place under the same style or firm.—Kuit & Mortimer, Attorneys for Parties, P.O. Box 12, Volksrust.
3662—1-8-15

Notice is hereby given that GEORGE EDMUND TURNER, Private Bag, Naboomspruit, has abandoned that branch of his general dealer's business known as B. C. S. BRANCH "E", situated on the farm Kalkfontein No. 1025, District Waterberg, as from 19th May, 1945.
3664—1-8-15

Notice is hereby given that JOHN STAVROPOULOS and STEPHANUS PETRUS KLOPPERS alienated their general dealer's, butcher's and garage businesses on the proclaimed farm Marble Hall No. 248, District Pretoria, and on the farm Eandslaagte, District Pretoria, to Messrs. HYMAN HIMMELHOCH and LEON WEITZMANN on the 27th day of April, 1945.—Reitz & Joubert, Agents for the Parties, 160 Pretorius Street, Pretoria.
3669—1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the general dealer's business carried on by AARON TRAUB at 209 Main Reef Road, Westgate, Johannesburg, will, as from the date of the final publication hereof, be sold and transferred to SPIRO PETYEVICH and LUKA MIHOLOVICH, who will continue to carry on the said business at the same address in co-partnership. Dated at Johannesburg, on this the 25th day of May, 1945.—N. Werksman, Attorney for the Parties, 201-8 Transvaal House, 80 Commissioner Street, Johannesburg.
3668—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that JOHN PALMOS, carrying on business under style of PALMOS FISH AND CHIPS RESTAURANT on the remaining extent of Erf No. 12, Fourth Avenue, Springs, known as 5 Fourth Avenue, Springs, intends selling the said business and its asset as a going concern to ZACHARIAS CHRISTIE, with effect from the 1st day of July, 1945.—Hodges, Wilmot & Rood, Evelyn Mansions, Third Street, P.O. Box 162, Springs.
3667—1-8

KENNISGEWING.

Geliewe kennis te neem dat die kleinhandelslagtersbesigheid bekend as UNIE VLEISMARK (UNION MEAT MARKET), te Prinsloostraat 17, Pretoria, oorgemaak sal word deur die huidige eienaar, BENJAMIN DU PLESSIS, aan PETRUS JACOBUS DE KLERK, vanaf 1 Junie 1945.—Roux en Jacobsz, Volksbankgebou, Mutualstraat, Pretoria.
3682—1-8

Notice is hereby given that the retail furniture business known as STANLEY FURNISHERS, situate at 40 De Villiers Street, Johannesburg, presently conducted in co-partnership by PHILIP SILBERMAN, DAVID SILBERMAN and SAMUEL SILBERMAN, will be sold and transferred, as and from the 1st July, 1945, to STANLEY FURNISHERS (PROPRIETARY), LIMITED, a Company now in the course of registration.
3706—1-8-15

Notice is hereby given that the business of a general dealer, fresh produce dealer and restaurant keeper, carried on on by NICOS NATHANIEL under the style of STAR CAFE at the corner of Fifth Avenue and Seventh Street, New Township, Springs, has been sold and will be transferred to LYDIA ANNA HELENA HANKE, married out of community of property to ERIC HANKE, as from 1st July, 1945. The said LYDIA ANNA HELENA HANKE will carry on business under the same style and at the same address. Dated at Springs, this 25th day of May, 1945.—S. Judes, Attorney for Parties, 5/7 Renesta House, Third Street, P.O. Box 313, Springs.
3719—1-8-15

NOTICE.

Notice is hereby given that the business of SIMMER DEEP CYCLE WORKS, carried on by SAMUEL YOUNGWORTH at Stand No. 195, Naismith Avenue, Simmer Deep, District Germiston, will be abandoned with effect from the 31st May, 1945. And notice is hereby further given, in terms of Section 34 (1) of Act No. 24 of 1936, that certain fixtures and articles of the aforesaid business will be sold to CHARLES HALPERN, care of SIMMER DEEP SUPPLY STORES, Germiston. Dated at Germiston, this 26th May, 1945.—H. Davidoff, Attorney, P.O. Box 205, Germiston.
3715—1-8-15

A. S. CATTELA TRANSVAAL TRADING CO., general importers, exporters, removed from 3 Chaplin Street to 54 Stanley House.
8771—1-8-15

NOTICE.

BARNEY MEYEROVITZ has disposed of a one-half share in his butchery business at the corner of Eighth Street and Waterval Road, Newlands, Johannesburg, to NATHAN SHERKSNA, and the business will be carried on in partnership from the 1st July, 1945, by the said BARNEY MEYEROVITZ and NATHAN SHERKSNA.
3713—1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that PETER PAXINOS and LEONIDAS NICHOLAS AGOSTINOS, who carried on business under the name of ATHENIAN TEA-ROOM at 98 Derby Road, Judith's Paarl, have sold their assets of such business to GEORGE DEROUKAKIS, who will carry on business at the same address, under the same style or firm as ATHENIAN TEAROOM, for his own benefit and account, as from 23rd May, 1945.—Sasto & Louis, Attorneys for the Parties, 90 Security Buildings, Commissioner Street, Johannesburg.
3717—1-8-15

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that the business of BASIL CHAMPANIS and APOSTOLOS GEORGE PSAROS, trading as NIOVES CAFE at 72 Central Avenue, Mayfair, Johannesburg, has been sold to KYRIAKOS GEORGEADIS, with effect as and from ten days after the date of the final publication hereof.
3724—1-8

NOTICE.

Notice is hereby given that the business of a boarding-house keeper, and the goodwill and assets appertaining thereto, carried on by ANNIE PAULINE ANDREW, of Johannesburg, at 8 Van der Merwe Street, Hillbrow, Johannesburg, under the style of the GLENDOWER PRIVATE RESIDENTIAL HOTEL, will be sold and transferred to MAGDALENA MARIA JOHANNA LESLIE, of Johannesburg.—Israel & During, Attorneys for the Vendor, Sixth Floor, St. Andrew's Building, corner Commissioner and Rissik Streets, Johannesburg.
3733—1-8-15

DISSOLUTION OF PARTNERSHIP.

The furniture-maker's and cabinet-maker's business, heretofore carried on in partnership by PIET DU PLESSIS, BAREND JACOBUS GERT WESSELS DU PLESSIS and DANIEL JACOBUS GEORGE DE LA GUERRE, under the style of DE LA GUERRE EN KIE., of Main Road, Brits, will be dissolved from the expiration of this notice with the retirement from the business of PIET DU PLESSIS and BAREND JACOBUS GERT WESSELS DU PLESSIS. The said DANIEL JACOBUS GEORGE DE LA GUERRE has taken over the assets and liabilities thereof, and will carry on the business in the same premises, under the style of BRITS MEUBEL FABRIEK for his own account.—D. J. Smuts, Attorney for the Parties, P.O. Box 32, Brits.
3745—1-8-15

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that JOHN BRITTAN, who formerly conducted a garage business under the style or firm of BRITTAN'S CORNER GARAGE at Stand No. 261, Main Reef Road, Primrose, has disposed of the said business to BRITTAN'S GARAGE (PROPRIETARY), LIMITED, which will henceforth conduct the business under the same style and at the same address for its own benefit.—N. Werksman, Attorneys for the Parties, 201-208 Transvaal House, Commissioner Street, Johannesburg.
3743—1-8

OORMAAK VAN BESIGHEID.

Kennisgewing: geskied hiermee, in terme van Artikel 34 van Wet No. 24 van 1936, dat die algemene handelaarsbesigheid gedryf op Erf No. 1915, Evaton, distrik Vereeniging, deur CHRISTIAAN WILLEM SCHOEMAN, onder die naam van HOOFWEG KONTANT WINKEL, verkoop is en sal oorgemaak word aan GERT WILLEM PETRUS KLOPPERS, wat die genoemde besigheid onder dieselfde naam en vir sy eie voordeel sal dryf vanaf 28 Mei 1945. —Smit & Malan, Prokureurs vir die Partye, Loumor Court, Voortrekkerstraat, Vereeniging. 3747—1-8-15

NOTICE.

Notice is hereby given that the general dealer's business, carried on, by ISAAC DUCHEN under the style of BEZ. VALLEY CASH BAZAAR at 49 Geldenhuis Road, Malvern East, District of Germiston, has been sold and will be transferred, after the last publication of this advertisement to DAVID YALOWITZ, who will carry on the business under the same style at the same address, for his own benefit and account. Dated at Johannesburg, the 29th day of May, 1945.—Pauline Pertz, Attorney for the Parties, 21/22 Howard House, 23 Loveday Street, Johannesburg. 3750—1-8-15

Notice is hereby given that the printing business carried on by ALFRED WARDEN MILES and WILHELM JANSEN VAN RENSBURG at Lazarus' Buildings, Union Street, Witbank, under the name of MILES & COMPANY, will, as from 1st May, 1945, be carried on by the above-named partners at the same address, under the name of COALFIELDS PRINTING WORKS. 3761—1-8-15

Notice is hereby given, in terms of Section 34 of the Insolvency Act, No. 24 of 1936, that IZAK DANIEL ROODT, carrying on business as a general dealer and fresh produce dealer under the style of MARKET CASH STORES at 60 Harpur Avenue, Benoni, intends to dispose of the said business to DONALD RUDWICK, with effect from the 20th June, 1945, from which date the said business will be carried on by the said RUDWICK under the same style.—M. Favish, Attorney for Parties, P.O. Box 472, Benoni. 3762—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of the Businesses Registration Act, 1909, and Section 34 of Act No. 24 of 1936, that the business of general dealer and dealer in patent medicines, carried on by ALEXANDER WALLACH on Stand No. 18, Benoni Farm No. 3, District Brakpan, has been sold to ISAAC FRIEDMAN, and will be transferred to him on the third publication of this notice, and he will carry on the said business under the style of APEX MUTI MEDICINES.—Max Toker & Gilchrist, Attorneys for the Parties, Benoni. 3763—1-8-15

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given that the business of estate agents carried on by T. E. VAN ROOYEN and P. G. MOSTERT at Natal Bank Chambers, 90 Market Street, Johannesburg, has been dissolved, and that Mr. P. G. MOSTERT will carry on the same business at the same address for his own benefit.—M. Schuster, 4/5 Old Arcade Buildings, 100 Market Street, Johannesburg. 3770—1-8-15

The general dealer's business conducted by JOHN VERMAAK MULLER as JAY VEE CASH STORES at 44 Boundary Road, Brakpan, will be transferred to WILLEM FREDERICK KLOPPER JORDAAN, from 1st June, 1945.—Gross & Hyman Cohen, Solicitors, Central Buildings, Brakpan. 3782—1-8-15

NOTICE OF SALE OF BUSINESS.

Kindly note that the business known as the NORWOOD FRESH PRODUCE AND PROVISIONS at 67 Grant Avenue, Norwood, has been sold by GEORGE AZALINE to JOSEPH MOSS and RAYMOND MOSS, who will trade as MOSS'S STORES, as from the expiry of these advertisements.—Barnabas Plein Co., Business Consultants, Johannesburg. 3784—1-8-15

SALE OF BUSINESS.

Notice is hereby given that the tearoom carried on by GEORGE STAMOULATOS and NINA PROSALENTIS under the name of STADIUM CAFE, of 17 Fraser Street, Johannesburg, is being sold to GREGORY MIZITHRAS, PETER POLATOS and NINA PROSALENTIS, as from the 1st May, 1945. 3788—1-8-15

The general dealer's business carried on by SOLOMON MANNE at 283 Johannesburg Road, La Rochelle, Johannesburg, will be transferred to ABRAHAM LOUIS JOFFE on the final publication hereof.—H. J. Orkin, Attorney, 50 Clonmel Chambers, Eloff Street, Johannesburg. 3789—1-8-15

SALE OF BUSINESS.

Notice is hereby given that the florist business carried on by SARAH REBECCA BERMAN under the name of PETALS, has been sold as a going concern to LILLIAN FLORENCE WEEDON, with effect from the 23rd May, 1945.—L. B. Mervis, Attorney for the Parties, 54 Howard House, corner Loveday and Main Streets, Johannesburg. 3790—1-8-15

The general dealer's business, carried on by HARRY KATZEW at 72 Von Brandis Street, Turffontein, Johannesburg, has been sold to SOLLY SNIPELISKY, and will be transferred to the said SNIPELISKY after the final publication of these notices, from which date the said SNIPELISKY will carry on the said business at the same address, under the style of TURFFONTEIN BAZAARS. —L. W. Ritch & Burland, Attorneys, P.O. Box 3971, Johannesburg. 3792—1-8-15

5s. Revenue stamp cancelled.

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division).

(Before the Honourable Mr. Justice Grindley-Ferris.)

Johannesburg, Tuesday, 22nd May, 1945.

In the matter of the application of S.A. INCORPORATED MERCHANTS' PROTECTION AGENCY (PTY.), LIMITED, Applicant, *versus* QUEENIES DRESS SALOON (PROPRIETARY), LIMITED, Respondent.

Upon the motion of Mr. W. Oshry, Counsel for the Applicant, and upon reading the petition filed,

It is Ordered:

1. That the above-named Respondent Company be and it is hereby placed in Provisional Liquidation.

2. That a rule *nisi* do issue calling upon all persons concerned to show cause (if any) in this Court, on the 12th day of June, 1945, why the Respondent Company shall not be placed under Final Winding-up Order;

3. That service of this rule be effected on the Respondent Company at its registered office in Krugersdorp, and by publication forthwith once in the *Government Gazette* and in a Johannesburg daily newspaper. By Order of the Court.—J. Ged. Hartzenberg, Registrar. (Shenker & Shenker.) 3748—1

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division).

Master's Office,
Pretoria, 29th May, 1945.

In the matter between UAL MYERS, Applicant, and (1) DAVID LEVIN, and (2) FRED HEYNS, carrying on a partnership as inventors, their last known address being 84 Elgin Mansions, Delvers Street, Johannesburg, Respondents.

Notice is hereby given that the Provisional Order of Sequestration granted in this case on the 26th day of April, 1945, by the Supreme Court of South Africa (Witwatersrand Local Division), sequestrating both private Estates of the partners and the partnership Estate, has been superseded, and the petition discharged by Order of the said Court, dated the 22nd day of May, 1945.—P. J. Steenkamp, Master of the Supreme Court.

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaal Provinsiale Afdeling).

Meesterskantoor,
Pretoria, 29 Mei 1945.

In die saak tussen UAL MYERS, Applikant, en (1) DAVID LEVIN, en (2) FRED HEYNS, wat in vennootskap handeldryf as uitvinders, en wie se laaste adres bekend was as 84 Elgin Mansions, Delversstraat, Johannesburg), Verweerders.

Kennis word hiermee gegee dat die Voorlopige Order van Sekwestrasie in hierdie saak, verleen op die 26ste April 1945, deur die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling), wat alby die private Boedels van die vennote sowel as die vennootskap Boedel gesekwestreer het, tersyde gesit en die petisie geweier is deur Order van die gesegde Hof, gedateer die 22ste Mei 1945.—P. J. Steenkamp, Meester van die Hooggeregshof. 3793—1

PIETERSBURG KOÖPERATIEWE BOEREVERENIGING (in Likwidasie).

Kennisgewing geskied hiermee dat die Eerste en Finale Likwidasie- en Distribusierekening van bovermelde Koöperasie beskikbaar gehou sal word ter insage van belanghebbendes vir 'n tydperk van veertien dae vanaf 11 Junie 1945, in die kantoor van die Registrateur van Koöperatiewe Verenigings, Uniegebou, Pretoria, en 'n afskrif daarvan in die Magistraatskantoor te Pietersburg.

Enige besware wat belanghebbende persone teen hierdie rekenings wil inbring, moet, tesame met die redes daarvoor, deur 'n beëdigde verklaring bevestig word en by die Registrateur van Koöperatiewe Verenigings ingedien word nie later as 2 Julie 1945 nie.—J. C. Steyn, Likwidateur, Posbus 956, Pretoria, 1 Junie 1945. 3700—1

Notice is hereby given in terms of Section 34 of Act No. 24 of 1936 that DORIS IVY STRACHAN carrying on the business of a hairdresser at 146 Jan Smuts Avenue, Johannesburg, under the style of DORIS I. STRACHAN, will, at the expiration of this advertisement alienate the said business as a going concern with all its assets to KARL HELMUTE KIRCHMANN who will continue to trade there under the same style.—J. Chanock, Attorney, Johannesburg. 3600—25-1

AFRICAN THEATRES, LIMITED.

Notice is hereby given that the Register of Debenture Holders of this Company will be closed from 25th to 30th June, 1945, both days inclusive, in connection with the half-yearly payment of Debenture Interest. By Order of the Board.—R. J. Gee, Acting Secretary, P.O. Box 1574, Johannesburg, 15th May, 1945. 3648—1

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for the issue of a certified copy of Deed of Transfer No. F.10073/1939, dated the 19th December, 1939, passed by the Estate of the late Abigail Kate Lamb (formerly Barris, born Robinson) in favour of David Baskin (minor), in respect of—

(1) certain Lot No. 480, situate on Rustenburg Road, on that portion known as the Township of West Krugersdorp, of the quitrent farm Waterval No. 124, in the District of Krugersdorp, measuring thirty-nine (39) square roods and eighty-four (84) square feet;

(2) certain remaining extent of Lot No. 481, situate on Rustenburg Road, on that portion known as the Township of West Krugersdorp of the quitrent farm Waterval No. 124, in the District of Krugersdorp, measuring as such two (2) square roods and one hundred and twelve (112) square feet.

All persons having objection to the issue of such certified copy must lodge their objections, in writing, with the Rand Townships Registrar, Johannesburg, within three (3) weeks from the last publication of this notice. Dated at Krugersdorp, this 1st day of June, 1945. —Shenker, Shenker & Solomon, Attorneys for Applicant, Viljoen's Buildings, 28 Monument Street, P.O. Box 13, Krugersdorp. 3766—1

LOST DEED OF TRANSFER.

Notice is hereby given that application for a certified copy of Deed of Transfer No. 19832/1943, dated 14th August, 1943, passed by Jacob Johannes Hurter in favour of Johann Wilhelm Cornelius Anderson, in respect of—

(1) certain Portion K of Portion of the farm Goedgenoeg No. 62, District Klerksdorp, measuring 3 morgen 210 square roods;

(2) certain Portion J of portion of the farm Goedgenoeg No. 62, situate in the District of Klerksdorp, measuring 3 morgen 382 square roods.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds of the Transvaal at Pretoria, within three weeks from the last publication of this notice. Dated at Pretoria, this 22nd day of May, 1945.—Stegmann, Oosthuizen & Jackson, Attorneys for Applicant. 3764—1

VERLORE AKTE VAN TRANSPORT.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Akte van Transport No. 9243/1943, gedateer 14 April 1943, gepasseer deur Robert Gillespie Armstrong en Henry Tattersfield Dickinson, in hulle hoedanigheid as Direkteure, en Henry Edward Tattersfield Dickinson, in sy hoedanigheid as Sekretaris van Verulam Transvaal Land Syndicate, Limited, ten gunste van Jozua Joubert Scheepers, ten aansien van die plaas genoem Riversdale No. 351, geleë in die distrik Pilgrims Rest (voorheen distrik Lydenburg), groot vierduisend tweehonderd vyf-en-tagtig (4,285) morge vyfhonderd ses-en-veertig (546) vierkante roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria, binne drie (3) weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 23ste dag van Mei 1945.—De Villiers & Pickard, Prokureurs vir Applikant, Bureaulaan 45, Posbus 1, Pretoria. 3716—1

Buy Union Loan Certificates
Koop Unie-leningsertifikate

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 5933/1909, dated 12th October, 1909, passed by Philippus Rudolph Botha in favour of Barend Johannes Palm, in respect of the following Lots, situate on portion known as Rensburg of the freehold farm Houtpoort No. 309, in the District of Heidelberg, namely:—

(1) Lot No. 746, situate in Walker and Edward Streets, measuring 83 square roods 48 square feet.

(2) Lot No. 747, situate in Walker Street, measuring 83 square roods 48 square feet.

(3) Lot No. 748, situate in Walker Street, measuring 83 square roods 48 square feet.

All persons having objection to the issue of such a title deed are hereby requested to lodge same, in writing, with the Registrar of Deeds, Pretoria, within three weeks from the last publication of this notice. Dated at Pretoria, this 29th day of May, 1945.—Hazelhurst & Hart, Attorneys for Applicant, 36 Bureau Lane, Pretoria. 3794—1

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 9866/1940, dated the 29th day of June, 1940, passed by Zacharias Johannes Taylor in favour of Moses Stevens (a Cape Coloured), born on the 23rd day of December, 1903, in respect of certain Portion "D" of Lot No. 79, situate on Dely Avenue, in the Township of The Highlands, District of Pretoria, measuring 25,740 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Pretoria, within three weeks from the last publication of this notice. Dated at Pretoria, this 22nd day of May, 1945.—Mentz & Behrmann, Attorneys for Applicant, Marais Buildings, 45 Bureau Lane, Pretoria. 3631—25-1

ALLIANCE BUILDING SOCIETY, JOHANNESBURG.

LOST SHARE CERTIFICATE No. 76.

Application has been made by Mrs. Edith Bennett to the Alliance Building Society for the issue of a duplicate of the above Certificate. Any persons having objection to the issue of such duplicate are hereby called upon to lodge their objections with the undersigned within one month from date of publication hereof, failing which a duplicate will be issued. By Order of the Board, L. A. Downie, General Manager. 3765—1

VERLORE VERDELINGS-SERTIFIKAAT.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Verdelingssertifikaat No. 5355/1920, gedateer die 1ste April 1920, uitgereik aan Johannes Jurie Botha en Daniel Andries Botha (minderjarig), ten aansien van gedeelte gemerk "C" van die eiendomsplaas Hoedspruit No. 224, geleë in die distrik Rustenburg, groot 72 morge 241 vierkante roede, kragtens Verdelingssertifikaat No. 5355/1920, gedateer die 1ste April 1920.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria, Transvaal, binne drie weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, op hede die 29ste dag van Mei 1945.—Reitz & Joubert, Posbus 83, Pretoria. 3773—1

LOST MORTGAGE BOND.

Notice is hereby given that we intend applying for a certified copy of Mortgage Bond No. 2499/1928, dated the 20th March, 1928, passed by Dorothea Juliane Ernstine Franziska Muhl, born Tonsing, widow of the late Ernst August Muhl, in favour of Wilhelm Herzfeld, for the sum of £1,100, hypothecating certain portion of Erf marked No. 22, situate in Kerk and Loop Streets, in the Town of Rustenburg, measuring 290 square roods and 92.01 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Pretoria, within three weeks from the last publication of this notice. Dated at Rustenburg, this 28th day of May, 1945.—Penzhorn, Olivier & Coetzee, Attorneys for Applicant, P.O. Box 55, Rustenburg. 3783—1

LOST MORTGAGE BOND.

Notice is hereby given that I intend applying for a certified copy of Mortgage Bond No. F.1997, dated 8th May, 1931, passed by Hettie Buch (born Freedman), married out of community of property to Morris Buch, in favour of Giovanni Beltramo for two hundred pounds (£200), hypothecating as Second Mortgage Bond certain freehold Lot No. 539, situate on Hope Road, on that portion known as Orange Grove Township of the freehold farm Klipfontein No. 23, district of Johannesburg, measuring 34 square roods 104 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Rand Townships Registrar of Deeds at Johannesburg, within three weeks from the last publication of this notice. Dated at Johannesburg, this 25th day of May, 1945.—Morris Alexander, Applicants' Attorney, P.O. Box 3949, Johannesburg. 3749—1

AFRICAN THEATRES, LIMITED.

PREFERENCE-SHARE DIVIDEND No. 14.

Notice is hereby given that Preference Share Dividend No. 14, for the half-year ended 30th June, 1945, at the rate of six per cent. (6%) per annum, has this day been declared and will be payable on or before 30th June, 1945, to all Holders of Preference Shares registered in the books of the Company at the close of business on 23rd June, 1945.

The Preference Share Registers of the Company, in London and Johannesburg, will be closed from 25th to 30th June, 1945, both days inclusive. By Order of the Board.—R. J. Gee, Acting Secretary, P.O. Box 1574, Johannesburg, 15th May, 1945. 3647—1

THE AFRICAN AMALGAMATED ADVERTISING CONTRACTORS, LIMITED.

(Incorporated in the Union of South Africa.)

DECLARATION OF DIVIDEND No. 14.

Notice is hereby given that an Interim Dividend of 5% (five per centum) has this day been declared, and will be payable on or before the 30th June, 1945, to all Shareholders registered in the books of the Company at the close of business on the 15th June, 1945.

The Share Register of the Company will be closed from the 16th to the 20th June, 1945, both days inclusive. By Order of the Board.—The African Amalgamated Advertising Contractors, Ltd., A. W. Humphris, Secretary, P.O. Box 7012, Johannesburg, 21st May, 1945. 3649—1

VOORTREKKERPERS BEPERK.

KENNISGEWING.

Kennis word hiermee gegee dat die volgende Aandelesertifikaat verlore of vernietig is:—

Aandelesertifikaat No. 3172, gedateer 26 Augustus 1938, vir 20 aandele genommer 84936 tot en met 84955, geregistreer op naam van Marthinus Laurentius Momberg.

Aansoek is gedoen om 'n afskrif van gemelde Aandelesertifikaat, en dit sal uitgereik word, tensy die oorspronklike of wettige beswaar teen die uitreiking van 'n afskrif by hierdie kantoor voor of op 22 Junie 1945 ingedien word.—A. J. van Zyl, Sekretaris, Hoekstraat 18, Johannesburg, 1 Junie 1945. 3685—1

VERLORE AKTE VAN TRANSPORT.

Kennisgewing geskied hiermee dat ons van voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Akte van Transport No. 73/1907, gedateer 14 Januarie 1907, gegee deur die Boedels van wyle Carel Johannes de Nysschen en Catharina Elizabeth de Nysschen (gebore Lourens) ten gunste van Dirk Johannes de Nysschen, ten opsigte van seker onverdeelde een-negende (1/9de) aandeel van die plaas Driefontein No. 1928, geleë in die distrik Pietersburg, groot 1,362 morge 313 vierkante roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria, binne drie weke vanaf die laaste publikasie van hierdie kennisgewing. Gedateer te Pietersburg, op hede die 22ste dag van Mei 1945.—Van der Merwe & Bergh, Prokureurs vir die Applikant, Posbus 15, Pietersburg. 3657—1

LOST MORTGAGE BOND.

Notice is hereby given that we intend applying to the Rand Townships Registrar at Johannesburg for the cancellation of the entry relating to certain Mortgage Bond No. F.9796/36, dated the 9th day of October, 1936, passed by Pieter Willem du Plessis Opperman in favour of Albertus Stephanus van Jaarsveld over certain Lot No. 1902, situate on Market Road, on that portion known as Newlands Township of the freehold farm Waterval No. 10, District Johannesburg, measuring 34 (thirty-four) square roods 104 (one hundred and four) square feet, for the sum of £125 (one hundred and twenty-five pounds), and ceded to Ezekiel Melamed, Joseph Nathan and Barend van den Bergh (practising in partnership under the style of firm of Van den Bergh, Melamed & Nathan), and registered at the office of the Rand Townships Registrar at Johannesburg on the 30th day of July, 1937.

All persons having objection to the cancellation of the said entry are hereby required to lodge same, in writing, with the Registrar of Deeds at Johannesburg, within three weeks from last publication of this notice.—Van den Bergh, Melamed & Nathan, Sauer's Buildings, Loveday Street, Johannesburg. 3650—1

LOST CROWN GRANT.

Notice is hereby given that we intend applying for a certified copy of Crown Grant No. 142/1930, dated 2nd September, 1930, passed in favour of John Nader, in respect of certain Stand No. 1014 (formerly No. 869), situate in the Town of Barberton, measuring 17 square roods 52 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Pretoria, within three weeks from the last publication of this notice.—Rose-Innes & Hockly, Applicant's Attorneys, Barberton. 3653—1

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 2750/1941, dated the 25th February, 1941, passed by Lyttleton Townships (Proprietary), Limited, in favour of Thomas Jacobus Skeen, in respect of certain Lot No. 315, situate on Union Avenue, in the Township of Lyttleton Manor, District Pretoria, measuring 281 square roods 36 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Pretoria, within three weeks from the last publication of this notice. Dated at Pretoria, on this the 23rd day of May, 1945.—Niemeyer, Steyn & Metelerkamp, Applicant's Attorneys; Pretoria. 3676—1

KENNISGEWING.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Akte van Transport No. 14664/1920, gedateer 24 September 1920, gegee deur Thomas Bennie Neser ten gunste van Stephanus Johannes Bekker, ten aansien van sekere Erf No. 252, geleë aan Suidstraat, in die dorp Amersfoort, groot 200 vierkante roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria, binne drie weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, hierdie 26ste dag van Mei 1945.—Tim. du Toit & Rorich, Prokureurs vir Applikant, 7 R.S.E.-gebouc, Bureaulaan, Pretoria. 3709—1

VERLORE AKTE VAN TRANSPORT.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Akte van Transport No. 7390/22, gedateer 28 Julie 1922, gegee deur Edward Carl Joachim Meyer aan De Nederduitsche Hervormde of Gereformeerde Gemeente Roossenekal, ten aansien van sekere Gedeelte A van Gedeelte 1 van die plaas Blaauwbank No. 35, distrik Middelburg, groot 15 morg.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar wil maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Pretoria, binne drie weke vanaf die laaste publikasie van hierdie kennisgewing. Gedateer te Pretoria, op hierdie 17de dag van Mei 1945.—Roux & Jacobsz, Prokureurs, Posbus 46, Pretoria. 3741—1

VERLORE AKTE VAN TRANSPORT.

Hiermee word kennis gegee aan almal wie dit mag aangaan, dat ons voornemens is om aansoek te doen vir die uitreiking van 'n gesertifiseerde afskrif van verlore Akte van Transport No. 5126/1910, gedateer 28 Julie 1910, gepasseer deur die Boedels van wyle Marthinus Stephanus Joubert en later oorlede eggenote Hester Adriana Joubert, gebore Joubert, ten gunste van Jan Hendrik Joubert, ten aansien van seker onverdeelde 1/9de aandeel in die resterende gedeelte van die plaas Doornplaat No. 109, distrik Lichtenburg, groot 3,303 morg 83 vierkante roede.

Alle persone wat beswaar het teen die uitreiking van sodanige afskrif, word hiermee versoek om binne drie weke na plaasing van hierdie advertensie, hulle beswaar skriftelik in te dien by die Registrateur van Aktes te Pretoria. Geteken te Pretoria, op hierdie 16de dag van Mei 1945.—Roux en Jacobsz, Prokureurs vir Applikant, Posbus 46, Pretoria. 3742—1

Koop Unie-leningsertifikate

SALE IN EXECUTION.

(Without Reserve.)

In the matter of MAURICE SPITZ, Plaintiff, and LOUIS RUDOLPH FRIEDLANDER, Defendant.

In execution of a judgment in the Court of the Magistrate of Germiston, in the above suit, a sale will be held in front of the Magistrate's Court, Vereeniging, on Monday, the 11th day of June, 1945, at 10 a.m., of the following property:—

Stands Nos. 228 and 229, on Settlement Road, in the Township of Witkop, in the District of Vereeniging.

Conditions of Sale.

1. The property shall be sold without reserve and to the highest bidder.

2. Purchase price to be paid in cash on the day of sale, Purchaser to pay all costs of transfer, transfer duties, arrear rates, taxes and licences.

3. The Purchaser to be liable for the release of all encumbrances on the said property, to enable transfer to be given according to law.

4. Transfer shall be passed by Plaintiff's Attorney.—T. J. van Rooyen, Messenger of the Court, Vereeniging, 25th May, 1945. 3698—1-8

KENNISGEWING VAN VERGADERING VAN BALJU.

In die saak tussen JOHN GEORGE PURVIS, Eiser, en CHARLES WILLIAMS, Verweerder.

'n Vergadering van Verbandhouers en ander belanghebbendes in die ondervermelde eiendom sal ten kantore van die Balju van die Transvaal te Pretoria, op Maandag, die 11de dag van Junie 1945, om 9.15-uur vm., gehou word, met die doel om te besluit of die gesegde eiendom verkoop moet word en so ja, om die voorwaardes van verkoop vas te stel, nl:—

Seker resterende gedeelte van Lot No. 740, geleë aan Highstraat, in die dorpsgebied van Ferndale, distrik van Johannesburg.

M. W. Human, Balju, Kantoor van die Balju van die Transvaal, Pretoria, 29 Mei 1945. 3775—1

SWORN APPRAISER.

CERTIFICATE OF APPOINTMENT.

By virtue of the authority vested in me by Section 10 of the Administration of Estates Act, 1913, I have appointed ALFRED VICTOR STEVENS, Esquire, of P.O. Box 5673, Johannesburg, to act as Sworn Appraiser for the District of Johannesburg.—P. J. Steenkamp, Master of the Supreme Court, Office of the Master of the Supreme Court of South Africa (Transvaal Provincial Division), Pretoria, this 14th day of May, 1945. 3767—1

TRANSVAAL MATTRESS AND FURNISHING COMPANY, LIMITED.

(Incorporated in the Union of South Africa.)

NOTICE TO PREFERENCE SHAREHOLDERS.

Preference Shareholders are hereby notified that a Half-yearly Dividend at the rate of 5½ per cent. per annum will be paid on the 30th June, 1945, to Preference Shareholders registered in the books of the Company at the close of business on the 18th June, 1945. The Preference Shares Transfer Books will be closed from the 19th June to the 30th June, 1945, both days inclusive. By Order of the Board.—F. Melman, Secretary, 180 Commissioner Street, Johannesburg, 1st June, 1945. 3787—1

ANGLO-TRANSVAAL GROUP.

ANNUAL GENERAL MEETINGS.

Notice is hereby given that the Ordinary General Meetings of Shareholders of the undermentioned Companies will be held in the Board Room, Anglovaal House, Fox Street, Johannesburg, as follows:—

Name of Company. (Each of which is Incorporated in the Union of South Africa.)	Date of Meeting. 1945.	Time.	Transfer Books and Registers of Members will be closed from (both days inclusive). 1945.
Middle Witwatersrand (Western Areas), Ltd.	Friday, 15th June.....	11.00 a.m.	9th June to 15th June.
New Kierksdorp Gold Estates, Ltd....	Friday, 15th June.....	11.30 a.m.	8th June to 15th June
Klip Nigel Estate and Gold Mining Co., Ltd.	Friday, 15th June.....	12 noon	8th June to 15th June.
Consolidated Murchison (Transvaal) Goldfields and Development Co., Ltd.	Wednesday, 20th June	11.00 a.m.	14th June to 20th June.
West Spaarwater, Ltd.....	Wednesday, 20th June	11.30 a.m.	14th June to 20th June.
The Associated Manganese Mines of South Africa, Ltd.	Tuesday, 26th June	11.00 a.m.	19th June to 26th June.

By Order of the Boards,
ANGLO-TRANSVAAL CONSOLIDATED INVESTMENT CO., LTD.,
per C. S. MILFORD,
Secretaries.

Anglovaal House,
Fox Street,
Johannesburg.
25th May, 1945.

3751—1

CHANGE OF NAME.

I, DAVID SCHALK MARAIS, a farmer, of *Maroelaknop*, District Pietersburg, intend to apply to the Governor-General for authority, under Section 9 of the Aliens Act, 1937, to assume the surname of VAN DYK, this being the surname of my father, under which surname I was also registered at birth. From early infancy I was brought up by people named MARAIS, whom I regarded as my adoptive parents and I was always known by the surname MARAIS. I have only recently discovered that I was never formally adopted and I, therefore, wish to revert to my true surname of VAN DYK as registered at birth. I also intend to apply for authority to change the surnames of my wife, MARTHA MAGDELENA MARAIS, and my children, WILLEM SCHALK MARAIS, GEORGE ARCHIBALD CLARK EHLERS MARAIS, BENJAMIN NORTON MARAIS and HERMANUS PETRUS MARAIS, to VAN DYK.

Any person who objects to our assumption of the said surname of VAN DYK should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate of Pietersburg.—D. S. Marais, May, 1945. 3679—1-8-15-22

THE ALIENS ACT, 1937.
NOTICE OF INTENTION TO CHANGE NAME.

I, JACQUES RAYMOND LEVY, presently on full time military service in the South African Air Force outside the Union, of 27 Daventry Court, Killarney, Johannesburg, intend to apply to the Governor-General for authority under Section 9 of the Aliens Act, 1937, to assume the surname of LORRAINE, for the reason that I have been known by, and served in the Union Defence Force for five years under that surname.

I previously bore the name JACQUES RAYMOND LEVY.

Any person who objects to my assumption of the said name of LORRAINE should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate, Johannesburg.—J. R. Levy, 15th May, 1945. 3459—18-25-1-8

EASTERN RAND EXTENSIONS, LIMITED.

(Incorporated in the Union of South Africa.)

Notice is hereby given that the Transfer Books and Register of Members of the above Company will be closed from the 9th to the 19th day of June, 1945, both days inclusive, and from the 4th to the 18th day of July, 1945, both days inclusive. By Order of the Board.—Strathmore Investments, Limited, Secretaries, per P. C. Gray, 1010 Aegis Buildings, Loveday Street, Johannesburg. 3774—1

APPLICATION FOR A LICENCE OF THE MINISTER OF JUSTICE.

(Section 21 of the Companies Act, 1926, as amended.)

Notice is hereby given, in pursuance of Companies Registration Regulation No. 26, as amended, that application has been made to the Minister of Justice for a licence directing an Association which has been formed under the name THE CHILDREN'S THEATRE, to be registered with limited liability without the addition of the word "Limited" to its name.

The principal object(s) of the Association is/are:—

"To establish a children's theatre and centre or theatres and centres where programmes in both official languages suitable for different age-groups can be produced; to provide children, at the lowest possible price, and when possible, free of charge, with the very best available entertainment, instruction, tuition and guidance in music and the arts; to develop in children sound artistic standards and a sense of appreciation of all that is best in music and the arts; to give children pleasure; delight and instruction in how to employ their leisure in future years in a worthy fashion; to engage, employ or otherwise procure in any other manner whatsoever the services of musicians, actors, artists and educationalists for the purpose of providing entertainment, instruction, tuition and guidance for the children, and to encourage such musicians, actors, artists and educationalists to produce of their best for the benefit of the children; to co-ordinate the activities of The Children's Theatre, the home, the school and the community and all organised bodies established with the object of developing, producing and providing musical and artistic entertainment and instruction for children."

The other objects are set out *in extenso* in the Memorandum of Association, a copy of which may be inspected at the offices of the undersigned or the Registrar of Companies, Pretoria.

Notice is hereby further given that any person objecting to the registration of the Association may bring such objection to the notice of the Minister of Justice, within one month from the date of the first publication hereof, by letter in duplicate addressed to the Registrar of Companies, Pretoria. Dated at Johannesburg, this 24th day of May, 1945.—Duthie, Duthie & Stuart, Applicants' Attorneys, 101 to 104 Union-Castle Building, corner Loveday and Commissioner Streets, Johannesburg.

3520—25-1-8

Buy Union Loan Certificates
Koop Unie-leningsertifikate

THE ALIENS ACT, 1937.
NOTICE OF INTENTION TO CHANGE NAME.

I, DESMOND BERRYMAN PRETORIUS, residing at 96 Sixth Avenue, Bezuidenhout Valley, Johannesburg (at present on active service in the M.E.), and employed as clerk, *Rand Daily Mail*, Johannesburg (prior to enlistment), intend to apply to the Governor-General for authority, under Section 9 of the Aliens Act, 1937, to assume the surname of BERRYMAN, for the reason that I have been known as such since I was 16 years of age, and in order to perpetuate the family name.

I previously bore the name DESMOND BERRYMAN PRETORIUS.

Any person who objects to my assumption of the said name of BERRYMAN should, as soon as may be, lodge his objection in writing, with a statement of his reasons therefor, with the Magistrate of Johannesburg.—D. Berryman, 28th April, 1945.

3331—11-18-25-1

DIE WET OP VREEMDELINGE, 1937.
KENNISGEWING VAN VOORGENOME NAAMSVERANDERING.

Ek, HENRI VONTSTEEN, woonagtig te Kerkstraat Wes 239, Pretoria, en wat besigheid doen as algemene agent en bioskoopeienaar, is voornemens om by die Goewerneur-generaal aansoek te doen om magtiging, kragtens Artikel 9 van die Wet op Vreemdelinge, 1937, om die van VON STEEN aan te neem, om die volgende redes: Ek reeds in die besigheid as VON STEEN bekend staan en die van VONTSTEEN verwarring en moeilikheid veroorsaak.

Ek het voorheen die name gedra van HENRI VONTSTEEN.

Ek is ook van voornemens om aansoek te doen om magtiging om die van van my vrou, JOHANNA GEZINA VONTSTEEN, gebore LOUW, en minderjarige kinders, JOHANNA CECILIA, MARIE JOSEPHINE, FRANS WYNAND en HENRI VONTSTEEN, te verander na VON STEEN.

Enigeen wat daarop teë is dat ons bovermelde naam VON STEEN aanneem, moet sy beswaar, met vermelding van redes daarvoor, so gou moontlik, skriftelik by die Magistraat van Pretoria indien.—H. Vontsteen, 18 Mei 1945.

3632—25-1-8-15

AMALGAMATED STEEL PRESSING COMPANY, LIMITED.

(Incorporated in the Union of South Africa.)

NOTICE TO SHAREHOLDERS.

PREFERENCE DIVIDEND No. 8.

Notice is hereby given that Preference Dividend No. 8, at the rate of 7 per cent. per annum, i.e., 2.1d. per share, has been declared in respect of the half-year ended the 30th June, 1945. The Dividend is payable to Preference Shareholders registered as such in the books of the Company at the close of business on the 22nd June, 1945. Dividend Warrants will be posted on or about the 30th June, 1945.

The Transfer Books and Register of Members of Preference Shares will be closed from the 23rd day of June, 1945, to the 30th day of June, 1945, both days inclusive. By Order of the Board.—Mogens Fenger, Acting Secretary, P.O. Box 4689, Johannesburg, 28th May, 1945. 3752—1

SALE OF BUSINESS.

Notice is hereby given that the newspaper and printing business, carried on by DANIEL JACOBUS MALAN in Campbell Street, Fort Beaufort, under the style or firm of THE FORT BEAUFORT PRINTING COMPANY, has been sold to CHARLES GEORGE WILHELM, who will continue to carry on the said business at the same address and under the same style or firm.—Botha & Botha, Attorneys for Parties, Fort Beaufort.

3503—25-1

ROBERTS VICTOR DIAMONDS, LIMITED.
(Incorporated in the Union of South Africa.)

NOTICE OF GENERAL MEETING OF SHAREHOLDERS.

Notice is hereby given that the Thirty-ninth Ordinary General Meeting of Shareholders in the Roberts Victor Diamonds, Limited, will be held in the Board Room, Lewis & Marks Building, 65 President Street, Johannesburg, on Monday, the 18th day of June, 1945, at 11 a.m., for the purpose of transacting any business which may be transacted at an Ordinary General Meeting.

The Transfer Books and Register of Members of the Company will be closed from the 11th to the 18th June, 1945, both days inclusive. By Order of the Board.—African and European Investment Company, Limited, Secretaries, per B. E. Humphrey, Lewis & Marks Building, 65 President Street, Johannesburg, 23rd May, 1945. 3786—1

SWAZILAND CORPORATION (1924), LIMITED.
(Incorporated in the Union of South Africa.)

NOTICE OF GENERAL MEETING OF SHAREHOLDERS.

Notice is hereby given that the Twenty-second Ordinary General Meeting of Shareholders in the Swaziland Corporation (1924), Limited, will be held in the Board Room, Lewis & Marks Building, 65 President Street, Johannesburg, on Monday, the 18th day of June, 1945, at 11.15 a.m., for the purpose of transacting any business which may be transacted at an Ordinary General Meeting. By Order of the Board.—African and European Investment Company, Limited, Secretaries, per B. E. Humphrey, Lewis and Marks Building, 65 President Street, Johannesburg, 23rd May, 1945. 3785—1

In the Insolvent Estate of D. A. SAGAR, Boarding-house Proprietress (No. 8777).

The following immovable property in the above Estate will be sold by public auction at noon, on Tuesday, the 19th June, 1945, at our mart, Church Square, Grahamstown:—

The property Oakley House, Grahamstown, described as: (1) The remaining extent of Lot No. 41, part of Erf No. 47, measuring 14 square roods 124 square feet; and (2) part of Erf No. 47, measuring 31 square roods 96 square feet, situate in the Municipality of the City of Grahamstown, Division of Albany.

Stanley J. Dold, Auctioneers, Grahamstown. 3688—1

ERECTUS (EIENDOMS), BEPERK.

KENNISGEWING.

Kennisgewing geskied hiermee dat op 'n Vergadering van die Maatskappy Erectus (Eiendoms), Beperk, gehou op 7 Mei 1945, 'n spesiale besluit geneem is om die Maatskappy vrywillig te likwideer.—Erectus (Eiendoms), Beperk, Kamer No. 324, Derde Vloer, Groote Kerkgebou, Adderleystraat, Kaapstad. 3658—1

MAFEKING AND DISTRICT STOCKFAIRS (PTY.), LTD.

Notice is hereby given that at an Extraordinary Meeting of the above Company, held on the 21st May, 1945, it was resolved that the Company be wound up voluntarily, under Section 160 (*b*) of Act No. 46 of 1926, and that Reginald Kelly be appointed Liquidator.—R. Kelly, Liquidator. 3739—1

Insolvent Estate HANS ALFRED MELDAL-JOHNSEN.

Notice is hereby given that the assets in the Insolvent Estate of Hans Alfred Meldal-Johnsen, a farmer, of Misgund, in the District of Humansdorp, Cape Province, will be sold at Public Auction on the said farm Misgund, at 10 a.m., on Saturday, the 16th June, 1945.

Further particulars from: W. T. Jones, Trustee, Main Street, Humansdorp; or Malan and Hugo, Auctioneers and Sworn Appraisers, Main Street, Humansdorp. 3694—1

SOMERSET BUDGET CO., LIMITED.

NOTICE TO CREDITORS.

(Pursuant to Section 160*ter* of the Companies Act, No. 46 of 1926, as amended.)

Notice is hereby given that a Special General Meeting of Shareholders of the Somerset Budget Company, Limited, will be held at the Company's Offices at 51n Charles Street, Somerset East, on Saturday, 30th June, 1945, at 3 p.m., for the purpose of passing a Special Resolution:—

"That the Company be wound up voluntarily."

And in the event of the said Resolution being passed, of appointing a Liquidator for the purpose of such winding up and of fixing his remuneration.

Notice is further given, pursuant to Section 160*ter* of the Companies Act, No. 46/1926, as amended, that a Meeting of Creditors of the Company will be held at the Company's Offices at 51n Charles Street, Somerset East, at 3.30 p.m., on Saturday, 30th June, 1945, for the purposes required by the said Section.—F. J. Kroetze, Secretary. 3798—1

GRIQUALAND WEST LOAN, TRUST AND AGENCY COMPANY, LIMITED.

SHAMVA ILEX GOLD MINING COMPANY, LIMITED (in Voluntary Liquidation) (No. K.C. 24).

Notice is hereby given, in terms of Section 139 (2) of the Companies Act, 1926 (as amended), that the Second and Final Liquidation and Distribution Account was duly confirmed by the Assistant Master of the Supreme Court on the 23rd May, 1945, and the Final Dividend is now in course of payment. Dated 28th May, 1945.—D. P. Veary, Liquidator, 15 Stockdale Street, Kimberley. 3779—1

LOST DEED OF TRANSFER.

Notice is hereby given that I intend applying for a certified copy of Deed of Transfer No. 8630, dated 19th August, 1938, passed by the Executors Testamentary of the Estate of the late Chemach Tommi Touyz in favour of Hyman Touyz, in respect of—

(1) certain piece of quitrent land (payment of quitrent abolished under Act No. 54 of 1934), situate in the Division of Jansenville, being Lot D of the farm Blaauwkrantz West, measuring 13 morgen 350 square roods;

(2) certain piece of quitrent land (payment of quitrent abolished under Act No. 54 of 1934), situate as above, being Lot F of the farm Blaauwkrantz East, measuring 450 square roods;

(3) certain piece of quitrent land (payment of quitrent abolished under Act No. 54 of 1934), situate as above, being the remaining extent of the farm Blaauwkrans, measuring 995 morgen 556 square roods 36 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Cape Town, within three weeks from the last publication of this notice. Dated at Graaff-Reinet, this 28th day of May, 1945.—K. Wiley, Attorney for Applicant, Graaff-Reinet. 3800—1

CANCELLATION OF ENTRY OF LOST BOND.

Notice is hereby given that we intend applying for cancellation of the entry in the Debt Register relating to Mortgage Bond No. 6353, dated 29th July, 1929, passed by Angela Hester Koch (born Kets), formerly Hofmeyr, married out of community of property to Samuel August Koch, in favour of Edward Henry Holmes, for the sum of £600, hypothecating—

(1) the remaining extent of certain piece of redeemed quitrent land, a part of Lot No. 55, situate in the Cape Division, measuring as such two (2) morgen three hundred and fifty-seven (357) square roods;

(2) certain piece of land, being the remaining extent of Lot M, part of portion of Lot No. 55, situate at Kuils River, in the Cape Division, measuring as such one (1) morgen two hundred and nine (209) square roods one hundred and nine (109) square feet.

And all persons having objection to the cancellation of the entry in the Debt Register relating to the said Bond are hereby required to lodge same, in writing, with the Registrar of Deeds at Cape Town, within three (3) weeks from the last publication of this notice. Dated at Bellville, this 26th day of May, 1945.—Hofmeyr & Marquard, Applicant's Attorneys, 26 Voortrekker Road, Bellville. 3740—1

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 6937, of 8th July, 1938, passed by Yda Maria Magdalena Pretorius (born Pretorius) in her capacity as Executrix Testamentary in the Estate of the late Pieter Jacobus Pretorius, and individually, in favour of Arthur Harold de Wet Budler, and conveying—

(1) certain piece of quitrent land (payment of which quitrent has been abolished in terms of Act No. 54 of 1934), being the remaining extent of certain piece of quitrent land situate in the Division of Tarka, portion of the quitrent place Hartfontein, measuring as per remaining extent 707 morgen 541 and 5/10ths square roods;

(2) certain piece of quitrent land (payment of which quitrent has been abolished in terms of Act No. 54 of 1934), being part of the quitrent place Hartfontein, situate in the Division of Tarka, measuring 997 morgen 163 square roods;

(3) certain piece of quitrent land (payment of which quitrent has been abolished in terms of Act No. 54 of 1934), being the remaining portion of the quitrent farm Elandsfontein, situate as above, measuring 1,501 morgen 284 square roods.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Cape Town, within three weeks of the last publication of this notice. Dated at Cape Town, this 25th day of May, 1945.—Syfret, Godlonton & Low, Applicant's Attorneys, 42 Burg Street, Cape Town. 3731—1

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of ELLICE MILLER (born COLE), married out of community of property to RONALD HERBERT MILLER, of the farm Tweefontein, District of Mount Currie, to sell, as from 1st June, 1945, the hotel business known as the MOUNT AYLIFF HOTEL, and at present carried on by her on Lot No. 88, Mount Ayliff, East Griqualand, to ANDRIES ADRIAAN LAUBSCHER, of Mount Ayliff. Dated at Kokstad, this 26th day of May, 1945.—Elliot & Walker, Attorneys for the Parties, Kokstad. 3777—1-8

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY (Incorporated by Act of Parliament in the Union of South Africa), Mutual Buildings, Darling Street, Cape Town.

Policy No. 368014, for £500, dated 27th May, 1938, on the life of DAVID BENJAMIN NAUDÉ (Jun.), the property of Estate late BENJAMIN NAUDÉ (Sen.).

Notice is hereby given that evidence of the loss or destruction of the Policy has been submitted to the Society, and any person in possession of the Policy or claiming to have any interest therein, should communicate immediately by registered post with the Society. Failing any such communication a certified copy of the Policy (which shall be the sole evidence of the contract) will be issued to the owner.—C. Cosmo Monkhouse, General Manager. 3746—1

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY (Incorporated by Act of Parliament in the Union of South Africa), Mutual Buildings, Darling Street, Cape Town.

Policy No. 398328, for £1,500, dated 28th September, 1939, on the life of JOHN GORDON SHOLTO DOUGLAS, the property of JOHN GORDON SHOLTO DOUGLAS.

Notice is hereby given that evidence of the loss or destruction of the Policy has been submitted to the Society, and any person in possession of the Policy or claiming to have any interest therein, should communicate immediately by registered post with the Society. Failing any such communication a certified copy of the Policy (which shall be the sole evidence of the contract) will be issued to the owner.—C. Cosmo Monkhouse, General Manager. 3776—1

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY (Incorporated by Act of Parliament in the Union of South Africa), Mutual Buildings, Darling Street, Cape Town.

Policy No. 450485, for £300, dated 9th July, 1942, on the life of EMILY LOUW, the property of EMILY LOUW.

Notice is hereby given that evidence of the loss or destruction of the Policy has been submitted to the Society, and any person in possession of the Policy or claiming to have any interest therein, should communicate immediately by registered post with the Society. Failing any such communication a certified copy of the Policy (which shall be the sole evidence of the contract) will be issued to the owner.—C. Cosmo Monkhouse, General Manager. 3666—1

THE JUNCTION EXPLORATION AND AGRICULTURAL ASSOCIATION, LIMITED.

LOST SCRIP.

Notice is hereby given, in terms of Section 3 of Ordinance No. 13 of 1846 (Cape), that application has been made to the Directors of the above Company for fresh Certificates of Shares Nos. 37 and 38, in the Capital Stock of the above Company, registered in the name of Salomon Haem Coronel, on the ground that the originals have been lost or destroyed, and that, should no objection be lodged at the Company's office by the 29th June, 1945, the said fresh Certificates will be issued. Dated at Kimberley, this 1st day of June, 1945.—T. Bawden, Secretary, 4 Market Street, Kimberley. 3772—1

VERLORE POLIS.

Naam en Adres van Versekeraar: SUID-AFRIKAANSE NASIONALE LEWENS ASSURANSIE MAATSKAPPY, BEPERK, Hoofkantoor, Waalstraat 28, Kaapstad.

Polis No. 226822, vir £500, gedateer 1 Januarie 1941, op die lewe van ARNOLDUS JOHANNES DE JAGER, en die eiendom van ARNOLDUS JOHANNES DE JAGER.

Hierby word bekendgemaak dat bewys aan die versekeraar gelewer is van die verlies of vernietiging van hierdie Polis, en enigeen wat in besit van die Polis is, of aanspraak maak dat hy enige belang daarin het, moet onmiddellik per geregistreerde brief met die versekeraar in verbinding tree. By gebreke van so'n mededeling, sal 'n gewaarmerkte afskrif van die Polis (wat die enigste bewys van die kontrak sal wees) aan die eienaar uitgereik word.—M. S. Louw, Mede-hoofbestuurder en Aktuaris. 3736—1

VERLORE POLIS.

Naam en adres van Versekeraar: SUID-AFRIKAANSE NASIONALE LEWENS ASSURANSIE MAATSKAPPY, BEPERK, Hoofkantoor: Waalstraat 28, Kaapstad.

Polis No. 258555, vir £1,000, gedateer 1 Maart 1943, op die lewe van GABRIEL DE JAGER, en die eiendom van GABRIEL DE JAGER.

Hierby word bekendgemaak dat bewys aan die Versekeraar gelewer is van die verlies of vernietiging van hierdie Polis, en enigeen wat in besit van die Polis is, of aanspraak maak dat hy enige belang daarin het, moet onmiddellik per geregistreerde brief met die Versekeraar in verbinding tree. By gebreke van so'n mededeling, sal 'n gewaarmerkte afskrif van die Polis (wat die enigste bewys van die kontrak sal wees) aan die eienaar uitgereik word.—M. S. Louw, Mede-hoofbestuurder en Aktuaris. 3737—1

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA, LIMITED (Incorporated in Victoria, Australia).

Notice is hereby given that evidence of the loss or destruction of Policy No. 288045, for £500, dated 22nd January, 1918, on the life of Khooshal Hansjee, and being the property of Khooshal Hansjee, has been submitted to the Association. Any person in possession of the Policy or claiming to have interest therein, should communicate immediately by registered post with the Association. Failing any such communication, a certified copy of the Policy (which will be the sole evidence of the contract) will be issued to the owner after a period of three months from date hereof.—N. V. de Kock, Manager for South Africa, National Mutual Building, Church Square, Cape Town, 16th May, 1945. 3710—1

LOST DEED OF TRANSFER.

Notice is hereby given that we intend applying for a certified copy of Deed of Transfer No. 4012, dated 30th April, 1940, passed by Jan Daniel Bernardus du Toit in favour of Lilian Dawe, a spinster, in respect of certain piece of abolished quitrent land, situate in the Municipality of the Strand, Division of Stellenbosch, being Lots Nos. 23 and 24 of Lots Nos. 9 to 24, Block J, portion of the Lochnerhoff Estate, measuring 69 square roods 64 square feet.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Cape Town, within three weeks from the last publication of this notice. Dated at Cape Town, this 19th day of May, 1945.—Clarke & Co., Applicant's Attorneys, 100 Long Street, Cape Town. 3686—1

THE NATIONAL MUTUAL LIFE ASSOCIATION OF AUSTRALASIA, LIMITED. (Incorporated in Victoria, Australia.)

Notice is hereby given that evidence of the loss or destruction of Policy No. 522102, for £1,000, dated 10th September, 1931, on the life of Samuel Wies (deceased), and being the property of the late Samuel Wies, has been submitted to the Association. Any person in possession of the Policy or claiming to have interest therein, should communicate immediately by registered post with the Association. Failing any such communication, a certified copy of the Policy (which will be the sole evidence of the contract) will be issued to the owner after a period of three months from date hereof.—N. V. de Kock, Manager for South Africa, National Mutual Building, Church Square, Cape Town, 18th May, 1945. 3711—1

VERLORE AKTE VAN TRANSPORT.

Hiermee word kennis gegee dat Isabella Fredrika Conradie gebore Swanepoel), gehuud buite gemeenskap van goedere met Johannes Conradie, voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Transport No. 1378, gedateer 15 Februarie 1939, gegee deur Johannes Conradie ten gunste van gesegde Isabella Fredrika Conradie (gebore Swanepoel) ten aansien van seker stuk grond gemerk No. 193, gelee in die munisipaliteit en afdeling van Richmond, groot 150 vierkante roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Kaapstad, binne drie weke na die laaste publikasie van hierdie kennisgewing. Gedateer te Kaapstad, op hede die 23ste dag van Mei 1945.—MacCallum & Co., Prokureurs vir Applikant, 85 St. George's-straat, Kaapstad. 3707—1

LOST DEED OF TRANSFER.

Notice is hereby given that I intend applying to the Registrar of Deeds in Cape Town, for a certified copy of the Deed of Transfer No. 9263, made on the 3rd day of December, 1931, by Frederick Beecher Steer in favour of the Trustees for the time being of the Volkskerk van Afrika, whereby was conveyed certain piece of perpetual quitrent land now known as Jonker's Dam; being the Lot numbered 41, in Block A of the allotments laid out on the Cape Flats, in the Cape Division, measuring fifty (50) morgen.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds in Cape Town, within a period of three weeks from the last publication of this notice. Dated at Cape Town, on this the 22nd day of May, 1945.—Fred. B. Steer, the Junior, Conveyancer for Applicants. 3687—1

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that CORNELIS JOHANNES KRIEK, trading as a general dealer and retail butcher on Erf No. 47, Church Street, Herbertsdale, intends to dispose of his business ness to JOSEF CLAASSEN, of Moeras Rivier, District of Oudtshoorn, who will, as from the 1st July, 1945, carry on the said business for his own account and benefit. Dated at Mossel Bay, this 25th day of May, 1945.—Miller & Moodie, Attorneys for Seller, P.O. Box 83, Church Street, Mossel Bay. 3780—1-8

Buy Union Loan Certificates

SALE IN EXECUTION.
(WITHOUT RESERVE).

In the matter of A. W. HARRISON & A. S. POTTER, *versus* E. T. BALA (No. 91/44).

In execution of the judgment of the Magistrate's Court for the District of Butterworth, in the above matter, a sale will be held in front of the Magistrate's Court, Butterworth, on Saturday, 23rd June, 1945, at 10 a.m., of the following immovable property of the Defendant, to wit:—

(1) The quitrent land Lot No. 9, Teko Location, in the District of Butterworth, Transkei, measuring 32 (thirty-two morgen) 300 (three hundred) square roods.

(2) The quitrent land Lot No. 9A of the commonage of the Immigrant Location called Teko, in the District of Butterworth, Transkei, measuring 128 morgen 17 square roods.

(3) Lots Nos. 308 of Block O, and 406 of Block T, in the Municipality and District of Butterworth, Transkei, measuring 81 square roods 36 square feet, and 169 square roods and 125 square feet respectively.

CONDITIONS (*inter alia*) OF SALE.

1. Sale to be subject to the terms and conditions of the Title Deeds, the Proclamation No. 145 of 1923, and any law relative thereto. Purchaser taking all risks.

2. Purchase price to be paid in cash immediately after sale.

3. Purchaser to pay all costs of transfer and transfer dues.

4. The Messenger of Court shall not be liable or responsible for arrear rates, damage, deficiency, delivery, error of description, or pointing out the boundaries, pegs or beacons.—L. C. Havenga, Messenger of the Court, Butterworth, 15th May, 1945. 3538—25-1

NOTICE OF INTENTION TO CHANGE NAME.

I, BENJAMINA SMARTINA ALLERS, residing at Worcester, C.P., and employed as a staff nurse in the Worcester Hospital, intend to apply to the Governor-General for authority, under Section 9 of Act No. 1 of 1937, to assume the surname of LE ROUX, for the reason that my mother died in giving birth to me and three months thereafter I was adopted, with my father's consent, by Mr. and Mrs. PIETER DU PRE LE ROUX, presently of Hankey, District Humansdorp, who reared me and brought me up as a child of their own. All my life I have regarded Mr. and Mrs. LE ROUX as my true parents, and to everyone I have always been known by the surname of LE ROUX. It was only on embarking on a nursing profession that I realized the necessity of having my assumed identity properly established hence this apparently belated notice of application to change my name.

Any person who objects to my assumption of the said name of BENJAMINA SMARTINA LE ROUX should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate of Worcester.—B. S. Allers, 22nd May, 1945. 3690—1-8-15-22

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that HERBERT ARTHUR DE VALLE, trading at 104 York Street, George, Cape Province, under the style or firm of THE GEORGE FISHERIES AND PROVISION STORE, intends to sell the said business to HERBERT STANLEY SEALE, who will, as from the 1st July, 1945, conduct the said business under the same style or firm for his own benefit. Dated at George, Cape Province, this 19th day of May, 1945.—Raubenheimer & Hartnady, Attorneys for the Parties, Hibernia Street, George. 3656—1-8

IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Districts Local Division and East London and Komgha Circuit Local Division).

To ELIZABETH MAGDALENA MARGARETHA SCHROEDER, formerly ERASMUS (born SNYMAN), formerly of East London, whose present whereabouts are unknown.

Take notice that by citation and interdict issued from and filed in the office of the Registrar of the Supreme Court of South Africa (Eastern Districts Local Division) at Grahamstown, you have been cited to cause an appearance to be entered on or before the 7th day of July, 1945, with the Clerk of the Magistrate's Court, District of East London, Cape Province, and in the event of your failing so to enter appearance the action in which FERDINAND GUSTAVE SCHROEDER, hereinafter called the Plantiff, claims (1) an Order calling on you to restore conjugal rights to Plaintiff, and failing compliance therewith (2) a decree of divorce by reason of your malicious desertion; (3) forfeiture by you of all benefits arising from the marriage in community; and (4) alternative relief; will be set down for trial at the next ensuing Circuit to be held at East London during August and September, 1945 (the date of the sitting of this Circuit will be promulgated in the *Government Gazette* in due course).

Take notice that the Plaintiff has appointed the offices of Attorney J. A. Yazbek, of 1-5 Oxford Chambers, Oxford Street, East London, at which he will accept notice and service of all process in these proceedings, and that you are required, if you decide to defend the proceedings, to appoint some place within one mile of the Court at East London, at which you will accept notice and service of all process in these proceedings. Dated at Grahamstown, this 23rd day of May, 1945.—F. J. Roos, Registrar, Supreme Court of South Africa (Eastern Districts Local Division), Grahamstown. (Espin & Espin, Plaintiff's Attorneys, 96/98 High Street, Grahamstown.) 3683—1

SALE OF BUSINESS.

Notice is hereby given, pursuant to the provisions of Section 34 (1) of Act No. 24 of 1936, that the mineral water factory business carried on by LAWRENCE WESLEY HURWORTH SPARKS under the style of THE ADELAIDE MINERAL WATER FACTORY, in the premises on Erf No. 157, Adelaide, has been sold to HERBERT ROCHFORD NILAND, who will, as and from 4th June, 1945, conduct the said business for his sole account and benefit. Dated at Adelaide, this 23rd day of May, 1945. Hendrikz & De Klerk, Attorneys for Parties, P.O. Box 20, Adelaide. 3693—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that DAVID ESPLIN FRANCIS McNAUGHTON, presently carrying on a chemist's and druggist's business at 73a Cape Road, Port Elizabeth, under the style or firm of JAMES & CO., intends to dispose on the 30th day of June, 1945, of the goodwill and assets of the said business to JAMES SUTHERLAND DAVIDSON, who will, as from the 1st day of July, 1945, carry on the said business at the same premises under the style of J. S. DAVIDSON, for his own account and benefit, subject to the Municipality of City of Port Elizabeth agreeing to the transfer of the druggist's and general dealer's licences held in respect of the said business to the said JAMES SUTHERLAND DAVIDSON. Dated at Port Elizabeth, this 25th day of May, 1945.—Chabaud, Oosthuizen & Hazell, Attorneys for the Parties. 3701—1-8

UITENHAGE BOARD OF EXECUTORS AND TRUST COMPANY, LTD.

NOTICE TO SHAREHOLDERS.

Notice is hereby given that the Eightieth Annual General Meeting of Shareholders will be held in the Board's Offices, 1 Church Street, Uitenhage, on Monday, 25th June, 1945, at 12 o'clock noon.

BUSINESS.

1. To receive the Annual Report of Directors and Statements made up to the 30th April, 1945.

2. To elect two Directors in the place of Messrs. Casparus Gerhardus Schutz and Gordon Dolley, who retire by rotation but are eligible and have been duly nominated for re-election.

3. To confirm the interim appointment of Mr. Henry William Inggs to fill the vacancy on the Directorate caused by the resignation of Mr. James Gibb.

4. To elect two Auditors for the ensuing year.—H. W. Bates, Chairman, Board's Offices, 1 Church Street, Uitenhage, 22nd May, 1945. 3689—1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that DAVID ESPLIN FRANCIS McNAUGHTON, presently carrying on a chemist's and druggist's business at 151 Russell Road, Port Elizabeth, under the style or firm of JAMES & CO., intends to dispose on the 30th day of June, 1945, of the goodwill and assets of the said business to WILFRID JOHN McGIVERN, who will, as from the 1st day of July, 1945, carry on the said business at the same premises under the style of W. J. McGIVERN, for his own account and benefit, subject to the Municipality of the City of Port Elizabeth agreeing to the transfer of the druggist's and general dealer's licence held in respect of the said business to the said WILFRID JOHN McGIVERN. Dated at Port Elizabeth, this 25th day of May, 1945.—Chabaud, Oosthuizen & Hazell, Attorneys for the Parties. 3702—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that DAVID ESPLIN FRANCIS McNAUGHTON, presently carrying on a chemist's and druggist's business at the corner of Lawrence and Clyde Streets, Port Elizabeth, known as 18 Lawrence Street, under the style or firm of JAMES & CO., intends to dispose on the 30th day of June, 1945, of the goodwill and assets of the said business to JAMES CHREE, who will, as from the 1st day of July, 1945, carry on the said business at the same premises, under the style of JAMES CHREE, for his own account and benefit, subject to the Municipality of the City of Port Elizabeth agreeing to the transfer of the said druggist's and general dealer's licences held in respect of the said business to the said JAMES CHREE. Dated at Port Elizabeth, this 25th day of May, 1945.—Chabaud, Oosthuizen & Hazell, Attorneys for the Parties. 3703—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of AMINA KAGEE, born BEANGHIE, to dispose of her general dealer's and fresh produce dealer's business, known as A. KAGEE, carried on by her at 153 Voortrekker Road, Parow, to and in favour of SHAIK MAHMOOD. Dated at Bellville, this 23rd day of May, 1945.—Templeman, MacDonald & Conradie, Attorneys for the Parties, 135 Main Road, Bellville. 3714—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that DAVID ESPLIN FRANCIS McNAUGHTON, presently carrying on a chemist's and druggist's business at 256 Walmer Road, Port Elizabeth, under the style or firm of JAMES & CO., intends to dispose on the 30th day of June, 1945, of the goodwill and assets of the said business to HENRY JERMYN OWGAN, who will as from the 1st day of July, 1945, carry on the said business at the same premises under the style of H. J. OWGAN, for his own account and benefit, subject to the Municipality of the City of Port Elizabeth agreeing to the transfer of the druggist's and general dealer's licence held in respect of the said business to the said HENRY JERMYN OWGAN. Dated at Port Elizabeth, this 25th day of May, 1945.—Chabaud, Oosthuizen & Hazell, Attorneys for the Parties. 3704—1-8

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that RACHEL GELFAND intends to dispose of her general dealer's business, carried on at Main Road, Wynberg, under the style of SOL GELFAND, to and in favour of ISAAC BERGMAN. Dated at Cape Town, this 7th day of May, 1945.—Jos. M. Cohen, Attorney for the Parties, 28 Parliament Street, Cape Town. 3348—1

TRANSFER OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that THOMAS ANDREW RALPH BROWN intends selling and transferring the hotel business, with accompanying licences, at Arniston, in the District of Bredasdorp, to HERBERT ARTHUR MAYNE. Dated at the Strand, this 22nd May, 1945.—Chas. L. Murray, Attorney for the Parties. 3697—1-8

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that JAINODIEN ALLIE, carrying on business as a general dealer at 138 Hugo Street, Elsies River, intends to dispose of his said business, including the stock, fixtures and fittings and goodwill thereof, to MUDURAMUTHOO POONSAMY NAIDOO. Dated at Cape Town, this 1st day of June, 1945.—J. J. Glick & Co., Attorneys for the Parties, Empire House, Plein Street, Cape Town. 3712—1-8

SALE OF BUSINESS.

Notice is hereby given that FRANS ENGELBERTUS CLAASSEN, carrying on business as general dealer at Lot No. 264, Strathsomers Estate, and at Lot No. 59, Klaas Kraal, West Bank, Kirkwood, District Uitenhage, intends disposing of his said business to CORNELIA ELIZABETH SOPHIA MARTIN COMBRINK (born DE LANGE), who will henceforth carry on therewith for her own account and benefit.—C.E. Basson, Attorney for the Parties, P.O. Box 22, Kirkwood, C.P. 3691—1-8

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that ELISE CHARLOTTE ADOLFINE HOCKEY intends disposing of her general dealer's business and fresh produce dealer's business, situate at corner Second Avenue and Kommetjie Road, Fish Hoek, to SIDNEY SAMUEL CLEWS. Dated at Wynberg, on this the 25th day of May, 1945.—Buchanan & Berman, Attorneys for Applicant, Main Road, Wynberg. 3735—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that AISA PARKER has disposed of her general dealer's business at Wetton Road, Yorkshire Estate, Lansdowne, to DAVID PACHTER, with effect from 1st day of June, 1945. Dated at Wynberg, this 1st day of June, 1945.—J. L. Feinberg, Attorney for Parties, Calder's Chambers, Main Road, Wynberg. 3726—1-8

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given taht the partnership hitherto existing between JOHN STANLEY VAN DER BERG, DIRK JOHANNES VAN DER BERG and ARTHUR JORDAN VAN DER BERG, carrying on busines as timber merchants, sawmillers, etc., at 21 Main Street, Paarl, under the style of VAN DER BERG BROTHERS, has been dissolved by mutual consent as and from the 22nd day of May, 1945. The said DIRK JOHANNES VAN DER BERG and ARTHUR JORDAN VAN DER BERG have retired from the partnership, and the said business, together with the assets and liabilities attaching thereto, have been taken over by the said JOHN STANLEY VAN DER BERG, who will continue to carry on the same for his own benefit and account, under the style of VAN DER BERG BROTHERS, at the same address. Dated at Paarl, this 22nd day of May, 1945.—Faure & Faure, Attorneys for the Parties, 210 Main Street, Paarl. 3738—1-8

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given that the partnership existing between CHARLES SEGALL and PIETER STEPHANUS EVELYN BEKKER, under the name of SEGALL & BEKKER, has been dissolved as from the 1st June, 1945, and that CHARLES SEGALL will continue trading under his own name for his own account.—Douglas & Botha, Attorneys for the Parties, Aliwal North. 3720—1-8

OORDRAG VAN BESIGHEID.

Kennisgewing geskied hiermee kragtens Artikel 34 van Wet No. 24 van 1936, dat die besigheid wat gedryf word deur BEJMAMIN JOHAN GERBER en WILLEM JOHANNES MOUTON te Stella, afdeling van Vryburg, onder die naam of styl van GERBER & MOUTON, vanaf 1 Julie 1945 oorgemaak word aan SAREL JACOBUS VAN DER WALT en JOHANNES HURTER VAN ZYL, wat vanaf daardie datum die gesegde besigheid op dieselfde plek vir en ten behoewe van hulleself sal dryf, onder die naam van STELLA HANDELSHUIS. Gedateer te Vryburg, hierdie 25ste Mei 1945.—S. J. van der Walt, J. H. van Zyl, Stella, distrik Vryburg. 3718—1-8

ONTBINDING VAN VENNOOTSKAP.

Kennisgewing geskied hiermee dat PAUL STEPHANUS MEIRING, HENDRIK WILLEM TERBLANCHE en PETRUS JOHANNES TERBLANCHE, wat besigheid dryf as algemene handelaars te Bonnievale, distrik Swellendam, onder die naam van MEIRING EN TERBLANCHE, hulle gesegde vennootskap op 30 April 1945 ontbind het, en dat die bates van die gesegde vennootskap tussen hulle gelykop verdeel is.

Kennisgewing geskied verder, dat die gesegde PAUL STEPHANUS MEIRING voortaan op Bonnievale, vanaf 1 Mei 1945, die besigheid van algemene handelaar dryf vir sy eie rekening en dat die gesegde HENDRIK WILLEM TERBLANCHE en PETRUS JOHANNES TERBLANCHE, vanaf laasgemelde datum, in vennootskap en onder die naam GEBROERS TERBLANCHE, vir hulle eie rekening 'n dergelike besigheid op Bonnievale voortsit.—Warren, Smith & White, Prokureurs vir die Partye, Posbus 41, Robertson, 15 Mei 1945. 3501—25-1

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that JACK BERNARD BERGER, trading as WINNIE WALKER, of 145 Adderley Street, Port Elizabeth, intends selling and transferring the said business to WINNIE WALKER (PTY.), LTD., who will trade under that name at the aforementioned address, with effect from the 1st July, 1945. Dated at Port Elizabeth, this 1st day of June, 1945.—Luntz & Kaplan, Attorneys for the Parties, 1 Aegis Buildings, Main Street, Port Elizabeth. 3734—1-8

DISSOLUTION OF PARTNERSHIP.

Notice is hereby given that the partnership heretofore carried on between ORESTE FRANCESCO FREDERICO NANNUCCI, VITTORIO FEDELE ANTONIO NANNUCCI and KENNETH THOMAS STARKE, under the style or firm of KENNETH STARKE & CO., farmers, at Kuils River, C.P., was dissolved on the 31st March, 1945, and that as and from the 1st April, 1945, the said KENNETH THOMAS STARKE will carry on the said business for his own account and benefit, at the same address. Dated at Cape Town, this 23rd day of May, 1945.—Buchanan & Boyes, Attorneys for Parties. 3705—1

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that LAMBROS GEORGIADES, trading under the style of W. R. DICK, as baker and grocer, at Station Road, Mafeking, intends to dispose of the business to PETER BACACHELOS, and that he will thereafter carry on the said business at the same address and for his own account and benefit. Dated at Mafeking, this 1st day of June, 1945.—Hill & Fraenkel, Attorneys for the Parties, P.O. Box 53, Mafeking. 3681—1

NOTICE.

I, the undersigned, MANUEL RODRIGUES BAIROS, do hereby give notice to all concerned that I cancel all wills, powers of attorney or other similar documents that may have been signed by me since 1st January, 1945. Any persons in possession of any such documents is requested to return it to me at P.O. Box 2621, Cape Town.—M. R. Bairos, P.O. Box 2621, Cape Town. 3680—1

TRANSFER OF LICENCE.

Notice is hereby given that fourteen days after publication hereof application will be made to the Heidelberg (C.P.) Municipality for a certificate authorising the transfer of the general dealer's licence held by HENDRIK JOHANNES ALBERTUS VAN EEDEN, in respect of the premises situate at Erf No. 5, Fourie Street, Heidelberg, C.P., to and in favour of PERCIVAL DU PREEZ, as from 1st July, 1945. Dated at Heidelburg, C.P., this 22nd day of May, 1945.—J. J. N. Swart, Branch Manager, Caledon and South-Western Districts Board of Executors, Ltd., Agent for Applicant, P.O. Box 3, Heidelberg, C.P. 3695—1

APPLICATION FOR LICENCE.

Notice is hereby given that fourteen days after the publication of this notice application will be made to the Village Management Board of Kentani for a certificate authorising the issue of (1) general dealer's licence, (2) butcher's licence, (3) native eating-house licence, to WILLIAM VIVIAN EWELS, in respect of premises situate on Erf No. 66, Silver Street, Kentani. Dated at Kentani, this 21st May, 1945.—F. J. Swan, Attorney for Applicant, P.O. Kentani. 3659—1

THE ALIENS ACT, 1937.

NOTICE OF INTENTION TO CHANGE NAME.

I, ERIC JOSEPH HOLZ, residing at 57 High Level Road, Green Point, Cape Town (formerly of The Ridge, Constantia Nek, Cape), and carrying on business as a company director, intend to apply to the Governor-General for authority, under Section 9 of the Aliens Act, 1937, to assume the surname of HOLT, for the reason that being a British subject by naturalisation, it embarrasses me to bear a German name, and in addition there is the difficulty of spelling the name both in English and in Afrikaans.

Any person who objects to my assumption of the said name of HOLT should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate of Wynberg, Cape.—Eric Joseph Holz, 7th May, 1945. 3339—18-25-1-8

THE ALIENS ACT, 1937.

NOTICE OF INTENTION TO CHANGE NAME.

I, JOHN PETER SEPTEMBER, residing at Klip Road, Grassy Park, Plumstead, Cape Province, and employed as a carpenter at Dock Yard, Simonstown, Cape Province, intend to apply to the Governor-General for authority, under section *nine* of the Aliens Act, 1937, to assume the surname of GRAHAM for the reason that I have been known by the surname GRAHAM at my place of employment and elsewhere for the last six years, and it would prevent any confusion if my surname were changed to GRAHAM.

I previously bore no other name than that by which I am now known.

I also intend to apply for authority to change the surname of my wife MATILDA ELIZABETH SEPTEMBER (born Rothwell) to MATILDA ELIZABETH GRAHAM, and also my minor children, MATILDA ELIZABETH SEPTEMBER, IRIS HELENE SEPTEMBER, THELMA DOREEN SEPTEMBER, EDNA JOAN SEPTEMBER, HILDA PATRICIA SEPTEMBER, SYLVIA EDNA SEPTEMBER, DOUGLAS JOHN SEPTEMBER, DERICK SEPTEMBER, DELISE SEPTEMBER and BERTRAM BENJAMIN SEPTEMBER.

Any person who objects to our assumption of the said name of GRAHAM should as soon as may be lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate of Wynberg, Cape Province.—J. P. September, 1st May, 1945. 3234—11-18-25-1

CLEGHORN & HARRIS, LIMITED.

(Incorporated in the Union of South Africa.)

Notice is hereby given that the Preference Share Transfer Register of the Company will be closed for Dividend purposes for the period 17th to 30th June, 1945, both days inclusive. By Order of the Board.—D. G. Goodchild, Secretary, Cape Town, 1st June, 1945. 3732—1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 (1) of Act No. 24 of 1936, that ELSIE MARIA GOLDER (born MARAIS) intends alienating the business known as BRENTWOOD NURSING HOME at Fir Avenue, Sea Point, Cape, to and in favour of DAPHNE WINIFRED WILSON, spinster, who will carry on the said business under the style of SEA POINT NURSING HOME, at the same address. Dated at Cape Town, this 14th day of May, 1945.—T. H. Snitcher, Kahn & Company, Attorneys for the Parties, Kimberley House, Greenmarket Square, Cape Town. 3544—25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that ABDULLAH OMAR intends disposing of his general dealer's and fresh produce business, carried on at corner Brisbane and Perth Roads, Wynberg, to ABDULLA ISHMAIL HARNEKER, who will carry on business at the same address under his own name, as from the 2nd July, 1945. Dated at Cape Town, this 19th May, 1945.—Harry Solomon & Partner, Attorneys for the Parties, 48 St. George's Street, Cape Town. 3595—25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that VANDA MABEL HIBBS and MARY STEWART CRAIG KINLOCH, trading as DANA GOWNS at 15 Chester House, West Street, Durban, intend to sell the said business to DOROTHY HANNAH (born HARRISON) and FLORENCE BETTY HARRISON, of Durban, Natal. Dated at Durban, this 15th day of May, 1945.—Henwood, Britter & Caney, Attorneys for the Parties, 51 Masonic Grove, Durban. 3557—25-1

NOTICE OF SALE OF BUSINESS.

The general dealer's business carried on by CHARLES ZIMAN as C. ZIMAN on Erf No. 181, in the Township of Paul-Pietersburg, has been sold to MAX MEYERS, as and from the 4th day of June, 1945. Dated at Paulpietersburg, this the 16th day of May, 1945.—Myburgh & Wessels, Agents for Parties, P.O. Box 1, Paulpietersburg. 3539—25-1

NOTICE.

Notice is hereby given that it is the intention of MAURICE and AARON BEARE to sell the business carried on by them and known as GLEN-ERIN PRIVATE HOTEL, Isipingo Beach, Natal, to GLADYS LOUISE SMITH. Dated at Durban, this 15th day of May, 1945.—H. L. Magid & L. S. Ditz, Attorneys for the Parties, Netherlands Bank Buildings, 335 Smith Street, Durban. 3500—25-1

MASTER'S SALES IN EXECUTION OF IMMOVABLE PROPERTY (S. 32/10).

In the matter of DURBAN CORPORATION, Plaintiff, and IYAKANNOO AND OTHERS, Defendants.

Notice is hereby given that the Plan of Distribution herein has been prepared and that it will lie for inspection at my office for a period of fourteen days from date of publication.—Geo. G. Haybittel, Master of the Supreme Court (Natal Provincial Division).

EKSEKUTARIALE VERKOPINGS VAN VASTE EIENDOM DEUR DIE MEESTER (S. 32/10).

In die saak DURBAN CORPORATION, Eiser, en IYAKANNOO EN ANDERE, Verweerders.

Kennisgewing geskied hiermee dat die Distribusie-skema in hierdie saak opgestel is en dat dit by my kantoor ter insage sal lê vir 'n tydperk van veertien dae vanaf die datum van publikasie.—Geo. G. Haybittel, Meester van die Hooggeregshof (Natal Provinsiale Afdeling). 3780—1

5s. Stamp defaced.

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division).

Durban, Monday, 28th May, 1945.

(Before the Honourable Mr. Acting Justice De Wet.)

In the matter of an application by GOOLAM MAHOMED RASOOL, Applicant, for the Compulsory Liquidation of SADAKS (PROPRIETARY), LIMITED, of 131 Berea Road, Durban, Respondent.

Upon the motion of Mr. R. V. Cooper, Counsel for the Applicant, and upon reading the affidavits and other documents filed of record,

It is Ordered:

(*a*) That a rule *nisi* be and is hereby issued calling on Sadaks (Proprietary), Limited, and any other persons concerned, to show cause if any, in the Natal Provincial Division of the Supreme Court of South Africa, at Pietermaritzburg, on the 12th day of June, 1945, why the said Sadaks (Proprietary), Limited, shall not be compulsorily wound up, and why the costs of this application should not be costs of the winding up.

(*b*) That service of this order be effected on the Respondent Company at its office, 131 Berea Road, Durban, and that the Order be advertised once in the *Union Government Gazette* and once in a daily newspaper circulating in Durban, such publications to take place not later than the 6th day of June, 1945. By Order of the Court.—T. H. Shepstone, Assistant Registrar, Supreme Court of S.A., Durban, Natal, 28th May, 1945. (Coulson & Elliott.) 3797—1

SALE IN EXECUTION.

(WITHOUT RESERVE.)

In the matter of certain Warrant of Execution against APPALASAMI.

In execution of the judgment of the Magistrate's Court for the District of Durban, in the above matter, a sale will be held in front of the Law Courts (Masonic Grove Entrance), Durban, on Saturday, 16th June, 1945, at 10 a.m., of the following immovable property of the Defendant, to wit:—

A certain piece of land, being remainder of Lot No. 84 of Lot No. 2F of Block E of the farm Sea View No. 845, situate in the City and County of Durban, Province of Natal, in extent 1 rood 39.803 perches.

CONDITIONS (*inter alia*) OF SALE.

1. Sale to be subject to the terms and conditions of the Title Deeds, the Magistrates' Courts Act, and any law relative thereto, purchaser taking all risks.
2. Purchase price to be paid in cash immediately after the sale.
3. The Purchaser to pay all costs of transfer and transfer dues.
4. The Messenger of Court shall not be liable or responsible for arrear rates, damage, deficiency, delivery, error of description, or pointing out the boundaries, pegs or beacons.—A. C. van Heerden, Messenger of Court, Durban. 3684—1-8

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that Mrs. ANN ROBERTSON and Miss JOYCE DONOVAN, both of Durban, have sold the goodwill, assets and stock-in-trade of the business known as HILDA AMAND BEAUTY PARLOUR, 121 Innes Road, Durban, to Mrs. DOREEN ENIED KOSTER, of Durban, as from the 1st June, 1945. Dated at Durban, this 16th day of May, 1945.—J. H. Wakefield, Agent for the Parties, Estate Agent and Business Broker, 6 Anglo-African House, Durban. 3546—25-1

SALE IN EXECUTION.

(WITHOUT RESERVE.)

In the matter of JOHANNES HENDRIK MULLER (Plaintiff), *versus* A. HABIB (PTY.), LIMITED (Defendant).

In execution of the judgment of the Supreme Court of South Africa (Natal Provincial Division), a sale will be held at Premises 84 Queen Street, Durban, on Thursday, the 14th day of June, 1945, at 10.30 a.m., of the following property of the Defendant, to wit:—

1 Office desk; 3 counters; 5 chairs; 2 typist's desks; 1 Underwood typewriter; 1 steel filing cabinet; quantity builder's materials; 4 electric saw benches, complete with electric motors, belting, shafting, etc.

A. L. Barns, Deputy-Sheriff, Durban, 26th May, 1945. 3778—1-8

SWORN APPRAISER.

ENTONJANENI DISTRICT, NATAL.

Notice is hereby given that HUGH THOMAS JAMES, of Ferncliffe Estate, Melmoth, Natal, has resigned his appointment as Sworn Appraiser for the District of Entonjaneni.—Geo. G. Haybittel, Master of the Supreme Court Natal Provincial Division), Pietermaritzburg, 25th May, 1945. 3699—1

SWORN APPRAISER.

CERTIFICATE OF APPOINTMENT.

By virtue of the authority vested in me by Section 10 of the Administration of Estates Act, 1913, I have appointed KENNETH ALFRED MACKENZIE, Esquire, of St. Elmo, P.O. Inhlavini, District Ixopo, to act as Sworn Appraiser for the Magisterial District of Ixopo.—J. P. W. Mountain, Acting Master of the Supreme Court, Office of the Master of the Supreme Court of South Africa (Natal Provincial Division), Pietermaritzburg, this 12th day of April, 1945. 3721—1

NOTICE.

(In terms of Section 43 of the Liquor Act, No. 30 of 1928.)

Notice is hereby given that at 11 a.m., on the 4th day of June, 1945, application will be made to the Magistrate at Ladysmith by EVAN CYRIL TOZER, of Ladysmith, for the temporary removal of the bottle liquor licence presently held by him in respect of premises known as 194 Murchison Street, Ladysmith, and situate on Sub. A of Erf No. 5, Block K, Ladysmith, which have been destroyed by fire, to premises known as 180 Murchison Street, Ladysmith, and situate on Sub. B of remainder of Erf No. 5, Block K, Ladysmith.

Any person wishing to oppose the temporary removal should lodge his objection and state his reasons therefor, in writing, to the Magistrate at Ladysmith, on or before the 3rd day of June, 1945.—Macaulay & Riddell, Applicant's Attorneys, P.O. Box 107, Ladysmith. 3796—1

SALE OF BUSINESS.

OTIMATI TRADING STORE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of BENJAMIN ERNEST NEWTON to dispose of the above business, carried on by him at Kearsney, North Coast, to GEORGE ALLEN MITCHELL. Dated at Durban, this 17th day of May, 1945.—Roy Lentin & Co., Agents for the Parties, Estate Agents and Business Specialists, 30 Britannia Buildings, West Street, Durban. 3670—1

UNION FLOUR MILLS, LTD.

The Share Transfer Register of the Company will be closed from the 4th to the 16th June, 1945, both days inclusive. By Order of the Board.—H. O. Bolton, Secretary, 28th May, 1945. 3801—1

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that MARIE MAGDALENE BEADSWORTH, carrying on business as PHILLIP'S TEAROOM, 183 Commercial Road, Pietermaritzburg, has disposed of the said business to ANNIE HANSON FRYER. Dated at Pietermaritzburg, this 23rd day of May, 1945.—D. L. McGillewie & Co., Solicitors for the Parties, P.O. Box 450, Pietermaritzburg. 3795—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given that it is the intention of GLADYS MAUD MAQUIRE to sell to LOUISA MILDRED RICHARDS the business known as ORRISDALE PRIVATE HOTEL, presently carried on by her at 220 Florida Road, Durban. Dated at Durban, this 22nd day of May, 1945.—Livingston, Doull & Dumat, Attorneys for the Parties, 10 Cato House, Smith Street, Durban. 3692—1-8

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that THOMAS STATON, trading as BARBECUE POULTRY SUPPLIES at 7 Murchie's Passage, Durban, intends to dispose of his business at the above address, to PARSIE ANTONIE MEHZER, of Durban, who will carry on the business in his own name, as from the 1st June, 1945. Dated at Durban, this 18th day of May, 1945.—J. H. Isaacs, Geshen & Co., Agents for the Parties, 48 Field Street, Durban. 3668—1-8

SALE OF BUSINESS.

THE BETTER-OLE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of ARTHUR NAT GOULD to dispose of the above business, carried on by him at 207 First Avenue, Durban, to AUDREY ALICE HARWOOD. Dated at Durban, this 25th day of April, 1945.—Roy Lentin & Co., Agents for the Parties, Estate Agents and Business Specialists, 30 Britannia Buildings, West Street, Durban. 3672—1

SALE OF BUSINESS.

COVENT GARDENS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of JOHANNES HERMAN WILLEM SCHAFER to dispose of the above business, carried on by him at 445 Manning Road, Durban, to SIDNEY JOHN NASH. Dated at Durban, this 2nd day of May, 1945.—Roy Lentin & Co., Agents for the Parties, Estate Agents and Business Specialists, 30 Britannia Buildings, West Street, Durban. 3673—1

SALE OF BUSINESS.

BANGS DELICACIES.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of CYRIL DAVIDSON to dispose of the above business, carried on by him at Stall 26, City Market, Durban, to HELEN FREEBORN. Dated at Durban, this 11th day of May, 1945.—Roy Lentin & Co., Agents for the Parties, Estate Agents and Business Specialists, 30 Britannia Buildings, West Street, Durban. 3674—1

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that JOHN HENRY STONE intends disposing of his business carried on at Sidubi Poort Trading Site, in the District of St. Marks, to JOSEPH DANIEL WIGGILL. Dated at Cofimvaba, this 17th May, 1945.—J. H. Walker & Son, Attorneys for the Parties. 3554—25-1

SALE OF BUSINESS.

STALL 31, CITY MARKET, DURBAN.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of HELEN FREEBORN to dispose of the above business, carried on by her, to ALICE HAY. Dated at Durban, this 12th day of May, 1945.—Roy Lentin & Co., Agents for the Parties, Estate Agents and Business Specialists, 30 Britannia Buildings, West Street, Durban. 3671—1

CHANGE OF NAME.

I, the undersigned, of Alpine Road, Springfield, Durban, hereby give notice that I intend to change my name.

I am registered in the office of the Protector of Indian Immigrants, Durban, as UMRAI, No. 48534/48535.

I now abandon this name and from henceforth will be known and designated by the name KALLU RAMSINGH.—Umrai (his × mark), 18th May, 1945. 3722—1

CHANGE OF NAME.

I, the undersigned, of 76 Boseiden Avenue, Mayville, Durban, hereby give notice that I intend to change my name.

I am registered in the office of the Protector of Indian Immigrants, Durban, as HARIPERSAD, No. 8756/8744/68269/68270.

I now abandon this name and from henceforth will be known and designated by the name DOOLUM RAMU DEEPANAND.—D. R. Deepanand, 17th May, 1945. 3723—1

THE ALIENS ACT, 1937.

NOTICE OF INTENTION TO CHANGE NAME.

I, ERIC POTGIETER, residing at Bay View Hotel, Tunmer Road, Durban, and employed as factory superintendent, intend to apply to the Governor-General for authority, under Section 9 of the Aliens Act, 1937, to assume the surname of HUGO, and be known as ERIC POTGIETER HUGO for the reason that HUGO is the name of my step-father and for sentimental reasons I wish to assume his name.

I previously bore the name ERIC POTGIETER.

Any person who objects to my assumption of the said name of ERIC POTGIETER HUGO should, as soon as may be, lodge his objection, in writing, with a statement of his reasons therefor, with the Magistrate of Durban, Natal.—E. Potgieter, 28th April, 1945. 3570—25-1-8-15

Notice is hereby given that it is the intention of JACOB JOHANNES FRASER and NICOLAAS JACOBUS VIVIERS, carrying on business at Thaba 'Nchu, under the style or firm of THE ROYAL HOTEL AND CAFE, to dispose of their business to JACOB JOHANNES FRASER, who will carry on the business under the same style of THE ROYAL HOTEL AND CAFE, Thaba 'Nchu.—Van Riet and Heath, Attorneys for Traders, Thaba 'Nchu, 17th May, 1945. 3537—25-1

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that the Estate of the late WILLIAM PEARCE STRINGER has disposed of the business known as ASPHALT WATERPROOFING CO., 2 Murray Court, Smith Street, Durban, as from 31st March, 1945, to PERCY OSBORN, of Durban, who will carry on the said business under the same name and at the same address. Dated at Durban, this 25th day of May, 1945.—W. E. Wyman, Accountant for the Purchaser, 18/20 Netherlands Bank Buildings, Smith Street, Durban. 3678—1-8

APPLICATION FOR A LICENCE, OF THE MINISTER OF JUSTICE.

(Section 21 of the Companies Act, 1926, as amended.)

Notice is hereby given, in pursuance of Companies Registration Regulation No. 26, as amended, that application has been made to the Minister of Justice for a licence directing an Association which has been formed under the name TREE TOPS NURSERY SCHOOL ASSOCIATION, to be registered with limited liability, without the addition of the word "Limited" to its name.

The main object of the Association is to establish, maintain and conduct a Nursery School to provide facilities which accord with scientific precepts for the all-round education, development and welfare of pre-school children under skilled supervision, and for the attainment of a higher sense of parental responsibility.

A pre-school child is one below six years of age, but not less than one year.

The other objects are set out *in extenso* in the memorandum of association, a copy of which may be inspected at the offices of the undersigned or the Registrar of Companies, Pretoria.

Notice is hereby further given that any person objecting to the registration of the association may bring such objection to the notice of the Minister of Justice, within one month from the date of the first publication hereof, by letter addressed to the Registrar of Companies, Pretoria. Dated at Durban, this 16th day of May, 1945.—Messrs. Goodricke & Son, Applicants' Attorneys, 45 Beach Grove, Durban. 3533—25-1-8

NOTICE.

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that it is the intention of FRANK MACKRORY to dispose of the business carried on by him at 77 Field Street, Durban, to BENNIE SHOTLAND. Dated at Durban, this 18th day of May, 1945.—J. H. Nicolson, Stiller & Geshen, Attorneys for the Parties, Rennie's Buildings, 394 Smith Street, Durban. 3511—25-1

SALE OF BUSINESS.

Notice is hereby given, in terms of Section 36 of Act No. 24 of 1936, that JOHN GOLD has disposed of his business known as HOTEL ROYCE, carried on at 100 Smith Street, Durban, to HANA KERDACHI, who will continue to carry on the said business under the same name and at the same address. Dated at Durban, this 15th day of May, 1945.—D. Caro & Co., Agents for the Parties, corner Mercury Lane and Smith Street, Durban. 3512—25-1

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, under Section 34 of Act No. 24 of 1936, that it is the intention of SOLOMON PHILLIPS, carrying on business as PHILLIPS, THE GOODWOOD HOUSE FURNISHER at Vryheid, furniture dealer, to dispose of such business to MARSHALL INDUSTRIALS, LIMITED. Dated at Vryheid, this 19th day of May, 1945.—Guy, Turton & Hannah; Attorneys for the Parties, Church Street, Vryheid. 3541—25-1

THE SOUTH AFRICAN MUTUAL LIFE ASSURANCE SOCIETY

(Incorporated by Act of Parliament in the Union of South Africa), Mutual Buildings, Darling Street, Cape Town.

Policy No. 209164, for £500, dated 6th June, 1929, on the life of HIRSCH GOLDBLATT, the property of LEWIS GOLDBLATT.

Notice is hereby given that evidence of the loss or destruction of the Policy has been submitted to the Society, and any person in possession of the Policy or claiming to have any interest therein, should communicate immediately by registered post with the Society. Failing any such communication a certified copy of the Policy (which shall be the sole evidence of the contract) will be issued to the owner.—C. Cosmo Monkhouse, General Manager. 3675—1

LOST DEED OF PARTITION No. 50456.

Notice is hereby given that we intend applying for a certified copy of Deed of Partition No. 50456, dated 12th October, 1896, passed in favour of Marthinus Jacobus Singleton, in respect of the farm Kalkpan No. 485, situate in the District of Hoopstad, measuring 1,088 morgen 457 square roods.

All persons having objection to the issue of such copy are hereby required to lodge the same, in writing, with the Registrar of Deeds at Bloemfontein, within three weeks from the last publication of this notice. Dated at Bloemfontein, this 22nd day of May, 1945.—Reitz & Berning, Attorneys for the Applicant, Barclays Bank Building, 94 Maitland Street, P.O. Box 320, Bloemfontein. 3661—1

VERLORE AKTE VAN VERDELINGS-TRANSPORT No. 782/1920.

Hiermee word kennis gegee dat ons voornemens is om aansoek te doen vir 'n gesertifiseerde afskrif van Akte van Verdelingstransport No. 782/1920, geregistreer die 12de Februarie 1920, gepasseer deur Willem Matthys Eksteen, Magdalena Salmina de Waal, voorheen Odendaal, gebore Zietsman, gehuud in gemeenskap van goedere met Nicolaas Jacobus de Waal en Magdalena Salmina de Waal, voorheen Odendaal, gebore Zietsman, gehuud in gemeenskap van goedere met Nicolaas Jacobus de Waal, in haar hoedanigheid as moeder en natuurlike voogdes van haar minderjarige kinders, Christiaan Frederik Odendaal en Dirk Cornelis Odendaal, ten gunste van (1) Magdalena Salmina de Waal, voorheen Odendaal gebore Zietsman, gehuud in gemeenskap van goedere met Nicolaas Jacobus de Waal; (2) Christiaan Frederik Odendaal; (3) Dirk Cornelis Odendaal, ten aansien van sekere gedeelte bekend as die plaas Mooibult No. 787 van die plaas Driekloof No. 245, geleë in die distrik Vrede, groot 215 (tweehonderd en vyftien) morge 506 (vyfhonderd en ses) vierkante roede.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Bloemfontein, binne drie weke na die laaste publikasie van hierdie kennisgewing. Geteken te Bloemfontein, op hierdie 22ste dag van Mei 1945.—Naude & Naude, Prokureurs vir Applikante, Sanlamgebou, Bloemfontein. 3654—1

APPOINTMENT AS SWORN APPRAISER.

It is notified for general information that on the 30th April, 1945, I, ADRIAAN IZAK VAN ZYL, have been appointed Sworn Appraiser for the District of Bethulie by the Master of the Supreme Court, Bloemfontein.—A. I. van Zyl, Vlugkop, P.O. Springfontein. 3677—1

VERLORE AKTE VAN TRANSPORT.

Kennisgewing geskied hiermee dat ons voornemens is om appilkasie te maak vir die uitreiking van 'n gesertifiseerde afskrif van Akte van Transport No. 1996/1926, geregistreer op 27 Mei 1926, gepasseer deur Johanna Francina van Wijk, gebore Pelser, weduwee: (1) In haar hoedanigheid as Eksekutrise Testamentêr in die Boedel van wyle Stephanus Johannes van Wijk (No. 18042); en (2) in haar private hoedanigheid, ten gunste van Johannes Hermanus Mijnhardt, ten opsigte van sekere gedeelte bekend as Arbeid No. 2154 van die plaas Kruidfontein No. 2134, distrik Kroonstad, groot tweehonderd (200) morge.

Alle persone wat teen die uitreiking van sodanige afskrif beswaar maak, word hiermee versoek om dit skriftelik in te dien by die Registrateur van Aktes te Bloemfontein, binne drie weke na datum van die laaste publikasie van hierdie kennisgewing. Gedateer te Bloemfontein, hierdie 29ste dag van Mei 1945.—Pretorius & Gordon Fraser, Prokureurs vir Applikant, Aliwalstraat 20, Posbus 202, Bloemfontein. 3802—1-8

NOTICE OF SALE OF BUSINESS.

Notice is hereby given, in terms of Section 34 (1) of Act No. 24, of 1936, that ELKAN COHN, intends disposing of the general dealer's business carried on by him at Erf No. 46, corner of Roos and Market Streets, Reitz, under the style or firm of REITZ BARGAIN HOUSE, including the stock, fixtures and fittings and goodwill, to HERRY MEYER, who will carry on business for his own account and benefit, under the style of REITZ BARGAIN HOUSE, with the effect as and from the 12th June, 1945. Dated at Reitz, 21st May, 1945.—F. D. Rossouw, Attorney for the Parties, Roosstraat, P.O. Box 35, Reitz. 3655—1-8

KENNISGEWING VAN VERKOPING VAN BESIGHEID.

Kennisgewing geskied hiermee ooreenkomstig die bepalings van Artikel 34 van Wet No. 24 van 1936, dat dit die voorneme is van JOHANNES PETRUS LODEWIKUS VAN JAARSVELD, van Wepener, om sy besigheid bekend as DIE OU STADSAAL KAFE, in Debeerstraat, Wepener, as 'n lopende besigheid te verkoop aan FREDERICK JOHAN PIENAAR, drukker, van Wepener, en JAN ADRIAAN SPIES, bouaannemer, van Wepener, met effek vanaf 1 Julie 1945.—Ochse & Van Rensburg, Prokureurs vir Partye, Markplein, Posbus 7, Wepener. 3799—1-8

SHERIFF'S NOTICE.

APPOINTMENT OF ACTING DEPUTY SHERIFF.

Mr. JACOBUS STEPHANUS VAN NIEKERK, residing at Edenburg, O.F.S., has this day been appointed Acting Deputy Sheriff for the District of Edenburg, for an indefinite period, from the date of publication of this notice. Bloemfontein, this 28th day of May, 1945.—S. J. van Pletsen, Sheriff of the Orange Free State.

BALJU SE KENNISGEWING.

AANSTELLING VAN WAARNEMENDE ONDERBALJU.

Mnr. JACOBUS STEPHANUS VAN NIEKERK, wonende te Edenburg, is vandag aangestel as Waarnemende Onderbalju vir die distrik Edenburg, vanaf die datum van publikasie van hierdie kennisgewing, vir 'n onbepaalde tydperk. Bloemfontein, hierdie 28ste dag van Mei 1945.—S. J. van Pletsen, Balju van die Oranje-Vrystaat. 3803—1

Koop Unie-leningsertifikate

Notice is hereby given, in terms of Section 34 No. (1) of the Insolvency Act (as amended) that JOHN AUSTIN THOMAS, chemist of Ladybrand, has disposed of the chemist, druggist and stationery business hitherto carried on by him in the premises situate on portion of Erf No. 44 of Ladybrand, to BARNEY ADELSTEIN, chemist and druggist, of Ladybrand, with effect from the 1st June, 1945, and that the said BARNEY ADELSTEIN will carry on the said business for his sole benefit in the aforesaid premises. Dated at Ladybrand this 21st day of May, 1945.—L. du Preez & Co., Attorneys for the Parties, P.O. Box 106, Ladybrand. 3634—25-1

Notice is hereby given, in terms of Section 34 of Act No. 24 of 1936, that FREDERICK GEORGE TURNER, chemist and general dealer, carrying on business as such on Portion Erf No. 10, Voortrekker Street, Bethulie, has sold one-half share of his interest in and to his stock-in-trade and proprietary preparations to LOUIS HOFFMANN, and that the said TURNER and HOFFMANN will continue to carry on the said business in partnership as from 1st July, 1945, under the style or firm of F. G. TURNER for their joint account and responsibility.

Bethulie this 18th day of May, 1945.—Jas. J. Wardhaugh, Solicitor for the Parties, P.O. Box 3, Bethulie. 3552—25-1

Notice is hereby given, in terms of Section 42 (1) of Act No. 30 of 1928, that it is the intention of MORRIS WILENSKY to apply to the Magistrate of Thaba 'Nchu for a temporary transfer of his licence to WILLIAM MURRAY DUNCAN, who has purchased the businesses known as THE IMPERIAL HOTEL and STAR BOTTLE STORE and all persons desiring to oppose such transfer are hereby called upon to lodge their objections and to state their reasons therefor, in writing, to the Magistrate on or before the 10th June, 1945. Dated at Thaba 'Nchu this 18th May, 1945.—Van Riet and Heath, Applicants' Attorneys. 3633—25-1

ELECTION OF EXECUTORS AND TUTORS.

The Estates of the persons mentioned in the attached schedule being unrepresented, notice is hereby given to the surviving spouse (if any), next-of-kin, legatees and creditors, and—in cases where the meeting is convened for the election of Tutors—to the paternal and maternal relatives of the minors, and to all others whom those presents may concern, that meetings will be held in the several Estates at the times, dates, and places specified for the purpose of selecting some person or persons for approval by the Master of the Supreme Court of South Africa (Cape of Good Hope, Natal, Orange Free State or Transvaal Provincial Division, as the case may be), as fit and proper to be by him appointed Executors or Tutors, as the case may be. Meetings at Cape Town, Pietermaritzburg, Bloemfontein and Pretoria, will be held before the Masters, in Kimberley before the Assistant Master, in Johannesburg before the Assistant Magistrate (Civil Division) and in other places before the Magistrate.

JAMES J. BECK, Master of the Supreme Court of Cape of Good Hope Provincial Division.
P. J. STEENKAMP, Master of the Supreme Court, Transvaal Provincial Division.
G. G. G. HAYBITTEL, Master of the Supreme Court, Natal Provincial Division.
P. W. SCHOLTZ, Master of the Supreme Court, Orange Free State Provincial Division.
MAURICE BUXTON FORMAN, Assistant Master of the Supreme Court, Kimberley.

VERKIESING VAN EKSEKUTEURE EN VOOGDE.

Aangesien die Boedels van die persone vermeld in onderstaande skedule nie verteenwoordig is nie, word hierby kennis gegee aan die nagelate eggenoot (waar die bestaan), erfgename, legatarisse en krediteure, en—in gevalle waar die byeenkoms belê word vir verkiesing van voogde—aan die bloedverwante van die minderjariges van vader- en moeder-sy, en aan ander wat dit mag aangaan, dat byeenkomste gehou sal word in die verskillende Boedels, op die ure, datums en plase vermeld, met die doel om 'n persoon of persone te kies vir goedkeuring van die Meester van die Hooggeregshof van Suid-Afrika (Provinsiale Afdeling van Kaap de Goede Hoop, Natal, Oranje-Vrystaat of Transvaal, na gelang van omstandighede), as geskik en bekwaam om daar hom aangestel te word as eksekuteure of voogde, na gelang van omstandighede. *Byeenkomste in Kaapstad, Pietermaritzburg, Bloemfontein en Pretoria* sal gehou word voor die Meester, in Kimberley voor die Assistent-Meester, in Johannesburg voor die Assistent-Magistraat (Siviele Afdeling), en in ander plekke voor die Magistraat.

JAMES J. BECK, Meester van die Hooggeregshof, Provinsiale Afdeling Kaap de Goede Hoop.
P. J. STEENKAMP, Meester van die Hooggeregshof, Provinsiale Afdeling Transvaal.
G. G. G. HAYBITTEL, Meester van die Hooggeregshof, Provinsiale Afdeling Natal.
P. W. SCHOLTZ, Meester van die Hooggeregshof, Provinsiale Afdeling Oranje-Vrystaat.
MAURICE BUXTON FORMAN, Assistent-Meester van die Hooggeregshof, Kimberley.

CAPE.—KAAP.

Registered No. of Estate. *Registrasie-nommer van Boedel.*	Surname and Christian Name of the Deceased, and Occupation. *Familienaam en Voornaam van die Oorlyde Persoon, en Beroep.*	Date and Place of Death. *Datum en Plek van Oorlyde.*	Date, Time, and Place of Meeting. *Datum, Tyd en Plek van Byeenkoms.*	Meeting convened for Election of. *Byeenkoms belê vir Verkiesing van.*
151/388	Jacout, Akieba, housewife	24/5/14, Cape Town	5/6/45, 10 a.m., Cape Town	Executor.
98796	Hindmarsh, Amelia Maud, housewife	10/5/43, Port Elizabeth	6/6/45, 10 a.m., East London	Executor.
99321	Kritzinger, Ignatius Michael, painter	13/1/45, Port Elizabeth	6/6/45, 11 a.m., Port Elizabeth	Executor.
150/504	van Tonder, Hester Catharina Maria Petronella (born van der Merwe)	13/7/13, Jansenville	4/6/45, 10 a.m., Jansenville	Executor.
98636	Tesselaar, Frederik Rossouw	5/4/45, Pinelands	8/6/45, 10 vm., Montagu	Eksekuteur.
98637	Tesselaar, Rachel Susanna (gebore Burger)	28/3/45, Pinelands	8/6/45, 10 vm., Montagu	Eksekuteur.
99297	Mulder, Hendrik Johannes, afgetree	1/5/45, Uitenhage	6/6/45, 10 vm., Uitenhage	Eksekuteur.
98021	Noirosky, Moses, minister of religion	7/1/45, Cape Town	7/6/45, 10 a.m., Cape Town	Executor.
99356	Maller, Paulina (born Wolfson), housewife	14/5/45, Sea Point, Cape	7/6/45, 10 a.m., Cape Town	Executor.
99348	Brandt, Hendrik Johannes, electrician	1/5/45, Worcester	5/6/45, 10 a.m., Worcester	Executor.
98978	Bevern, Dorothy Elaine	26/4/45, Cape Town	5/6/45, 10 a.m., Cape Town	Executor.

TRANSVAAL.

1804/45	Ciano, Michele, goldminer	15/3/45, Germiston	15/6/45, 9.30 a.m., Johannesburg	Executor.
1553/45	Bergh, Elizabeth Petronella Hendrina, huisvrou	8/3/45, Johannesburg	15/6/45, 9.30 vm., Johannesburg	Eksekuteur.
1909/45	Brierley, Lindley, accountant	17/8/44, Nairobi, Kenya	20/6/45, 10 a.m., Pretoria	Executor.
2391/45	Donian, Otto Rudolph, clerk	1/5/45, Durban	15/6/45, 9.30 a.m., Johannesburg	Executor.
2443/45	Bezuidenhout, Gideon Smit, boer	2/2/44, Pretoria	15/6/45, 10 vm., Potgietersrust	Eksekuteur.
2137/45	Tanner, Florence Kathleen, panel beater	20/2/45, Johannesburg	15/6/45, 9.30 a.m., Johannesburg	Executor.
2138/45	Tanner, Albert Christian, panel beater	20/2/45, Johannesburg	15/6/45, 9.30 a.m., Johannesburg	Executor.
2150/45	Gerber, Meyer, skilder	23/2/45, Pretoria	6/6/45, 10 vm., Pretoria	Eksekuteur.
484/45	King, Mary Louise, housewife	9/12/44, Johannesburg	15/6/45, 9.30 a.m., Johannesburg	Executor.
2426/45	Jacques, Perosio Antonio	30/8/44, Inhambane	13/6/45, 10 a.m., Pretoria	Executor.
2400/45	Park, Mitchell Alexander John, tube inspector	7/3/45, Vereeniging	15/6/45, 10 a.m., Vereeniging	Executor.
2396/45	Rees, David John, boiler attendant	3/5/45, Germiston	15/6/45, 10 a.m., Germiston	Executor.
1912/45	Mouton, Jacobus Andreas, civil servant	20/6/45, on active service	22/6/45, 10 a.m., Potchefstroom	Executor.
2187/45	Pergioudakis, Peter Idomeneas, mineral water manufacturer	21/2/45, Johannesburg	15/6/45, 9.30 a.m., Johannesburg	Executor.
2296/45	Pieterse, Gilliam, boer	2/4/45, Bronkhorstspruit	15/6/45, 10 vm., Bronkhorstspruit	Eksekuteur.
1673/45	Janse van Rensburg, Anna Margaretha, huisvrou	30/3/45, Rietput, Distrik Schweizer Reneke	15/6/45, 10 vm., Schweizer Reneke	Eksekuteur.
3227/44	le Roux, Isabella Jacomina, no occupation	30/4/45, Lydenburg	15/6/45, 10 a.m., Lydenburg	Executor.

NATAL.

969/45	Bredin, John Dawson Hutchinson, farmer	8/5/45, Ixopo	7/6/45, 10 a.m., Ixopo	Executor Dative.
973/45	Andalamma, No. Pass/15407, housewife	27/8/38, Umzinto	7/6/45, 10 a.m., Umzinto	Executor Dative.
1616/44	Craig, Stephanie, housewife	27/8/44, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
933/45	Leach, Joseph, S.A.R. & H. pensioner	4/5/45, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
997/45	Gopal, No. 3130/1918, butcher	17/3/45, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
436/45	Hamraj, Vallabh, hawker	12/2/45, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
23/45	Goberdhan, No. 9350/9392/10745–10536, farmer	17/12/44, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
733/45	Bolt, Mary Mackenzie MacDonald, proprietress of ladies' hairdressing saloon	28/3/45, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
18192	Davidson, Mary, farmer	2/4/32, Malvern	7/6/45, 10 a.m., Durban	Executor Dative.
999/45	Chamley, Richard, pensioner	4/5/45, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
972/45	Satchell, Jessie Lilian, clergyman	17/11/44, Durban	7/6/45, 10 a.m., Durban	Executor Dative.
979/45	Nybro, Ole Peder, storekeeper	5/5/45, Kwambonambi	7/6/45, 10 a.m., Empangeni	Executor Dative.
1392/44	Mitchell, William Archibald, on active service	5/4/42, on active service	7/6/45, 10 a.m., Durban	Executor Dative.
906/45	Morris, Emma Paulina, housewife	25/10/42, Durban	7/6/45, 10 a.m., Durban	Executor Dative.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

37654	Cartter, William Charles, soldier	25/4/45, Italy	8/6/45, 11 a.m., Bloemfontein	Executor Dative.

GRIQUALAND WEST/WES.

4048	Blacklaws, Alec Robert David, lieutenant	21/4/45, Italy	13/6/45, 10 a.m., Kimberley	Executor Dative.

NOTICE BY EXECUTORS CONCERNING LIQUIDATION ACCOUNTS LYING FOR INSPECTION.

SECTION *sixty-eight*, ACT No. 24 OF 1913.

Notice is hereby given that copies of the Administration and Distribution Accounts in the Estates specified in the attached Schedule will be open for the inspection of all persons interested therein for a period of 21 days (*or longer if specially stated*) *from the dates specified or from the date of publication hereof which-ever may be the later*, and at the offices of the Master and Magistrates as stated. Should no objection thereto be lodged with the Master during the period of inspection, the Executors concerned will proceed to make payments in accordance therewith.

KENNISGEWING DEUR EKSEKUTEURE BETREFFENDE LIKWIDASIE-REKENINGS WAT TER INSAE LÊ.

ARTIKEL *ag-en-sestig*, WET No. 24 VAN 1913.

Hierby word kennis gegee dat duplikate van die Administrasie- en Distribusierekening in die Boedels vermeld in die navolgende Bylae ter insage sal lê van alle persone wat daarby belang het, ten Kantore van die Meester en Magistraat soos vermeld, gedurende 'n tydperk van *drie weke* (*of langer, indien spesiaal vermeld*) *vanaf gemelde datums of vanaf datum van publikasie hiervan as dit later is*. Indien binne genoemde tydperk geen beswaar daarteen by die Meester ingedien word nie gaan die betrokke Eksekuteure oor tot die uitbetaling ingevolge gemelde rekenings.

SCHEDULE—*SKEDULE*.

CAPE.—KAAP.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die*		Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
			Master. *Meester.*	Magistrate. *Magistraat.*	
94208	John Owen Field, bachelor, bookkeeper, late of Mount Frere, East Griqualand, Cape Province; First and Final Liquidation and Distribution	1/6/45	Cape Town	Mount Frere...	A. C. Evennett, Executor Testamentary, P.O. Box 7, Mount Frere.
93624	David Bauer, merchant: First and Final Liquidation and Distribution	1/6/45	Cape Town	East London...	F. W. Cooper, Attorney for Executrix Testamentary, P.O. Box 136, East London.
3497	Omar Tar Mahomed, merchant, of Mafeking: First Liquidation and Distribution	2/6/45	Kimberley.	Mafeking.....	Minchin & Kelly, P.O. Box 26, Mafeking, Attorneys for the Executors Testamentary.
76771	James Henry Phillips, a retired gentleman; First and Final Liquidation and Distribution	1/6/45	Cape Town	East London...	F. W. Cooper, Executor Testamentary, P.O. Box 136, East London.
93654	Thomas Hancock, retired stationmaster; First and Final Liquidation and Distribution	1/6/45	Cape Town	East London...	F. W. Cooper, Attorney for Executrix Testamentary, P.O. Box 136, East London.
91280	Maria Elizabeth Uys (gebore Zeeman), 'n weduwee, huisvrou: Eerste en Laaste Likwidasie en Distribusie	1/6/45	Kaapstad..	Paarl.....	Danie J. Basson, Persele Boedelgeboue, Lady Greystraat, Paarl.
93821	Antonio Firmani, retired, and surviving spouse, Nettie Adelaide Firmani (born Olivari), of Phillippi, Cape; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	Dempers & Van Rynevêld, 6 Church Square, Cape Town.
90471	Charles Surtis Cranmer McClure, bachelor, clerk, of Salisbury, Southern Rhodesia; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	Albert Rolfe Voller, Executor, c/o Standard Bank of South Africa, Ltd., Trust Department, P.O. Box 57, Cape Town.
91175/881	Bernard Williams, widower, minister of religion, of Claremont, Cape Province; First and Final Liquidation and Distribution	1/6/45	Cape Town	Wynberg.....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executor Testamentary.
95296/1016	William Watson, retired engine driver, S.A.R. & H., of East London, and surviving spouse, Margaret Ritchie Watson (born Buchan), First and Final Liquidation and Distribution	1/6/45	Cape Town	East London...	Mrs. M. R. Watson, c/o Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executrix Testamentary.
87867	Benjamin Rosenthal (also known as Beniamin Galinsky), in his lifetime a director of Companies, of Wellington; First and Final Liquidation and Distribution	1/6/45	Cape Town	Wellington.....	C. & A. Friedlander, 40 Burg Street, Cape Town, Attorneys for Executor.
95276	Johannes Wilhelm Friedrich Urtel, retired farmer, of Stikland, Cape, who died on 2nd October, 1944, and surviving spouse, Matilde Maria Pauline Urtel (born Rosenstrauch: First and Final Liquidation and Distribution	1/6/45	Cape Town	Bellville.....	R. P. Gain, Executor Dative, The Board of Executors, 4 Wale Street, Cape Town.
93340	Margaret Mary Scales, widow: First and Final Liquidation and Distribution	1/6/45	Cape Town	—	Findlay & Tait, Attorneys for Executor, 140 St. George's Street, Cape Town.
8773	Louis Henry Trollip, and subsequently deceased spouse, Elizabeth Prudence Trollip (born Edwards), of Dagga Boer, Bedford, Cape: Supplementary Final Sequestration and Distribution	1/6/45	Cape Town	Bedford.....	Metcalf & Co., Attorneys for Executor Testamentary, 11 Beenen Street, Cradock.
8661	Martha Hendrina Jacomina Wentzel (gebore Papenfus), huisvrou, en nagelate eggenoot Jacobus Nicolaas Wentzel, van Iffly, Vryburg; Eerste en Laaste Likwidasie en Distribusie	1/6/45	Kimberley.	Vryburg.....	P. J. du Plessis, Posbus 23, Vryburg, Prokureur vir die Boedel.
97695	Marian Johanna Gertrude Martinson, 'n jongejuffrou, in haar leeftyd vennote in die firma Martinson en Kie., Algemene Handelaars van Birdstraat, Stellenbosch; Eerste en Finale Likwidasie en Distribusie	1/6/45	Kaapstad.	Stellenbosch....	Pieter Marais Martinson, Eksekuteur Testamentêr, Die Laan, Stellenbosch.
95837/597	Johanna Margaret Cameron (born Welgemoed), housewife, and surviving spouse, Donald (also known as Ross) Cameron; First and Final Liquidation and Distribution	1/6/45	Cape Town	Port Elizabeth.	Kotze, De Jager & van Reenen, Attorneys for Executor Testamentary, P.O. Box 16, Uitenhage, Cape Province.
96720	Martha Maria Magdalena de Villiers (gebore Hamman), 'n weduwee, van Rust Oord, Paarl; Eerste en Finale	1/6/45	Kaapstad..	Paarl.....	J. D. Rossouw, Sekretaris, Paarl African Trust Co. Ltd., Posbus 4, Paarl Agent, vir die Boedel.
96844	Johannes Jacobus Viljoen, taxi owner, and surviving spouse, Catharina Viljoen (born Haarhoff), of 12 New Stockenstroom Street, Cradock; First and Final	1/6/45	Cape Town	Cradock.....	W. M. Coetzee, P.O. Box 53, Cradock.
94718	Mary Siberry (born Booth), housewife, predeceased spouse, of Edward Johnston Siberry, of 60 Clevedon Road, Port Elizabeth: First and Final Liquidation and Distribution	4/6/45	Cape Town	Port Elizabeth.	Lawson Brown & Brown, Netherlands Bank Chambers, Main Street, Port Elizabeth, Attorneys for Executors Dative.
96218/818	Schalk Samuel Coert Julies (or Julius), tailor, and surviving spouse, Louisa Maria Julies (or Julius); Liquidation and Distribution	1/6/45	Cape Town	Pearston.....	M. A. Barba, Pearston.
93260	Abe Ash, retired general dealer and farmer, and surviving spouse, Ella Ash (born One), of Willowmore; First and Final Administration and Distribution	1/6/45	Cape Town	Willowmore....	David J. du Plessis, P.O. Box 3, Willowmore, Attorney for the Executrix.
98622	Percival Holford Thomas, manufacturer's agent, and surviving spouse, Harriet Thomas (born Pattison), late of 5 Andubon Mansions, Kloof Road, Sea Point, Cape; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	Harriet Thomas, P.O. Box 409, Cape Town, Executrix Testamentary.
91858	Joseph Poole Morey, widower, retired, of East London, Cape Province; First and Final Liquidation and Distribution	1/6/45	Cape Town	East London...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executor Testamentary.
95246	Wilhelmina Cecilia le Grange (gebore Venter), huisvrou, van Aliwal-Noord; Eerste en Finale Likwidasie en Distribusie	1/6/45	Kaapstad..	Aliwal-Noord...	J. A. van Rooy, Posbus 142, Aliwal-Noord.
96767/279	Charles John Edwards, departmental manager, of Bantry Bay, Sea Point, Cape; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	Fuller, De Klerk & Oster, 5 Bureau Street, Cape Town, Attorneys for Executrix Testamentary.
94717	Edward Johnston Siberry, widower, retired, of 60 Clevedon Road, Port Elizabeth; First and Final Liquidation and Distribution	4/6/45	Cape Town	Port Elizabeth.	Lawson Brown & Brown, Netherlands Bank, Chambers, Main Street, Port Elizabeth Attorneys for Executors Dative.
96702/324	Anna (or Anne, or Annie) Corrine Myburgh (born Albertyn), a widow, of Plumstead, Cape Province; First and Final Liquidation and Distribution	4/6/45	Cape Town	Wynberg.....	Walker, Lewis, Godley & Field, 6 Wale Street, Cape Town, Attorneys for the Executor Testamentary.
94660	Daniel Stephanus du Toit, boer, en nagelate eggenote Helena Elizabeth du Toit (gebore Mathee), met wie hy in gemeenskap van goed getroud was, van Brandwag, Distrik Mosselbaai, wat intestaat oorlede is; Eerste en Finale Likwidasie en Distribusie	1/6/45	Kaapstad..	Mosselbaai.....	Scholtz & Scholtz, Prokureurs vir die Eksekutrise Datief, Posbus 54, Mosselbaai.
3974	Jacobus Stephanus Burger, boer, en nagelate eggenote Johanna Maria Cornelia Burger (gebore Woest), van Klipdraai, Afdeling Vryburg: Eerste en Finale Likwidasie en Distribusie	4/6/45	Kimberley.	Vryburg.....	Louw & V. d. Walt, Posbus 123, Vryburg, Prokureurs vir Eksekutrise Testamentêr.
96088	Walter Lea, retired, and surviving spouse, Jessie Lea, of Wynberg, Cape Province: First and Final Liquidation and Distribution	1/6/45	Cape Town	Wynberg.....	G. J. Hofmeyr, c/o Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executor Testamentary.
94903	John Priestley Whiteside, a general dealer of Main Street, Kokstad, and surviving spouse, Margaret Blanche Whiteside (born Shephard); First and Final Liquidation and Distribution	28/5/45	Cape Town	Kokstad.....	Elliot & Walker, P.O. Box 17, Kokstad, Attorneys for Executrix Testamentary.
3287	Herman Blum, general dealer, of Upington Division of Gordonia: First	4/6/45	Kimberley.	Upington.....	Malan & Malan, P.O. Box 27, Upington.
96005	Sarah Rosina Julius (born Moses), and surviving spouse, David Reynard Julius, of Wynne Street, Parow: First and Final	1/6/45	Cape Town	Bellville.....	Jack Cohen & Co., Attorneys for Executor Dative, 80A Voortrekker Road, Parow.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Office of the—*Kantoor van die* Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
641	Max Sher, barber, who died at 13 Hopeville Street, Cape Town, Cape, on the 11th December, 1944, and surviving spouse, Rachel Sher (born Fletcher); First and Final Liquidation and Distribution	1/6/45	Cape Town	—	L. J. Botha in his capacity as Secretary for the time being of The Colonial Orphan Chamber and Trust Co., 4 Church Square, Cape Town, Executor Testamentary.
164/575	Petrus Johannes Marais, retired farmer, who died at Mowbray, Cape, on the 10th October, 1918; Third and Final Liquidation and Distribution	1/6/45	Cape Town	Wynberg.....	L. J. Botha, c/o The Colonial Orphan Chamber, and Trust Co., 4 Church Square, Cape Town, Executor Dative.
89796	Eric Andersen, cleaner and dyer, who died at Observatory, Cape, on the 30th December, 1943, and surviving spouse, Muriel Eliza Andersen (born van Almelo); Fourth and Final Liquidation and Distribution	1/6/45	Cape Town	—	L. J. Botha, in his capacity as the Secretary for the time being of the Colonial Orphan Chamber and Trust Co., 4 Church Square, Cape Town, for Self and Co-Executrix Testamentary.
95685	William Aspeling Mills, retired farmer, who died at Uitenhage, on the 18th October, 1944; First and Final Liquidation and Distribution	4/6/45	Cape Town	Uitenhage.....	F. W. A. Knight, Secretary, Guardian Assurance and Trust Company of Port Elizabeth, Ltd., 30 Main Street, Port Elizabeth, for Self and Co-Executrix Testamentary.
93630	William Yewdall, St. George-Stead, retired clergyman, of 47 Ash Street, Southport England; First and Final Liquidation and Distribution	1/6/45	Cape Town	Grahamstown..	Espin & Espin, Attorneys for Executor Dative, 96 and 98 High Street, Grahamstown.
96212	Beatrix Susanna Margaretha Bouwer, en nablywende eggenoot Salomon Wilhelm Bouwer, 'n boer, van Melkhoutfontein, Distrik Riversdal; Eerste en Finale	1/6/45	Kaapstad..	Riversdal.....	J. H. Versfeld, Caledon en Suidwestelike Distrikte Eksekuteurskamer, Bpk., Posbus 12, Riversdal.
96765/427	Paul Edward (also known as Paul Calvert), of 9 Chapel Street, Salt River; First and Final	1/6/45	Cape Town	—	Banard Katzef & Co., Attorneys for Executor Testamentary, 491 Albert Road, Salt River.
98068	Kate Beatrice Moss-Blundell (born Horne), widow, of Herts, England; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	The South African Association for the Administration and Settlement of Estates, 6 Church Square, Cape Town.
96951	Henry William Ernest Muller, manager, and surviving spouse, Jane Racheal Martha Muller (born Jolliffe), of 2A Burns Road, Salt River; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	D. P. de Klerk & Van Gend, Attorneys for Executrix Testamentary, 204 Groote Kerk Building, Adderley Street, Cape Town.
95526	Mohamed Alee Horzook (also known as Mohammed Alee), general dealer; First and Final Liquidation and Distribution	4/6/45	Cape Town	East London...	W. H. Humphrey, P.O. Box 62, East London, Executor Testamentary.
96357	Thomas Leonard Nelson, road overseer, who died at Igoda Outspan, East London, District, on the 25th November, 1944, and surviving spouse, Hilda Louisa Nelson (born Reabow); First and Final Liquidation and Distribution	5/6/45	Cape Town	East London...	Drake, Flemmer & Orsmond, Attorneys for the Executor Dative, P.O. Box 44, East London.
92141/372	Jane Elizabeth Watt (born Clubb), and surviving spouse, Alexander Watt, of Observatory; Liquidation and Distribution	1/6/45	Cape Town	Wynberg.....	A. A. Balsillie & Co., 49 St. George's Street, Cape Town.
164/859/8131/18	Mary Jane Thorn (born Thomas), of Cape Town, Final Distribution	1/6/45	Cape Town	—	J. J. Albertyn, Secretary, Uitenhage Board of Executors and Trust Co., Ltd., Uitenhage, Executor Testamentary.
97266	Magdalena Christina Saayman (gebore J. v. Rensburg), boer, van Riversdale; Eerste en Finale	1/6/45	Kaapstad..	Riversdale.....	J. H. Versfeld, Bestuurder, Caledon en Suidwestelike Distrikte Eksekuteurskamer, Riversdale, Posbus 12.
96241	Abdul Mohamed, general dealer, of Mossel Bay; First and Final	8/6/45	Cape Town	Mossel Bay....	Miller & Moodie, Attorneys for the Executor Dative, P.O. Box 83, Church Street, Mossel Bay.
8725	Thomas Victor Murray, of 5 Spencer Lane, Kimberley, and surviving spouse, Agnes Matilda Murray (born Young); First and Final Liquidation and Distribution	1/6/45	Kimberley..	—	D. P. Veary, Secretary, Griqualand West Loan, Trust and Agency Co., Ltd., 15 Stockdale Street, Kimberley, Executor Testamentary.
96416	Napoleon Strachan (also known as Spani Mbanda), peasant, of Mfulamhle Location, District of Umzimkulu; First and Final	4/6/45	Cape Town	Umzimkulu....	Antonie Kock, Attorney for Executor Testamentary, P.O. Box 8, Umzimkulu.
96638	Victor Charles Kay, green grocer,; Liquidation and Distribution	1/6/45	Cape Town	Wynberg.....	Ralph W. Mulder, Agent for Executrix Dative, Crescent Road, Wynberg.
90601	Fred Zeltner, retired, who died Intestate in Miami, Florida, U.S.A., on the 12th August, 1941; First and Final Liquidation and Distribution	1/6/45	Cape Town	—	L. J. Botha, c/o The Colonial Orphan Chamber and Trust Co., 4 Church Square, Cape Town, Executor Dative.
91856/19	Carel Christiaan (of Christiaan) Kriegler, rustend, van Fairbairnstraat, Worcester; Eerste en Finale Likwidasie en Distribusie	2/6/45	Kaapstad..	Worcester.....	H. J. Nichaus, Sekretaris, Worcester Eksekuteurskamer, Bpkt., Posbus 34, Worcester.
94147/959	Hercules Viljoen, rustend, J. Seun, van de Doorns, Distrik Worcester: Eerste en Finale Likwidasie en Dissbusie	2/6/45	Kaapstad..	Worcester.....	H. J. Nichaus, Sekretaris, Worcester Eksekuteurskamer, Bpkt., Posbus 34, Worcester.
96074	Sarah Nolan, widow, of Wellwood, Rouwkoop Road, Rondebosch: First and Final	1/6/45	Cape Town	Wynberg.....	Mabel Helene May, Winifred Katherine Murray, Executrix Testamentary, Wellwood, Rouwkoop Road, Rondebosch.
94461/405	Leonora Augusta Hillarie Stegmann (born Muter), widow, of "Meinholme," Upper Touws Road, Muizenberg, Cape, who died on 26th August, 1944	4/6/45	Cape Town	Simonstown....	Cleghorn, Brinton & Baker, Attorneys for Executors Testamentary, Southern Life Buildings, 101 St. George's Street, Cape Town.
78145	Ghulam Mohidien Amlay; Amended First and Final Liquidation and Distribution	1/6/45	Cape Town	Simonstown....	A. & H. Lazarus, Attorneys for Executor Testamentary, Union House, Queen Victoria Street, Cape Town.
8907	Johannes Jurgens Smith, farmer, of Smithsdale, Riverton; First and Final	1/6/45	Kimberley..	—	E. H. Knight, Nominee of The Standard Bank of South Africa, Ltd., Kimberley Branch and Agatha Johanna Smith, P.O. Box 626, Kimberley, Executors Testamentary.
97585	Sidney Edwin Morrell, widow, pensioner, Caroline Morrell (born Becker)	1/6/45	Cape Town	Simonstown....	Caroline Morrell, c/o S. Morrell, 8 Bilgnaut Street, Bloemfontein.
96692	Annie Nairn Forman Feltham (born Gillies), and surviving spouse, Frank Alfred Smith Feltham, carpenter: First and Final Liquidation and Distribution	1/6/45	Cape Town	Port Elizabeth.	Ronald Coppin, Attorney for Executor Testamentary, 62 Main Street, Port Elizabeth.
83085/962	Hendrik Johannes Loubser, spoorwegbeampte, en nagelate eggenote Yda Cornelia de Beer Loubser (gebore Weyers), van Touwsrivier, Distrik Worcester: Eerste en Laaste Administrasie en Distribusie	1/6/45	Kaapstad..	Worcester.....	P. E. Cloete, Prokureur vir Eksekuteur, Posbus 17, Korjes, Oranje-Vrystaat.
146/446	Sarah Jane Stephen (born Lloyd), housewife, who died at Cathcart, on 2nd July, 1912, and subsequently deceased spouse, Thomas Alfred Stephen; First and Final	2/6/45	Cape Town	Cathcart.....	C. M. van Coller, Executor Dative, P.O. Box 11, Cathcart.
93776	James Wakinshaw Shaw, farmer: First and Final Administration and Distribution	1/6/45	Cape Town	Peddie.....	A. M. Alport, Attorney. Peddie.
95615	Hercules Jacobus Pretorius, veeboer, in lewe van Kleinplaas, Distrik Venterstad, en oorlewende eggenote Margaretha Elizabeth Pretorius (gebore Bekker); Eerste en Finale Likwidasie en Distribusie	1/6/45	Kaapstad..	Venterstad.....	Jas. J. Wardhaugh, Prokureur vir Eksekutrise Testamentêr, Posbus 3, Bethulie.
93504	James Enslin, retired farmer; First and Final.....	1/6/45	Cape Town	Middelburg.....	Minnaar & De Kock, 3 Loop Street, Middelburg, Cape Province.

TRANSVAAL.

5927/44	Jozua Adriaan Joubert, farmer, and surviving spouse, Susanna Salomina Joubert; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Ermelo.....	D. Jackson, P.O. Box 146, Ermelo.
251/45/33	Wilson William Frederick Wegner, late S.A.R. & H.; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	Savage & Page, P.O. Box 745, Pretoria.
5914/44	Maria Johanna Louisa Bolger, formerly Schutte (born du Plooy), housewife, and Michael Patrick Bolger; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Potchefstroom..	A. R. Fleischack, 149 King Edward Street, P.O. Box 64, Potchefstroom.
845/45/172	Ignatius Petrus Dannhauser, boer, en nagelate eggenote Dirkie Henrietta Dannhauser (gebore Muller), van Rietvlei, Distrik Standerton: Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Standerton.....	E. J. Pienaar, Prokureur vir Eksekutrise Testamentêr, Posbus 50, Morgenzon.
2415/44/353	William Thomas Donaldson Murray, pensioner, and surviving spouse, Catharina Maria Murray (born van Heerden); Liquidation and Distribution	1/6/45	Pretoria...	Potchefstroom..	Meyer & Meyer, P.O. Box 122, Potchefstroom.
4354/44/302	Burd Hendrik Cordier, boer; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Ventersdorp....	J. Blumberg, Agent vir Eksekuteur Datief, Posbus 34, Ventersdorp.
4078/44/256	Frederik van Niekerk, assuransieagent, en nagelate eggenote Margaretha Elizabeth van Niekerk (gebore Neethling), van Louis Trichardt, Transvaal; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Louis Trichardt	Mathews & Mathews, Posbus 25, Louis Trichardt.
4596/44/331	Victor Potgieter, engineer, Department of Irrigation, a lieutenant No. 131877V, South African Engineering Corps; First and Final	1/6/45	Pretoria...	Carolina.....	R. V. de Villiers, P.O. Box 43, Carolina.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die*		Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
			Master. *Meester.*	Magistrate. *Magistraat.*	
450/44/ 419	Nicolaas Johannes Bernadus Swart, soldier, and surviving spouse, Clara Isabella Swart (born Taikina) : First and Final	1/6/45	Pretoria...	Johannesburg..	D. L. Joseph, Attorney for Executrix Dative, 44–46 Provident Buildings, 108 Fox Street, Johannesburg.
3475/44	Johnson, Henry Joseph, retired, and surviving spouse, Ada Elizabeth Johnson ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Krugersdorp...	J. B. Hugo & Cronje, Attorneys for Executor Dative, 43 Human Street, Krugersdorp.
90917	Lourens Rasmus Bester, boer, en nagelate eggenote Margaretha Sofia Bester, van Wysfontein, Rustenburg ; Eerste en Finale	1/6/45	Pretoria...	Rustenburg....	Penzhorn, Olivier & Coetsee, Prokureurs, ens., Posbus 55, Rustenburg.
4589/44/ 64	Marco Guiseppe Haglich, pensioner, described in Will as Marco Haglich ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Krugersdorp...	J. B. Hugo & Cronje, Krugersdorp. Attorneys for Executrix Testamentary.
52/45/ 162	Janet Sinclair Gamley, housewife : First and Final Liquidation and Distribution	1/6/45	Pretoria...	Durban.....	Courtney Balfour Gamley, Colin Marshall Gamley, Executors Testamentary, 122 Brooks Street, Brooklyn, Pretoria.
4434/44/ 204	Johanna Adolphina Engela Griebenow (gebore Rousseau), weduwee, huisvrou, van die plaas Spioenkop, Distrik Ermelo ; Eerste en Finale	1/6/45	Pretoria...	Ermelo.....	H. J. Grobler, Posbus 28, Carolina, q.q. Eksekuteur Datief.
3233/44/ 311	Richard Thackray, shift boss, Marievale Consolidated Mines, Ltd., District of Springs ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Springs.....	Hodges, Wilmot & Rood, Solicitors to Executrix Testamentary, Evelyn Mansions, Third Street, P.O. Box 152, Springs, Transvaal Province.
5454/44/ 511	Heinrich Häberle, a baker. First and Final Liquidation and Distribution	1/6/45	Pretoria...	Germiston.....	W. Huftel, Attorney for Executor Testamentary, Lincoln House, 143 Meyer Street, Germiston.
877/45/ 570	Catharina Helena Skeen, housewife, and surviving spouse, Alexander Cecil Skeen ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	A. C. Skeen, Executor Testamentary, P.O. Box 802, Pretoria.
1846/44	Jacobus Johannes van Zyl, 'n spoorwerker, op pensioen, van 89 Tweedelaan, Hercules, Pretoria, en nagelate eggenote Hester Johanna Margaretha (ook bekend as Magrieta) van Zyl (gebore Coetzee) ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	—	Couzyn & Hertzog, Prokureurs vir Eksekutrise Testamentêr, 7 De Villiersgebou, Pretoria.
740/45/ 15	Anna Mary Elizabeth Wells (born Hansen), housewife ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Krugersdorp...	J. B. Hugo D Cronje, 43 Human Street, Krugersdorp.
3387/44/ 572	Jan Hendrik Pennels, messelaar, en nagelate eggenote Anna Dorothea Sophia Pennels ; Eerste en Laaste Likwidasie en Distribusie	1/6/45	Pretoria...	Johannesburg..	A. D. S. Pennels, Ferndale, Pk. Broughton, Johannesburg.
5821/44/ 139	Fred Whatmore, pensioner, and surviving spouse, Petronella Margaret Whatmore (born Beytell) ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	Petronella Margaret Whatmore (born Beytell), c/o P.O. Box 776, Pretoria, Executrix Testamentary.
951/45/ 144	Alletha Elizabetha Coetzer (born De Beer), housewife ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Pietersburg....	Chaltow & Hirschmann, P.O. Box 55, Pietersburg.
6176/44/ 484	Benjamin Cloete, boer ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Pietersburg....	Naude, Naude & McDonald, Posbus 44, Pietersburg.
5146/44	Percy Charles Ginn, manager airport ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Port Elizabeth.	J. G. Ginn, Executrix Dative, c/o Rooth & Wessels, Barclays Bank Building, Church Square, Pretoria.
5529/44/ 344	Christiaan Jacobus Andries Schoeman Strydom, sailmaker, Modderfontein Factory, Germiston, and surviving spouse, Louisa Petronella Strydom (born van Rooyen) ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Germiston.....	Louisa Petronella Strydom (born van Rooyen), Plot No. 21 Pomona Estate, P.O. Kempton Park.
5960/44/ 19	Hester Susanna Vermeulen (gebore Cromhout), huisvrou, en nagelate eggenoot G. C. Vermeulen ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	—	G. C. Vermeulen, Randjesfontein, Pk. Halfweghuis.
95904/ 417	Arend Jacobus Venter ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Rustenburg....	D. J. Kotze, Steenstraat, Rustenburg.
2436/44/ 347	Gertina Clasina Jansen van Vuuren, meerderjarige jongedogter, boervrou, van Buffelshoek, Distrik Potchefstroom ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Potchefstroom..	J. J. Wessels, Posbus 5, Parys, Prokureur vir Eksekuteur Datief.
5036/44/ 28	Johannes Hendrik Fouche, boer, en nagelate eggenote Maria Elizabeth Fouche (gebore Geldenhuys) ; Eerste en Finale	1/6/45	Pretoria...	Zeerust.....	Warren & Van der Spuy, Prokureurs vir Eksekutrise Datief, Posbus 83, Zeerust.
4375/44/ 150	Monty Perel, soldier ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Potchefstroom..	I. F. Waks, Attorney for Executor Dative, P.O. Box 208, Potchefstroom.
4147/43/ 5	Anna Johanna Frederika van Niekerk (gebore Neethling), huisvrou, weduwee, van die plaas Downing, Distrik Witbank ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Witbank.....	A. Blaas, Posbus 68, Middelburg, Transvaal, Eksekuteur Testamentêr.
5563/44/ 667	Gideon Jacobus Jordaan, pensionaris ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Brakpan.....	Roor en Van den Heever, Progress-gebou, Eerstestraat, Posbus 70, Boksburg Noord, vir die Eksekuteurs Testamentêr.
43234/ 173	Wilhelmina Carolina Morsner ; Second and Final.....	1/6/45	Pretoria...	Johannesburg..	C. F. Clur, Executor Dative, Standard Bank Chambers, West and Commissioner Streets, Johannesburg.
2564/44/ 532	Mattheus Christiaan Weldon, grofsmid ; Eerste en Finale	1/6/45	Pretoria...	Bethal.....	Mev. S. J. Weldon, p/a Standard Bank van S.A., Bpk., Posbus 62, Bethal, Transvaal.
4495/44/ 68	Samuel Jacobus Kamffer, soldier ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Leon S. Sapire, Attorney for Executrix Dative, 1–5 Symons Building, 174 Central Avenue, Mayfair, Johannesburg.
2096/44/ 47	William Wheatley Wilkinson, soldier ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Leon S. Sapire, Attorney for Executrix Testamentary, 1–5 Symons Building, 174 Central Avenue, Mayfair, Johannesburg.
2189/44/ 597	Cornelis Coenraad Rall, boer, van Lelliesdal, Pk. Coligny, Distrik Lichtenburg, Transvaal ; Eerste en Tweede en Finale Administrasie en Distribusie	1/6/45	Pretoria...	Lichtenburg....	H. A. M. du Toit, Prokureur vir Eksekuteurs Testamentêr, Posbus 3, Coligny, Distrik Lichtenburg, Transvaal.
3868/44/ 529	Janne Christine Visser (born Draaisma), widow ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Benoni.....	Bryan R. Savory, Executor Testamentary, 17 Bon Accord House, Harrison Street, Johannesburg.
4619/44/ 194	William McMaster (also known as William McLauchlan) McMaster), liftman, and surviving spouse, Mary McMaster (born Whyte) ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	H. F. F. Cottrill, Solicitor for Executrix Testamentary, 240–241 Maritime House, Loveday Street, P.O. Box 4653, Johannesburg.
1195/45/ 77	Angelica Sogno (born Miholovich), housewife ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Isaac Katz, Attorney for Executor Testamentary, 84 Magor House, 74 Fox Street, Johannesburg.
1144/45	Edith Bebington, housewife ; First and Final Liquidation and Distribution	2/6/45	Pretoria...	Johannesburg..	Hardy Philip & Scott, Brown, Attorneys for Executor Testamentary, Fifth Floor, Surrey House, 35 Rissik Street, Johannesburg.
2061/44/ 345	Maud Beatrice Hayward, widow ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	W. B. Allan, Nominee of the Standard Bank of S.A., Ltd., Trust Department, Johannesburg, Branch.
3155/42/ 566	Agnes Turner (born Cathro) ; Supplementary First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	W. B. Allan, Nominee of the Standard Bank of South Africa, Ltd., Trust Department, Johannesburg Branch.
5379/44/ 387	Walter McNaughton, newsagent ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	Margaret Fisher McNaughton, c/o The Standard Bank of South Africa, Ltd., Trust Department, Johannesburg Branch.
4563/44	Bernard Gordon, retired ; First Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	William Aronsohn, Attorney for Executors Testamentary, St. Andrews Buildings, Rissik Street, Johannesburg.
4808/44/ 276	Jacobus Petrus Andries Smit, boer ; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Delmas.....	Mej. M. E. Smit, Posbus 21, Delmas, Eksekutrise Datief.
5962/44/ 391	Andrew Richard Watts, rigger, en nagelate eggenote Susanna Jacoba Watts (gebore Cronje) ; Eerste en Finale	1/6/45	Pretoria...	Springs.....	Nic. Kruger, Posbus 83, Springs.
2730/43/ 578	Hermanus Hendrik Snyman, versekeringsagent, en nagelate eggenote Johanna Christina Snyman (gebore Burger) ; Derde en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Vereeniging....	Smit & Malan, Posbus 165, Voortrekkerstraat, Vereeniging.
5698/44/ 11	Edgar Ronald Smith, clerk, and surviving spouse, Elizabeth Sophy Smith ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	Mrs. S. E. Smith, 225 Bloed Street, Pretoria.
163/45/ 349	Mary Grace Nisbet (born Long), housewife ; First and Final Liquidation and Distribution	2/6/45	Pretoria...	Springs.....	Ivan Davies & Theunisse, P.O. Box 16, Court Chambers, Second Street, Springs.
2880/42/ 240	Richard George Wilson, miner, and surviving spouse, Dina Dorothea Wilson (née Joubert) ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Randfontein....	K. Couzyn, P.O. Box 144, Randfontein.
155/44/ 189	Gertruida Catharina Klopper (born Bernhardt), housewife, and surviving spouse, Hendrik Beltazar Klopper ; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Randfontein....	K. Couzyn, P.O. Box 144, Randfontein.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die*		Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
			Master. *Meester.*	Magistrate. *Magistraat.*	
981/45/45	Cornelia Gertruida Margaretha Mare (gebore Eksteen), en nagelate eggenoot Cornelius Theodorus Mare, boer, van De Vereeniging, Distrik Ermelo; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Ermelo.....	D. Jackson, Posbus 146, Ermelo, Prokureur vi Eksekuteur.
4095/44/7 and 4096/44	J. J. G. Bruyns, labourer, and M. C. Bruyns; First and Final Liquidation and Distribution	1/6/45	Pretoria...	—	A. Cooper, Attorney, 10-11 Security Buildings, 228 Pretorius Street, Pretoria.
273/45/131	Martha Maria Elizabeth Engelbrecht (gebore Nortje), huisvrou, en nagelate eggenoot Gert Barend Engelbrecht, van Honingnestkrantz No. 121, Distrik Pretoria; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	—	Tim. du Toit & Rorich, Prokureurs vir Eksekuteur Testamentêr, 7 R.S.E. Gebou, Burcaulaan, Pretoria.
5065/44	Susanna Alletta Isabella van Loggrenberg (van Loggerenberg) (gebore Jordaan en nagelate eggenoot Willem Herman van Loggerenberg, van Lydenburg; Eerste en Finale Likwidasie en Distribusie	1/6/45	Pretoria...	Lydenburg.....	Schoeman & V. d. Hoven, Gemagtigde Agente, Lydenburg, Posbus 21.
4679/44/399	Florence Wardrop (born Rhodes), widow, of 15A Fourth Avenue, Florida, Transvaal; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Roodepoort...	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria.
8246/44/233	Herbert Brown, hotelkeeper, of King's Hotel, Germiston; First Liquidation and Distribution	1/6/45	Pretoria...	Germiston.....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria.
5404/44/20	Walter Parfitt, cyanide foreman, of 38 Married Quarters, Wit Deep Mine, Knights; First and Final	1/6/45	Pretoria...	Boksburg.....	Mrs. G. C. Parfitt, Executrix Testamentary, c/o P.O. Box 1365, Pretoria.
95280/524	Elizabeth Anne Hickman (born Fissler), of Pretoria; Supplementary Liquidation and Distribution	1/6/45	Pretoria...	—	Stegmann, Oosthuizen & Jackson, Attorneys for Executor, P.O. Box 344, Pretoria.
1889/44/550	Nicolaas Jacobus Jooste, teacher, of Johannesburg; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Hayman, Godfrey & Sanderson, Attorneys for Executrix Testamentary, Transvaal House, 80 Commissioner Street, Johannesburg.
5894/44/201	Joan Alison Robinson (born Morice), veterinary surgeon; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Dumat, Pitts & Blaine, of P.O. Box 2103, Johannesburg, Attorneys for Executor Testamentary.
8835/43/532	Edward Proctor, lieutenant, S.A.A.F.; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	J. Proctor, Executrix Dative, 237 Highland Road, Kensington, Johannesburg.
1458/44/35	Harry Schlyer, bookkeeper, and surviving spouse, Elizabeth Schlyer; First and Final Liquidation	1/6/45	Pretoria...	Johannesburg..	Bell, Buissinne & O. B. Duckles, Attorneys for Executrix Dative, 802 Shell House, Rissik Street, Johannesburg.
5597/44/507	John Clifford Kirk, U.D.F., and surviving spouse, Eva Jane Kirk; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	E. J. Kirk, Executrix Testamentary, 50 Andrews Street, Kenilworth, Johannesburg.
43797/32	Joint Estate Timothy McSharry, who died on 18/3/20, and surviving spouse, Rose McSharry (born McEvoy), subsequently deceased; Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Dumat, Pitts & Blaine, Attorneys for Executors Dative, P.O. Box 2103, Johannesburg.
4119/44/595	Joseph Amos Mills, engineer, of Victoria, British Columbia; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Moodie & Robertson, Attorneys for Executrix Testamentary, 201-214 Grand National Building, Rissik Street, Johannesburg.
279/45/606	Minnie Veronica (also known as Mary) Shanks, retired; First and Final Liquidation and Distribution	1/6/45	Pretoria...	Johannesburg..	Kinna & Veerstecher, Attorney for the Executor Testamentary, Bon Accord House, 19 Harrison Street, Johannesburg.
5783/44	Thomas Philip Brain, Sgt. L.A.A. Regt., of East Geduld Mines, Springs; First and Final Administration and Distribution	1/6/45	Pretoria...	Springs.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers) 298 Smith Street, Durban, Agents for Executrix Testamentary.

NATAL.

1751/44/234	Olga Hackner, wife of Kusal Hackner, of 1 Halrozby Court, Point Road, Durban; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	J. T. Cooper & Co., Estate Administrators, South British Building, 35-39 Field Street, Durban, Agents for Executor Dative.
114/45/1261	Jacques Etienne William Fouquereaux, otter, and surviving spouse, Sarah Fouquereaux; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	Mrs. S. Fouquereaux, c/o P.O. Box 954, Durban.
461/45	Reginald Ross Wilson, soldier; First and Final.....	1/6/45	Pietermaritzburg	Durban.....	J. A. McGregore Hazeldene, 1 Wilson Avenue, West Ridge, Durban.
80/45/620	Andries Jacobus Pietersen, miller; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	David Calder & Son, Agents for Executrix Testamentary, 16, 20 Providend Building, 324 Smith Street, Durban.
1442/44	Intestate Estate Pachratani, Indian immigrant woman No. 45736, housewife, and surviving spouse, Ramfukeer, Indian immigrant No. 11975, farmer, of Sinembe, Natal; First and Final	1/6/45	Pietermaritzburg	Inanda District Verulam	R. L. Hugman, Attorney for Executor Testamentary, Court Chambers, Verulam.
290/45/1230	William Henry Clemo, miner: First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	E. R. Browne & Bonamour, United Buildings, 331 Smith Street, Durban.
170/45	Eduard Hermann Langenhorst, headmaster, and surviving spouse, Maria Catharina Langenhorst (born Remmers); First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Port Shepstone.	C. F. Ziervogel, Attorney for Executrix Testamentary, 43 Escombe Street, P.O. Box 73, Port Shepstone.
180/45/358	Susara Susanna Grobler (gebore Smit), en nagelate eggenoot Jan Christoffel Grobler, van Kwartelsdrif, Distrik Utrecht: Eerste en Finale Likwidasie en Distribusie	1/6/45	Pietermaritzburg	Utrecht.....	Shawe & Bosman, Agente vir Eksekuteur Datief, Utrecht.
88045/1283	Anna Sophie Astrup, widow; First and Final.....	1/6/45	Pietermaritzburg	Eshowe.....	Wynne & Wynne, Solicitors to Executor Dative, P.O. Box 1, Eshowe
271/45/126	Bhagmani, Free Indian immigrant woman, No. 126017, widow, tea room keeper, of Umbango, Port Shepstone District; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Port Shepstone.	Wilfred Pope & W. R. Gibbs, P.O. Box 5, Port Shepstone, Natal, Attorney for Executor Testamentary.
32548/510	Jan Johannes Janse van Rensburg, railway employee, and surviving spouse, Hendrika Wilhelmina Meyer Janse van Rensburg, of Durban; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	C. N. Venter, G. V. Essery & Co., Solicitors for Executor, P.O. Box 1861, Durban.
2251/44	Arthur Hamilton Baynes, formerly assistant bishop, of Birmingham, England; First and Final	30 days	Pietermaritzburg	—	Russell & Stride, Agents for Executors, 181 Church Street, Pietermaritzburg.
22402/282	Intestate Estate Annie Hertz, housewife; Second and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	Cowley & Cowley, Greenacre's Buildings, Greenacre's Passage, Durban, Attorneys for Executor Dative.
A.C. 35349/547	Jacobus Johannes Uys, afgetree, in lewe van Utrecht; Derde en Finale Likwidasie en Distribusie	1/6/45	Pietermaritzburg	Utrecht.....	Shawe & Bosman, Agente vir Eksekuteurs Testamentêr, Utrecht.
1471/44/330	Kakarla Bhadriah N. 74294, retired, of 159 Pinedene Road, Rossburgh, and surviving spouse, Bissetty Gagamman No. 108894; First and Final Distribution	1/6/45	Pietermaritzburg	Durban.....	R. M. Naidoo, Agent for Executor Testamentary, 71 Albert Street, Durban.
655/45/553	Rokaiya Vawda, colonial-born Passenger Indian woman, housewife: First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Verulam.....	H. T. Dickinson, P.O. Box 20, Verulam, Attorney for Executor Testamentary.
99/45/780	Sewkissoon, colonial-born Indian No. 18278/48546, and surviving spouse Rukmin, colonial born Indian woman No. 19482/19483, of Inanda, Natal; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Verulam.....	R. M. Naidoo, Agent for Executor Dative, 71 Albert Street, Durban.
1695/1944	Herman August Engblom, farmer; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Stanger.....	M. C. Smithers, Esq., P.O. Box 46, Stanger, Natal.
2050/44/1232	Percy O'Sullivan Bond, pensioner; First and Final....	1/6/45	Pietermaritzburg	Ladysmith.....	MaCaulay & Riddell, Agents for Executor Dative, P.O. Box 107, Ladysmith.
1634/44/348	Richard Bruce Harvey; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Pinetown.....	Ida Muriel Harvey and Douglas Alexander MacKenzie, c/o Standard Bank of S.A., Ltd., P.O. Box 946, Durban, Executors Testamentary.
939/44/920	Intestate Estate Ramchurn, colonial-born Indian No. 7317/9536/9084, cultivator, of Ottawa, Natal, and surviving spouse, Parbatia, colonial-born Indian woman, Birth Register No. 283/1899; First and Final	1/6/45	Pietermaritzburg	Inanda, District Verulam	R. L. Hugman, Attorney for Executrix Dative, Court Chambers, Verulam.
38263/25	Lutchmi, No. 36132/37688, widow, of Rossbourgh, Durban; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78-83 Salisbury House, Smith Street, Durban.
1955/44/64	Dhanapal; First and Final Administration and Distribution	30 days	Pietermaritzburg	—	A. J. McGibbon & Brokensha, Change Lane, Pietermaritzburg.
27/45/1289	Charles Foggett, widower, of Durban; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	Russell & Marriott, P.O. Box 207, Durban.
1618/44	Diedrick Marcus Michael Meumann, retired farmer, late of Warner Beach, Natal; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	J. D. Boyd, P.O. Box 9, Pinetown, Natal, Executor Testamentary.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Office of the—*Kantoor van die* Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
1734/44	Leonard Meredith Bush, retired; First Administration and Distribution	30 days	Pietermaritzburg	—	A. J. McGibbon & Brokensha, Change Lane, Pietermaritzburg.
2189/34/63	Arthur James Hurd, retired; First and Final Administration and Distribution	30 days	Pietermaritzburg	Howick.....	A. J. McBibbon & Brokensha, Change Lane, Pietermaritzburg.
465/45/34	Govindammal, Indian immigrant woman No. 57983, widow, of 180 Dromore Road, Cato Manor; First and Final Administration and Distribution	30 days	Pietermaritzburg	Durban.....	Findlay & Sullivan, 15 Britannia Buildings, West Street, Durban, Attorneys for Executor Testamentary.
504/45/72	Johannes Olivier de Waal, solicitor, of Estcourt, Natal; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Estcourt.....	Hellet & De Waal, Solicitors for Executor Testamentary, P.O. Box 18, Estcourt.
326/44	Bissessar, colonial born Indian No. 6959/5053/6672, carrier, and surviving spouse, Bhugmania, colonial-born Indian No. Passr/30091, of 30 Brooklelgh Place, Mayville, Durban: Final	30 days	Pietermaritzburg	Durban.....	The Reliance Land and Estate Agency, Madoline Buildings, 439 Smith Street, Durban, J. S. Roopnarian, Agent for Executrix Dative.
661/45/607	Mabel Agnes Redman, housewife: First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	Fowle & Driman, 6 Old Well Court, Durban, Attorneys for Executor Testamentary.
1507/44/862	Testate Estate James John Oosthuis, of Harding, Natal; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Harding.....	F. G. Barnes, Solicitor for Executors Testamentary, Harding Natal.
1488/44/1253	Testate Estate Louis Cash, who died on active service, in the Middle East, on 28th November, 1943; First and Final Administration and Distribution	30 days	Pietermaritzburg	Durban.....	Emmeline Milstead Cash, Executrix Testamentary, c/o D. G. Shepstone, Esq., 18–21 Salisbury House, Smith Street, Durban
1112/44/300	Kader Batcha, passenger Indian, farmer; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	Clark & Clark, Attorneys for Executors Testamentary, 18–20 Club Arcade, Durban.
1411/44/785	Intestate Estate Rampersad, colonial-born Indian No. 68414/68415, factory hand, of Clairwood Natal, and surviving spouse, Dhanrajia, colonial-born No. 72158/72160; First and Final	1/6/45	Pietermaritzburg	Durban.....	R. L. Hugman, Attorney for Executrix Dative, Court Chambers, Verulam.
2057/44	Ada Liddiard Bowers, spinster, of 131 Bulwer Road, Durban; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary.
440/45	Fred Pollard, pensioner, S.A.R. & H., of 247 Stella Road, Hillary, and surviving spouse, Elizabeth Maria Pollard	1/6/45	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary.
475/45	Annie Maud MacDonald, of 8 Deauville Court, Berea Road, Durban, wife of John MacDonald	1/6/45	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executor Dative.
1987/44	Susanna Maria Salomina Buys, widow, of 19 Lytton Avenue, Durban	1/6/45	Pietermaritzburg	Durban.....	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executor Testamentary.
2313/44/870	Harold Mostyn Woodhouse, retired, of Penarth, Umhlanga Rocks, Natal; First and Final	1/6/45	Pietermaritzburg	Verulam.....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria.
249/44	John Henry Vanderwagen, cane planter, of Stanger, Natal, and surviving spouse, Martha Cornelia Vanderwagen (born Schmidt); First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Stanger.....	Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 1365, Pretoria.
2023/44/523	Ramsamy Marimuthu, colonial-born Indian No. 1982/3064/2985, waiter, and surviving spouse, Muniamah, colonial-born Indian No. 43810/21305/21306; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	H. S. Bloom & Hayman Levy, Attorneys for Executor Dative.
784/44/69	Adriaan Jacobus Louw, porter, S.A.R. & H., of 30 Olympic Lane, Wentworth, Durban, and surviving spouse, Heila Magdalena Louw (born Viljoen); Supplementary Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78–83 Salisbury House, Smith Street, Durban.
280/45/575	Evelyn Helena Wynne (born Veckranges), of 6 Escombe Terrace, Point, Durban, and surviving spouse, Leslie Noel Wynne; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78–83 Salisbury House, Smith Street, Durban.
28107/654	James Thomas Pemberton, bachelor, of Durban; Fifth and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	David Strachan & Tayler, 78–83 Salisbury House, Smith Street, Durban.
83/44/647	Moracheea, Indian Immigrant woman No. 18665, widow; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Durban.....	Clarkson & Driver, Attorneys for Executor Testamentary, Lex Chambers, 24 Parry Road, Durban, Natal.
1215/44/1220	Charles Dymock Crofts, retired; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Durban.....	G. A. F. Brett & Wills, Attorneys for Executors Testamentary.
1201/44/335	Peter Cradick Edmonds, farmer, late of Helvetia, Ixopo District, who died in the Middle East on active service; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	Ixopo.....	H. L. Bulcock, Executor Dative, P.O. Box 28, Ixopo.
280/45/420	Edith Maud Ireland, spinster; First and Final Administration and Distribution	1/6/45	Pietermaritzburg	—	D. L. McGillewie & Co., Solicitors for Executor Testamentary, 254 Longmarket Street, Pietermaritzburg.
47/45/107	Captain James Edwards, retired, of Elandslaagte, Natal; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Ladysmith.....	Walton & Tatham, P.O. Box 126, Ladysmith, Natal, Agents for Executrices Testamentary.
1650/44	Testate Estate Amina Aboo, taxi-owner; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	—	B. Athmanand Maharaj & Co., Attorneys for Executor Testamentary, 380 Church Street, Pietermaritzburg, Natal.
1715/44/162	Clifford Graham Heher; First and Final.....	1/6/45	Pietermaritzburg	—	Roy Loney, P.O. Box 209, Pietermaritzburg.
347/45/771	Frederick Evert van Rooyen; First and Final Liquidation and Distribution	1/6/45	Pietermaritzburg	Kranskop.....	L. T. Buss, P.O. Box 12, Kranskop.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

35912	Mac Freeland Blaine (born Cole), widow; First and Final Liquidation and Distribution	1/6/42	Bloemfontein	—	A. C. Mathieson, P.O. Box 43, Grahamstown.
37124	Gesamentlike Boedel Johannes Jurgens van Dyk, en nagelate eggenote Johanna Maria van Dyk (gebore van der Sandt), van Paul Roux, Distrik Senekal; Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Senekal.....	Pretorius & Gordon Fraser, Prokureurs vir Eksekuteur Testamentêr, Aliwalstraat 20, Posbus 202, Bloemfontein.
37230	Gesamentlike Boedel Dirk Jacobus Petrus van den Bergh, in lewe rekenmeester, van Senkant, Bloemfontein, en nagelate eggenote Cornelia Susanna van den Bergh (gebore Joubert): Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	—	Daniels & Smit, Prokureurs vir Eksekutrise Testamentêr, Maitlandstraat 75, Bloemfontein.
37249	Magrietha Louisa Christina van Heerden (gebore Meintjes), huisvrou, en nagelate eggenoot Jan du Plessis van Heerden, van Dardanelles, Distrik Winburg; Likwidasie	1/6/45	Bloemfontein	Winburg.....	Sam Kotzé, P.O. Box 48, Winburg.
37409	Ella Ada Blanch Corson (born Reech), widow, of Bloemfontein; First and Final	2/6/45	Bloemfontein	—	Hugh Wiley, *q.q.* Barclays Bank Buildings, Bloemfontein.
37333	Pieter Willem Nel, ou jonkman, boer, van Oudefountainebleau, Distrik Ladybrand: Eerste en Finale Likwidasie en Distribusie	4/6/45	Bloemfontein	Ladybrand.....	Van Soelen, Hellmuth & Co., Posbus 108, Ladybrand.
37516	Jan Gysbert van Rooyen, boer, van Geluksfontein, Distrik Zastron; Eerste en Finale	1/6/45	Bloemfontein	Zastron.....	Roome & Malan, Posbus 10, Zastron.
37149	Anna Elizabeth Theunissen (gebore Cronje), en oorblywende eggenoot Andries Jacobus Theunissen van Arcadia, Distrik Hoopstad: Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Hoopstad.....	Jac. N. Coetzer, Van Zylstraat, Posbus 1, Hoopstad.
36562	John Graham Stuart, a bank clerk, killed on active Service: First and Final Liquidation and Distribution	1/6/45	Bloemfontein	—	Lance G. Fuller, *q.q.* Executor Dative, 15 Elizabeth Street, P.O. Box 485, Bloemfontein.
37056	Catharina Wilhelmina Maria Botha (gebore Wilken), weduwee, huisvrou, van Theodorus Erst Botha, No. 17823, van Milldraai, Distrik Heilbron; Eerste en Finale (Verbeterde)	1/6/45	Bloemfontein	Heilbron.....	M. J. Grobler, Posbus 48, Heilbron.
37467	Gesamentlike Boedel, Bernardus Johnstone de Beer, oud onderwyser, en langslewende eggenote Maria Susanna Catharina (in die Testament beskrywe as Maria Susanne Catherina) de Beer, (gebore Schoeman), van Villiers, Distrik Frankfort: Eerste en Finale Likwidasie en Distribusie	2/6/45	Bloemfontein	Frankfort.....	Rocco de V. Esterhuysen, Posbus 25, Villiers, Oranje-Vrystaat, *q.q.* Eksekutrise.
36546	Johannes Adriana De Bruyn, boer, van Goedgedag, Distrik Harrismith: Eerste en Finale Likwidasie en Distribusie	2/6/45	Bloemfontein	Harrismith.....	Cloete & Neveling, Stuartstraat, Posbus 69, Harrismith, Prokureurs vir die Eksekuteur Testamenter.

Estate No. *Boedel No.*	Estate late, and Nature of Account. *Boedel van wyle, en Beskrywing van Rekening.*	Date. *Datum.*	Office of the—*Kantoor van die* Master. *Meester.*	Office of the—*Kantoor van die* Magistrate. *Magistraat.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*
4	Anna Susanna Muller, jonge dogter, van Kerkstraat 71, Vrede; Eerste en Finale	1/6/45	Bloemfontein	Vrede.....	J. L. Uys, *q.q.* Eksekutrise Datlef, Posbus 140, Vrede.
87220	Gesamentlike Boedel Johannes Jacobus Grobbelaar, rustende boer, en nagelate eggenote, Maria Aletta Magdalena Grobbelaar (gebore van den Berg): Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Reitz.....	V. R. Oyvier, Roosstraat, Posbus 78, Reitz, Prokureur vir Eksekutrise Testamenter.
86842	Gesamentlike Boedel Louisa Johanna de Kock (gebore Herbst), huisvrou, en nagelate eggenoot Johannes Josias Nicolaas de Kock, boer, van Nuwemoed, Distrik Boshof, Oranje-Vrystaat	1/6/45	Bloemfontein	Boshof.....	F. R. Bock, Prokureur vir Eksekuteur Testamentêr, Posbus 8, Boshof.
87182	Jacoba Margaretha Odendaal Delport (gebore Scholtz), boervrou, en nagelate eggenoot Marthinus Rudolph Delport, van Bethel, Distrik Bethlehem: Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Bethlehem.....	Slabbert Van der Merwe & Co., Posbus 135, Bethlehem.
87162	Christina Catharina Buschow (born van Rensburg), and surviving spouse, Erich Buschow, optician; First and Final Liquidation and Distribution	1/6/45	Bloemfontein	—	S. Rosendorff, Attorney for Executor Dative, 59 Maitland Street, P.O. Box 41, Bloemfontein
87550	Barend Sebastiaan Scholtz, boer, van Weltevrede, Heilbron; Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Heilbron.....	V. d. Merwe & Smuts, Prokureurs vir Eksekutrise Testamentêr, Posbus 55, Heilbron.
36670	Rosina Anna Nieman, huisvrou, en nagelate eggenoot Jan Frederik Nieman, van The Heights, Distrik Senekal; Eerste en Finale	4/6/45	Bloemfontein	Senekal.....	Visser & Co., *q.q.* Eksekuteur. Testamentêr, Posbus 49, Senekal.
87351	Martha Margaretha Louisa Smith (gebore Smith), weduwee, van Distrik Zastron, huisvrou; Eerste en Finale Likwidasie en Distribusie	1/6/45	Bloemfontein	Zastron.....	J. P. Malherbe, Posbus 35, Zastron.

NOTICE TO CREDITORS.

ESTATES OF DECEASED PERSONS. SECTION *FORTY-SIX*, ACT No. 24 OF 1913.

All persons having claims against the Deceased or his Estate in the Estates specified in the annexed Schedule are called upon to lodge their claims with the Executors concerned within the stated periods calculated from the date of publication hereof.

KENNISGEWING AAN KREDITEURE.

BOEDELS VAN OORLEDE PERSONE. *ARTIKEL SES-EN-VEERTIG*, WET No. 24 VAN 1913.

Alle persone wat vorderinge het teen die Oorlede Persoon of sy Boedel en die Boedels vermeld in bygaande Bylae word versoek hulle vorderinge in te lewer by die betrokke Eksekuteure binne die tydperk soos vermeld gereken vanaf datum van publikasie hiervan.

SCHEDULE—*SKEDULE*.

CAPE.—KAAP.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
98418	Wilhelmus Johannes Nell, machine man, S.A. Railways, and surviving spouse, Christina Francina Nell (born Slabbert), of 3 Gates Street, Uitenhage	30 days...	Christina Francina Nell (born Slabbert), 3 Gates Street, Uitenhage, Executrix Testamentary	Cape.
4043	Francina Johanna Kotze (gebore Engelbrecht), boervrou, van Grasgat, Distrik Hay, en nagelate eggenoot Gert Johannes Kotze	30 dae....	J. P. Viljoen, Posbus 37, Prieska, Prokucur vir Eksekuteur Testamentêr	Kaap.
99010	John Joseph Watkins, municipal inspector.....	30 days...	Jeffrey, Robertson & Metlerkamp, 65 Burg Street, Cape Town	Cape.
98911	Emily Hughes (born Simmonds), widow.....	30 days...	Jeffrey, Robertson & Metlerkamp, 65 Burg Street, Attorneys for Executors Testamentary, Cape Town	Cape.
—	Winniefred (or Wennefred) Edith van Tonder (born Wessels), housewife, and surviving spouse, Hermanus Lukas van Tonder, of Port Elizabeth, who died at Somerset East, on the 8th August, 1944.	30 days...	H. W. Phillipson, Attorney for the Executor Testamentary, National House, 113 Main Street, Port Elizabeth	Cape.
98449	Sarah Doningo (born Solomon), housewife, and surviving spouse, Johannes Domingo	30 days...	Joseph Urdang, Attorney for Executor Dative, Klipfontein Road, Athlone	Cape.
98302	Henry Thomas Ware, electrician, City of East London Municipality	30 days...	Walter Charles Ware, 34B St. James Road, East London, Cape Province	Cape.
99115	Petrus Johannes Engelbrecht, retired shopkeeper, and surviving spouse, Annie Josina Engelbrecht (born de Klerk), to whom he was married in community of property	30 days...	A. P. van Wyk, P.O. Box 18, Alexandria, Cape Province, Attorney for Executrix Testamentary	Cape.
99077	Olga Sylpha Bezuidenhout (gebore Volker), huisvrou, en nagelate eggenoot Gerhardus Francois Bezuidenhout, van Peninsula, Distrik Elliot	21 dae....	L. G. Hechter, Posbus 12, Elliot, Agent vir die Boedel.....	Kaap.
98758	Fanny Jarman (born Surmon), widow, of the late Thomas James Jarman	30 days...	Garner & Evennett, Attorneys for Executor Testamentary, P.O. Box 7, Mount Frere	Cape.
99183	Erle Gray, captain, Q.S.C., of Green Point, Cape.....	30 days...	Van Zyl & Partners, Attorneys for Executrix, 17 Church Square, Cape Town	Cape.
99141	Hester Susanna Grobbelaar (gebore Retief), en nagelate eggenoot Michiel Nicolaas Grobbelaar, 'n gepensioeneerde hoof onderwyser, van Hopefield, Malmesbury, Afdeling	30 dae....	Mej. A. E. Grobbelaar, p/a Maree & Bosman (Eind.), Bepk., Voortrekkerstraat, Bellville	Kaap.
98345	Charlis Oicid (also known as Charles Noyiya), labourer, and surviving spouse, Maria Oicid (born Adams), widow	30 days...	M. Bledin & Co., Klipfontein Road, Elsies River, Attorneys for Executor Dative	Cape.
99064	Anna Elizabeth Smit (born Griessel), and surviving spouse, Wynand Gideon Stefanus Smit, pensioner, of Joubert Street, Montagu	30 days...	The Montagu Board of Executors, Ltd., P.O. Box 13, Montagu	Cape.
97138	Ivan Baisley, farmer, died on active service, in Italy.....	30 days...	H. Neethling, Kentani, Attorney to the Executor and Executrix Testamentary	Cape.
99197	Nicolaas Everhardus Philippus Rabe, wewenaar, rustend, van Darling	21 dae....	J. W. L. Krige, Prokureur vir Eksekuteur Testamentêr, Posbus 5, Darling, Kaapprovinsie	Kaap.
99007	Edward Thomas Arnold, chief clerk.....	30 days...	L. M. Arnold, 169 Kloof Street, Cape Town.....	Cape.
99181	Chane Krikler (born Preiss), widow, of Chalisa, Bath Road, Muizenberg	30 days...	Pincus & Matz, Attorneys for Executor Testamentary, Duncan Taylor's Chambers, Main Road, Wynberg	Cape.
99124	Levina Catharina Myburgh (born Schoeman), housewife, and surviving spouse, Stefanus Hendrik Myburgh, sergeant S.A. Police	30 days...	S. H. Myburgh, P.O. Box 13, Naauwpoort.....	Cape.
96291	Anna Catharina van Wyk (born Smit), who died on the 15th July, 1938, and subsequently deceased spouse, Lowies Johannes van Wyk, pensioner, of Lady Grey	30 days...	McKinnell & Muller, P.O. Box 38, Lady Grey, Attorneys for the Estate	Cape.
99155	Jacobus Jacob Daniel Fourie, 'n wewenaar, rustende boer, van Stanford Afdeling, Caledon	1 maand...	J. J. A. Swart, Algemene Bestuurder en Sekretaris van die Bredasdorp Eksekuteurskamer, Voogdy en Assuransie Mpy., Bepk., Bredasdorp, Agent vir die Eksekuteur Testamentêr	Kaap.
99123	Frans Jacobus Lubbe, of Stellenbosch.....	30 days...	Hofmeyr & Hofmeyr, Attorneys for Executrix Testamentary, P.O. Box 15, Stellenbosch	Cape.
96305	Hendrik Johannes van der Walt (Senior), afgetrede boer....	30 dae....	Eben Daniel van der Walt en Jan Harm van der Walt, p/a Posbus 22, Venterstad, Eksekuteur Testamentêr	Kaap.
98762	John Weight, a mental patient, of Knoweside, Stellenbosch	30 days...	MacCallum & Co., Attorneys for Executor, 85 St. George's Street, Cape Town	Cape.
98399	Wilhelmina Frederika Duckitt (born Lawrence), widow, housewife, of the late Henry Charles Duckitt, of 122B Kloof Street, Cape Town	30 days...	MacCallum & Co., Attorneys for Executor Testamentary, 85 St. George's Street, Cape Town	Cape.
99207	Reginald Key Hewitt, retired, of Sea Point, Cape, who died at the Fairmont Nursing Home, Hof Street, Cape Town, on the 3rd May, 1945	30 days...	L. J. Botha, Secretary, The Colonial Orphan Chamber and Trust Co., 4 Church Square, Cape Town, Executor Testamentary	Cape.
99142	Luiz Dovalle Dugald Miller, retired, of The Firs, Simon's Town, who died there on the 10th May, 1945	30 days...	A. H. C. Miller, D. G. Taylor, L. J. Botha, Secretary, The Colonial Orphan Chamber and Trust Co. 4 Church Square, Cape Town, Executors Testamentary	Cape.
99241	Helena Sophia Wagner (born Moorrees), and surviving spouse, Stephanus Andries Wagner, a retired Insruance agent, of Caledon	30 days...	Caledon and South Western Districts Board of Executors, Ltd., P.O. Box 34, Caledon	Cape.
99210	Louisa Caroline van Rooyen (born Laguma), widow, housewife, of Sixth Avenue, Retreat, Cape	30 days...	C. H. Brand, 117 St. George's Street, Cape Town, Attorneys for Executor Testamentary	Cape.
98832	Michael Grant White, lieutenant, S.A.A.F., of Maresfield, Herschel Walk, Kenilworth, Cape Town	30 days...	Albert White, Maresfield, Herschel Walk, Kenilworth, Cape Town, Executor Testamentary	Cape.
—	Elizabeth Ellen Sivertsen (born Young), widow, of Weylynn, Carbrooke Avenue, Claremont, Cape, who died on 25th April, 1945	30 days...	Cleghorn, Brinton & Baker, Attorneys for the Executor Testamentary, Southern Life Buildings, 101 St. George's Street, Cape Town	Cape.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
98555	Louis Henry Midgley, S.A.R. & Harbours pensioner.....	30 days...	F. W. Cooper, Attorneys for Executor Testamentary, P.O. Box 136, East London	Cape.
99084	Wilbur Edgar Middleton, captain S.A.E.C., U.D.F.....	30 days...	F. W. Cooper, Attorney for Executrix Testamentary, P.O. Box 136, East London	Cape.
97938	Arthur Thicthener, retired, of 5 Innes Street, Uitenhage....	30 days...	J. J. Albertyn, Secretary Uitenhage Board of Executors and Trust Co., Uitenhage, Agent for Executrix Testamentary	Cape.
98721	Anna Gysberta Fredrika Johanna Hunter (gebore Mouton), weduwee, boerin, van Elandsbaai, Distrik Piketberg	30 dae....	H. A. Louw, Prokureur vir Eksekuteur Datief, Posbus 8, Clanwilliam	Kaap.
98077	Elizabeth Petronella Mouton, ongetroud, student, van Valcisheuwel, Distrik Clanwilliam	30 dae....	H. A. Louw, Prokureur vir Eksekuteur Datief, Posbus 8, Clanwilliam	Kaap.
98579	William Paterson, widower, pensioner.....	30 days...	E. Paterson.....	Cape.
99158	Janetta Hendrika Jacobs, (gebore Nolte), huisvrou, nablywende weduwee van Andreas P. T. Jacobs	30 dae....	H. C. Viljoen, Takbestuurder van Caledon en Suid Westelike Distrikte Eksekuteurskamer Bepk., Villiersdorp, Agent vir Eksekutrise	Kaap.
93253	Frank Gradwell Schulze, bachelor, student, formerly of East London, who was killed on active service on 21st June, 1944	30 days...	J. N. Burgess, Secretary; Frontier Orphan Chamber and Trust Co., Ltd., 24 Union Street, East London, Agent for Executor Dative	Cape.
99032	Hester Jacoba van Sittert (born Reinecke), a housewife, of 91 Frere Road, East London, who died at Pretoria, on the 30th March, 1945, and surviving spouse, Andrew August van Sittert	30 days...	Wakefield, Houzet & Burmeister, Attorneys for the Executor Testamentary, 38 Terminus Street, East London	Cape.
98018	Gert Johannes Marthinus Stander, boer, en nablywende eggenote Ella Magdalena Petronella Stander (gebore Stander), van Ronde Vlei, Distrik George	6 weke....	G. O'Connell, Prokureur vir Eksekuteur Testamentêr, Posbus 73, George	Kaap.
98920	Dirk Johannes van Tonder, boer, van Langverwacht, Distrik Calitzdorp	30 days...	W. M. Luscombe, Prokureur vir Eksekutrise Testamentêr, Kerkstraat, Oudtshoorn	Kaap.
9727	Jacobus Joseph, arbieder, van Oudtshoorn.....	30 dae....	W. M. Luscombe, Prokureur vir Eksekuteur Datief, Kerkstraat, Oudtshoorn	Kaap.
98943	Francois Petrus van der Merwe, farmer, of Jansenville....	1 month...	Sid Fourie & Co., Jansenville.....	Cape.
98203	Richard Edmund Hobson, student, of Paardefontein, Jansenville	1 month...	Sid Fourie & Co., Jansenville.....	Cape.
98404	Anna Dorothea Bester (gebore van Dyk), en nablywende eggenoot Willem Abraham Jacobus Bester, stasievoorman in die S.A. Spoorweë, van Indwe	30 dae....	E. J. Nurse, Prokureur vir Eksekuteur Datief, Posbus 20, Indwe	Kaap.
95220	Patrick Maclaine Paterson (also known as Patrick Maclean Paterson), mental patient, of Grahamstown	30 days...	Scott, Stegmann & Mills, Attorneys for Executor Dative 58 Charles Street, P.O. Box 11, Somerset East	Cape.
99205	Emily Alice Campbell (born Duncombe), widow, clerk, of Mount Rainier, Strathcoma Road, Oranjezicht, Cape Town	30 days...	Menzies, Birse & Chiddy, Attorneys for the Executor Testamentary, 80 Adderley Street, Cape Town	Cape.
99061	Dirk Reynier (or Renier), van Rooyen, retired overseer, and surviving spouse, Margaretha Aletta van Rooyen, born Meyer, of Humansdorp	30 days...	Walter Trevillian Jones, Main Street, P.O. Box 47, Humansdorp	Cape
98921	Gesina Johanna Victor (gebore Myburgh), huisvrou, en nagelate eggenoot Albertus Jacobus Victor, skoenmaker, van Britstown	30 dae....	Raath & de Villiers, Prokureurs, Britstown.....	Kaap.
99011	Johannes Petrus Meintjes, boer, van Groot Zeekoegat, Molteno	31 dae	B. S. de Kok, Posbus 63, Winburg, Oranje Vrystaat.....	Kaap.
2237/45	Elsie Johanna Grabe (gebore Badenhorst), weduwee.....	30 dae....	H. Oudhoff, Posbus 34, Amersfoort, Prokureur vir Eksekuteur Testamentêr	Kaap.
97882	Charles Henry Webb.....	30 days...	Whiting & Griffin, Provident Building, 28 Terminus Street, East London	Cape.
97607	William Penvil Edmeades, mental hospital, Grahamstown..	30 days...	Pocock & Bailey, Attorneys for the Executor Dative, Church Street, Oudtshoorn	Cape.
98323	George Henry Bramwell Shaw, retired magistrate, of Rondebosch, Cape Town, and surviving spouse, Sarah Roberta Godlonton Shaw	30 days...	Mrs. S. R. G. Shaw, c/o Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town	Cape.
98325	Martha (May) Magdalena Wilhelmina French (born de Villiers), widow, housewife, of Kommetje, District Simonstown	30 days...	Whitehorn & Wilson, Standard Bank Chambers, Adderley Street, P.O. Box 25, Worcester, Cape Province.	Cape.
95674	Elizabeth Johanna Gertruida Swanepoel (gebore Weyers), weduwee, boer, van Rietbron, Distrik Willowmore	30 dae....	K. D. Haak, Prokureur vir die Boedel, Posbus 11, Prins Albert	Kaap.
98884	Helena Maria van Niekerk, spinster, nurse, of Maitland....	21 days...	Templeman, Macdonald & Conradie, Attorneys for Executor Dative, P.O. Box 13, Durbanville	Cape.
98766	Piet Celie, labourer, and surviving spouse, Elizabeth Pollina Celie (born Jansen), of Heidelberg, Cape Province	30 days...	J. J. N. Swart, Branch Manager, Caledon and South Western Districts Board of Executors, Ltd., P.O. Box 3, Heidelberg, Cape Province, Agent for Executor Testamentary	Cape.
98872	Thomas Hendrik de Beer, farm manager, and surviving spouse, Helena Petronella de Beer (born Botha), to whom he was married in community of property, of Uitsig, Division of Bedford	1 month...	Turpin & Humphrey, P.O. Box 2, Bedford, Attorneys for Executrix Testamentary	Cape.
99325	Roderick Gimson MacKenzie, bachelor, captain Royal Marines	30 days...	Grace Helena Gimson, c/o Barclays Bank (Dominion, Colonial and Overseas), Trustee Department, P.O. Box 4, Cape Town, Executrix Testamentary	Cape.
99166	Anna Maria Rattray (born During), a widow, housewife....	30 days...	William Patrick Rattray, c/o Muller & Vorster, 4 Wale Street, Cape Town	Cape.
98542	Jemina Francina Catharine Sanders, and surviving spouse, William Walter Sanders, an engine driver, of Durban, Natal	30 days...	P. L. Close, Secretary, General Estate and Orphan Chamber, Executor Testamentary, 136 Adderley Street, Cape Town	Cape.
99350	John or Johan Adolpus Teepe, retired farmer, of Claremont, Cape	30 days...	M. M. Teepe, P. L. Close, Secretary, General Estate and Orphan Chamber, Executors Testamentary, 136 Adderley Street, Cape Town	Cape.
99038	Hugo Hugo-Brunt, chief forestry officer to the City of Cape Town, who died in Cape Town on 26th April, 1945	30 days...	R. P. Gain, Secretary, Executor Testamentary, The Borad of Executors, 4 Wale Street, Cape Town	Cape.
99070	John Julius George Waterman, retired businessman, who died at Koelenhof, Cape, on 2nd May 1945	30 days...	R. P. Gain, Secretary, Executor Testamentary, The Board of Executors, 4 Wale Street, Cape Town	Cape.
98578	Thomas Frederick Hobbs, who died at Wynberg, Cape on 5th April, 1945	30 days...	R. P. Gain, Executor Dative, The Board of Executors, 4 Wale Street, Cape Town	Cape.
99184	Elizabeth Annie Hamilton, spinster, retired, of Mowbray, Cape	30 days...	The South African Association for the Administration and Settlement of Estates, 6 Church Square, Cape Town	Cape.
99255	Henry John Bennett, S.A.R. pensioner, of Claremont, Cape	30 days...	Van Zyl & Partners, Attorneys for Executrix, 17 Church Square, Cape Town	Cape.
99015	Edward William Rutgers Gunning (also known as Edward William Gunning), checker, South African Railways, who died on 23rd April, 1945, at King's Ware House, Docks, Cape Town, and surviving spouse, Ethel Winifred Gunning	30 days from 4/6/45	Fairbridge, Arderne & Lawton, 41 Parliament Street, Cape Town	Cape.
98055	Violet May Young (born McFarlane) or (MacFarlane), housewife, of 102 Tennyson Street, East London, the 6th October, 1944, and surviving spouse, Percy Stanley Young	30 days...	W. A. Throup, Secretary, East London Board of Executors and Trust Co., Ltd., for Executor Testamentary	Cape.
98839	Lieut./Col. Angus Stewart Duncan, killed on active service, of Kenilworth, Cape	30 days...	Syfrets Trust Co., Ltd., 24 Wale Street, Cape Town.....	Cape.
96172	Frederick William Seager Clark, sergeant in the Union Defence Forces, who died on active service, in Italy, on the 16th November, 1944	1 Month...	Solomon & Co., Attorneys for Executrix Dative, 148 St. George's Street, Cape Town	Cape.
152/605	John Dillon O'Reilly, of Cape Town, who died at Estcourt, Natal, on 27th July, 1914	30 days...	Gerald J. O'Reilly, Executor Testamentary, 122 Adderley Street, Cape Town	Cape.
98385	Peter John Lombard, a gas fitter, and surviving spouse, Isabella Catherine Lombard, formerly Campbell (born Kalanden), of 6 Cauvin Road, De Waal Drive, Cape Town	30 days...	Banard Katzef & Co., Attorneys for the Executrix Dative, 491 Albert Road, Salt River	Cape.
99245	Mary Jane Stansfield (also known as Mary Stansfield), of Cape Town	30 days...	Walter Kemna Dose, Executor Testamentary, 37 Castle Street, Cape Town	Cape.
95955	George King, retired.....	30 days...	Maurice Rose & Lutrin, Attorneys for Executor Dative, 86 St. George's Street, Cape Town	Cape.
4060	Sophie Franziska Bigalke.....	30 days...	Herman Eduard Bigalke, 30 York Street, Kimberley, Rudolph Carl Heinnie Bigalke, 7 South Circular Road, Kimberley, Heinrich Carl Bigalke, P.O. Box 754, Pretoria	Cape.
99257	Maria Cornelia Engelbrecht (gebore Greeff), wat gehuud was buite gemeenskap van goedere met Barend Jacobus Engelbrecht, 'n boer, van Welverdiend, Distrik Adelaide	30 dae....	Hendrikz & De Klerk, Posbus 20, Adelaide, Prokureurs vir die Eksekuteur	Kaap.
3985	Agnes Matilda Murray (born Young), widow, retired, of 5 Spencer Lane, Kimberley	30 days...	D. P. Veary, Secretary, Griqualand West Loan, Trust and Agency Co., Ltd., 15 Stockdale Street, Kimberley, Executor Dative	Cape.
99225	James Cecil Dugmore, pensioner, of Bell Street, Fort Beaufort	30 days...	A. A. Hanesworth, Attorney for Executrix Testamentary, Durban Street, Fort Beaufort	Cape.
97434	William Sydney Ray Dorrington, retired civil servant, of Durban Street, Fort Beaufort	30 days...	A. A. Hanesworth, Attorney for Executor Dative, Durban Street, Fort Beaufort	Cape.
4063	Joseph Dixon, digger, of Sydney-on-Vaal.....	14 days...	Elliott & Maris, Attorneys for Master's Representative, 6 Market Street, Kimberley	Cape.
98716	Sarah Susanna Brönn (gebore Neethling), en nablywende eggenoot Lukas Petrus Brönn, afgetrede ambagsman, van Reitzstraat, Robertson	30 dae....	J. H. Genis, Algemene Bestuurder en Sekretaris, Robertson Voogdij en Agentschap, Bepkt., Posbus 23, Robertson	Kaap.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
98424	Francis James Bradford, S.A.R. pensioner	30 days	F. A. Bradford, 58D Uitenhage Road, Sydenham, Port Elizabeth	Cape.
99284	Louis Petrus Jacobus Bester, lykbesorger, en nagelate eggenote Jacoba Petronella Bester (gebore Britz), van De Aar	30 dae	R. C. Mostert, Prokureur vir die Boedel, Posbus 22, De Aar	Kaap.

TRANSVAAL.

1687/45	Hermann Kallenbach, architect	30 days	Bernard Gering, Gering & Neil, Attorneys for the Executors Testamentary, 315 Transvaal House, Johannesburg	Transvaal.
2145/45	Elizabeth Johanna Antoinetta Nieuwoudt (gebore de Lange) en nagelate eggenoot Jacobus Cornelis Nieuwoudt, boer, van Nooitgedacht, Distrik Carolina	30 dae	C. P. Theron, Posbus 32, Machadodorp	Transvaal.
6137/44	Gertruida Anna Naudé (gebore Naudé), weduwee, rustende huisvrou	30 dae vanaf 25/5/45	Van Velden & Lategan, Posbus 71, Rustenburg	Transvaal.
2063/45	Cuthbert Henry John Savage, retired, pensioner	30 days	H. M. Savage, Executrix Testamentary, c/o Rooth & Wessels, Barclays Bank Buildings, Church Square, Pretoria	Transvaal.
1083/45	Sonia Leah Flax (Flex) (born Toflas)	21 days	D. L. Joseph, Attorney for Executor Dative, 44/46 Provident Building, 108 Fox Street, Johannesburg	Transvaal.
4822/44	Martha Susanna van Deventer (gebore Marx), weduwee, boerin, van Kluitfontein, Distrik Potchefstroom	30 dae vanaf 25/5/45	Meyer & Meyer, Prokureurs vir Eksekutrise, Potchefstroom	Transvaal.
5721/44	Anna Catharina Roestorf (gebore Viljoen) en nagelate eggenoot Daniel Gerhardus Philippus Roestorf, boer, van Vyfhoek, Distrik Potchefstroom	30 dae vanaf 25/5/45	Meyer & Meyer, Prokureurs vir Eksekuteur Testamentêr, King Edwardstraat 103, Potchefstroom	Transvaal.
197/45	Daphne Geraldine Smith (born Chamberlain), housewife	30 days	Ater Steyn, Executor Dative, 29–38 Burlington House, Pretoria	Transvaal.
1494/45	Anna Maria Jacoba du Plessis (gebore Barnard), weduwee	30 dae	Dempers & De Greef, Posbus 12, Wolmaransstad, Prokureurs vir Eksekuteur Testamentêr	Transvaal.
5078/44	Dorothea Susanna Magdalena Botha (born Viljoen), housewife, and surviving spouse, Abraham Johannes Botha, of Pomona Estates, District of Benoni	30 days	Malherbe, Rigg & Ranwell, Attorneys for the Executor Dative, Corder's Buildings, Commissioner Street, P.O. Box 186, Boksburg	Transvaal.
2125/45	Noah Weltman, retired musician	30 days	Sloot & Broido, P.O. Box 1703, Johannesburg	Transvaal.
2018/45	Ernest John Wright, retired railway servant	30 days	Savage & Page, P.O. Box 745, Pretoria, Attorneys for Executors Testamentary	Transvaal.
2231/45	Jacob Berkowitz, motor mechanic	30 days	Mendel Levin & Kagan, Attorneys for Executors Testamentary, 408 Transvaal House, 80 Commissioner Street, Johannesburg	Transvaal.
2165/45	Cornelius (in testament beskryf as Cornelis) Johannes Stephanus Coetzee, boer, en nagelate eggenote Anna Francina Coetzee (gebore le Roux)	30 dae	I. Gordon, Posbus 1, Wolmaransstad	Transvaal.
1375/45	John Cooksley Bauke Kleinenberg, farmer, of Barotta, District of Zoutpansberg	30 days	Mrs. P. E. Kleinenberg, Barotta, Private Bag, P.O. Louis Trichardt, Executrix Testamentary	Transvaal.
2143/45	Susara Susanna Liljquist, formerly Zillen (born Viviers), widow, housewife, of Benoni	30 days	A. E. Cook, Attorney for Executor Testamentary, Goch Buildings, Taylor Street, P.O. Box 52, Benoni	Transvaal.
2051/45	Kamie Davis, formerly Isaacs (born Davis), widow, housewife	30 days	Broomberg & Graff, Magor House, 74 Fox Street, Johannesburg	Transvaal.
1760/45	William John Goodwin, retired miner, of Zesfontein, District of Benoni, and surviving spouse, Maggie Magdalena Goodwin (born Botha)	30 days	A. E. Cook, Esq., Attorney for Executor Testamentary, Goch Buildings, Taylor Street, P.O. Box 52, Benoni	Transvaal.
2202/45	Maria Margaretha Ackerman (gebore Vosloo) en nagelate eggenoot Charl Johannes Bernardus Stephanus Ackerman, pensionaris	30 dae	Dr. Carel Potgieter, Posbus 4614, Johannesburg	Transvaal.
2118/45	Johanna Alida Maria Nell (born van Wyk), a widow, housewife, of Johannesburg	30 days	Lovell, Miller & Dreyer, Attorneys for Executor Testamentary, 29 Bedford Street, Benoni	Transvaal.
2243/45	Catherine Dianne Ostermeyer (born Stone), a widow, housewife, of Benoni	30 days	Lovell, Miller & Dreyer, Attorneys for Executor Testamentary, 29 Bedford Street, Benoni	Transvaal.
2060/45	Barend Johannes Palm, boer, en nagelate eggenote Maria Margaretha Palm (gebore Buckle), van Rensburg, Distrik Heidelberg	30 dae	A. F. Robertson, Posbus 143, Heidelberg, Transvaal	Transvaal.
1178/45	Louis Lucas Fourie, No. 174890V, lieutenant, killed in action in Italy, formerly a salesman at Ermelo, and surviving spouse, Elizabeth Maria Fourie (born Lemmer), c/o Standard Bank of South Africa, Ltd., Zeerust	1 month	Rupert Cecil Miskin, c/o Standard Bank of South Africa, Ltd., Zeerust	Transvaal.
2203/45	Christian Philippus Annandale, boer, en nagelate eggenote Judith Maria Annandale (gebore van Jaarsveld), van Holgatsfontein No. 221, Distrik Standerton	30 dae	Kichenbrand & Van Heerden, Prokureurs vir Eksekutrise Testamentêr, Posbus 39, Standerton	Transvaal.
2030/45	Jacomina Sara Silson (born van Soelen), clerk, of Krugersdorp, Transvaal	30 days from 1/6/45	Israel & During, Old Municipal Buildings, Jan Street, Roodepoort	Transvaal.
2045/45	Daniel Cyas Petrus Coetzee, boer, van Lunskip, Distrik Belfast, en nagelate eggenote Hester Maria Catharina Coetzee (gebore Laubscher)	30 dae	Prokureur H. J. Low, Dullstroom	Transvaal.
5611/44	Captain Gordon Leighton Thomson, ventilation officer, Randfontein Mine, and surviving spouse, Gladys Polson Thomson (born Barwell), of Randfontein	1 month	Pocock & Bailey, P.O. Box 58, Oudtshoorn	Transvaal.
2163/45	Louwrens Erasmus Badenhorst, 'n wewenaar, plaasboer, wonende te Rietpan, Distrik Wolmaransstad	30 dae	P. J. Beukes (agent), Posbus 69, Wolmaransstad	Transvaal.
1682/45	Nathaniel Gibbons, secretary	30 days	Austin & Goudvis, Attorneys for Executrix Testamentary, 7–8 Hamilton Chambers, Andries Street, Pretoria	Transvaal.
5399/44	Catherine Hoods (born Smith), Cape Coloured	30 days	Austin & Goudvis, Attorneys for Executrix Testamentary, 7–8 Hamilton Chambers, Andries Street, Pretoria	Transvaal.
5398/44	Charles Albert Hoods and surviving spouse, Catherine Hoods	30 days	Austin & Goudvis, Attorneys for Executrix Testamentary, 7–8 Hamilton Chambers, Andries Street, Pretoria	Transvaal.
400/45	Zachrijja Susara Visagie (gebore Roos), huisvrou	30 dae	Carl Benjamin Visagie, Luckau, Pk. Monsterlus, Distrik Groblersdal	Transvaal.
699/45	Joseph Johannes Trollip, tradesman	30 days	Kraut, Wagner & Hutchinson, Attorneys for Executrix, 36 Bureau Lane, Pretoria	Transvaal.
1064/45	Annie Smith, formerly McGonigal (born Henderson), of Johannesburg	30 days	Morris Alexander, Attorney for Executor, P.O. Box 3949, Johannesburg	Transvaal.
3891/44	William Lomax, and surviving spouse, Olive Lomax (born Barnett), of Johannesburg	30 days	Morris Alexander, Attorney for Executrix Dative, P.O. Box 3949, Johannesburg	Transvaal.
97908	James Tarbett, retired postmaster, of 59 Irvine Street, Port Elizabeth, Cape Province, and surviving spouse, Kathleen Margaret Elizabeth Tarbett (born Middleton)	30 days	J. G. E. Tarbett, Executor Dative, P.O. Box 69, Jeppestown	Transvaal.
923/45	Dorathea Bernstein, housewife, of Cricklewood, in the County of Middelsex, England, who died whilst residing at 20A Tyrwhitt Avenue, Rosebank, Johannesburg	30 days	M. L. Rosin, Attorney for Executors, 311 Permanent Buildings, Commissioner Street, Johannesburg	Transvaal.
1793/45	Cornelius Johannes Andries Wolmarans, stoorman, en nagelate eggenote Maria Susanna Aletta Wolmarans (gebore Boshoff)	30 dae	Dr. Carel Potgieter, Posbus 4614, Johannesburg	Transvaal.
1585/45	Michael Joseph Fitzgerald, blacksmith, on active service	30 days	Ivan Davies & Theunissen, Attorneys for Executor Dative, Court Chambers, Second Street, P.O. Box 16, Springs	Transvaal.
1669/45	Mavis Ann Clarice King, major spinster, nursing sister	30 days	Milstein & Milstein, Standard Bank Chambers, P.O. Box 21, Nigel	Transvaal.
591/45	Willie Eusebius Duma, lorry driver	21 days	Raubenheimer & Donen, 731 S.A. Mutual Buildings, cor. Commissioner and Harrisson Streets, P.O. Box 2786, Johannesburg	Transvaal.
695/45	Samuel Hack, storekeeper	30 days	I. Averbuch, Attorneys for Executrix Testamentary, A.H.T. Buildings, Commissioner Street, Johannesburg	Transvaal.
2142/45	Peter William Durandt, reduction worker, and surviving spouse, Aletta Catharina Durandt (born Pienaar), of Turffontein, Johannesburg	30 days	B. B. Brodrick, General Secretary, Mine Workers' Union, P.O. Box 2525, Johannesburg	Transvaal.
1670/45	James McCallum Lee, carpenter	30 days	H. M. Slade, Attorney for Executor Dative, P.O. Box 968, Pretoria	Transvaal.
2238/45	Willem de Jager, boer	30 dae	Bekker, Brink & Brink, Prokureurs vir Eksekuteur, Posbus 73, Ermelo	Transvaal.
2005/45	John Frederick Greenfield, retired mine storekeeper	30 days	Mrs. Frances H. Greenfield, Executrix Testamentary, P.O. Box 2653, Johannesburg	Transvaal.
2057/45	Jan Stephanus Mellet, widower	30 days	M. M. Roux & Wapenaar, Attorneys for Executor Testamentary, Agents for Executrix Dative, Union-Castle Buildings, Loveday Street, Johannesburg	Transvaal.
2349/45	Simon Dorfan, merchant, of Johannesburg	30 days	L. Friedman, or Wolk & Uran, Attorneys for Executors Testamentary, 68/70 Stanley House, Commissioner Street, Johannesburg	Transvaal.
1880/45	Frederik Jacobus van der Merwe, farmer, and surviving spouse, Christina Henriëtta van der Merwe (born Cilliers) of Kleinfontein, P.O. Torrington, via Zeerust	30 days	Rupert Cecil Miskin, c/o The Standard Bank of South Africa, Ltd., Zeerust Branch	Transvaal.
2049/45	Audries Michiel Steyn, farmer, and surviving spouse, Jacoba H. Steyn	30 dae	S. J. van der Spuy, Solicitor, Groot Marico	Transvaal.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent. *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
2148/45	Louisa Sarah Jane Schuch (born Harnsworth), widow....	30 days...	Louisa Elizabeth Hintze, P.O. Box 45, Silverton, Transvaal..	Transvaal.
3359/44	Rodney Halcott Yaldwyn, lieutenant, S.A.A.F.....	30 days...	S. H. Yaldwyn, 300 Twelfth Avenue, Gezina Pretoria.....	Transvaal.
2012/45	Martha Harriet Pickford (born Hawes) (also known as Pattie Pickford), widow	30 days...	Herbert James Pickford, Executor Testamentary, 57 First Avenue, Bezuidenhout Valley, Johannesburg	Transvaal.
1685/45	Dirk Jacobus Albertus Hanekom, ticket examiner, S.A.R., and surviving spouse, Martha Magdalena Hanekom (born Fourie)	30 days...	L. J. McCarthy, Attorney for Executrix Testamentary, Maritime House, Loveday Street, Johannesburg	Transvaal.
2273/45	James Clow Wilson, company director.....	30 days...	Mrs. K. M. Wilson, c/o E. F. K. Tucker, Attorney, P.O. Box 9, Johannesburg	Transvaal.
2229/45	James Bartholomew Allan, farmer, and surviving spouse, Margaret Allan (born Murray)	30 days...	Routledge, Douglas Wilson, Botha & Munnik, Attorneys for the Executrix Testamentary, St. Andrew's Buildings, 39 Rissik Street, Johannesburg	Transvaal.
1802/45	Agnes Barbour, a spinster, retired, of 11 Dempster Street, Greenock, Scotland	30 days...	Tennant & Barbour, 4–5 Stability Unit Buildings, 20 Simmonds Street, Johannesburg	Transvaal.
1508/39	David Erskine, farmer, of Pietersburg.....	30 days...	Kotzé & Gillett, Attorneys for Executrix, Empire Buildings, Maré Street, P.O. Box 217, Pietersburg	Transvaal.
2146/45	Harry Plet, general dealer.....	30 days...	Charles Joffe, Attorneys for Executrix Testamentary, 2 Standard Bank Buildings, Third Street, P.O. Box 432, Springs	Transvaal.
2207/45	John Currey, a native, and surviving spouse, Cornelia Currey	30 days...	Weavind & Weavind, 1–5 Court Chambers, 189 Andries Street, Pretoria, Attorneys for Executrix Testamentary	Transvaal.
2059/45	Winifred Mary Newell (born Perry), housewife, and surviving spouse, Edgar James Newell	30 days...	Hayman, Godfrey & Sanderson, 108 Transvaal House, 80 Commissioner Street, Johannesburg	Transvaal.
1940/45	Martha Johanna Olivier, (born de Jong), widow, housewife..	30 days...	Routledge, Douglas Wilson, Botha & Munnik, Attorneys for Executor Testamentary, St. Andrew's Building, 39 Rissik Street, Johannesburg.	Transvaal.
5618/44	Sarah Bethlehem (born Goldberg), housewife.....	30 days...	D. R. Snaier, 514 Aegis Buildings, Loveday Street, Johannesburg	Transvaal.
1829/45	Andries Daniel Theron, and surviving spouse, Gesina Maria Phillipina Theron (born Bouwer), of Princess Agricultural Holdings, Roodepoort	30 days...	Sadie & Sadie, Attorneys for Executrix Testamentary, 205 Mutual Buildings, c/o Harrison and Commissioner Streets, Johannesburg	Transvaal.
5313/44	Julius Reichmann, retired.....	30 days...	Behrman & Behrman, 101–4 Chancellor House, 25 Fox Street, Johannesburg, Attorneys for Executor Dative	Transyaal.
5599/44	Sarah Maria Oosthuizen (gebore Westenraad), vroer Maloney, huisvrou, en nagelate eggenoot Jan Willem Oosthuizen, van Derdelaan 988, Wonderboomsuid	30 dae....	Stegmann, Oosthuizen & Jackson, Prokureurs vir Eksekuteur, Kerkplein, Pretoria	Transvaal.
1063/45	Lilian Kate Spiers, widow, housewife.....	30 days...	H. A. Damant, 44–6 Alliance Buildings, Rissik and New Street North, Johannesburg	Transvaal.
2281/45	Adriaan Kuhlmeyer, confectioner, and surviving spouse, Janna Kuhlmeyer (born de Vries), of Johannesburg	30 days...	Van Gorkom & Noonan, Attorneys for Executrix Testamentary, Standard Bank Chambers, Fox Street, P.O. Box 636, Johannesburg	Transvaal.
2165/45	John Brown, builder and contractor, and surviving spouse, Edith Brown	30 days...	Hayman, Godfrey & Sanderson, 108 Transvaal House, 80 Commissioner Street, Johannesburg	Transvaal.
1931/45	John Alexander MacDonald (also known as John Alexander Swift), tram conductor	30 days...	Bristow & Brathwaite, 308–9–10 Netherlands Bank Buildings, Fox Street, Johannesburg, Attorney for Executrix Testamentary	Transvaal.
2161/45	Christopher William Ballenden, engineering student.....	30 days...	Bristow & Brathwaite, 308–9–10 Netherlands Bank Buildings, Fox Street, Johannesburg, Attorneys for Executrix Testamentary	Transvaal.
1207/45	Petronella Wilhelmina Johanna Hendrina (Hendriena) Bosch (born Bosch), housewife, and surviving spouse, Archibald Henry Bosch	30 days...	Archibald Henry Bosch, 81– Sixth Street, Parkhurst, Johannesburg, Executor Testamentary	Transvaal.
2080/45	Griffith Blathwayt Harris, bank official, and surviving spouse, Nellie Edith Harris	30 days...	N. E. Harris, Executrix Testamentary, c/o Netherlands Bank of S.A., Kruis Street Branch, Johannesburg	Transvaal.
2053/45	John Joseph Gaynor, commissionaire, of Johannesburg....	30 days...	Moodie & Robertson, Attorneys for Executrix Testamentary, 201/214 Grand National Building Rissik Street, Johannesburg	Transvaal.
2048/45	George Burn Dunlop, cartage contractor, of Johannesburg	30 days...	Moodie & Robertson, Attorneys for Executrix Testamentary, 201–214 Grand National Building, Rissik Street, Johannesburg	Transvaal.
2272/45	Richard Wade Spencer, retired, who died in Vereeniging Hospital on 4/4/1945	30 days...	Dumat, Pitts & Blaine, Security Buildings, 95 Commissioner Street, P.O. Box 2103, Johannesburg, Attorneys for Executor Testamentary	Transvaal.
1848/45	William Maurice Holden, civil servant.....	30 days...	Standard Bank of S.A. Ltd. (of London), c/o Standard Bank of S.A., Ltd., P.O. Box 1031, Johannesburg	Transvaal.
1612/45	Buckley Holmes, of independent means.....	30 days...	William Ballie Allan, Nominee of the Standard Bank of South Africa, Ltd., Trust Department, Johannesburg Branch	Transvaal.
1786/45	James Gilbert Turner Anderson, clerk, South African Railways	30 days...	McEwan, Fearnhead & Pinkerton, Attorneys for Executrix Testamentary, Provident Building, 108 Fox Street, P.O. Box 3324, Johannesburg	Transvaal.
2832/44	Willem Cornelis Janse van Rensburg, farmer, of Pietersburg	30 days...	G. W. H. van Tyen, 25 Bureau Lane, Pretoria.....	Transvaal.
724/44	Louting Ah Pok, of Pretoria.....	30 days...	G. W. van Tyen, 25 Bureau Lane, Pretoria.....	Transvaal.
2184/45	Jacoba Maria Oosthuizen (gebore Harmse, en oorblywende eggenoot Josephus Oosthuizen, arbeider, van Christiana	30 dae....	G. Bands, Posbus 63, Christiana, Transvaal, Eksekuteur Testamentêr, se Agent.	Transvaal.
73319	Frederik Daniel Scheepers, boer.....	30 dae....	J. P. Mouton, Pk. Rustplaats, oor Lydenburg.....	Transvaal.
2058/45	Anna Wilhelmina van der Merwe (gebore Pieterse), en langslewende eggenoot Hans Jurgens van der Merwe, boer, van Leeuwpoort, Distrik Potchefstroom	30 dae....	Meyer & Meyer, Prokureurs vir Eksekuteur Testamentêr, Posbus 122, Potchefstroom	Transvaal.
5620/44	Hermanus Johannes Cruywagen, inspector of pipes, and surviving spouse, Anna Elizabeth Cruywagen (born Greef), of 2 Cross Street, Germiston	30 days...	E. C. Barrett & Van Zyl, 157 Meyer Street, Germiston, Attorneys for Executrix Dative	Transvaal.

NATAL.

879/45	Clara Emma Fraser (née Foggitt), domestic duties, and surviving spouse, Francis Fraser	30 days...	Francis Fraser, 293 Alexandra Road, Pietermaritzburg.....	Natal.
985/45	Izak Johannes Meyer, boer, en nagelate eggenote Agenita Maria Meyer (gebore Aveling)	30 dae....	Chris. S. Cadle, *q.q.* Eksekutrise Testamentêr, Posbus 44, Pk. Vryheid	Natal.
855/45	Christina Garritjen Horning, housewife.....	30 days...	M. C. Smithers Esq., P.O. Box 46, Stanger.....	Natal.
57/45	Marthinus Jacobus Prinsloo, spoorwegbeampte, van Vryheid, en wie oorlede is as 'n krygsgevangene in Stalag 7A, Duitsland	30 dae....	Du Randt & Fullard, Posbus 110, Kroonstad, Oranje-Vrystaat	Natal.
468/45	Leonard Vacy Lyle, storekeeper, of Imyoni.....	30 days...	H. H. Kent, P.O. Box 51, Eshowe.....	Natal.
567/45	Johannes Adriaan Jacobus Louw, invalide.....	21 dae.....	Daniel Jacobus Louw, Headfordlaan 79, Crosby, Johannesburg, Transvaal	Natal.
651/45	John Crieghton Richardson, pilot, Royal Air Force.....	21 days...	George Mackeurtan Son & Crosoer, 407 Stuttafords Chambers, Field Street, Durban, Agent for the Executor	Natal.
343/45	Intestate Estate Lutchimy, colonial-born Indian woman No. 15099/6027/7040, widow, of Tongaat, Natal	30 days...	R. L. Hugman, Attorney for Executor Dative, Court Chambers, Verulam	Natal.
919/45	Theo Francis Earle Reynolds, S.A.R. & H. pensioner, of 110 St. Andrew's Street, Durban, and surviving spouse, Muriel Constance Lucy Reynolds (born Bevan)	30 days...	David Strachan & Tayler, 78–83 Salisbury House, Smith Street, Durban	Natal.
666/45	Samuel Nyembe, of Drangan Farm, Newcastle District....	30 days...	Wynne & Wynne, Solicitors to Estate, P.O. Box 22, Dundee	Natal.
848/45	Emma Fuller.....	30 days...	J. Leslie Smith & Co., 250 Longmarket Street, Pietermaritzburg	Natal.
812/45	Helga Ulstrup, housewife, late of Eshowe, Zululand.....	30 days...	E. Ulstrup, c/o Natal Tanning Extract Co., Ltd., P.O. Ahrens, Natal	Natal.
960/45	Helen Jaffray Marshall, housewife, and surviving spouse, William Marshall	30 days...	Hemphill, Lucas & Purnell, P.O. Box 1510, Durban, Agents for Executor Testamentary	Natal.
931/45	Lufasa Molife.....	30 days...	J. Leslie Smith & Co., 250 Longmarket Street, Pietermaritzburg	Natal.
771/45	Enock Chamane.....	21 days...	W. D. Stewart, Smith & Howard, P.O. Box 6, New Hanover	Natal.
126/45	Siward Faber Surtees, farmer, who died on active service, in Italy, on 23rd December, 1944	30 days...	Leslie G. Wynne Cole, P.O. Box 4, Richmond, Natal, Executor Testamentary	Natal.
D.E. 855/45	George Harris Downes, pensioner.....	14 days...	A. Downes, 10 Queens Court, cor. Aliwal and Esplanade Streets, Durban	Natal.
876/45	Lady Alice Beaumont.....	30 days...	A. D. Millar & Kimber, P.O. Box 482, Durban, for Executor..	Natal.
D.E. 667/45	Ramdhani, colonial-born Indian No. 71316/72055, laundry labourer, and surviving spouse Sanpathia, colonial-born Indian woman No. 11240/17484/17485, of Latchmee Road, Durban North	14 days...	The Reliance Land and Estate Agency, Madoline Buildings, 439 Smith Street, Durban, J. S. Roopnarian, Agent for Executrix Dative	Natal.
1702/44	Johannes Gumede, clerk, late of Umvoti Mission Reserve, Lower Tugela District, and surviving spouse, Maggie Gumede	21 days...	Dodovu Nxele, Railway Butchery, 2 Union Street, Durban..	Natal.
916/45	Francis John Carless, Vet. surgeon, of Mooi River.....	30 days...	R. Tomlinson, P.O. Box 271, Pietermaritzburg, Agent for Executor Testamentary	Natal.

Estate No. *Boedel No.*	Estate late. *Boedel van wyle.*	Within a Period of. *Binne 'n Tydperk van.*	Name and Address of Executor or Authorized Agent *Naam en Adres van Eksekuteur of Gemagtigde Agent.*	What Province. *Welke Provinsie.*
5	Albert Victor Daniel, retired, and surviving spouse, Muriel Violet Daniel	30 days...	C. F. Ziervogel, Attorney for Executor Testamentary, P.O. Box 73, Port Shepstone	Natal.
910/45	Keith Mitchell MacBeth, farmer	30 days...	Goodricke & Son, 45 Beach Grove, Durban, Agents for Executrix Testamentary	Natal.
753/45	Violet Searle (born Cullingworth), domestic	30 days...	D. A. Chapman & Co., for Executor Testamentary, Chancery Lane, P.O. Box 240, Pietermaritzburg	Natal.
930/45	Kanhai, Free Indian No. 42376, farmer, of Kameelkop, P.O. Waschbank	30 days...	Acutt & Wordington, Gladstone Street, Dundee, Executors' Solicitors	Natal.
819/45	Edwin Swales, V.C., D.F.C., bank clerk, late of Durban, killed on active service	21 days...	Harry Archibald Carlyle Swales, Executor Testamentary, 9 Club Arcade, Smith Street, Durban	Natal.
2/45	Sherman Dube, of Inanda Mission Station	14 days...	C. L. Dube, Executor, Bethel Mission, Inyoni Rail, Zululand	Natal.
958/45	George Elliott, musician, of 3 Montreal Flats, Chelmsford Road, Durban	30 days...	Palmer's Trust Investments and Estate Administrators, Ltd. (Wm. Palmer & Son, Managers), 298 Smith Street, Durban, Agents for Executrix Testamentary	Natal.
658/45	Henry Sefton Dunn, retired	21 days...	Roy Loney, P.O. Box 209, Pietermaritzburg	Natal.
957/45	Herman Heinrich Schwegmann, retired station master, and surviving spouse, Jessie Smith Schwegmann	21 days...	Russell & Marriott, 295 Smith Street, Durban	Natal.
543/45	Catherine Shaw, housewife	14 days...	Findlay & Sullivan, P.O. Box 54, Durban	Natal.
777/45	Trevor James Simpson, lieut. S.A.A.F., killed on active service, of 27 Montcalm Road, Durban	30 days...	David Stanley Simpson, of 27 Montcalm Road, Durban, Executor Dative	Natal.
882/45	William Blakey, woodturner	30 days...	Fowle & Driman, 6 Old Well Court, Smith Street, Durban, Attorneys for Executor Testamentary	Natal.
984/45	Thomas Henry Blackmore, retired	30 days...	Shepstone & Wylie, Attorneys for Executor Testamentary, Scotswood Building, 41 Acutt Street, Durban	Natal.
865/45	Elandan, Indian immigrant No. 59103, labourer, of 92 Standard Road, Mayville, Durban, Natal	30 days...	V. S. C. Pather & Son, Estate Administrators, Agents for Executrix Testamentary, 15–17 Foundry Lane, off West Street, Durban	Natal.
946/45	Cornelia Wilhelmina Pars (born van Leeuwen), caretaker, of 11 Southern Residences, Point Road, Durban	30 days...	David Strachan & Tayler, 78–83 Salisbury House, Smith Street, Durban	Natal.
719/45	Halima, housewife, and surviving spouse, Hoosain Khan (now deceased)	30 days...	Shaik Abdool, 19 North Street, Durban, Natal	Natal.
481/45	Amos Mtombeni, farmer, of Kliprats, P.O. Inyanyadu	30 days...	Acutt & Wardhington, Gladstone Street, Dundee, Solicitors to Estate	Natal.
878/45	George Stanley, cashier, of Hillcrest, Natal, and surviving spouse, Eleanor Stanley (*born Gibson*)	30 days...	H. L. Magid & L. S. Ditz, Attorneys for Executrix Testamentary, Netherlands Bank Buildings, 335 Smith Street, Durban	Natal.

ORANGE FREE STATE.—ORANJE-VRYSTAAT.

37605	Francina Gerhardina (also known as Gezina Geradina) Smuts, spinster, of 21 Whites Road, Bloemfontein	21 days...	David Francois Marais, Executor Testamentary, 73 Maitland Street, Bloemfontein	Orange Free State.
37534	Corleis Abraham Pretorius, boer, en nagelate eggenote Maria Catharina Christina Pretorius (bebore Grobler), van Morgenson, Brandfort	30 dae....	Hendrikz & De Vletter, Posbus 17, Brandfort	Oranje-Vrystaat.
37538	Elizabeth Aletta Susanna Marx (gebore Griesel), weduwee, boer, van Bettysrand, Brandfort	30 dae....	Hendrikz & De Vletter, Posbus 17, Brandfort	Oranje-Vrystaat.
37535	Gert Stephanus Snyman, spoorwegamptenaar, getroud buite gemeenskap van goedere, met Jeanetta Christina Francina (ook bekend as Franzina) Snyman (gebore Pretorius), van Lakeview, *Distrik Bloemfontein*	30 dae....	J. G. Kriek & Kie., *q.q.* Eksekutrise Testamentêr, Maitlandstraat 142, Posbus 299, Bloemfontein	Oranje-Vrystaat.
37626	Hendrik Adolf Pienaar Smit, boer, en langslewende eggenote Anna Margaretha Smit (gebore Cronje), van Saulsrust, Distrik Vrede	30 dae....	J. L. Uijs, *q.q.* Eksekutrise Testamentêr, Posbus 146, Vrede	Oranje-Vrystaat.
37402	Willem Hendrik Boshoff, boer, en nagelate eggenote Maria Aletta Boshoff (gebore Vorster), van Jagersfontein	30 dae....	H. P. van der Post, *q.q.* Eksekutrise Testamentêr, Posbus 105, Jagersfontein	Oranje-Vrystaat.
37549	Anna Catharina Cilliers (gebore Loots), en nagelate eggenoot Petrus Gerhardus Cilliers, boer, van Warden, Oranje-Vrystaat	30 dae....	F. Stewart King, Posbus 3, Warden, *q.q.* Eksekuteur Testamentêr	Oranje-Vrystaat.
37609	Anna Catharina Schoombee (gebore van der Merwe), huisvrou, en nagelate eggenoot Pieter Jacobus Francois Schoombee	30 dae....	Troskiem Maré, *q.q.* Eksekuteur Testamentêr, Posbus 43, Parys	Oranje-Vrystaat.
37632	Anna Elsabe Bester Gouws (born Maree), widow, housewife	30 days...	Steyl Wessels & Co., P.O. Box 40, Excelsior	Orange Free State.
36876	William Niven McKenzie, farmer, of Oom Japie, District of Senekal	30 days...	R. E. Steinbach, *q.q.* Executrix Dative, P.O. Box 30, Marquard	Orange Free State.
37616	Cornelus Francois Kriel, boer, en nagelate eggenote Johanna Hendrika Ermina Kriel (gebore Kriel), van Alkant, *Distrik* Frankfort	21 dae....	S. R. Koller, Posbus 14, Frankfort	Oranje-Vrystaat.
37628	Andries Lowies Lombard, boer, en nagelate eggenote Hendrina Johanna Lombard (gebore van Aswegen), van Bluffpunt, Distrik Dewetsdorp	30 dae....	C. O. Carroll, Dewetsdorp	Oranje-Vrystaat.
37582	Willem Petrus Nienaber, wewenaar, van Trompsburg	21 dae....	Jacs. A. du Toit, Prokureur vir Eksekuteur Testamentêr, Trompsburg	Oranje-Vrystaat.
37638	Maria Johanna Spies (born Earle), housewife, who was married out of community of property to Philip Hendrik Spies of Ladybrand	30 days...	L. du Preez, & Co., P.O. Box 106, Ladybrand	Orange Free State.
37536	Catherine Mona Archibald (born van Reenen), widow, housewife, of Ladybrand	30 days...	Du Preez & Co., P.O. Box 106, Ladybrand	Orange Free State.
37642	Susanna Carolina Marais (gebore Duvenhage), weduwee, huisvrou, van Clocolan	30 dae....	Hodgson & Steinbach, Eksekuteur se Agente, Posbus/Telefoon 5, Clocolan	Oranje-Vrystaat.
37568	Anna Cecilia Catharina van der Bank (gebore Smit), huisvrou, en nagelate eggenoot Dirk Adriaan van der Bank, van Ladybrand	4 weke....	Van Soelen, Hellmuth & Co., Posbus 108, Ladybrand	

MASTERS' NOTICES.

Pursuant to section *sixteen*, sub-section (4), and section *thirty-nine*, sub-section (1), of the Insolvency Act, 1916, and Pursuant to section *seventeen*, sub-section (4), and section *forty*, sub-section (1), of the Insolvency Act, 1936.

The Estates mentioned in the subjoined Schedule having been placed under sequestration by Order of the Supreme Court as therein set forth, notice is hereby given that a first meeting of creditors will be held in the said Estates on the dates and at the times and places mentioned on the Schedule for the proof of claims and for the election of a Trustee. Meetings in a town in which is the office of a Master will be held before the Master; elsewhere they will be held before the Magistrate.

JAMES J. BECK, Master of the Supreme Court, Cape of Good Hope Provincial Division.
P. J. STEENKAMP, Master of the Supreme Court, Transvaal Provincial Division.
G. G. G. HAYBITTEL, Master of the Supreme Court, Natal Provincial Division.
P. W. SCHOLTZ, Master of the Supreme Court, Orange Free State Provincial Division.
MAURICE BUXTON FORMAN, Assistant Master of the Supreme Court, Kimberley.

KENNISGEWINGS VAN DIE MEESTER.

Ingevolge artikel *sestien*, subartikel (4), en artikel *nege-en-dertig*, subartikel (1), van die Insolvensiewet, 1916, en Ingevolge artikel *sewentien*, subartikel (4), en artikel *veertig*, subartikel (1), van die Insolvensiewet, 1936.

Nademaal die Boedels vermeld in onderstaande Skedule gesekwestreer is ingevolge Order van die Hooggeregshof, soos daarin uiteengesit, so word hierby kennis gegee dat 'n eerste byeenkoms van skuldeisers in genoemde Boedels gehou sal word op die datums, ure en plekke vermeld in die Bylae vir die bewys van vorderinge en die verkiesing van 'n Kurator. In 'n stad waarin die kantoor van 'n Meester is word die byeenkoms voor die Meester gehou, in ander plekke word dit voor die Magistraat gehou.

JAMES J. BECK, Meester van die Hooggeregshof, Provinsiale Afdeling Kaap de Goede Hoop.
P. J. STEENKAMP, Meester van die Hooggeregshof, Provinsiale Afdeling Transvaal.
G. G. G. HAYBITTEL, Meester van die Hooggeregshof, Natal.
P. W. SCHOLTZ, Meester van die Hooggeregshof, Provinsiale Afdeling Oranje-Vrystaat.
MAURICE BUXTON FORMAN, Assistent-Meester van die Hooggeregshof, Kimberley.

FORM No. 2—VORM No. 2. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Date upon which and Division of Court by which Order made. *Datum waarop en Afdeling van Hof waardeur Order gemaak is.*	Day, Date, Hour, and Place of Meeting. *Dag, Datum, Uur en Plek van Byeenkoms.*
3485	Daya Morar, a merchant, at 14/15 Indian Market, Durban	21/5/45, Durban and Coast Local	Thurs., 15/6/45, 10 a.m., Durban.
3483	Roy Menzies Johnson, of Westville, Natal, building contractor	22/5/45, Natal Provincial	Thurs., 14/6/45, 10 a.m., Durban.
3788	Nieuwoudt, Frederick Coenraad, who carries on business as a butcher, at Naauwpoort, in the District of Colesberg	17/5/45, Eastern Districts Local	Wed., 13/6/45, 10 a.m., Colesberg.

NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to section *sixty-four*, sub-section (3), section *seventy* and section *thirty-nine*, sub-section (2), of the Insolvency Act, 1936, and Pursuant to section *fifty-six*, sub-section (3), section *seventy-seven*, and section *forty*, sub-section (3), of the Insolvency Act, 1936.

Notice is hereby given that the persons mentioned in the subjoined Schedule have been appointed Trustees or Assignees, as the case may be, of the Estates therein mentioned as having been sequestrated or assigned; that their addresses are as therein set forth; and that the persons indebted to the Estates are required to pay their debts at the said addresses within the periods mentioned in the Schedule.

Further, that a meeting of creditors (being the second meeting in such of the said Estates as are under sequestration) will be held in the said Estates on the dates and at the times and places mentioned in the Schedule, for the proof of claims against the Estate, for the purpose of receiving the Trustee's or Assignee's report as to the affairs and conditions of the Estate, and of giving the Trustee or Assignee directions concerning the sale or recovery of any part of the Estate or concerning any matter relating to the administration thereof.

Meetings in a town in which is the office of a Master will be held before the Master; elsewhere they will be held before the Magistrate.

KENNISGEWINGS VAN VOOGDE EN KURATORS.

Ingevolge artikel *vier-en-sestig*, subartikel (3), artikel *sewentig* en artikel *nege-en-dertig*, subartikel (2) van die Insolvensiewet, 1916, en Ingevolge artikel *ses-en-vyftig*, subartikel (3), artikel *sewe-en-sewentig*, en artikel *veertig*, subartikel (3), van die Insolvensiewet, 1936.

Hierby word kennis gegee dat die persone, genoem in onderstaande Skedule, benoem is as Voogde of Kurators, na gelang van omstandighede, van die Boedels wat daarin vermeld is as gesekwestreer of afgestaan; dat hulle adresse soos daarin opgegee is, en dat die persone wat aan die boedels geld skuld, hulle skulde moet betaal by die vermelde adresse binne die tydperk vermeld in die Skedule.

Voorts dat 'n byeenkoms van skuldeisers (die tweede byeenkoms in dié van die Boedels wat gesekwestreer is), gehou sal word in bedoelde Boedels op die datums, ure en plekke vermeld in die Skedule vir die bewys van vorderinge teen die Boedel, vir die ontvangs van die verslag van die Kurator of van die voog omtrent die aangeleenthede en die staat van die Boedel, sowel as vir die gee van instruksies van die Kurator of Voog betreffende die verkoop of opvordering van aan die Boedel behorende stukke of betreffende aangeleenthede in verband met die beheer daarvan.

In 'n stad waarin 'n kantoor van 'n Meester is, word die byeenkoms voor die Meester gehou en in ander plekke voor die Magistraat.

FORM No. 3—VORM No. 3. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel Afgestaan of Gesekwestreer is.*	Name and Address of Trustee or Assignee. *Naam en Adres van Voog of Kurator.*	Day, Date, Hour and Place of Meeting. *Dag, Datum, Uur en Plek van Byeenkoms.*	Time within which debts payable. *Tyd binne welke skuld betaal moet word.*
8781	Insolvent Estate of Hans Alfred Meldal-Johnsen, a farmer, carrying on business at Misgund, in the District of Humansdorp	Sequestrated...	Walter Trevillian Jones, Main Street, P.O. Box 47, Humansdorp	Fri., 15/6/45, 10 a.m., Humansdorp	Forthwith.
8775	Stephanus Jacobus Stewart, a butcher, of Middelburg, Cape Province	Sequestrated...	Daniel Jacobus Matan de Kock, 3 Loop Street, Middelburg, Cape	Tues., 5/6/45, 10.30 a.m., Middelburg, Cape	30 days.
8784	John Cecil Powell, a farmer, of "Graymead", P.O. Elgin, District Caledon	Sequestrated...	J. H. Loe Smuts, P.O. Box 34, Caledon	Fri., 15/6/45, 10 a.m., Caledon	10 days.

NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to sections *forty* and *forty-one* of the Insolvency Act, 1916, and pursuant to sections *forty-one* and *forty-two* of the Insolvency Act, 1936.

Notice is hereby given that a meeting of creditors will be held in the Sequestrated or Assigned Estates mentioned in the subjoined Schedule on the dates, at the times and places, and for the purposes therein set forth.

Meetings in a town in which is the office of a Master or Assistant Master will be held before the Master; elsewhere they will be held before the Magistrate.

KENNISGEWINGS VAN VOOGDE EN KURATORS.

Ingevolge artikels *veertig* en *een-en-veertig* van die Insolvensiewet, 1916, en ingevolge artikels *een-en-vyftig* en *twee-en-veertig* van die Insolvensiewet, 1936.

Hierby word kennis gegee dat 'n byeenkoms van skuldeisers gehou sal word in die Gesekwestreerde of Afgestane Boedels vermeld in onderstaande Skedule op die datums, ure en plekke en vir die doeleindes daarin vermeld.

In stede waar 'n kantoor van 'n Meester of 'n Assistent-Meester is, word die byeenkoms voor die Meester gehou en in ander plekke voor die Magistraat.

FORM No. 4—VORM No. 4. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Whether Assigned or Sequestrated. *Of Boedel Afgestaan of Gesekwestreer is.*	Day, Date, Hour, and Place of Meeting. *Dag, Datum, Uur en Plek van Byeenkoms.*	Purpose of Meeting. *Doel van Byeenkoms.*
C/21439	Insolvent Estate Gert Johannes van Wyk le Grange	Sequestrated...	Wed., 13/6/45, 10 a.m., Benoni.....	Further proof of claims and examination of witnesses.
CA 132	M. Van Rooyen's Limited (In Liquidation).....	Compulsory	Wed., 13/6/45, 10 a.m., Bloemfontein	(*) See footnote

(*) (1) For proof of further claims.
(2) To confirm sale of Erf No. 85, Petrusburg for £5.
(3) To confirm all the Liquidator's actions to date.
(4) Authorise the Liquidator to abandon all further outstandings as irrecoverable.

NOTICES OF TRUSTEES, ASSIGNEES AND LIQUIDATORS.

Pursuant to section *ninety-six*, sub-section (2), of the Insolvency Act, 1916, and pursuant to section *one hundred and eight*, sub-section (2), of the Insolvency Act, 1936, and pursuant to section *one hundred and thirty-six*, sub-section (2), of the Companies Act, 1926.

Notice is hereby given that the liquidation accounts and plans of distribution or/and contribution in the Estates mentioned in the subjoined Schedule will lie open at the offices therein mentioned for a period of fourteen days, or such longer period as is therein stated from the date mentioned in the Schedule or from the date of publication hereof, whichever may be the later, for inspection by creditors.

KENNISGEWINGS VAN VOOGDE, KURATORS EN LIKWIDATEURE.

Ingevolge artikel *ses-en-negentig*, subartikel (2), van die Insolvensiewet, 1916, en ingevolge artikel *eenhonderd-en-ag*, subartikel (2), van die Insolvensiewet, 1936, en ingevolge artikel *eenhonderd ses-en-dertig*, subartikel (2) van die Maatskappywet, 1926.

Hierby word kennis gegee dat die likwidasierekening en planne van distribusie of/en kontribusie in die Boedels genoem in onderstaande Skedule ter insage sal lê vir skuldeisers in die kantore daarin genoem, gedurende 'n tydperk van veertien dae of soveel langer as daarin vermeld vanaf die datum vermeld in die Skedule of vanaf die datum van publikasie hiervan, as dit later is.

FORM No. 6—VORM No. 6. SCHEDULE—*SKEDULE.*

No. of Estate. *No van Boedel.*	Name and Description of Estate. *Naam en Beskrywing van Boedel.*	Description of Account. *Beskrywing van Rekening.*	Offices and Date at which Account will lie open. *Kantore en Datum waar Rekening ter insage sal lê.*	Period, if more than 14 days, for which Account will lie open. *Tydperk indien langer as 14 dae, gedurende welke Rekening ter insage sal lê.*
C/20385	Insolvent Estate Pieter Ridley Spies, of 18c Married Quarters, West Rand Consolidated Mines, Ltd., District Krugersdorp	Ninth Liquidation and Distribution	Pretoria, Krugersdorp, 1/6/45.....	—

NOTICES OF TRUSTEES AND ASSIGNEES.

Pursuant to section *ninety-nine*, sub-section (2), of the Insolvency Act, 1916, and

Pursuant to section *one hundred and thirteen*, sub-section (1), of the Insolvency Act, 1936.

The liquidation accounts and plans of distribution or/and contribution in the Assigned or Sequestrated Estates mentioned in the subjoined Schedule having been confirmed on the dates therein mentioned, notice is hereby given that a dividend is in course of payment or/and a contribution in course of collection in the said Estates as in the Schedule is set forth, and that every creditor liable to contributions is required to pay the trustee or assignee the amount for which he is liable at the address mentioned in the Schedule.

KENNISGEWINGS VAN VOOGDE EN KURATORS.

Ingevolge artikel *nege-en-negentig*, subartikel (2), van die Insolvensiewet, 1916, en

Ingevolge artikel *eenhonderd-en-dertig*, subartikel (1), van die Insolvensiewet, 1936.

Nademaal die likwidasie rekeninge en planne van distribusie of/en kontribusie in die Afgestane of Gesekwestreerde Boedels vermeld in die hieronder volgende Skedule bekragtig is op die daarin genoemde datums so word hierby kennis gegee, dat 'n dividend uitgekeer of/en 'n kontribusie ingesamel sal word in die gesegde Boedels, soos uiteengesit in die Skedule, en dat iedere kontribusiepligtige skuldeiser die deur hom verskuldigde bedrag moet betaal aan die kurator of voog by die adres wat in die Skedule genoem word.

FORM No. 7—VORM No. 7. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Name and Description of Estate. *Naam van Beskrywing van Boedel.*	Date when Account Confirmed. *Datum waarop Rekening bekragtig is.*	Whether a Dividend is being paid or a Contribution being collected, or both. *Of 'n Dividend uitgekeer of 'n Kontribusie ingevorder word, of beide.*	Name and Address of Trustee or Assignee. *Naam en Adres van Voog of Kurator.*
C/877	Modern Floors (Pty.), Ltd. (in Liquidation), Fifth and Final Liquidation and Distribution Account	21/5/45	Dividend being paid.....	C. L. Short, 24 Wale Street, Cape Town.
8734	Hendrik Carl Fobian, an agent, of du Plessis Street, Paarl	25/5/45	Dividend being paid.....	D. L. Perlman, Church Street, Wellington.
7389	Thirteenth Liquidation and Distribution Account in the Insolvent Estate of Arthur Noah Willetts, an auctioneer, who traded as Henry N. Willetts and Son	21/5/45	Dividend being paid.....	W. A. Throup, P.O. Box 654, East London, Cape.
C/513	G. H. Upward & Company, Limited (in Voluntary Liquidation) (Members voluntary winding up), of Durban	15/5/45	First dividend being paid being return of capital)	Walter Mackenzie Walker Tayler, 78–83 Salisbury House, Durban.
C/19900	Philip Payne, general agent, Pretoria.....	11/4/45	Dividend is being paid.....	G. W. H. van Tyen, 25 Bureau Lane, Pretoria.

NOTICES OF INTENTION TO APPLY FOR REHABILITATION.

Pursuant to section *one hundred and eight* of the Insolvency Act, 1916, and

Pusuant to section *one hundred and twenty-four* of the Insolvency Act, 1936.

Notice is hereby given that the insolvents mentioned in the subjoined Schedule will apply for their rehabilitation at the times and places and upon the grounds therein set forth opposite their respective names.

KENNISGEWINGS VAN VOORNEME OM AANSOEK OM REHABILITASIE TE DOEN.

Involge artikel *eenhonderd-en-ag*, van die Insolvensiewet, 1916, en

Ingevolge artikel *eenhonderd-vier-en-twintig* van die Insolvensiewet, 1936.

Hierby word kennis gegee dat die insolvente persone genoem in onderstaande Skedule, aansoek sal doen om hulle rehabilitasie op die ure en plekke en om die redes daarin opgegee teenoor hulle respektiewe name.

FORM No. 8—VORM NO. 8. SCHEDULE—*SKEDULE.*

No. of Estate. *No. van Boedel.*	Full Name and Description of Insolvent and Place of Business or Residence. *Volle Naam en Beskrywing van Insolvente Persoon en Plek van Besigheid of Woonplek.*	Date when Estate Sequestrated. *Datum waarop Boedel Gesekwestreer is.*	Day, Date, Hour and Division of Court to which Application will be made. *Dag, Datum, Uur en Afdeling van Hof waarby Aansoek gedoen sal word.*	Ground of Application. *Rede van Aansoek.*
2919	Alfred Charles Abrey, builder and contractor, Bungalow No. 26, Humewood, Port Elizabeth	26/4/28	Wed., 25/7/45, 10.30 a.m., Cape of Good Hope Provincial	Account confirmed on 31/10/28.
C/16713	George Graff, formerly a gents outfitter, of 210 Louis Botha Avenue, Orange Grove, Johannesburg	14/3/32	Tues., 17/7/45, 10 a.m., Witwatersrand Local	Section 124 (2) (*a*). Account confirmed on 5/10/32.
C/20021	Abdul Hak Mahomed Haffejee, shop assistant, 23A Perth Road, Westdene, Johannesburg	19/1/39	Thurs., 19/7/45, 10 a.m., Transvaal Provincial	First and Final Liquidation and Distribution Account confirmed on 12/1/40.
1529	Lodewicus Christoffel Hattingh, farmer, of "De Thorns", District Sterkstroom	12/3/25	Wed., 18/7/45, 10 a.m., Cape of Good Hope Provincial	Account confirmed on 10/2/26.
C/20953	George Henry Lippiatt, formerly miner, of 29 St. Jerome Street, Mayfair West, Johannesburg, now salesman, of 79A Church Street, Mayfair, Johannesburg (present residential address)	27/5/40	Tues., 17/7/45, 10 a.m., Witwatersrand Local	Account confirmed on 15/8/41.
5736	Theunis Christoffel Botha, formerly carrying on farming operations in the District of Barkly East, Cape Province, and now resident at 26A Fitzpatrick Road, East London, Cape Province	28/4/32	Wed., 25/7/45, 10.30 a.m., Cape of Good Hope Provincial	Account confirmed on 16/5/38.
3944	Willem Jacobus de Lange, Junior, formerly farmer, mason, builder, blacksmith and contractor, of Happy Valley, Division of Cathcart	Surrender	Wed., 25/7/45, 10.30 a.m., Cape of Good Hope Provincial	Account confirmed on 16/10/30.
7771	Hendrik Jacobus Schuin, formerly a builder and contractor, presently unemployed and residing in Modderdam Road, Goodwood, Cape	21/9/37	Wed., 25/7/45, 10.30 a.m., Cape of Good Hope Provincial	First Liquidation and Distribution Account confirmed on 13/7/38.
X/4823	Morris Levinson, formerly general dealer, of Bloemfontein, but presently a commercial traveller, of 16 Pilbury Court, 108 Noord Street, Johannesburg	27/8/31	Thurs., 26/7/45, 10 a.m., Orange Free State Provincial	First and Final Liquidation Account confirmed on 19/2/32.
C/15259	Matthias Andrew Willem Jorrisen, miner, of 505 Markville Flats, First Avenue, Springs, Transvaal	8/12/30	Tues., 17/7/45, 10 a.m., Witwatersrand Local	Fourth and Final Liquidation and Distribution Account confirmed on 16/5/35.

NATURALIZATION NOTICES.

Notice is hereby given by the undermentioned persons that they intend to apply to the Minister of Interior, in terms of section *nineteen* (1) (*a*) of the British Nationality in the Union and Naturalization and Status of Aliens Act, 1926, for the Certificate of Naturalization under that Act.

KENNISGEWING VAN NATURALISASIE.

Kennis word hiermee gegee deur die ondervermelde persone dat hulle voornemens is om, ooreenkomstig artikel *negentien* (1) (*a*) van die Wet op Britse Nasionaliteit in die Unie en Naturalisasie en Status van Vreemdelinge, 1926, by die Minister van Binnelandse Sake aansoek te doen om 'n Sertifikaat van naturalisasie kragtens daardie Wet.

Name. *Naam.*	Occupation. *Beroep.*	Residential Address. *Woonadres.*
Jan Willem Hoenders	Architectural Draughtsman/*Boukundige-tekenaar*	224 Myburgh Street/*-straat*, Capital Park, Pretoria, Transvaal.
Matthys Johan Cornelis Ingwersen	Farmer/*Boer*	Rustkraal, Maquassi, District/*Distrik* Wolmaransstad, Transvaal.
Max Mayer Kahn	Bookkeeper/*Boekhouer*	"Melanie", Lansdowne Road/*-weg*, Claremont, Cape/*Kaap.*
Leopold Hubert Beuken	Draughtsman/*Tekenaar* (at present soldier/*tans soldaat*)	"G" Reserve Fld. Coy., S.A.E.C., G.H.Q./*Res. Veld Kompanjie, S.A.G.K., A.H.K.*, Pretoria, Transvaal.
Friedrich Rudolf Pruente	Confectionery Manager/*Suikerbakkery Bestuurder*	5A Wilkinson Street/*-straat*, Cape Town/*Kaapstad*, The Cape of Good Hope/*Kaap.*
Szlomo Steyn	Hebrew Teacher/*Hebreeuse Onderwyser*	72 Olivia Road/*-weg*, Berea, Johannesburg, Transvaal.
Arend Broek	Foreman/*Voorman*	17 Muswell Hill Road/*-weg*, Mowbray, The Cape/*Kaap.*
Helene Hedwig Feodora Lewy (born/*gebore* Rattey), widow/*weduwee*	Housewife/*Huisvrou*	50 Hopkins Street/*-straat*, Parow, The Cape of Good Hope/*Kaap die Goeie Hoop.*
Hans Walter Goldberger-Gross (also knwn as/*ook bekend as* Hans Walter Goldberger)	Accountant/*Rekenmeester*	275 High Level Road, Sea Point/*Seepunt*, Cape Town/*Kaapstad*, The Cape of Good Hope/*Kaap de Goede Hoop.*
Kurt Borowsky	Shoe Designer/*Skoenontwerper*	2 Carlisle House/*-huis*, Cape Road/*Kaapweg*, Port Elizabeth, Cape Province/*Kaapprovinsie.*
Elijas akive Lurija	Member of Union Defence Force/*Lid van Verdedigingsmag*	Princehof Camp/*Kamp*, Beatrix Street/*-straat*, Pretoria, Transvaal.
Lea Gadeley, divorcee/*'n geskeie vrou*	Housewife/*Huisvrou*	55 Circle Court/*hof*, Clarendon Circle, Johannesburg, Transvaal.
Lina Bach	Housewife/*Huisvrou*	35 Sixth Street/*Sesde-straat*, Springs, Transvaal.
Abraham Asser Olivier	Diamond Polisher/*Diamantslyper*	5 Constantia Court/*Gebou*, Koch Street/*-straat*, Johannesburg, Transvaal.

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READING MATTER FOR FARMERS

The Department of Agriculture, Pretoria, issues the following publication (in English and Afrikaans) in the interest of farmers and the agricultural industry generally:—

FARMING IN SOUTH AFRICA

A monthly Journal of short practical articles, notes, etc., designed particularly for farmers who want sound, departmental advice in plain, non-technical language. . . . Every farmer should keep in touch with his Department of Agriculture, and obtain the advice it is able to give by reading—

Subscriptions in the Union, South West Africa, Bechuanaland Protectorate, Southern and Northern Rhodesia, and Mozambique, 5s. per annum, post free (otherwise 7s. 6d. per annum).

Subscriptions may be posted direct to the Government Printer, Pretoria, or handed in at any Magistrate's Office, Post Office, or Police Station.

FARMING IN SOUTH AFRICA

LEESSTOF VIR BOERE

Die Landboudepartement, Pretoria, gee die volgende blad uit (in Afrikaans en Engels) in belang van boere en die landbou-bedryf in die algemeen:—

BOERDERY IN SUID-AFRIKA

'n Maandblad met kort, praktiese artikels, aantekenings, ens., spesiaal bestem vir boere wat goeie, departementele advies in eenvoudige, nie tegniese taal wil hê. . . . Elke boer behoort met sy Landboudepartement in voeling te bly en die advies te verkry wat dit in staat is om te gee deur—

Intekengeld in die Unie, Suidwes-Afrika, Bechuanaland Protektoraat, Suid- en Noord-Rhodesië en Mozambique, 5s. per jaar, posvry (anders 7s. 6d. per jaar).

Intekengeld kan direk aan die Staatsdrukker, Pretoria, gepos of in 'n magistraatskantoor, poskantoor of polisiestasie oorhandig word.

BOERDERY IN SUID-AFRIKA

te lees

Printed in the Union of South Africa by and under the superintendence of the Government Printer, Pretoria.

Gedruk in die Unie van Suid-Afrika deur en onder die toesig van die Staatsdrukker, Pretoria.

INDUSTRIAL EMPLOYERS' ASSOCIATION,
(NATAL SECTION)

EXTRAORDINARY BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

[Registered at the General Post Office as a Newspaper.] [Geregistreer by die Hoofposkantoor as 'n Nuusblad.]

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All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

PROCLAMATION

BY HIS EXCELLENCY THE RIGHT HONOURABLE NICOLAAS JACOBUS DE WET, A MEMBER OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, OFFICER ADMINISTERING THE GOVERNMENT OF THE UNION OF SOUTH AFRICA.

✱ No. 107, 1945.]

Under the powers vested in me by section *one bis* of the War Measures Act, 1940 (Act No. 13 of 1940), as inserted by section *one* of the War Measures Amendment Act, 1940 (Act No. 32 of 1940), I do hereby make the regulation set forth in the Annexure to this Proclamation.

This Proclamation shall be called War Measure No. 19 of 1945.

GOD SAVE THE KING.

Given under my Hand and the Great Seal of the Union of South Africa at Cape Town this Twenty-sixth day of April One thousand Nine hundred and Forty-five.

N. J. DE WET,
Officer Administering the Government.

By Command of His Excellency the Officer Administering the Government-in-Council.

SIDNEY F. WATERSON.

ANNEXURE.

CONTROL OF RENTS OF BUSINESS PREMISES (LICENSED HOTELS).

Regulation 2 of the Annexure to Proclamation No. 189 of 1944 (War Measure No. 76 of 1944) is hereby amended by the insertion after the words "(Act No. 30 of 1928)" of the words "or in the Transkeian Territories under Proclamation No. 53 of 1933": Provided that, in relation to this amendment, the date fixed by the Minister under Government Notice No. 1668, dated the 21st day of August, 1942, shall, for the purposes of regulation 1 of the regulations promulgated by War Measure No. 89 of 1942 (Proclamation No. 204 of 1942), as amended, be deemed to be the 4th day of May, 1945.

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

PROKLAMASIE

VAN SY EKSELLENSIE DIE HOOGEDELAGBARE NICOLAAS JACOBUS DE WET, LID VAN DIE MEES EERVOLLE GEHEIME RAAD VAN SY MAJESTEIT, AMPTENAAR BELAS MET DIE UITOEFENING VAN DIE UITVOERENDE GESAG VAN DIE UNIE VAN SUID-AFRIKA.

✱ No. 107, 1945.]

Kragtens die bevoegdheid my verleen by artikel *een bis* van die Wet op Oorlogsmaatreëls, 1940 (Wet No. 13 van 1940), soos ingevoeg deur artikel *een* van die Oorlogsmaatreëls-Wysigingswet, 1940 (Wet No. 32 van 1940), vaardig ek hierby die regulasie uit wat in die Aanhangsel van hierdie Proklamasie vervat is.

Hierdie Proklamasie heet Oorlogsmaatreël No. 19 van 1945.

GOD BEHOEDE DIE KONING.

Gegee onder my Hand en die Grootseël van die Unie van Suid-Afrika te Kaapstad, op hede die Ses-en-twintigste dag van April Eenduisend Negehonderd Vyf-en-veertig.

N. J. DE WET,
Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag.

Op las van Sy Eksellensie die Amptenaar Belas met die Uitoefening van die Uitvoerende Gesag-in-Rade.

SIDNEY F. WATERSON.

AANHANGSEL.

BEHEER VAN HUUR VAN BESIGHEIDSPERSELE (GELISENSIEERDE HOTELLE).

Regulasie 2 van die Aanhangsel van Proklamasie No. 189 van 1944 (Oorlogsmaatreël No. 76 van 1944) word hierby gewysig deur die woorde „of in die Transkeigebied, kragtens Proklamasie No. 53 van 1933" na die woorde „(Wet No. 30 van 1928)" in te voeg; met dien verstande dat met betrekking tot hierdie wysiging daar beskou word dat die datum wat deur die Minister by Goewermentskennisgewing No. 1668, gedateer 21 Augustus 1942, vasgestel is vir doeleindes van regulasie 1 van die regulasies uitgevaardig by Oorlogsmaatreël No. 89 van 1942 (Proklamasie No. 204 van 1942), soos gewysig, die 4de dag van Mei 1945, is.

DEPARTMENT OF THE PRIME MINISTER AND OF EXTERNAL AFFAIRS.

DIRECTOR-GENERAL OF SUPPLIES.

✱ No. 919.] [1 June 1945.

CONTROL OF IMPORTS.

I, HENDRIK JOHANNES VAN DER BIJL, Director-General of Supplies, acting under the powers conferred upon me by sub-regulation (1) of regulation 24 of War Measure No. 146 of 1942, do hereby amend Government Notice No. 1267 of 10th September, 1941, by adding to paragraph (c) thereof the following words:—

"subject to the condition that such goods are consigned directly from any part of the British Commonwealth excepting Canada and Newfoundland to the Union."

H. J. VAN DER BIJL,
Director-General of Supplies.

DEPARTEMENT VAN DIE EERSTE MINISTER EN VAN BUITELANDSE SAKE.

DIREKTEUR-GENERAAL VAN VOORRADE.

✱ No. 919.] [1 Junie 1945.

BEHEER VAN INVOER.

Ek, HENDRIK JOHANNES VAN DER BIJL, Direkteur-generaal van Voorrade, handelende kragtens die bevoegdheid my verleen by subregulasie (1) van regulasie 24 van Oorlogsmaatreël No. 146 van 1942, wysig Goewermentskennisgewing No. 1267 van 10 September 1941, hierby deur onderstaande woorde aan paragraaf (c) daarvan toe te voeg:—

„op voorwaarde dat dié goedere regstreeks van enige deel van die Britse Gemenebes behalwe Kanada en Newfoundland na die Unie afgestuur word."

H. J. VAN DER BIJL,
Direkteur-generaal van Voorrade.

✱ No. 920.] [1 June 1945.

DIRECTOR-GENERAL OF SUPPLIES.

CONTROL OF MOTOR VEHICLES.

APPOINTMENT OF CONTROLLER.

I, HENDRIK JOHANNES VAN DER BIJL, Director-General of Supplies, acting under the powers conferred upon me by regulation 19 of War Measure No. 146 of 1942, do hereby order as follows:—

The person whose name appears in the Annexure to this notice is hereby appointed a Controller of the materials and articles and with the title mentioned, during the absence on official duty of Anthony Jonathan Simpson, with effect from 25th May, 1945.

H. J. VAN DER BIJL,
Director-General of Supplies.

ANNEXURE.

Name of Controller:
KARL ALBERT ERNEST HEINZE.

Title of Controller:
Controller of Motor Vehicles.

Controlled Materials and Articles:

(*a*) Motor vehicles, other than tractors or similar vehicles designed exclusively for the haulage of other vehicles; and chassis and spare parts, including batteries, for any such motor vehicles.

(*b*) Producer gas units and components therefor for—
(i) motor vehicles fitted with internal combustion engines;
(ii) stationary internal combustion engines.

(*c*) Motor cycles, spare parts and accessories therefor; pedal cycles, spare parts and accessories therefor.

CONTROLLERS' NOTICES.

The following orders by Controllers are issued by direction of the Director-General of Supplies and by virtue of the authority vested in the Controllers by Government Notice No. 1281 of the 9th July, 1943, and by regulation 22 of War Measure No. 146 of 1942, as amended:—

✱ No. 921.] [1 June 1945.

DIRECTOR-GENERAL OF SUPPLIES.

CONTROLLER OF INDUSTRIAL CHEMICALS.

CONTROL OF SHELLAC.

I, DANIEL JACOBUS ROSELT VAN WYK, Controller of Industrial Chemicals, do hereby withdraw regulations 17, 18, 19, 20 and 21 comprising Part V of Government Notice No. 490 of 24th March, 1944, with effect from the date of publication of this Notice.

D. J. R. VAN WYK,
Controller of Industrial Chemicals.

EXPLANATORY NOTE.—The effect of this Notice is to dispense with the system of permit control which has hitherto applied to *Shellac*.

DEPARTMENT OF COMMERCE AND INDUSTRIES.

✱ No. 922.] [1 June 1945.

PRICE CONTROL.

MAXIMUM PRICE OF "FRAY BENTOS" BRAND CORNED BEEF (12 oz. TINS).

In terms of regulation 3 of War Measure No. 95 of 1943, I, HARRY DE LACY BURNHAM, Deputy Price Controller, acting under and by virtue of the powers assigned to me by the Price Controller in terms of sub-regulation (2) (*a*) (i) of regulation 1 of the said War Measure as substituted by regulation 1 of War Measure No. 52 of 1944, hereby amend Government Notice No. 834 of 18th May, 1945 (Maximum Prices of Corned Beef—12 oz. Tins) by inserting the words "or 'Fray Bentos' Brand" after the words "'Imperial' Brand" wherever the latter words appear in the said notice.

H. DE L. BURNHAM,
Deputy Price Controller.

NOTE.—The effect of this notice is that the maximum wholesale and retail prices of 12 oz. tins of "Fray Bentos" corned beef are determinable under the provisions of Government Notice No. 486 of 12th March, 1943 (Groceries—Maximum Percentage Margins) as amended.

✱ No. 923.] [1 June 1945.

PRICE CONTROL.

MAXIMUM PRICES OF IMPORTED UNSWEETENED CONDENSED MILK (14½ OZ. TINS).

In terms of regulation 3 of War Measure No. 95 of 1943, I, HARRY DE LACY BURNHAM, Deputy Price Controller, acting under and by virtue of the powers assigned to me by the

✱ No. 920.] [1 Junie 1945.

DIREKTEUR-GENERAAL VAN VOORRADE.

BEHEER VAN MOTORVOERTUIE.

AANSTELLING VAN KONTROLEUR.

Ek, HENDRIK JOHANNES VAN DER BIJL, Direkteur-generaal van Voorrade, handelende kragtens die bevoegdheid my verleen by regulasie 19 van Oorlogsmaatreël No. 146 van 1942, bevel hierby as volg:—

Die persoon wie se naam in die Aanhangsel van hierdie kennisgewing voorkom, word hierby met ingang van 25 Mei 1945 aangestel as Kontroleur van die materiale en artikels en met die ampstitel daarin genoem, gedurende die afwesigheid van Anthony Jonathan Simpson in verband met ampspligte.

H. J. VAN DER BIJL,
Direkteur-generaal van Voorrade.

AANHANGSEL.

Naam van Kontroleur:
KARL ALBERT ERNEST HEINZE.

Ampstitel van Kontroleur:
Kontroleur van Motorvoertuie.

Beheerde materiale en artikels:

(*a*) Motorvoertuie behalwe trekkers en soortgelyke voertuie wat uitsluitlik ontwerp is om ander voertuie te trek; en onderstelle en onderdele, met inbegrip van batterye, vir enige van dié motorvoertuie.

(*b*) Gasgeneratoreenhede en onderdele daarvoor vir—
(i) motorvoertuie met binnebrand-masjiene;
(ii) stilstaande binnebrand-masjiene.

(*c*) Motorfietse, onderdele en toebehore daarvoor; trapfietse, onderdele en toebehore daarvoor.

KENNISGEWINGS VAN KONTROLEURS.

Die volgende bevele van Kontroleurs word uitgevaardig onder die bestuur van die Direkteur-generaal van Voorrade en kragtens die bevoegdheid aan die Kontroleurs verleen by Goewermentskennisgewing No. 1281 van 9 Julie 1943, en by regulasie 22 van Oorlogsmaatreël No. 146 van 1942, soos gewysig:—

✱ No. 921.] [1 Junie 1945.

DIREKTEUR-GENERAAL VAN VOORRADE.

BEHEER VAN NYWERHEIDSCHEMIKALIEË.

BEHEER VAN SKELLAK.

Ek, DANIEL JACOBUS ROSELT VAN WYK, Kontroleur van Nywerheidschemikalieë, herroep hierby regulasies 17, 18, 19, 20 en 21 wat deel V van Goewermentskennisgewing No. 490 van 24 Maart 1944 uitmaak, met ingang van die datum van die publikasie van hierdie kennisgewing.

D. J. R. VAN WYK,
Kontroleur van Nywerheidschemikalieë

VERDUIDELIKENDE OPMERKING.—Die uitwerking van hierdie kennisgewing is dat die stelsel van permitbeheer wat tot nog toe op *skellak* van toepassing was, afgeskaf word.

DEPARTEMENT VAN HANDEL EN NYWERHEID.

✱ No. 922.] [1 Junie 1945.

PRYSBEHEER.

MAKSIMUM PRYSE VAN "FRAY BENTOS"-MERK INGEMAAKTE BEESVLEIS (12-ONS-BLIKKIES).

Ek, HARRY DE LACY BURNHAM, Adjunk-pryskontroleur, handelende kragtens die bevoegdheid my deur die Pryskontroleur verleen ooreenkomstig subregulasie (2) (*a*) (i) van regulasie 1 van Oorlogsmaatreël No. 95 van 1943 soos vervang deur regulasie 1 van Oorlogsmaatreël No. 52 van 1944, wysig Goewermentskennisgewing No. 834 van 18 Mei 1945 (Maksimum Pryse van Ingemaakte Beesvleis—12-ons-blikke) *hierby kragtens regulasie* 3 van Oorlogsmaatreël No. 95 van 1943 deur die invoeging van die woorde „of „Fray Bentos"-merk" na die woorde „„Imperial"-merk" waar laasgenoemde woorde ookal in genoemde kennisgewing voorkom.

H. DE L. BURNHAM,
Adjunk-pryskontroleur.

OPMERKING.—Die uitwerking van hierdie kennisgewing is dat die maksimum groothandel- en kleinhandelpryse van 12-ons-blikke „Fray Bentos" ingemaakte beesvleis ooreenkomstig die bepalings van Goewermentskennisgewing No. 486 van 12 Maart 1943 (Kruideniersware-Maksimum Winspersentasies) soos gewysig, vasgestel kan word

✱ No. 923.] [1 Junie 1945.

PRYSBEHEER.

MAKSIMUM PRYSE VAN INGEVOERDE ONVERSOETE GEKONDENSEERDE MELK. (14½-ONS BLIKKE).

Ek, HARRY DE LACY BURNHAM, Adjunk-pryskontroleur, handelende kragtens die bevoegdheid my deur die Pryskontroleur verleen ooreenkomstig subregulasie (2) (*a*) (i) van regulasie 1 van Oorlogsmaatreël No. 95 van 1943 soos vervang

Price Controller in terms of sub-regulation (2) (*a*) (i) of regulation 1 of the said War Measure as substituted by regulation 1 of War Measure No. 52 of 1944, do hereby throughout the Union excluding the Mandated Territory of South West Africa and the port and settlement of Walvis Bay—

(1) fix forty-two shillings per case or carton of 48×14½ oz. tins as the maximum price at which imported unsweetened condensed milk may be sold by a dealer to another dealer or may be purchased by a dealer from another dealer at any place in the Union of South Africa;

(2) fix eleven pence half-penny per 14½ oz. tin as the maximum price at which imported unsweetened condensed milk may, except in the case of a sale by a dealer to another dealer, be sold by any person to any other person at any place in the Union of South Africa.

H. DE L. BURNHAM,
Deputy Price Controller.

✱ No. 924.] [1 June 1945.

PRICE CONTROL.

MAXIMUM PRICES OF BLUE MOTTLED SOAP.

In terms of regulation 3 of War Measure No. 95 of 1943, I, HARRY DE LACY BURNHAM, Deputy Price Controller, acting under and by virtue of the powers assigned to me by the Price Controller in terms of sub-regulation (2) (*a*) (i) of regulation 1 of the said War Measure, as substituted by regulation 1 of War Measure No. 52 of 1944, do hereby amend the Annexure to Government Notice No. 1266 of 28th July, 1944, by substituting for sub-section (3) of section 35 of Part II and sub-section (3) of section 36 of Part III the sub-section (3) of section 35 of Part II and sub-section (3) of section 36 of Part III respectively, as set forth in the Annexure hereto.

H. DE L. BURNHAM,
Deputy Price Controller.

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deur regulasie 1 van Oorlogsmaatreël No. 52 van 1944, bepaal hierby kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943 vir die hele Unie, met uitsondering van die Mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai, as volg:—

(1) Twee-en-veertig sjielings per kis of karton van 48×14½-ons-blikke is die maksimum prys waarteen ingevoerde, onversoete gekondenseerde melk deur 'n handelaar aan 'n ander handelaar verkoop mag word, of deur 'n handelaar van 'n ander handelaar op enige plek binne die Unie van Suid-Afrika gekoop mag word.

(2) Elf en 'n halwe pennie per 14½-ons-blik is die maksimum prys waarteen ingegevoerde, onversoete gekondenseerde melk, op enige plek binne die Unie van Suid-Afrika deur enigeen aan iemand anders verkoop mag word, behalwe in die geval van 'n verkoop deur 'n handelaar aan 'n ander handelaar.

H. DE L. BURNHAM,
Adjunk-pryskontroleur.

✱ No. 924.] [1 Junie 1945.

PRYSBEHEER.

MAKSIMUM PRYSE VAN BLOU-GEVLEKTE SEEP.

Ek, HARRY DE LACY BURNHAM, Adjunk-pryskontroleur, handelende kragtens die bevoegdheid my deur die Pryskontroleur verleen ooreenkomstig subregulasie (2) (*a*) (i) van regulasie 1 van Oorlogsmaatreël No. 95 van 1943, soos vervang deur regulasie 1 van Oorlogsmaatreël No 52 van 1944, wysig die Aanhangsel van Goewermentskennisgewing No. 1266 van 28 Julie 1944, hierby kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, deur subartikel (3) van artikel 35 van deel II en subartikel (3) van artikel 36 van deel III, onderskeidelik, te vervang deur subartikel (3) van artikel 35 van deel II en subartikel (3) van artikel 36 van deel III soos in die Aanhangsel hiervan aangegee.

H. DE L. BURNHAM,
Adjunk-pryskontroleur.

ANNEXURE.

PART II.

MAXIMUM PRICES WHICH MAY BE CHARGED BY MANUFACTURERS.

		Bars. *Per Carton or Case of—* 50 *lb.*	100 *lb.*	*Tablets.* *Per Carton or Case of—* 45 *lb.*	90 *lb.*
35. (3) Blue Mottled, Yellow and similar "Filled" soap:—		s. d.	s. d.	s. d.	s. d.
(*a*) In the Municipal Areas of Cape Town, Durban, East London, Mossel Bay, Port Elizabeth, Pretoria and the Witwatersrand		17 2	33 10	17 2	33 10
(*b*) At Port Nolloth		17 11	35 4	17 11	35 4
(*c*) Elsewhere	The lowest price at the place of sale where such price is determined by the sum of any of the prices referred to in (*a*) above and the railage charged by the South African Railways and Harbours Administration on such goods from any of the places mentioned in (*a*) above to the place of sale.				

The above prices are subject to—
(*a*) a discount of 5 per cent. and a further discount of 2½ per cent. for cash within 10 days in respect of sales to any dealer who sells at wholesale prices only; and
(*b*) a discount of 2½ per cent. for cash within ten days in respect of sales to any dealer who sells at retail prices.

PART III.

MAXIMUM WHOLESALE PRICES.

		Bars. *Per Carton or Case of—* 50 *lb.*	100 *lb.*	*Tablets.* *Per Carton or Case of—* 45 *lb.*	90 *lb.*
36. (3) Blue Mottled, Yellow and similar "Filled" soap:—		s. d.	s. d.	s. d.	s. d.
(*a*) In the Municipal Areas of Cape Town, Durban, East London, Mossel Bay, Port Elizabeth, Pretoria and the Witwatersrand		17 2	33 10	17 2	33 10
(*b*) At Port Nolloth		17 11	35 4	17 11	35 4
(*c*) Elsewhere	The relative prices referred to in (*a*) above plus railage charged by the South African Railways and Harbours Administration from such of the places mentioned in (*a*) above to the place of sale where such prices plus such railage charges are lowest.				

AANHANGSEL.

DEEL II.

MAKSIMUM PRYSE WAT DEUR FABRIKANTE GEVRA MAG WORD.

		Stene. *Per karton of kis van—* 50 *pond.*	100 *pond.*	*Rockies.* *Per karton of kis van—* 45 *pond.*	90 *pond.*
35. (3) Blou-gevlekte, geel en soortgelyke „Filled"-seep:—		s. d.	s. d.	s. d.	s. d.
(*a*) Binne die munisipale gebiede van Kaapstad, Durban, Oos-Londen, Mosselbaai, Port Elizabeth, Pretoria en aan die Witwatersrand		17 2	33 10	17 2	33 10
(*b*) In Port Nolloth		17 11	35 4	17 11	35 4
(*c*) Elders	Die laagste prys op die verkoopplek bereken deur die som van enigeen van die pryse in (*a*) hierbo aangegee en die spoorvrag deur die Suid-Afrikaanse Spoorweë en Hawensadministrasie op die goedere gevra vanaf enigeen van die plekke in (*a*) hierbo genoem na die verkoopplek.				

Die pryse hierbo is onderworpe aan—
(*a*) 'n korting van 5 persent en 'n verdere korting van 2½ persent vir kontant binne 10 dae ten opsigte van verkope aan enige handelaar wat alleenlik teen groothandelpryse verkoop; en
(*b*) 'n korting van 2½ persent vir kontant binne 10 dae ten opsigte van verkope aan enige handelaar wat teen kleinhandelpryse verkoop.

DEEL III.

MAKSIMUM GROOTHANDELPRYSE.

		Stene. *Per karton of kis van—* 50 *pond.*	100 *pond.*	*Rockies.* *Per karton of kis van—* 45 *pond.*	90 *pond.*
36. (3) Blou-gevlekte, geel en soortgelyke „Filled"-seep:—		s. d.	s. d.	s. d.	s. d.
(*a*) Binne die munisipale gebiede van Kaapstad, Durban, Oos-Londen, Port Elizabeth, Mosselbaai, Pretoria en aan die Witwatersrand		17 2	33 10	17 2	33 10
(*b*) In Port Nolloth		17 11	35 4	17 11	35 4
(*c*) Elders	Die betrokke pryse in (*a*) hierbo aangegee plus die spoorvrag wat deur die Suid-Afrikaanse Spoorweë en Hawensadministrasie gevra mag word tussen enigeen van die plekke in (*a*) hierbo genoem, en die verkoopplek waar die pryse plus die spoorvrag die laagste is.				

✱ No. 925.] [1 June 1945.

PRICE CONTROL.

MAXIMUM PRICES OF CURRY POWDER (CHEF LABEL).

In terms of regulation 3 of War Measure No. 95 of 1943, I, HARRY DE LACY BURNHAM, Deputy Price Controller, acting under and by virtue of the powers assigned to me by the Price Controller in terms of regulation (2) (*a*) (i) or regulation 1 of the said War Measure, as substituted by regulation 1 of War Measure No. 52 of 1944, do hereby amend the Annexure to Government Notice No. 1632 of 10th September, 1943, by deleting sub-section (2) of section 13 of Part II, sub-section (2) of section 13 of Part III and sub-section (2) of section 13 of Part IV, and substituting therefor sub-section (2) of section 13 of Part II, sub-section (2) of section 13 of Part III and sub-section (2) of section 13 of Part IV, as set forth in the Annexure hereto.

H. DE L. BURNHAM,
Deputy Price Controller.

✱ No. 925.] [1 Junie 1945.

PRYSBEHEER.

MAKSIMUM PRYSE VAN KERRIEPOEIER (CHEF-ETIKET).

Ek, HARRY DE LACY BURNHAM, Adjunk-pryskontroleur, handelende kragtens die bevoegdheid my deur die Pryskontroleur verleen ooreenkomstig subregulasie (2) (*a*) (i) van regulasie 1 van Oorlogsmaatreël No. 95 van 1943 soos vervang deur regulasie 1 van Oorlogsmaatreël No. 52 van 1944, wysig die Aanhangsel van Goewermentskennisgewing No. 1632 van 10 September 1943 hierby kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, deur die subartikel (2) van artikel 13 van deel II, subartikel (2) van artikel 13 van deel III en subartikel (2) van artikel 13 van deel IV te skrap en dit deur subartikel (2) van artikel 13 van deel II, subartikel (2) van artikel 13 van deel III en subartikel (2) van artikel 13 van deel IV soos in die Aanhangsel hiervan aangegee.

H. DE L. BURNHAM,
Adjunk-Pryskontroleur.

ANNEXURE.

PART II.

MAXIMUM PRICES WHICH MAY BE CHARGED BY MANUFACTURERS.

13. CURRY POWDER—(Manufactured or packed in the Union of South Africa).

	4-oz. Containers per Gross.	*Per 7-lb. Container.*
	s. d.	s. d.
(2) Chef Brand :—		
(*a*) At or free on rail Cape Town	70 0	7 9
(*b*) At Durban, East London, Mossel Bay and Port Elizabeth	75 0	8 8
(*c*) Delivered buyers' stations in the Kimberley districts, and in the Orange Free State and the Transvaal Provinces	79 3	9 5

PART III.

MAXIMUM WHOLESALE PRICES.

13. CURRY POWDER—(Manufactured or packed in the Union of South Africa).

	4-oz Containers per Gross.	*Per 7-lb. Container.*
	s. d.	s. d.
(2) Chef Brand :—		
(*a*) At or free on rail Cape Town	76 6	8 6
(*b*) At Durban, East London, Mossel Bay and Port Elizabeth	82 0	9 6
(*c*) Delivered buyers' stations in the Kimberley districts and in the Orange Free State and Transvaal Provinces	87 0	10 4
(*d*) Elsewhere	The relative prices referred to in (*a*), (*b*) and (*c*) above plus railage charged by the South African Railways and Harbours Administration, if any, from such of the places mentioned in (*a*), (*b*) and (*c*) above to the place of sale, where such prices plus such railage charges are lowest.	

PART IV.

MAXIMUM RETAIL PRICES.

13. CURRY POWDER—(Manufactured or packed in the Union of South Africa).

	Per 4-oz. Container.	*Per 7-lb. Container.*
	s. d.	s. d.
(2) Chef Brand :—		
(*a*) At Cape Town	0 7½	10 0
(*b*) At Durban, East London, Mossel Bay and Port Elizabeth	0 8	11 0
(*c*) Elsewhere	0 8½	12 0

AANHANGSEL.

DEEL II.

MAKSIMUM PRYSE WAT DEUR FABRIKANTE GEVRA MAG WORD.

13. KERRIEPOEIER—(Vervaardig of verpak in die Unie van Suid-Afrika).

	4-ons-houers per gros.	*Per 7-pond-houer.*
	s. d.	s. d.
(2) Chef-merk :—		
(*a*) In of vry op spoor Kaapstad	70 0	7 9
(*b*) In Durban, Oos-Londen, Mosselbaai en Port Elizabeth	75 0	8 8
(*c*) Gelewer kopers se stasies, in die distrikte Kimberley en die provinsies Oranje-Vrystaat en Transvaal	79 3	9 5

DEEL III.

MAKSIMUM GROOTHANDELPRYSE.

13. KERRIEPOEIER—(Vervaardig of verpak in die Unie van Suid-Afrika).

	4-ons-houers per gros.	*Per 7-pond-houer.*
	s. d.	s. d.
(2) Chef-merk :—		
(*a*) In of vry op spoor Kaapstad	76 6	8 6
(*b*) In Durban, Oos-Londen, Mosselbaai en Port Elizabeth	82 0	9 6
(*c*) Gelewer kopers se stasies in die distrikte Kimberley en die provinsies Oranje-Vrystaat en Transvaal	87 0	10 4
(*d*) Elders	Die betrokke pryse in (*a*), (*b*) en (*c*) hierbo genoem, plus die spoorvrag wat deur die Suid-Afrikaanse Spoorweë- en Hawensadministrasie gevra word, as daar is, tussen die van die plekke in (*a*), (*b*) en (*c*) hierbo genoem en die plek van verkoop waar die pryse en die spoorvrag die langste is.	

DEEL IV.

MAKSIMUM KLEINHANDELPRYSE.

13. KERRIEPOEIER—(Vervaardig of verpak in die Unie van Suid-Afrika).

	Per 4-ons-houer.	*Per 7-pond-houer.*
	s. d.	s. d.
(2) Chef-merk :—		
(*a*) In Kaapstad	0 7½	10 0
(*b*) In Durban, Oos-Londen, Mosselbaai en Port Elizabeth	0 8	11 0
(*c*) Elders	0 8½	12 0

✱ No. 926.] [1 June 1945.

PRICE CONTROL.

MAXIMUM PRODUCERS' PRICES OF GROUNDNUTS.

In terms of regulation 3 of War Measure No. 95 of 1943, I, FRANCIS ROBERT EMERY, Price Controller, do hereby throughout the Union, excluding the Mandated Territory of South West Africa and the port and settlement of Walvis Bay—

(1) fix the maximum price at which groundnuts may be sold by any producer thereof to any person (including any Co-operative Society) or may be purchased by any person

✱ No. 926.] [1 Junie 1945.

PRYSBEHEER.

MAKSIMUM PRODUSENTEPRYSE VAN GROND-BOONTJIES.

Ek, FRANCIS ROBERT EMERY, Pryskontroleur, handelende kragtens regulasie 3 van Oorlogsmaatreël No. 95 van 1943, bepaal hierby vir die hele Unie, met uitsondering van die mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai, as volg :—

(1) Die maksimum prys waarteen grondboontjies deur enige produsent daarvan aan iemand (ingeslote enige Kooperatiewe Vereniging) verkoop of deur iemand (inge-

(including any Co-operative Society) from any producer thereof at *thirty shillings* (30s.) per 100 lbs. in the case of unshelled groundnuts of any kernel content or grade and at *fifty shillings* (50s.) per 100 lbs. in the case of shelled groundnuts of any grade;

(2) direct that the maximum prices fixed in terms of paragraph (1) hereof include the price of any bag or other container in which the groundnuts are sold.

F. R. EMERY,
Price Controller.

✱ No. 932.] [1 June 1945.

APPOINTMENT OF DISTRICT AND ASSISTANT DISTRICT CONTROLLERS OF PETROL.

Under the powers vested in me by regulation 3 of War Measure No. 53 of 1943 (Proclamation No. 124 of 1943), I, EDWARD PAUL SMITH, Controller of Petrol, do hereby appoint—

Johannes Thomas Baxter, as District Controller of Petrol, with effect from the 17th April, 1945, for the Magisterial District of Johannesburg;

George Douglas Meiklereid, as Assistant District Controller of Petrol, with effect from the 27th April, 1945, for the Magisterial District of Johannesburg;

Matthys Izak Cronje, as Assistant District Controller of Petrol, with effect from the 21st May, 1945, for the Magisterial District of Johannesburg;

Henry John Rance, as Assistant District Controller of Petrol, with effect from the 3rd April, 1945, for the Magisterial District of Durban.

E. P. SMITH.
Controller of Petrol.

DEPARTMENT OF AGRICULTURE AND FORESTRY.

✱ No. 927.] [1 June 1945.

CONTROL OF LIVESTOCK AND MEAT.—AMENDMENT.

Under the powers vested in me by regulation 5, read in conjunction with sub-regulation (1) of regulation 2 of the regulations contained in the Annexure to War Measure No. 5 of 1944 (Proclamation No. 16 of 1944), as amended, I, JOHN ALEXANDER GIBSON, Controller of Food, do hereby amend the Schedule to Government Notice No. 329 of 1945 (hereinafter referred to as the Schedule) as follows:—

(1) The definition of "Pretoria area" in clause 2 of the Schedule is hereby amended by the substitution for the name "Uitsicht No. 386" of the name "Uitsicht No. 586";

(2) The Afrikaans version of the definition of "Witwatersrand area" in clause 2 of the Schedule is hereby amended by the insertion after the name "Gemsbokken No. 1" of the names "Bedford No. 17, Olifantsfontein No. 495, Olifantsfontein No. 553".

J. A. GIBSON.
Controller of Food.

✱ No. 928.] [1 June 1945.

CONTROL OF PRUNES.

Under the powers vested in me by regulation 5 read in conjunction with sub-regulation (1) of regulation 2 of the regulations contained in the Annexure to War Measure No. 5 of 1944 (Proclamation No. 16 of 1944) as amended, I, JOHN ALEXANDER GIBSON, Controller of Food, do hereby impose the prohibitions and prescribe the requirements set out in the Schedule hereto.

And I do hereby make known that the Board referred to in the Schedule has at my request in terms of sub-regulation (8) of regulation 5 of the said regulations, agreed to assist me in the manner set out in that Schedule.

J. A. GIBSON,
Controller of Food.

SCHEDULE.

1. For the purposes of this Schedule—

"Board" means the Dried Fruit Board established under section 2 of the South African Dried Fruit Scheme published under Proclamation No. 229 of 1938, as amended;

"packer" means a person in whose name premises have been registered by the Board in terms of regulation 1 of Government Notice No. 8 of 1940 for the processing, packing or storage of dried fruit.

2. No packer shall sell or otherwise dispose of any prunes of any grade whatsoever which he may have in his possession or under his control, except under the authority of a permit issued by the Board and subject to the conditions therein set out and to such directions as may from time to time be given by the Board.

slote enige Koöperatiewe Vereniging) van enige produsent daarvan gekoop mag word, is in die geval van ongedopte grondboontjies van enige pit-inhoud of graad dertig sjielings (30s.) per 100 pond en in die geval van gedopte grondboontjies van enige graad vyftig sjielings (50s.) per 100 pond;

(2) die maksimum pryse wat ooreenkomstig paragraaf (1) hiervan vasgestel is, sluit die prys in van enige sak of ander houer waarin die grondboontjies verkoop word.

F. R. EMERY,
Pryskontroleur.

✱ No. 932.] [1 Junie 1945.

AANSTELLING VAN DISTRIKS- EN ASSISTENT-DISTRIKSKONTROLEURS VAN PETROL.

Kragtens die bevoegdheid my verleën by regulasie 3 van Oorlogsmaatreël No. 53 van 1943 (Proklamasie No. 124 van 1943), stel ek, EDWARD PAUL SMITH, Kontroleur van Petrol, hierby aan—

Johannes Thomas Baxter, as Distrikskontroleur van Petrol, met ingang van 17 April 1945, vir die magistraatsdistrik Johannesburg;

George Douglas Meiklereid, as Assistent-Distrikskontroleur van Petrol, met ingang van 27 April 1945, vir die magistraatsdistrik Johannesburg;

Matthys Izak Cronje, as Assistent-Distrikskontroleur van Petrol, met ingang van 21 Mei 1945, vir die magistraatsdistrik Johannesburg;

Henry John Rance, as Assistent-Distrikskontroleur van Petrol, met ingang van 3 April 1945, vir die magistraatsdistrik Durban.

E. P. SMITH,
Kontroleur van Petrol.

DEPARTEMENT VAN LANDBOU EN BOSBOU.

✱ No. 927.] [1 Junie 1945.

BEHEER OOR VEE EN VLEIS.—WYSIGING.

Kragtens die bevoegdheid my verleen by regulasie 5 gelees saam met subregulasie (1) van regulasie 2 van die regulasies vervat in die Aanhangsel van Oorlogsmaatreël No. 5 van 1944 (Proklamasie No. 16 van 1944), soos gewysig, wysig ek, JOHN ALEXANDER GIBSON, Kontroleur van Voedsel, hierby die Bylae van Goewermentskennisgewing No. 329 van 1945 (hierna die Bylae genoem) as volg:—

(1) Die omskrywing van „Pretoria-gebied" in klousule 2 van die Bylae word hierby gewysig deur die naam „Uitsicht No. 386" deur die naam „Uitsicht No. 586" te vervang.

(2) Die Afrikaanse bewoording van die omskrywing van „Witwatersrand-gebied" in klousule 2 van die Bylae word hierby gewysig deur na die naam „Gemsbokken No. 1" die name „Bedford No. 17, Olifantsfontein No. 495, Olifantsfontein No. 553" in te voeg.

J. A. GIBSON,
Kontroleur van Voedsel.

✱ No. 928.] [1 Junie 1945.

BEHEER VAN PRUIMEDANTE.

Kragtens die bevoegdheid my verleen by regulasie 5 gelees saam met subregulasie (1) van regulasie 2 van die regulasies vervat in die Aanhangsel van Oorlogsmaatreël No. 5 van 1944 (Proklamasie No. 16 van 1944), soos gewysig, lê ek, JOHN ALEXANDER GIBSON, Kontroleur van Voedsel, hierby die verbodsbepalings op en skryf ek die vereistes voor wat in die Bylae hiervan uiteengesit is.

En ek maak hierby bekend dat die Raad waarna in genoemde Bylae verwys word, op my versoek kragtens subregulasie (8) van regulasie 5 van genoemde regulasies ingestem het om my by te staan op die wyse in die Bylae uiteengesit.

J. A. GIBSON,
Kontroleur van Voedsel.

BYLAE.

1. Vir die toepassing van hierdie Bylae beteken—

„Raad", Die Droëvrugteraad ingestel kragtens artikel 2 van die Suid-Afrikaanse Droëvrugteskema gepubliseer onder Proklamasie No. 229 van 1938, soos gewysig;

„pakker", iemand in wie se naam 'n perseel kragtens regulasie 1 van Goewermentskennisgewing No. 8 van 1940 deur die Raad geregistreer is vir die bewerking, verpakking of opberging van droëvrugte.

2. Geen pakker mag pruimedante van enige graad hoegenaamd wat in sy besit of onder sy beheer is, verkoop of andersins van die hand sit nie behalwe op gesag van 'n permit deur die Raad uitgereik en onderworpe aan die voorwaardes daarin uiteengesit en sulke voorskrifte wat die Raad van tyd tot tyd mag oplê.

DEPARTMENT OF COMMERCE AND INDUSTRIES
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(NATAL SECTION)

EXTRAORDINARY BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

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All Proclamations, Government and General Notices published for the first time, are indicated by a ✱ in the left-hand upper corner.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF JUSTICE.

✱ No. 814.] [15 May 1945.

MAGISTRATES' COURTS.—RULES OF COURT.

The Minister of Justice has in terms of sub-section (5) of section *twenty-five* of the Magistrates' Courts Act, No. 32 of 1944, confirmed the Rules made by the Rules Board, in terms of sub-section (3) of the said section and contained in the Schedule hereto; such Rules to take effect from the second day of July, 1945.

SCHEDULE.

MAGISTRATES' COURTS ACT, No. 32 OF 1944.

RULES OF COURT.

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

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN JUSTISIE.

✱ No. 814.] [15 Mei 1945.

MAGISTRAATSHOWE.—REËLS VAN DIE HOF.

Ooreenkomstig subartikel (5) van artikel *vyf-en-twintig* van die Magistraatshowewet, No. 32 van 1944, het die Minister van Justisie die reëls wat deur die Reëlsraad kragtens subartikel (3) van genoemde artikel gemaak is en wat vervat is in die Bylae hiervan, bekragtig. Voornoemde reëls tree in werking vanaf die tweede dag van Julie 1945.

BYLAE.

MAGISTRAATSHOWEWET, No. 32 VAN 1944.

REËLS VAN DIE HOF.

INHOUDSOPGAWE.

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52. Appèl na magistraatshowe.
53. Nie-voldoening aan reëls, met inbegrip van tydbeperkings en foute.
54. Verdaging en uitstel.
55. Nie-verskyning van 'n party; terugtrekking, ens.
56. Notule, inskrywing, ens. as bewys in siviele sake.
57. Tussenkoms van derde party in aksie.
58. Sekerheid vir koste deur eiser.
59. Vertraging in voortsetting van aksie.
60. Invordering van klein skulde.
61. Register van strafsake.
62. Snelskrifaantekenings in strafsake.
63. Appèl in strafsake.

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PRELIMINARY.

1. (1) The provisions contained in rules 22 to 26 inclusive of these rules shall be applicable only if—

(i) the plaintiff has not applied for summary judgment; or

(ii) the plaintiff has applied for summary judgment and the application has been dismissed or an order has been made giving the defendant leave to defend.

(2) (*a*) The forms contained in the first annexure may, where applicable, be used with such variations as circumstances may require; but non-compliance with this rule shall not in itself be a ground of exception.

(*b*) All process of the court for service or execution and all documents or copies to be filed of record shall be on foolscap paper.

(*c*) Any process or notice or document issued or delivered shall be endorsed with the name and address of the parties issuing or delivering it.

INTERPRETATION OF TERMS.

2. (1) In these rules and in the forms thereto annexed—

(i) a word to which a meaning has been assigned in the Act shall bear that meaning; and

(ii) except where the context otherwise indicates—

"apply" means apply on motion and "application" has a corresponding meaning;

"attorney" includes a law agent instructed by a party to act on his behalf and legally entitled so to act;

"clerk of the court" includes an assistant clerk and any person appointed to act as such clerk or assistant;

"company" means an incorporated or registered company;

"default judgment" means a judgment given in the absence of the party against whom it is made;

"deliver" (except in rule 8) means to file of record with the clerk of the court and serve a copy on the opposite party and "delivery" has a corresponding meaning;

"give security" means either payment into court of the amount in question or the giving of a security bond to the satisfaction of the clerk of the court either by the party with some one as his surety or by two or more other persons;

"messenger" means the messenger of the court or [except in sub-rule (1) of rule 3] his lawful deputy, and includes any person specially approved of by the court to effect any particular service;

"money" includes all coined money, whether current in the Union or not, and all bank-notes, bank-drafts, cheques, orders, warrants, or authorities for the payment of money;

"notice" means notice in writing;

"pending case" means a case in which summons has been issued and which has not been withdrawn, discontinued or dismissed and in which judgment has not been given;

"plaintiff", "defendant", "applicant", "respondent" and "party" include the attorney appearing for any such party and the officer of any local authority nominated by it for the purpose;

"property" includes everything animate or inanimate, corporeal or incorporeal, movable or immovable, capable of being the subject of ownership;

"superior court" means any division of the Supreme Court, whether it is the appellate division or a provincial or local division;

"the Act" means the Magistrates' Courts Act, No. 32 of 1944;

"valuable security" includes any document which is the property of any person and which is the evidence of the ownership of any property or of the right to recover or receive any property.

(2) Where anything is required by these rules to be done within a particular number of days or hours, a Sunday or public holiday shall not be reckoned as part of such period.

(3) All distances shall be calculated over the shortest route reasonably available in the circumstances.

MESSENGER OF THE COURT.

3. (1) Every messenger of the court who is not an officer of the public service of the Union shall give security to the satisfaction of the magistrate of the district for the due fulfil-

Onderwerp.	Reël No.
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Verstekvonnis	16
Verteenwoordiging van partye	6
Vertraging in voortsetting van aksie	59
Verweerskrif	22
Vonnis by verstek	16
Vonnis, hersiening van	46
Vonnis, summiere	21
Vonnis deur toestemming	15
Voorlopige verhoorprosedure	25
Woordbepaling	2
Wysigings van dagvaarding	12

INLEIDING.

1. (1) Die bepalings vervat in reëls 22 tot en met 26 van hierdie reëls is slegs van toepassing indien—

(i) die eiser nie om summiere vonnis aansoek gedoen het nie; of

(ii) die eiser om summiere vonnis aansoek gedoen het en die aansoek afgewys is of 'n bevel gegee is waarby aan die verweerder verlof verleen is om te verdedig.

2. (*a*) Die vorms wat in die eerste aanhangsel aangegee word, kan, indien toepaslik, met sulke wysigings gebruik word as wat omstandighede vereis; maar nie-voldoening aan hierdie reël maak op sigself geen grond van eksepsie uit nie.

(*b*) Alle geregtelike prosesstukke wat gedien of ten uitvoer gelê moet word, asook alle dokumente of afskrifte wat by die stukke in die saak opgeberg moet word, moet op foliopapier opgestel wees;

(*c*) Op alle prosesstukke of kennisgewings of dokumente wat uitgereik of ingelewer word, moet die naam en adres van die partye wat dit uitreik of inlewer, geëndosseer wees.

WOORDBEPALING

2. (1) In hierdie reëls en in die bygaande vorms—

(i) het 'n woord waaraan 'n betekenis in die Wet toegeken is, daardie betekenis; en

(ii) behalwe waar die samehang 'n ander betekenis aanwys, beteken—

„aansoek doen", aansoek doen by wyse van mosie, en „aansoek" het 'n ooreenstemmende betekenis;

„prokureur", ook 'n wetsagent wat deur 'n party gelas is om namens hom op te tree en wat wetlik geregtig is om aldus op te tree;

„klerk van die hof", ook 'n assistentklerk en enigeen wat aangestel is om as so 'n klerk of assistent op te tree;

„maatskappy", 'n ingelyfde of geregistreerde maatskappy;

„vonnis by verstek", 'n vonnis gevel in die afwesigheid van die party teen wie dit gevel word;

„inlewer", (behalwe in reël 8) om by die klerk van die hof by die stukke in die saak op te berg en 'n afskrif op die teenparty te dien, en „inlewering" het 'n ooreenstemmende betekenis;

„sekerheid stel", óf geregtelike inbetaling van die betrokke bedrag óf aangaan van 'n borgakte tot genoeë van die klerk van die hof, hetsy deur die party met iemand as sy borg, of deur twee of meer ander persone;

„bode", die geregsbode of, behalwe in subreël (1) van subreël 3, sy wettige plaasvervanger en sluit in enigeen wat spesiaal deur die hof goedgekeur is om 'n bepaalde diening te bewerkstellig;

„geld", ook alle gemunte geld, of dit in omloop in in die Unie is of nie, asook alle banknote, bankwissels, tjeks, orders of magtigings vir die betaling van geld;

„kennisgewing", 'n skriftelike kennisgewing;

„hangende saak", 'n saak waarin dagvaarding uitgereik is en wat nie teruggetrek, gestaak of afgewys is nie en waarin vonnis nie gevel is nie;

„eiser", „verweerder", „applikant", „respondent" en „party", ook die prokureur wat vir so 'n party verskyn en die beampte van enige plaaslike bestuur wat deur so 'n bestuur vir dié doel benoem is;

„goedere" en „goed" ook alles lewend of lewensloos, liggaamlik of onliggaamlik, roerend of onroerend wat die voorwerp van eiendomsregte kan wees;

„hoër hof", enige afdeling van die Hooggeregshof, ongeag of dit die appélafdeling of 'n provinsiale of plaaslike afdeling is;

„die Wet", die Magistraatshowewet, No. 32 van 1944;

„geldwaardige sekerheid", ook enige dokument wat die eiendom is van enigeen en wat die bewys is van die eiendomsreg op enige goedere of van die reg om enige goedere te vorder of te ontvang.

(2) Waar hierdie reëls vereis dat enigiets binne 'n bepaalde aantal dae of ure gedoen moet word, word 'n Sondag of openbare vakansiedag nie as deel van so 'n tydperk gereken nie.

(3) Alle afstande word bereken volgens die kortste roete wat redelik onder omstandighede beskikbaar is.

GEREGSBODE.

3. (1) Elke geregsbode wat nie 'n amptenaar in die Staatsdiens van die Unie is nie, moet tot bevrediging van die magistraat van die distrik sekerheid stel vir die behoorlike

ment of the duties of his office, including the due and punctual payment by him to the parties entitled thereto of all moneys which shall come into his hands by virtue of his office.

(2) Except as otherwise provided in these rules, the process of the court shall be served or executed, as the case may be, through the messenger.

(3) Service or execution of process of the court shall be effected without any avoidable delay, and the messenger shall, in any case where resistance to the due service or execution of the process of the court has been met with or is reasonably anticipated, have power to call upon any officer or member of the police force to render him aid.

(4) The messenger shall endorse on or annex to all process entrusted to him for service or execution a return showing the date and manner of service or the result of execution; and shall then forthwith return the said process to the clerk of the court.

(5) The messenger shall, as to process entrusted to him for service, notify in writing to the party who sued out the process and as soon as may be, either—

(i) that service has been duly effected and the date thereof; or

(ii) that he has been unable to effect service and the reason for such inability.

DUTIES OF CLERK OF THE COURT IN CIVIL MATTERS.

4. (1) The clerk of the court shall keep a book to be called the civil record book and shall enter therein forthwith at each successive stage of the action—

(*a*) the number of the action;

(*b*) the names of the parties and their attorneys, if any;

(*c*) the date and hour of issue of summons;

(*d*) the nature of the debt, the judgment and the date thereof, and the amount of taxed costs;

(*e*) any remarks required by these rules or by the special circumstances of the case.

(2) He shall also keep a daily index of all judgments given and shall enter therein the number of the case and the names of the parties.

(3) The summons or other first document filed in a case or on an application not relating to a then pending case shall be numbered by him with a consecutive number for the year; and the action or application shall be entered by him in the civil record book under that number.

(4) Every document afterwards served or delivered in such case or application, or in any subsequent case in continuation of any such application, shall be marked with such number by the party delivering it, and shall not be received by the clerk of the court until so marked.

(5) All documents delivered to him to be filed of record and all minutes made by the court shall be filed of record under the number of the respective action or application.

(6) Copies of such records shall, upon prepayment of the prescribed fees, be made and issued by the clerk of the court to any person applying therefor and entitled thereto, or such copies may be made by such person in the presence of the clerk.

5. (1) It shall also be the duty of the clerk of the court—

(i) to sign and issue all such process of the court as may be sued out by any person entitled thereto, or at the request of any party by whom process was sued out to reissue such process after its return by the messenger;

(ii) to notify the plaintiff forthwith in writing of the defendant's consent to judgment before entry of appearance, payment into court before entry of appearance of the amount claimed or any part thereof, or of an application for a judgment by default having been refused;

(iii) to write out, upon the request of any party entitled thereto in terms of sections *fifty-five* and *fifty-eight* of the Act and on payment of the following court fees, any process of the court which such party requests him to write out, viz:—

	s.	d.
Summons, defence or counterclaim	5	0
Subpoena, warrant of execution or other process or document	1	0

The above fees shall be for the clerk's services, and in addition to the fees laid down in Table D of the second annexure;

(iv) to note on a certified copy of a judgment at the request of the party to whom such copy is issued costs incurred after judgment payable by the judgment debtor in respect of the judgment.

(2) Any act required to be done by the clerk of the court may be done by a judicial officer, except that a judicial officer shall in no case write out any affidavit, pleading or process for any party or tax any bill of costs.

(3) When a court imposes upon a person any fine such person shall forthwith pay such fine to the clerk of the court.

vervulling van sy ampspligte, met inbegrip van die behoorlike en stipte betaling deur hom aan die partye wat daartoe geregtig is van alle gelde wat hy ampshalwe ontvang.

(2) Behalwe waar hierdie reëls anders bepaal, moet geregtelike prosesstukke deur bemiddeling van die bode gedien of ten uitvoer gelê word, al na die geval.

(3) Geregtelike prosesstukke moet sonder vermybare versuim gedien of ten uitvoer gelê word en in enige geval waar teenstand teen die behoorlike diening of tenuitvoerlegging van geregtelike prosesstukke gebied is of sulks redelik verwag kan word, is die geregsbode bevoeg om hom op 'n offisier of lid van die Polisiemag om hulp te beroep.

(4) Op elke prosesstuk wat aan die geregsbode vir diening of tenuitvoerlegging toevertrou word, moet hy 'n relaas aanbring, of dit daaraan heg, wat die datum en wyse van diening of die uitslag van die tenuitvoerlegging aandui; vervolgens moet hy genoemde prosesstuk onverwyld aan die klerk van die hof terugbesorg.

(5) Wat betref 'n prosesstuk wat vir diening aan die bode toevertrou is, moet hy die party wat die prosesstuk uitgeneem het so gou doenlik skriftelik in kennis stel óf—

(i) dat die diening behoorlik uitgevoer is en die datum daarvan; óf

(ii) dat hy diening nie kon uitvoer nie en die rede daarvoor.

PLIGTE VAN DIE KLERK VAN DIE HOF IN SIVIELE SAKE.

4. (1) Die klerk van die hof moet 'n register, bekend as die Register van Siviele Sake, hou en moet daarin op elke agtereenvolgende stadium van die aksie onverwyld aanteken—

(*a*) die nommer van die aksie;

(*b*) die name van die partye en dié van hul prokureurs, indien enige;

(*c*) die dag en uur waarop dagvaarding uitgereik is;

(*d*) die aard van die skuld, die vonnis en die datum daarvan en die bedrag van die getakseerde koste;

(*e*) enige opmerkings wat deur hierdie reëls of die spesiale omstandighede van die geval vereis word.

(2) Hy moet ook 'n daaglikse indeks hou van alle vonnisse wat gevel word en moet daarin die nommer van die saak en die name van die partye aanteken.

(3) Hy moet die dagvaarding of ander eerste dokument wat ingedien word in 'n saak of in verband met 'n aansoek wat nie op 'n asdan hangende saak betrekking het nie, met 'n volgnommer vir die jaar nommer en moet die aksie of aansoek in die Register van Siviele Sake onder daardie nommer inskryf.

(4) Elke dokument wat daarna in so 'n saak of aansoek of in enige latere saak ter voortsetting van so 'n aansoek gedien of ingelewer word, moet met so 'n nommer deur die party wat dit inlewer genommer word en moet nie deur die klerk van die hof in ontvangs geneem word nie totdat dit aldus genommer is.

(5) Alle dokumente wat vir opberging by die stukke in die saak by hom ingelewer word en alle notule van die hof moet onder die nommer van die besondere aksie of aansoek by die stukke opgeberg word.

(6) By vooruitbetaling van die voorgeskrewe gelde moet die klerk van die hof afskrifte van sulke stukke maak en uitreik aan enigeen wat daarom aansoek doen en daartoe geregtig is; sulke afskrifte kan ook deur so iemand in die teenwoordigheid van die klerk gemaak word.

5. (1) Dit is ook die plig van die klerk van die hof om—

(i) alle geregtelike prosesstukke wat uitgeneem word deur iemand wat daartoe geregtig is te onderteken en uit te reik, of om op versoek van die party deur wie die prosesstuk uitgeneem is, so 'n prosesstuk opnuut uit te reik nadat dit deur die geregsbode terugbesorg is;

(ii) die eiser onverwyld skriftelik in kennis te stel van die verweerder se toestemming tot vonnis voor aantekening van verskyning, geregtelike inbetaling voor aantekening van verskyning van die bedrag wat geëis word of deel daarvan, of van die afwysing van 'n aansoek om 'n vonnis by verstek;

(iii) op versoek van 'n party wat volgens artikels *vyf-en-vyftig* en *ag-en-vyftig* van die Wet daartoe geregtig is en by betaling van onderstaande hofgelde, 'n geregtelike prosesstuk op te stel wat die party hom versoek om op te stel, t.w.

	s.	d.
Dagvaarding, verweer of teeneis	5.	0.
Subpoena, lasbrief van aksekusie of ander prosesstuk of dokument	1.	0.

Bogenoemde gelde is vir die klerk se dienste en is betaalbaar benewens die gelde wat in Tabel D van die tweede aanhangsel voorgeskryf is;

(iv) om op 'n gewaarmerkte afskrif van 'n vonnis op versoek van die party aan wie so 'n afskrif uitgereik word die koste aan te teken wat na die vonnis aangegaan is en deur die vonnisskuldenaar ten opsigte van die vonnis betaalbaar is.

(2) Enige handeling wat deur dié klerk van die hof verrig moet word, kan deur 'n regterlike amptenaar verrig word, behalwe dat 'n regterlike amptenaar in geen geval 'n beëdigde verklaring, pleitskrif of prosesstuk vir 'n party mag opstel of 'n kosterekening mag takseer nie.

(3) Wanneer 'n hof iemand 'n boete oplê, moet so iemand daardie boete onverwyld aan die klerk van die hof betaal.

REPRESENTATION OF PARTIES.

6. (1) (*a*) A party may institute or defend and may carry to completion any legal proceedings either in person or by a practitioner.

(*b*) A local authority, company or other incorporated body in doing so may act through an officer thereof nominated by it for the purpose.

(*c*) A partnership or group of persons associated for a common purpose in doing so may act through a member thereof nominated by it for the purpose.

(*d*) No person other than a practitioner acting under paragraphs (*a*), (*b*) or (*c*) shall be entitled to recover therefor any costs other than necessary disbursements.

(2) It shall not be necessary for any person to file a power of attorney to act; but the authority of any person acting for a party may be challenged by the other party within 48 hours after he has notice that such person is so acting or with the leave of the court for good cause shown at any time before judgment and thereupon such person may not, without the leave of the court, so act further until he has satisfied the court that he has authority so to act; and the court may adjourn the hearing of the action or application to enable him to do so.

(3) If a party dies or becomes incompetent to continue an action the action shall thereby be stayed until such time as an executor, trustee, guardian or other competent person has been appointed in his place or until such incompetence shall cease to exist.

(4) Where an executor, trustee, guardian or other competent person has been so appointed, the court may, on application, order that he be substituted in the place of the party who has so died or become incompetent.

PRO DEO APPLICANTS.

7. (1) Any person desiring to sue or defend as a pro Deo litigant may apply to the court on notice to the party to be sued or to the plaintiff, as the case may be for leave to do so. The applicant shall deliver with such notice an affidavit made by himself setting out fully the grounds of action or of defence on which he intends to rely and particulars of his means.

(2) The clerk of the court may at the request of the applicant and on the direction of judicial officer write out such notice and affidavit, notwithstanding that the claim or value of the matter in dispute exceeds £10 and no fee shall be payable by the applicant for such assistance.

(3) The court may upon any such application—

(i) examine the applicant on oath as to his right of action or defence, and as to his means;

(ii) require the applicant to call further evidence with reference to either question;

(iii) refer any such application to an attorney for investigation and report as to the applicant's means and whether he has a prima facie right of action or defence, as the case may be.

(4) If the court is thereafter satisfied that the applicant has a prima facie right of action or of defence, and is not possessed of means sufficient to enable him to pay the costs of the action, court fees and messenger's charges and will not be able within a reasonable time to provide such sums from his earnings, the court may order—

(i) that the process of the court issue and be served free of charge to the applicant other than for the disbursements of the messenger; and

(ii) that an attorney be appointed to act for such applicant; or

(iii) that the clerk of the court, without charge, write out such process, affidavits, notices and other documents as may be required to comply with these rules:

(5) If the pro Deo litigant succeeds and is awarded costs against his opponent he shall, subject to taxation, be entitled to include and recover in such costs his attorney's costs and also the fees and charges so remitted; and if he shall recover either for principal, interest or costs he shall first pay and make good thereout pro rata all such costs, fees and charges.

(6) If the pro Deo litigant does not succeed or recover upon a judgment in his favour no fees shall be taken from him by the attorney so appointed to act for him.

(7) An order made under this rule—

(i) shall not exempt the pro Deo litigant from liability to be adjudged to pay adverse costs; and

(ii) may, on application at any time before judgment by any person affected thereby, be reviewed and rescinded or varied by the court for good cause shown.

SERVICE OF PROCESS, NOTICES, ETC.

8. (1) A party requiring service of any process, notice or other document to be made by the messenger shall deliver to him the original of such process, notice or document, together with as many copies thereof as there are persons to be served.

VERTEENWOORDIGING VAN PARTYE.

6. (1) (*a*) 'n Party kan, hetsy persoonlik of deur 'n praktisyn, 'n regsgeding instel of verdedig en dit tot voltooiing voer.

(*b*) 'n Plaaslike bestuur, maatskappy of ander ingelyfde liggaam kan, wanneer hy sulks doen, deur 'n amptenaar daarvan, wat hy vir die doel benoem het, optree.

(*c*) 'n Vennootskap of groep persone wat hulself vir 'n gemeenskaplike doel verenig het, kan, wanneer hy sulks doen, deur 'n lid daarvan, wat hy vir dié doel benoem het, optree.

(*d*) Niemand, behalwe 'n praktisyn wat volgens paragrawe (*a*), (*b*) of (*c*) optree, is geregtig om enige ander koste behalwe noodsaaklike uitgawes te verhaal nie.

(2) Niemand hoef 'n volmag om te kan optree, in te dien nie, dog die bevoegdheid van enigeen wat vir 'n party optree, kan deur die ander party betwis word binne 48 uur nadat hy te wete gekom het dat so 'n iemand aldus optree of, met verlof van die hof om 'n gegronde rede, te eniger tyd voordat vonnis gevel word, en daarna mag so iemand sonder verlof van die hof nie verder aldus optree nie alvorens hy die hof oortuig het dat hy gemagtig is om sulks te doen, en ten einde hom daartoe in staat te stel, kan die hof die verhoor van die aksie of aansoek uitstel.

(3) Indien 'n party te sterwe kom of onbekwaam word om 'n aksie voort te sit, word die aksie as gevolg daarvan opgeskort tot tyd en wyl 'n eksekuteur, kurator, voog of ander bevoegde persoon in sy plek aangestel is of totdat sodanige onbekwaamheid nie meer bestaan nie.

(4) Waar 'n eksekuteur, kurator, voog of ander bevoegde persoon aldus aangestel is, kan die hof, op aansoek beveel dat hy in die plek gestel word van die party wat aldus te sterwe gekom of onbekwaam geword het.

PRO DEO APPLIKANTE.

7. (1) Iemand wat as 'n pro deo gedingvoerende party wil dagvaar of verdedig kan na kennisgewing aan die party wat gedagvaar sal word of aan die eiser, na gelang van die geval, by die hof aansoek doen om verlof om sulks te doen. Tesame met so 'n kennisgewing moet die applikant 'n beëdigde verklaring, wat hy self afgelê het, inlewer waarin hy die gronde vir die aksie of vir die verweer, waarop hy voornemens is om te steun, en besonderhede van sy middele, volledig uiteensit.

(2) Op versoek van die applikant en in opdrag van die regterlike amptenaar kan die klerk van die hof so 'n kennisgewing en beëdigde verklaring opstel ondanks die feit dat die eis of die waarde van die saak in geskil meer as £10 bedra en die applikant hoef geen gelde vir sodanige bulp te betaal nie.

(3) Na aanleiding van so 'n aansoek kan die hof—

(i) die applikant onder eed ondervra omtrent sy reg van aksie of gronde van verweer en omtrent sy middele;

(ii) van die applikant vereis om verdere getuienis met betrekking tot een of ander van hierdie aangeleenthede voor te bring;

(iii) so 'n aansoek na 'n prokureur vir ondersoek na en verslag oor die applikant se middele verwys en of hy, al na die geval, *prima facie* 'n reg van aksie of grond van verweer het.

(4) As die hof daarvan oortuig is dat die applikant *prima facie* 'n reg van aksie of grond van verweer het en nie oor voldoende middele beskik om die koste van die aksie en hof- en bodegelde te betaal nie en nie in staat sal wees om binne 'n redelike tyd sulke bedrae uit sy verdienste te verskaf nie, kan die hof beveel—

(i) dat, behalwe vir die uitgawes van die bode, die geregtelike prosesstukke sonder koste vir die applikant uitgereik en gedien word; en

(ii) dat 'n prokureur aangestel word om vir so 'n applikant op te tree; of

(iii) dat die klerk van die hof die prosesstukke, beëdigde verklarings, kennisgewings en ander dokumente wat ter voldoening aan hierdie reëls nodig is, kosteloos opstel.

(5) Indien die pro deo gedingvoerende party slaag en koste teen sy teenparty aan hom toegeken word, is hy, onderworpe aan taksering, geregtig om by sulke koste die koste van sy prokureur, asook die gelde en koste waarvan hy aldus vrygestel is, in te sluit en te verhaal; en indien hy óf die hoofsom, die rente of die koste verhaal, moet hy eers al sulke koste en gelde *pro rata* daaruit vereffen.

(6) Indien die pro deo gedingvoerende party nie slaag nie of niks kragtens 'n vonnis in sy guns verhaal nie, mag die prokureur wat aldus aangestel is om vir hom op te tree geen gelde van hom vorder nie.

(7) 'n Bevel wat volgens hierdie reël gegee is—

(i) stel die pro deo gedingvoerende party nie vry daarvan dat hy veroordeel kan word om die koste van die teenparty te betaal nie;

(ii) kan, op aansoek gedoen te eniger tyd voordat vonnis gevel word deur enigeen wat daardeur geraak word, om gegronde redes deur die hof in hersiening geneem en herroep of gewysig word.

DIENING VAN PROSESSTUKKE, KENNISGEWINGS, ENS.

8. (1) 'n Party wat verlang dat 'n prosesstuk, kennisgewing of ander dokument deur die bode gedien moet word, moet die oorspronklike van so 'n prosesstuk, kennisgewing of dokument, tesame met soveel afskrifte daarvan as wat daar persone is op wie gedien moet word, aan hom aflewer.

(2) Except as hereinafter provided and in the case of service by post, process and notice may not be served on a Sunday or public holiday.

(3) All process shall, subject to the provisions of this rule be served upon the person affected thereby by delivery of a copy thereof in one or other of the following manners:—

(i) to the said person personally, or to his duly authorised agent;

(ii) at his residence or place of business to some person apparently not less than sixteen years of age and apparently residing at or employed there;

"residence" for the purpose of this paragraph when a building is occupied by more than one person or family, means that portion of the building occupied by the defendant;

(iii) at his place of employment to some person apparently not less than sixteen years of age and apparently in authority over him;

(iv) if the person to be served has chosen a domicilium citandi at the domicilium so chosen;

(v) in the case of a corporation or company at its local office or in any other manner specially provided by law;

(vi) if the address of the person to be served is within the area of jurisdiction of the court for which the messenger has been appointed, and if the plaintiff or his authorised agent has given written instructions to the messenger to serve by registered post, the process shall be so served;

provided that where such service has been effected in the manner prescribed by paragraph (ii), (iii), (iv) or (vi) of this sub-rule, the court or clerk of the court as the case may be, may, if there is reason to doubt whether the process served has come to the actual knowledge of the person to be served, and in the absence of satisfactory evidence treat such service as invalid.

(4) The messenger shall, on demand by the person upon or against whom process is served, exhibit to him the original of the process except where service has been effected by post, in which case the original may be inspected where it is filed of record.

(5) Where the person to be served keeps his residence or place of business closed, and thus prevents the messenger from serving the process, it shall be sufficient service to affix a copy thereof to the outer or principal door of such residence or place of business.

(6) Where the messenger is unable after diligent search to find at the residence or domicilium citandi of the person to be served either that person or such person as is described in paragraph 3.(ii) it shall be sufficient service to affix a copy of the process to the outer or principal door of such residence or to leave a copy of the process at such domicilium.

(7) Service of process in an action where no relief (other than costs) is claimed save an order for ejectment from certain premises or a judgment for the rent thereof may, if it cannot be effected in manner prescribed in sub-rule (3) be made by affixing a copy thereof to the outer or principal door or on some other conspicuous part of the premises in question.

(8) Service of an interpleader summons where claim is made to any property attached in execution under process of the court may be made upon the attorney of record (if any) of the party to be served.

(9) Where two or more persons are to be served with the same process service shall be effected upon each, except—

(i) in the case of a partnership when service may be effected by delivery at the office or place of business of such partnership, or if there be none such, then by service on any member of such partnership in any manner hereinbefore prescribed;

(ii) in the case of two or more persons sued in their capacity as trustees of an insolvent estate, liquidators of a company, executors, curators, or guardians, when service may be effected by delivery to any one of them in any manner hereinbefore prescribed;

(iii) in the case of a syndicate, unincorporated company, club, society, church, public institution or public body, when service may be effected by delivery at the local office or place of business of such body, or, if there be none such, by service on the chairman or secretary or similar officer thereof in any manner hereinbefore prescribed.

(10) Service of a subpoena on a witness may be effected at a reasonable time before attendance is required, in any manner hereinbefore prescribed but need not be effected through the messenger.

(11) (*a*) Service of any notice, request, statement or other document which is not process of the court may be effected by delivery by hand at the address for service given in the summons or appearance to defend (as the case may be), or by sending by registered post to the postal address so given.

(*b*) An address for service or postal address so given may be changed by the delivery of notice of a new address, and thereafter service may be effected as aforesaid at such new address.

(2) Behalwe soos hierna bepaal en in die geval van diening per pos, word 'n prosesstuk en kennisgewing nie op 'n Sondag of openbare vakansiedag gedien nie.

(3) Behoudens die bepalings van hierdie reël moet alle prosesstukke op die betrokke persoon gedien word deur aflewering van 'n afskrif daarvan op een of ander van onderstaande wyse:—

(i) Aan die betrokke persoon self of aan sy behoorlik gemagtigde agent;

(ii) by sy woning of besigheidsplek aan iemand wat oënskynlik nie jonger as 16 jaar is nie en oënskynlik daar bly of daar werk;

"woning" vir doeleindes van hierdie paragraaf, wanneer 'n gebou deur meer as een persoon of gesin bewoon word, beteken daardie gedeelte van die gebou wat deur die verweerder bewoon word.

(iii) by sy werkplek aan iemand wat oënskynlik nie jonger as sestien jaar is nie en wat oënskynlik beheer oor hom het.

(iv) as die persoon op wie gedien moet word 'n *domicilium citandi* gekies het, by daardie *domicilium;*

(v) in die geval van 'n korporasie of maatskappy, by sy plaaslike kantoor of op enige ander wetlik voorgeskrewe wyse;

(vi) as die adres van die persoon op wie gedien moet word binne die regsgebied is van die hof waarvoor die bode aangestel is en as die eiser of sy behoorlik gemagtigde agent die bode skriftelik gelas het om per geregistreerde pos te dien, moet die prosesstuk aldus gedien word,

met dien verstande dat as diening geskied het volgens voorskrif van paragraaf (ii), (iii), (iv) of (vi) van hierdie subreël, die hof of klerk van die hof, na gelang van die geval, as daar rede bestaan om te twyfel of die gediende prosesstuk werklik tot die kennis van die persoon op wie gedien moes word, gekom het, en by gebrek aan bevredigende bewys, sodanige diening as ongeldig kan behandel.

(4) Op aanvraag deur die persoon op of teen wie 'n prosesstuk gedien word, moet die bode die oorspronklike van die prosesstuk aan hom vertoon, behalwe in gevalle waar per pos gedien is, wanneer die oorspronklike ingesien kan word op die plek waar dit by die stukke in die saak opgeberg is.

(5) Waar die persoon op wie gedien moet word sy woning of besigheidsplek gesluit hou en sodoende die bode verhinder om die prosesstuk te dien, is dit voldoende diening as 'n afskrif daarvan aan die buite- of hoofdeur van so 'n woning of besigheidsplek geheg word.

(6) Waar die bode, nadat hy deeglik gesoek het, nie in staat is om by die woning of *domicilium citandi* van die persoon op wie gedien moet word, daardie persoon of iemand wat in paragraaf 3 (ii) beskryf word, te vind nie, is dit voldoende diening as 'n afskrif van die prosesstuk aan die buite- of hoofdeur van so 'n woning geheg of 'n afskrif van die prosesstuk by so 'n *domicilium* gelaat word.

(7) Diening van 'n prosesstuk in 'n aksie waarin om geen ander verligting (behalwe koste) as 'n bevel vir die ontruiming van 'n sekere perseel of 'n vonnis vir die huurgeld daarvan aansoek gedoen word nie, kan, as dit nie volgens voorskrif van subreël (3) bewerkstellig kan word nie, uitgevoer word deur 'n afskrif daarvan aan die buite- of hoofdeur of aan 'n ander maklik sigbare deel van die betrokke perseel te heg.

(8) Wanneer goedere, waarop kragtens 'n geregtelike prosesstuk beslag gelê is, geëis word, kan 'n tussenpleitdag vaarding gedien word op die prokureur volgens die stukke (as daar een is) van die party op wie diening moet plaasvind.

(9) Wanneer dieselfde prosesstuk op twee of meer persone gedien moet word, moet op elkeen gedien word behalwe—

(i) in die geval van 'n vennootskap, wanneer diening kan geskied deur aflewering by die kantoor of besigheidsplek van so 'n vennootskap of, as daar nie so 'n kantoor of besigheidsplek is nie, dan deur diening op enige lid van so 'n vennootskap op enigeen van voormelde wyse;

(ii) in die geval van twee of meer persone wat in hul hoedanigheid van kurators van 'n insolvente boedel, likwidateurs van 'n maatskappy, eksekuteurs, kurators of voogde gedagvaar word, wanneer diening kan geskied deur aflewering aan enigeen van hulle op enigeen van voormelde wyse;

(iii) in die geval van 'n sindikaat, ongelyfde maatskappy, klub, vereniging, kerk, openbare inrigting of openbare liggaam, wanneer diening kan geskied deur aflewering by die plaaslike kantoor of besigheidsplek van so 'n liggaam of, as daar nie so 'n kantoor of besigheidsplek is nie, deur diening op die voorsitter of sekretaris of soortgelyke amptenaar daarvan op enigeen van voormelde wyse.

(10) Diening van 'n dagvaarding (subpoena) op 'n getuie kan geskied binne 'n redelike tyd voordat hy sy opwagting by die hof moet maak, en wel op enigeen van voormelde wyse, maar hoef nie deur die bode uitgevoer te word nie.

(11) (*a*) 'n Kennisgewing, versoek, verklaring of ander dokument, wat nie 'n geregtelike prosesstuk is nie, kan gedien word deur dit met hand af te lewer by die adres wat vir diening in die dagvaarding of verskyning om te verdedig (na gelang van die geval) gegee is of deur dit per geregistreerde pos aan die posadres wat aldus gegee is, te stuur.

(*b*) 'n Adres vir diening of posadres wat aldus gegee is, kan verander word deur 'n kennisgewing van 'n nuwe adres in te lewer en daarna kan diening soos voornoem by so 'n nuwe adres geskied.

(*c*) Service by registered post under this sub-rule shall be deemed, until the contrary appear, to have been effected at 10 a.m. on the next day but one after the postmarked date upon the receipt for registration.

(*d*) Service under this sub-rule need not be effected through the messenger.

(12) Where the court is satisfied that service cannot be effected in any manner hereinbefore prescribed, and that the action is within its jurisdiction it may make an order allowing service to be effected in such manner as may be stated in such order.

(13) Where the service to be effected is that of—

(i) an order made ex parte which calls upon the respondent to show cause at a time stated or limited in the order; or

(ii) an interpleader summons;

it shall be effected at least three days plus one additional day for each 10 miles distance of the place of service from the court-house, not exceeding 21 days in all, before the time stated or limited therein for the appearance of the party served.

(14) Except where otherwise provided, notice of application to the court shall be served at least three days before the time appointed for the hearing of the application but the court may on cause shown reduce such period.

(15) (*a*) Unless otherwise provided, where service of process may be effected by registered post, the service shall be so effected by the messenger placing a copy thereof in an envelope, addressing and posting it by pre-paid registered letter to the address of the party to be served and at the time of registration making application for an acknowledgment by the addressee of the receipt thereof as provided in section *fifty-four* of Government Notice No. 1468, published in the *Gazette* of the 29th August, 1911.

(*b*) A receipt form completed as provided in section *fifty-seven* of the said Government Notice shall be a sufficient acknowledgment of receipt for the purposes hereof.

(*c*) If no such acknowledgment be received the messenger shall state the fact in his return of service of the summons or process.

(*d*) Every such letter shall have on the envelope a printed or typewritten notice in the following terms:—

"This letter must not be readdressed. If delivery is not effected before.....19... it must be delivered to the messenger of the magistrate's court at....."

SUMMONS COMMENCING ACTION.

9. The process of the court for commencing an action shall be by summons calling upon the defendant to enter an appearance within a stated time after service (which shall not be less than three days, plus one additional day for each 10 miles distance of the place of service from the court-house, but not to exceed 21 days in all) to answer the claim of the plaintiff, and warning the defendant of the consequences of failure to do so; and shall be signed by the clerk of the court, and shall bear the date of issue by him.

ENDORSEMENT OF SUMMONS.

10. (1) The summons shall before issue be endorsed with particulars of claim, and shall include—

(i) a form of consent to judgment;

(ii) a form of appearance to defend; and

(iii) a notice drawing the defendant's attention to the provisions of section *one hundred and nine* of the Act.

(2) The endorsement shall be signed by the plaintiff or by his attorney, and the full address where the plaintiff will accept service of process in the action (which address, except in places where there are fewer than three attorneys or firms of attorneys practising independently of one another shall not be more than three miles distant from the court-house) and also the postal address of the person so signing shall be given thereon.

(3) The particulars of claim shall show the nature and amount of the claim, the rate of interest and the amount thereof claimed up to the date of the summons, and the amount which, if the action is undefended, is claimed for attorney's costs and court fees. The messenger shall endorse the amount of his charges on the summons on service thereof.

(4) The particulars shall also show any abandonment of part of the claim under section *thirty-eight* of the Act and any set-off under section *thirty-nine* of the Act.

(5) Where the summons contains more than one claim, the particulars of each claim and the relief sought in respect of each claim shall be stated separately.

(6) Where the particulars contain more than 100 words, they may be contained in an annexure served with the summons, which annexure shall be taken to be part of the summons.

(*c*) Totdat die teendeel blyk, word dit beskou dat diening per geregistreerde pos volgens hierdie subreël geskied het om tienuur vm. op die tweede dag na die datum van die posmerk op die registrasiebewys.

(*d*) Diening volgens hierdie subreël hoef nie deur middel van die bode te geskied nie.

(12) Waar die hof daarvan oortuig is dat diening nie op enigeen van voormelde wyse bewerkstellig kan word nie en dat die aksie binne sy regsbevoegdheid is, kan hy 'n bevel gee waarvolgens diening op die wyse wat in die bevel vermeld word, kan geskied.

(13) Waar die diening wat bewerkstellig moet word dié is van—

(i) 'n *ex parte* verleende bevel waarin van die respondent vereis word om gronde aan te voer op 'n tyd wat in die bevel vermeld of beperk word; of

(ii) 'n tussenpleitdagvaarding,

moet dit uitgevoer word minstens drie dae plus een ekstra dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens een-en-twintig dae, voor die daarin vermelde of daardeur beperkte tyd vir die verskyning van die party op wie gedien word.

(14) Behalwe waar anders bepaal word, moet kennisgewing van aansoek by die hof gedien word minstens drie dae voor die tyd wat vir die verhoor van die aansoek vasgestel is, dog die hof kan om redes wat aangevoer mag word, so'n tydperk verminder.

(15) (*a*) Waar diening van 'n prosesstuk per geregistreerde pos kan geskied, moet, behoudens andersluidende bepalings, die diening aldus deur die bode bewerkstellig word deur 'n afskrif daarvan in 'n koevert te plaas, dit te adresseer en per gefrankeerde geregistreerde brief te pos aan die adres van die party op wie gedien moet word en, ten tyde van die registrasie van die brief, aansoek te doen om voorsien te word van 'n erkenning van die ontvangs daarvan deur die geadresseerde soos bepaal in artikel *vier-en-vyftig* van Goewermentskennisgewing No. 1468, gepubliseer in die *Staatskoerant* van 29 Augustus 1911.

(*b*) 'n Ontvangsbewys wat volgens voorskrif van artikel *sewe-en-vyftig* van genoemde Goewermentskennisgewing ingevul is, is vir doeleindes van hierdie reël voldoende erkenning van ontvangs.

(*c*) As sodanige erkenning nie ontvang word nie, moet die bode hierdie feit in sy relaas van die diening van die dagvaarding of prosesstuk vermeld.

(*d*) Op die koevert wat so'n brief bevat, moet 'n kennisgewing in die volgende bewoording in druk of tikskrif voorkom:—

"Hierdie brief moenie heradresseer word nie. Indien onafgelewer na.....moet dit aan die bode van die Magistraatshof te.....afgelewer word."

DAGVAARDING WAARDEUR 'N AKSIE BEGIN WORD.

9. Die geregtelike prosesstuk vir die aanvang van 'n aksie is 'n dagvaarding waarby van die verweerder vereis word om verskyning aan te teken binne 'n bepaalde tyd na diening (wat minstens drie dae plus 'n ekstra dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens een-en-twintig dae, moet wees) ten einde te antwoord op die eis van die eiser, en waarby die verweerder gewaarsku word van die gevolge van versuim om sulks te doen; die prosesstuk moet deur die klerk van die hof onderteken wees en die datum dra waarop hy dit uitgereik het.

ENDOSSERING VAN DAGVAARDING.

10. (1) Voordat die dagvaarding uitgereik word, moet die besonderhede van die eis daarop geëndosseer word en moet dit vergesel gaan van—

(i) 'n vorm van toestemming tot vonnis;

(ii) 'n vorm van verskyning om te verdedig; en

(iii) 'n kennisgewing waarin die verweerder se aandag gevestig word op die bepalings van artikel *honderd-en-nege* van die Wet.

(2) Die endossement moet deur die eiser of sy prokureur onderteken word, en die volledige adres waar die eiser diening van prosesstukke in die aksie sal aanneem (behalwe op plekke waar daar minder as drie prokureurs of firmas van prokureurs is wat onafhanklik van mekaar praktiseer, moet so'n adres hoogstens drie myl van die hofgebou verwyder wees) en ook die posadres van die persoon wat aldus onderteken, moet by die endossement vermeld word.

(3) Die besonderhede van die eis moet die aard en bedrag van die eis aangee, asook die rentekoers en die bedrag aan rente wat tot op die datum van die dagvaarding geëis word, en die bedrag wat, as die aksie nie verdedig word nie, by wyse van prokureurskoste en hofgelde geëis word. Wanneer die bode die dagvaarding dien, moet hy die bedrag van sy koste daarop endosseer.

(4) Die besonderhede moet ook enige afstanddoening van 'n gedeelte van die eis kragtens artikel *ag-en-dertig* van die Wet vermeld, asook enige skuldvergelyking volgens artikel *nege-en-dertig* van die Wet.

(5) Waar die dagvaarding meer as een eis behels, moet die besonderhede van elke eis en die verligting wat ten opsigte van elke eis aangevra word, afsonderlik vermeld word.

(6) Waar die besonderhede meer as 100 woorde beslaan, kan hulle vervat word in 'n aanhangsel wat tesame met die dagvaarding gedien word; so'n aanhangsel word geag deel van die dagvaarding uit te maak.

(7) The clerk of the court may refuse to issue a summons in which an excessive amount is claimed for attorney's costs or court fees.

(8) The summons shall also show—

(i) the surname of the defendant by which he is known to the plaintiff, the defendant's sex and residence or place of business, and, where known, his christian name or initials and his occupation; and, if defendant is sued in a repretative capacity, the capacity in which he is so sued;

(ii) the christian name, surname, sex, occupation and the residence or place of business of the plaintiff;

(iii) where the plaintiff sues as cessionary, the name, address and description of the cedent at the date of the cession, and the date of the cession;

(iv) where the plaintiff sues in a representative capacity, the capacity in which he sues;

(v) where the plaintiff sues upon an instrument presentment whereof was necessary, the fact and date of presentment;

(vi) where the defendant is cited under the jurisdiction conferred upon the court by section *twenty-eight* (1) (*d*) of the Act the summons shall contain an averment that the whole cause of action arose within the district but need set out no further particulars in support of such averment; provided, however, that the defendant may in manner prescribed in rule 18 require the delivery of such particulars;

(vii) where the defendant is cited under the jurisdiction conferred upon the court by section *twenty-eight* (1) (*g*) of the Act, the summons shall contain an averment that the property concerned is situate within the district.

(9) More claims than one may be made in a summons either alternatively or otherwise, but claims which are not expressed to be alternative shall not be mutually inconsistent, nor based on inconsistent averments of facts.

ACTIONS BY AND AGAINST PARTNERS, ETC.

11. (1) Any two or more persons claiming or being sued as co-partners may sue or be sued in the name of the firm, of which such persons were co-partners at the time of the accruing of the cause of action; and, in any such case, any party may by notice require from the party so suing or sued a statement of the names and places of residence of the persons who were at the time of the accruing of the cause of action co-partners in any such firm.

(2) The party receiving such notice shall, within three days after receipt thereof, deliver the statement required.

(3) When the names of the partners are so declared, the action shall proceed in the same manner and the same consequences in all respects shall follow as if they had been named in the summons; but all the proceedings shall nevertheless continue in the name of the firm.

(4) Any person carrying on business in a name or style other than his own name may sue or be sued in such name or style as if it were a firm name; and so far as the nature of the case will permit all the provisions of this rule relating to proceedings against firms shall apply.

(5) The provisions of this rule shall also apply mutatis mutandis to an unincorporated company, syndicate, or association.

(6) When action has been instituted by or against a firm or by or against a person carrying on business in a name or style other than his own name or by or against an unincorporated company, syndicate or association in the name of the firm or in such name or style or in the name of the company, syndicate or association, as the case may be, the court may on the application of the other party to the action made at any time either before or after judgment on notice to a person alleged to be a partner in such firm or the persons so carrying on business, or a member of such company, syndicate or association, declare such person to be a partner, the person so carrying on business or a member, as the case may be, and on the making of such order the provisions of sub-rule (3) shall apply as if the name of such person had been declared in a statement delivered as provided in sub-rule (2).

AMENDMENT OF SUMMONS.

12. (1) Subject to the provisions of this rule a summons may, before service, be amended by the plaintiff as he shall think fit.

(2) Any alteration or amendment of a summons before service and whether before or after issue, shall, before the summons is served, be initialed by the clerk of the court in the original summons, and, until so initialed, such alterations and amendments shall have no effect.

(3) A summons may, after service, be amended with the leave of the court either on application on notice or at the hearing subject to such order as to adjournment and costs as shall be just; and the court shall take into consideration whether adequate prior notice of intention to apply for such amendment has been served upon the other party affected: Provided that when neither the christian name nor the initial of the defendant is shown, or a wrongly spelt christian name, or not all christian names appear in the summons but the correct christian name or initial of the person on whom service of the summons has been effected is disclosed in the return of the messenger, the clerk of the court may, at the request of the plaintiff and without notice to such person,

(7) Die klerk van die hof kan weier om 'n dagvaarding, waarin 'n buitensporige bedrag vir prokureurskoste en hofgelde geëis word, uit te reik.

(8) Die dagvaarding moet ook vermeld—

(i) die familienaam van die verweerder waarby hy aan die eiser bekend is, die verweerder se geslag en woning of besigheidsplek en, as dit bekend is, sy voornaam of voorletters en sy beroep; en as die verweerder in 'n verteenwoordigende hoedanigheid gedagvaar word, die hoedanigheid waarin hy aldus gedagvaar word;

(ii) die voornaam, familienaam, geslag, beroep en die woning of besigheidsplek van die eiser;

(iii) waar die eiser as sessionaris dagvaar, die naam, adres en beskrywing van die sedent op die datum van die sessie, asook die datum van die sessie;

(iv) waar die eiser in 'n verteenwoordigende hoedanigheid dagvaar, die hoedanigheid waarin hy dagvaar;

(v) waar die eiser dagvaar op 'n akte waarvan die voorlegging nodig was, die feit en datum van voorlegging;

(vi) waar die verweerder kragtens die regsbevoegdheid wat by artikel *ag-en-twintig* (1) (*d*) van die Wet aan die hof verleen word, gedagvaar word, moet die dagvaarding 'n bewering bevat dat die skuldoorsaak geheelenal binne die distrik ontstaan het, maar hoef geen verdere besonderhede ter staving van so'n bewering aan te gee nie; die verweerder kan egter volgens voorskrif van reël 18 die inlewering van sulke besonderhede vereis;

(vii) waar die verweerder gedagvaar word kragtens die regsbevoegdheid wat by artikel *ag-en-twintig* (1) (*g*) van die Wet aan die hof verleen word, moet die dagvaarding 'n bewering bevat dat die betrokke goedere binne die distrik geleë is.

(9) Meer as een eis kan in 'n dagvaarding, hetsy in die alternatief of andersins, gestel word, dog eise waarvan nie verklaar word dat hulle alternatief is nie, mag nie onderling teenstrydig wees nie en ook nie op teenstrydige bewerings aangaande feite gegrond wees nie.

AKSIES DEUR EN TEEN VENNOTE, ENS.

11. (1) Twee of meer persone wat as vennote eis of gedagvaar word, kan dagvaar of gedagvaar word in die naam van die firma waarvan sulke persone vennote was op die tydstip toe die skuldoorsaak ontstaan het; en in so'n geval kan enige party, by kennisgewing, van die party wat aldus dagvaar of gedagvaar word 'n opgawe vereis van die name en verblyfplekke van die persone wat op die tydstip waarop die skuldoorsaak ontstaan het vennote in so'n firma was.

(2) Die party wat so'n kennisgewing ontvang, moet binne drie dae na ontvangs daarvan die vereiste opgawe inlewer.

(3) Wanneer die name van die vennote aldus opgegee word, gaan die aksie voort op dieselfde wyse en ontstaan in alle opsigte dieselfde gevolge asof hul name in die dagvaarding genoem is; dog al die verrigtinge moet niettemin in die naam van die firma voortgaan.

(4) Enigeen wat besigheid onder 'n ander naam as sy eie dryf, kan onder so'n naam dagvaar of gedagvaar word asof dit 'n firmanaam was: en vir sover die aard van die saak dit toelaat, is al die bepalings van hierdie reël betreffende geregtelike optrede teen firmas van toepassing.

(5) Die bepalings van hierdie reël is *mutatis mutandis* ook van toepassing op 'n oningelyfde maatskappy, sindikaat of vereniging.

(6) Wanneer 'n aksie ingestel is deur of teen 'n firma of deur of teen 'n persoon wat onder 'n ander naam as sy eie besigheid dryf, of deur of teen 'n oningelyfde maatskappy, sindikaat of vereniging, in die naam van die firma of in so'n naam of in die naam van die maatskappy, sindikaat of vereniging, al na die geval, kan die hof op aansoek van die ander party in die aksie gedoen te eniger tyd voor- of nadat vonnis gevel is, by kennisgewing aan iemand wat beweer word 'n vennoot in so'n firma of die persoon wat aldus besigheid dryf of 'n lid van so'n maatskappy, sindikaat, of vereniging te wees, verklaar dat so'n persoon 'n vennoot, die persoon wat aldus besigheid dryf of 'n lid is, al na die geval, en wanneer so'n bevel gegee word, is die bepalings van subreël (3) van toepassing asof die naam van so'n persoon vermeld is in 'n opgawe wat volgens vorskrif van subreël (2) ingelewer is.

WYSIGING VAN DAGVAARDING.

12. (1) Behoudens die bepalings van hierdie reël kan 'n dagvaarding, voordat dit gedien word, na goeddunke deur die eiser gewysig word.

(2) 'n Verandering of wysiging van 'n dagvaarding voordat dit gedien word en hetsy voor- of nadat dit uitgereik is, moet, voordat die dagvaarding gedien word, deur die klerk van die hof in die oorspronklike dagvaarding geparafeer word en totdat dit aldus geparafeer is, is sulke veranderings en wysigings van nul en gener waarde.

(3) Nadat 'n dagvaarding gedien is, kan dit met die toestemming van die hof gewysig word, hetsy op aansoek na kennisgewing of by die verhoor, onderworpe aan sodanige bevel betreffende uitstel en koste as wat billik is; en die hof moet in aanmerking neem of toereikende voorafgaande kennisgewing van die voorneme om om so'n wysiging aansoek te doen op die ander betrokke party gedien is: met dien verstande dat wanneer nòg die voornaam nòg die voorletter van die verweerder aangegee word, of 'n verkeerd gespelde voornaam in die dagvaarding voorkom of nie alle voorname nie, dog die juiste voornaam of voorletter van die persoon op wie die dagvaarding gedien is in die relaas van die bode aangegee word, die klerk van die hof op versoek van die eiser en sonder kennisgewing aan so'n persoon, so'n

insert such name or initial in the summons as being the name or initial of the defendant and such amendment for all purposes shall be considered as if it had been made before service of the summons.

CLAIMS IN RECONVENTION.

13. (1) The provisions of these rules shall mutatis mutandis apply to claims in reconvention except that it shall not be necessary to enter an appearance to defend, and that all times which, in the case of a claim in convention, run from the date of appearance, shall, in the case of a claim in reconvention, run from the date of delivery of the claim.

(2) A claim in reconvention shall be made by the delivery, within the time limited by rule 22 for the delivery of a plea, of a statement in writing giving such particulars of the claim in reconvention as are required as to claims in convention.

(3) A defendant may set up by a claim in reconvention any right or claim of any amount which he may allege against the plaintiff, whether liquid or illiquid, whether liquidated or unliquidated, whether or not it arises out of or is connected with the subject-matter of the claim in convention; and such claim (if within the jurisdiction of the court) shall have the same effect as a cross-action, so as to enable the court to pronounce a final judgment in the same action both on the claim in convention and on the claim in reconvention.

(4) A defendant delivering a claim in reconvention may by notice delivered therewith or within two days thereafter apply to the court to pronounce that the claim in reconvention exceeds its jurisdiction and to stay the action under section *forty-seven* of the Act.

(5) Where the court finds that the claim in reconvention exceeds its jurisdiction, the defendant may forthwith or by notice delivered within two days after such finding apply for stay of the action.

(6) If no application for stay be made or having been made be dismissed, the court shall on the application of the plaintiff or otherwise of its own motion dismiss a claim in reconvention pronounced to exceed its jurisdiction, unless the defendant shall forthwith abandon under section *thirty-eight* of the Act sufficient of such claim to bring it within the jurisdiction.

(7) Where both the claim in convention and the claim in reconvention proceed to trial under rule 28, each action may be tried separately, but judgment shall be given on both *uno flatu*.

(8) A claim in reconvention may not be made by a defendant in reconvention.

(9) Where an action is withdrawn, stayed, discontinued or dismissed it shall nevertheless be competent to proceed separately with the claim in reconvention, if any.

APPEARANCE TO DEFEND.

14. (1) A defendant intending to defend shall, within three days after service of the summons, plus one additional day for each 10 miles distance of the place of service from the court-house, not exceeding 21 days in all, or within the period limited by the summons, whichever shall be the longer, enter an appearance to defend by delivery of a memorandum in writing that he intends to defend.

(2) In actions against the State, appearance to defend may be entered at any time within 21 days after service.

(3) Notwithstanding anything in sub-rules (1) and (2) an appearance to defend, even though entered after the expiry of the periods mentioned in the said rules, shall nevertheless be effective provided a request for default judgment has not yet been made.

(4) The memorandum shall be signed by the defendant, and shall state the full address for service (which address, except in places where there are fewer than three attorneys or firms of attorneys practising independently of one another, shall be not more than three miles distant from the court-house) and also the postal address of the person who has so signed.

(5) The clerk of the court shall, at the request of an illiterate defendant who does not employ an attorney, enter an appearance for him.

(6) The entry of an appearance shall be without prejudice to any exception which the defendant may have.

JUDGMENT BY CONSENT.

15. (1) A defendant may before entry of appearance consent to judgment by—

(i) signing the form of consent endorsed on the original summons; or

(ii) lodging with the clerk of the court a consent in a similar form duly signed by him and by two witnesses whose addresses are also given;

(iii) lodging with the clerk of the court the copy of the summons served upon him with the form of consent endorsed thereon duly signed by him.

(2) Where a defendant so consents before instructions for service have been given to the messenger, it shall not be necessary to serve the summons, and he shall not be chargeable with fees for service.

(3) A defendant so consenting at least 24 hours before the expiration of the time limited for appearance shall not be chargeable with judgment charges.

naam of voorletter in die dagvaarding as die naam of voorletter van die verweerder kan invoeg en so'n wysiging word vir alle doeleindes beskou asof dit aangebring was voordat die dagvaarding gedien is.

EISE IN REKONVENSIE.

13. (1) Die bepalings van hierdie reëls is *mutatis mutandis* van toepassing op eise in rekonvensie, behalwe dat verskyning tot verdediging nie aangeteken hoef te word nie en dat alle tydperke wat in die geval van 'n eis in konvensie vanaf die datum van verskyning loop, in die geval van 'n eis in rekonvensie vanaf die datum van inlewering van die eis loop.

(2) 'n Eis in rekonvensie word ingestel deur die inlewering, binne die tydperk wat deur reël 22 vir die inlewering van 'n verweerskrif gestel word, van 'n skriftelike verklaring waarin die besonderhede wat vereis word in verband met eise in konvensie, in verband met die eis in rekonvensie vermeld word.

(3) 'n Verweerder kan in 'n eis in rekonvensie enige reg of eis van watter bedrag ook, wat hy teen die eiser mag aanvoer, opwerp, onverskillig of dit likwide of illikwide, gelikwideer of ongelikwideer is en of dit ontstaan uit of in verband staan met die inhoud van die eis in konvensie; en so'n eis (as dit binne die regsbevoegdheid van die hof is) het dieselfde uitwerking as 'n kruisgeding in die sin dat dit die hof in staat stel om in dieselfde aksie 'n eindvonnis te vel, sowel wat betref die eis in konvensie as die eis in rekonvensie.

(4) 'n Verweerder wat 'n eis in rekonvensie inlewer, kan by kennisgewing wat saam daarmee of binne twee dae daarna ingelewer word, by die hof aansoek doen om te beslis dat die eis in rekonvensie sy regsbevoegdheid oorskry en om die aksie ingevolge artikel *sewe-en-veertig* van die Wet op te skort.

(5) Waar die hof bevind dat die eis in rekonvensie sy regsbevoegdheid oorskry, kan die verweerder onmiddellik of by kennisgewing wat binne twee dae na so'n bevinding ingelewer is, aansoek doen dat die aksie opgeskort word.

(6) Indien geen aansoek om opskorting gedoen word nie, of indien dit, as dit gedoen is, afgewys word, moet die hof op aansoek deur die eiser, of anders uit eie beweging, 'n eis in rekonvensie waaromtrent beslis is dat dit die regsbevoegdheid van die hof oorskry, afwys, tensy die verweerder onverwyld kragtens artikel *agt-en-dertig* van die Wet van 'n genoegsame deel van die eis afstand doen om dit binne die regsbevoegdheid van die hof te stel.

(7) Wanneer kragtens reël 28 tot behandeling van beide die eis in konvensie en die eis in rekonvensie oorgegaan word, kan elke aksie afsonderlik verhoor word, maar albei moet deur een en dieselfde vonnis beslis word.

(8) 'n Verweerder in rekonvensie kan nie 'n eis in rekonvensie instel nie.

(9) Word 'n aksie teruggetrek, opgeskort, gestaak of afgewys, kan desnietemin met die eis in rekonvensie, as daar een is, afsonderlik voortgegaan word.

VERSKYNING TOT VERDEDIGING.

14. (1) 'n Verweerder wat voornemens is om te verdedig, moet binne 3 volle dae nadat die dagvaarding gedien is, plus een verdere dag vir elke tien myl wat die plek van diening van die hofgebou verwyder is, dog altesame hoogstens 21 dae, of binne die termyn in die dagvaarding gestel, wat ook al die langste is, verskyning tot verdediging aanteken deur inlewering van 'n skriftelike memorandum waarin hy verklaar dat hy voornemens is om te verdedig.

(2) By aksies teen die Staat, kan verskyning tot verdediging te eniger tyd binne 21 dae na diening aangeteken word.

(3) Ondanks ander bepalings van subreëls (1) en (2), is 'n verskyning tot verdediging, selfs indien dit aangeteken is nadat die termyne genoem in vermelde reëls verstryk het, van krag mits 'n versoek om vonnis by verstek nog nie gedoen is nie.

(4) Die memorandum moet deur die verweerder onderteken word en moet die volledige adres waar die diening moet plaasvind, vermeld (wat, behalwe op plekke waar daar minder as drie prokureurs of prokureursfirmas onafhanklik van mekaar praktiseer hoogstens 3 myl van die hofgebou verwyder mag wees) asook die posadres van die ondertekenaar.

(5) Die klerk van die hof moet op versoek van 'n ongeletterde verweerder wat nie 'n prokureur het nie, vir hom verskyning aanteken.

(6) Die aantekening van verskyning doen geen afbreuk aan 'n eksepsie wat die verweerder mag hê nie.

VONNIS DEUR TOESTEMMING.

15. (1) Voordat 'n verweerder verskyning aanteken, kan hy toestemming tot vonnis verleen deur—

(i) die vorm van toestemming wat op die oorspronklike dagvaarding geëndorseer is, te onderteken; of

(ii) 'n soortgelyke vorm van toestemming, behoorlik deur hom en twee getuies (wie se adresse ook aangegee word) onderteken, by die klerk van die hof in te dien;

(iii) by die klerk van die hof die afskrif van die dagvaarding wat op hom gedien is, in te dien, met die vorm van toestemming wat daarop geëndosseer is, behoorlik deur hom onderteken.

(2) Stem 'n verweerder op hierdie wyse toe voordat aan die bode opdrag tot diening gegee is, is dit nie nodig om die dagvaarding te dien nie en word geen dieningsgelde teen die verweerder in rekening gebring nie.

(3) Teen 'n verweerder wat minstens 24 uur voor verloop van die termyn wat vir verskyning gestel is, op hierdie wyse toestemming verleen, word geen vonniskoste in rekening gebring nie.

(4) A defendant may after entry of appearance consent to judgment by delivering a consent signed by himself or by his attorney of record in form similar to that endorsed on the summons.

(5) If the defendant's consent is for less than the amount claimed in the summons, he may enter an appearance to defend or may continue his defence as to the balance of the claim; and, notwithstanding a judgment upon such consent, the action may proceed as to such balance, and it shall in that event be in all subsequent respects an action for such balance.

JUDGMENT BY DEFAULT.

16. (1) If a defendant has failed to enter appearance to defend within the time limited in rule 14 or before the lodgment of the request hereinafter mentioned and has not consented to judgment the plaintiff may lodge with the clerk of the court a written request to have judgment entered against such defendant for any sum not exceeding the sum claimed in the summons or for other relief so claimed, for the costs of the action, and for interest from the date of the summons to the date of judgment at the rate specified in the summons or, if no rate be specified, at the rate of four per centum per annum.

(2) If the defendant has entered appearance but has failed to deliver a plea within the time limited by rule 22 the plaintiff may deliver notice in writing calling upon the defendant to deliver a plea within forty-eight hours of the receipt of such notice, and on failure of the defendant so to do may lodge with the clerk of the court a written request to have judgment entered in the same manner as if the defendant had failed to enter appearance to defend.

(3) When the defendant has failed to enter appearance to defend or having entered appearance, has failed to deliver a plea within the period specified in a notice delivered to him in terms of sub-rule (2), and the plaintiff has in either case requested the entry of judgment, or when the defendant has consented to judgment, the clerk of the court shall, subject to the provisions of sub-rules (4), (5), (6), (7) and (8) enter judgment in terms of the plaintiff's request or of the defendant's consent, as the case may be.

(4) If it appears to the clerk of the court that the defendant intends to defend the action but that his entry of appearance is defective in respect that the memorandum thereof—

(i) has not been properly delivered or

(ii) has not been properly signed; or

(iii) does not set out the postal address of the person signing it or an address for service as prescribed in rule 14;

(iv) exhibits any two or more of such defects or any other defect of form;

he shall not enter judgment against the defendant unless the plaintiff has delivered written notice to the defendant that request for judgment in default of entry of appearance is being made and the defendant has not within forty-eight hours of the receipt by him of such notice delivered a memorandum of entry of appearance in due form. Such notice shall clearly set out in what respect the defendant's entry of appearance is alleged to be defective

(5) Judgment in default of appearance to defend shall not be entered in an action in which the summons has been served by registered post unless with the return of service by the messenger there has been filed the acknowledgment mentioned in sub-rule (15) of rule 8

(6) The clerk of the court shall refer to the court any request made for the entry of judgment on a claim for damages and the plaintiff shall furnish to the court evidence either oral or by affidavit of the nature and extent of the damages suffered by him. The court shall thereupon assess the amount if any recoverable by the plaintiff as damages and shall enter an appropriate judgment

(7) If the action be on a liquid document the plaintiff shall before entry of judgment whether by consent or default file of record the original of such document duly stamped, or an affidavit setting out reasons to the satisfaction of the court why such original cannot or should not be filed.

(8) The clerk of the court may refer to the court any consent to or request for judgment and the court may thereupon—

(i) if a default judgment be sought call upon the plaintiff to produce such evidence either written or oral in support of his claim as it may deem necessary;

(ii) if a judgment by consent be sought call upon the plaintiff to produce evidence to satisfy the court that the consent has been signed by the defendant and is a consent to the judgment sought;

(iii) enter judgment in terms of plaintiff's request or for so much of the claim as has been established to its satisfaction;

(iv) enter judgment in terms of defendant's consent;

(4) Nadat 'n verweerder verskyning aangeteken het, kan hy toestemming tot vonnis verleen deur 'n vorm van toestemming, soortgelyk aan dié wat op die dagvaarding geëndorseer is, en deur hom of sy prokureur volgens die stukke onderteken, in te lewer.

(5) Stem die verweerder toe tot 'n kleiner bedrag as wat in die dagvaarding geëis word, kan hy verskyning tot verdediging aanteken, of sy verdediging voortsit wat betref die saldo van die eis, en die aksie kan, ondanks 'n vonnis ingevolge sodanige toestemming, voortgesit word wat genoemde saldo betref en is in dié geval in alle verdere opsigte 'n aksie vir sodanige saldo.

VONNIS BY VERSTEK.

16. (1) Indien 'n verweerder in gebreke gebly het om verskyning tot verdediging aan te teken binne die termyn in reël 14 gestel of voordat ondergenoemde versoek ingedien is en hy nie tot vonnis toegestem het nie, kan die eiser by die klerk van die hof 'n skriftelike versoek indien dat vonnis teen sodanige verweerder aangeteken word vir 'n bedrag van hoogstens dié wat in die dagvaarding geëis word of vir ander verligting wat aldus geëis word, vir die koste van die aksie en vir rente vanaf die datum van die dagvaarding tot die datum van vonnis teen die koers in die dagvaarding vermeld, of, as geen koers vermeld word nie, teen die koers van 4 persent per jaar.

(2) Indien die verweerder verskyning aangeteken het, maar in gebreke gebly het om 'n verweerskrif binne die termyn gestel in reël 22 in te lewer, kan die eiser 'n skriftelike kennisgewing inlewer waarin hy die verweerder aansê om binne agt-en-veertig uur na ontvangs van die kennisgewing 'n verweerskrif in te lewer, en kan, as die verweerder in gebreke bly om dit te doen, by die klerk van die hof 'n skriftelike versoek indien dat vonnis op dieselfde wyse aangeteken word asof die verweerder versuim het om verskyning tot verdediging aan te teken.

(3) Wanneer die verweerder in gebreke gebly het om verskyning tot verdediging aan te teken, of, hoewel hy verskyning aangeteken het, versuim het om binne die termyn vermeld in die kennisgewing wat kragtens subreël (2) aan hom afgelewer is, 'n verweerskrif in te lewer, en die eiser in die een of ander geval aantekening van vonnis versoek het, of wanneer die verweerder tot vonnis toegestem het, moet die klerk van die hof, met inagneming van die bepalings van subreëls (4), (5), (6), (7) en (8) vonnis aanteken ooreenkomstig die eiser se versoek of die verweerder se toestemming, al na die geval.

(4) As dit die klerk van die hof voorkom dat die verweerder voornemens is om die aksie te verdedig, maar dat sy aantekening van verskyning gebrekkig is in dié opsig dat die memorandum daarvan—

(i) nie behoorlik ingelewer is nie; of

(ii) nie behoorlik onderteken is nie; of

(iii) nie die posadres van die persoon wat dit onderteken het of 'n adres vir diening volgens voorskrif van reël 14 aangee nie; of

(iv) blyk onderhewig te wees aan twee of meer van voornoemde gebreke of aan 'n ander formele gebrek;

teken hy nie vonnis teen die verweerder aan nie, tensy die eiser 'n skriftelike kennisgewing aan die verweerder afgelewer het dat 'n versoek om vonnis by gebreke van behoorlike aantekening van verskyning gedoen word, en die verweerder nie binne 48 uur nadat hy die kennisgewing ontvang het, 'n memorandum van aantekening van verskyning in behoorlike vorm ingelewer het nie. So'n kennisgewing moet in duidelike bewoording vermeld in watter opsig die verweerder se aantekening van verskyning beweer word gebrekkig te wees.

(5) Vonnis by gebreke van verskyning tot verdediging word nie in 'n aksie waarin die dagvaarding per geregistreerde pos gedien is, aangeteken nie, tensy die erkenning vermeld in subreël (15) van reël 8 tesame met die bode se relaas van diening ingedien is.

(6) 'n Versoek om aantekening van vonnis op 'n eis vir skadevergoeding moet deur die klerk van die hof na die hof verwys word, en die verweerder moet of mondelings of by beëdigde verklaring aan die hof bewys lewer van die aard en die omvang van die skade wat hy gely het. Die hof moet vervolgens die bedrag wat die eiser by wyse van skadevergoeding kan verhaal, vasstel en 'n gepaste vonnis aanteken.

(7) As die aksie op 'n likwide dokument steun, moet die eiser, voordat vonnis, hetsy deur toestemming of by verstek, aangeteken word, die oorspronklike dokument, behoorlik geseël, of 'n beëdigde verklaring, met aangifte daarin van redes tot bevrediging van die hof, waarom die oorspronklike dokument nie by die stukke in die saak kan of behoort opgeberg te word nie, ter opberging indien.

(8) Die klerk van die hof kan 'n toestemming tot, of versoek om vonnis na die hof verwys, en die hof kan vervolgens—

(i) indien vonnis by verstek verlang word, die eiser gelas om die bewyse, hetsy skriftelik of mondeling, wat die hof nodig mag ag, ter stawing van sy eis te verstrek;

(ii) indien 'n vonnis deur toestemming verlang word, die eiser gelas om bewys tot bevrediging van die hof te lewer dat die toestemming deur die verweerder geteken is, en 'n toestemming tot die verlangde vonnis is;

(iii) vonnis aanteken ooreenkomstig die eiser se versoek, of vir dié gedeelte van die eis wat tot bevrediging van die hof bewys is;

(iv) vonnis aanteken ooreenkomstig die verweerder se toestemming;

(v) refuse judgment; or

(vi) make such other order as may be just.

(9) When one or more of several defendants in an action consent to judgment or fail to enter appearance or to deliver a plea, judgment may be entered against the defendant or defendants who have consented to judgment or are in default and the plaintiff may proceed on such judgment without prejudice to his right to continue the action against another defendant or other defendants.

(10) Judgment shall be entered by recording in the civil record book the particulars of the judgment and the date thereof.

FURTHER PARTICULARS.

17. (1) A defendant may at any time after entering appearance to defend and before delivery of the plea apply to the plaintiff by notice for copies of all or any of the accounts or documents upon which the action is founded; and such copies shall be delivered by the plaintiff within four days after receipt of such notice.

(2) The plaintiff shall, on notice, forthwith allow the defendant to inspect the originals of such accounts or documents.

(3) If the plaintiff wrongfully refuses or fails to furnish such copies or to allow the defendant so to inspect, the action may, on application, be dismissed with costs.

18. (1) Any party may, by notice delivered not more than four days after entry of appearance in the case of a summons or after the delivery of any other pleading or after judgment on any exception to such pleading has been given require the party delivering such pleading to deliver such further information as is reasonably necessary to enable such party to plead.

(2) The party delivering such pleading shall, within four days after receipt of such notice, deliver such information.

PAYMENT INTO COURT.

19. (1) A defendant may at any time pay into court unconditionally the amount claimed in the summons and thereupon all further proceedings in the action shall be stayed save as hereinafter provided for the recovery of any costs not included in such payment.

(2) (*a*) A defendant may without prejudice pay an amount into court by way of offer in settlement of the plaintiff's claim.

(*b*) A plaintiff may within ten days after receipt of notice of such payment into court deliver a request for the payment out to him of the amount paid in and further proceedings shall thereupon be stayed save as hereinafter provided for the recovery of costs not included in the payment.

(3) A defendant paying money into court after entry of appearance in terms of sub-rule (1) or at any time in terms of sub-rule (2) shall at the same time deliver a notice setting out that an amount has been paid into court and stating whether it has been paid in unconditionally under sub-rule (1) or as an offer of settlement under sub-rule (2) and if in the case of payment in under sub-rule (2) the amount paid is offered in settlement of both claim and costs stating that fact.

(4) The clerk of the court shall pay out to the plaintiff any moneys paid into court under sub-rule (1) or (2) provided that moneys paid into court under sub-rule (2) shall only be paid out on delivery of the request mentioned in paragraph (*b*) of that rule.

(5) A plaintiff entitled to payment out under sub-rule (4) shall, save when a defendant making payment in under sub-rule (2) states in his notice of payment that the amount paid in is inclusive of costs, be entitled to recover from the defendant the costs incurred by him up to the time of payment into court, together with his costs of obtaining payment out, in the same manner as if an order for such costs had been made by the court.

(6) Where money has been paid into court under sub-rule (2) as an offer of settlement and the court finds on a trial of the action that plaintiff has failed to prove that there is any more due to him than the amount so paid in, the court shall first order payment out to the plaintiff of so much thereof as may be awarded to him (but subject to any order or judgment against him for the defendant's costs) and shall then give judgment for the defendant and shall order the plaintiff to pay the costs incurred by the defendant after payment into court and shall make such order as may be just in regard to costs previously incurred.

(7) A defendant pleading tender shall on the day of filing his plea pay into court the amount so tendered if such amount has not already been paid to the plaintiff.

(8) Save as provided in sub-rule (4) moneys paid into court under this rule shall be paid out only upon a judgment declaring who is entitled thereto or upon the written consent of the parties.

(9) Where the claim is for damages or compensation the amount of a tender or payment into court shall not be disclosed to the court or in the pleadings until after judgment on the claim has been given. An order for costs shall be

(v) vonnis weier; of

(vi) *so'n* ander bevel gee as wat billik mag wees.

(9) Wanneer een of meer van verskeie verweerders in 'n aksie toestem tot vonnis, of in gebreke bly of verskyning aan te teken of 'n verweerskrif in te lewer, kan vonnis teen die verweerder of verweerders wat tot vonnis toegestem of in gebreke gebly het, aangeteken word, en die eiser kan op so'n vonnis handel sonder om afbreuk te doen aan sy reg om die aksie voort te sit teen 'n ander verweerder of die ander verweerders.

(10) Vonnis word aangeteken deur die besonderhede van die vonnis met die datum waarop dit aangeteken is in die Register van Siviele Sake in te skryf.

NADERE BESONDERHEDE.

17. (1) 'n Verweerder kan te eniger tyd nadat hy verskyning tot verdediging aangeteken het en voordat die verweerskrif ingelewer is, by kennisgewing aansoek doen by die eiser om afskrifte van alle rekenings of dokumente of enigeen daarvan waarop die eis berus; en sulke afskrifte moet binne 4 dae na ontvangs van so'n kennisgewing deur die eiser ingelewer word.

(2) Die eiser moet, na kennisgewing, die verweerder onverwyld toelaat om die oorspronklike van genoemde rekenings of dokumente in te sien.

(3) As die eiser wederregtelik weier of versuim om die afskrifte aldus in te lewer of om die verweerder toe te laat om hulle aldus in te sien, kan die eis op aansoek met koste afgewys word.

18. (1) 'n Party kan, by kennisgewing ingelewer hoogstens vier dae na aantekening van verskyning in die geval van 'n dagvaarding, of na inlewering van 'n ander pleitskrif, of nadat vonnis op grond van eksepsie teen so'n pleitskrif gevel is, die party wat so'n pleitskrif inlewer aansê om sulke nadere inligting as wat redelikerwys nodig is om so'n party in staat te stel om te pleit, in te lewer.

(2) Die party wat so'n pleitskrif inlewer, moet binne vier dae na ontvangs van so'n kennisgewing sodanige inligting inlewer.

GEREGTELIKE INBETALING.

19. (1) 'n Verweerder kan te eniger tyd onvoorwaardelik die bedrag wat in die dagvaarding geëis word geregtelik inbetaal en dan word alle verdere stappe in die aksie gestuit, behalwe, vir sover hieronder bepaal, tot verhaal van koste wat nie by die betaling inbegrepe is nie.

(2) (*a*) 'n Verweerder kan met voorbehoud van regte 'n bedrag by wyse van 'n aanbod ter vereffening van die eiser se eis geregtelik inbetaal.

(*b*) Binne 10 dae nadat 'n eiser kennis van so'n geregtelike inbetaling ontvang het, kan hy 'n versoek dat die inbetaalde bedrag aan hom uitbetaal word, inlewer, en daarna word verdere stappe gestuit, behalwe, vir sover hieronder bepaal word, tot verhaal van koste wat nie by die betaling inbegrepe is nie.

(3) 'n Verweerder wat ooreenkomstig subreël (1) nadat hy verskyning aangeteken het, of ooreenkomstig subreël (2) te eniger tyd, 'n geregtelike inbetaling doen, moet terselfdertyd 'n kennisgewing inlewer waarin die bedrag van die geregtelike inbetaling aangegee word, met vermelding of die bedrag onvoorwaardelik ingevolge subreël (1) inbetaal is of by wyse van 'n aanbod ter vereffening ingevolge subreël (2) en waarin, as die bedrag ingeval van 'n inbetaling ingevolge subreël (2) ter vereffening van die eis asowel as die koste aangebied word, daardie feit vermeld word.

(4) Die klerk van die hof moet geld wat ingevolge subreël (1) of (2) geregtelik inbetaal is, aan die eiser uitbetaal, met dien verstande dat geld wat ingevolge subreël (2) geregtelik inbetaal is, alleen uitbetaal word nadat die versoek vermeld in paragraaf (b) van daardie reël ingelewer is.

(5) 'n Eiser wat ingevolge subreël (4) op uitbetaling geregtig is, is, behalwe wanneer 'n verweerder wat ingevolge subreël (2) geregtelik inbetaal in sy kennisgewing van inbetaling vermeld dat die inbetaalde bedrag koste insluit, geregtig om die koste wat hy tot op die tydstip van geregtelike inbetaling aangegaan het, tesame met die koste om uitbetaling te verkry, op die verweerder op dieselfde wyse te verhaal asof die hof 'n bevel vir sodanige koste gegee het.

(6) Wanneer geld ingevolge subreël (2) geregtelik by wyse van 'n aanbod ter vereffening inbetaal is, en die hof by verhoor van die aksie bevind dat nie meer as die aldus inbetaalde bedrag aan die eiser verskuldig is nie, beveel die hof eers uitbetaling aan die eiser van soveel daarvan as wat aan hom toegeken mag word (maar onderworpe aan enige bevel of vonnis teen hom vir betaling van die verweerder se koste), en vel dan vonnis ten gunste van die verweerder en beveel die eiser om die koste wat die verweerder na geregtelike inbetaling aangegaan het, te betaal en gee sodanige bevel as wat billik mag wees in verband met koste wat voor die inbetaling gemaak is.

(7) 'n Verweerder wat aanbod van betaling pleit, moet op die datum waarop hy sy verweerskrif indien die bedrag wat aldus aangebied is, geregtelik inbetaal as daardie bedrag nie reeds aan die eiser betaal is nie.

(8) Geld wat geregtelik kragtens subreël (4) inbetaal is, word behoudens die bepalings van daardie reël alleen uitbetaal ingevolge 'n vonnis waarby die regshebbende aangewys word of ingevolge die skriftelike toestemming van die partye.

(9) Waar die eis vir skadevergoeding of vir vergoeding is, word die bedrag van 'n aanbod of geregtelike inbetaling nie aan die hof of in die pleitskrifte geopenbaar nie totdat vonnis op die eis gevel is. 'n Bevel vir koste word slegs

made only after disclosure of the amount tendered or paid into court and the court in awarding costs shall procced as provided in sub-rule (6).

EXCEPTIONS AND MOTIONS TO STRIKE OUT.

20. (1) (*a*) A defendant shall within seven days after entry of appearance deliver particulars of any exception to the summons provided that where the delivery of documents or information has been requested in terms of rule 17 or 18 particulars of the exception may be delivered within seven days after delivery of such documents or information.

(*b*) A defendant failing to deliver such particulars within such period may not thereafter raise any exception without leave of the court granted on application after notice to the plaintiff.

(2) The only exceptions that may be taken by a defendant are—

(i) that the summons does not disclose a cause of action;
(ii) that the summons is vague and embarrassing;
(iii) that the summons does not comply with the requirements of rule 9 or 10;
(iv) that the summons has not been properly served;
(v) that the copy of the summons served upon defendant differs materially from the original.

(3) Any other defence shall be raised by means of plea in accordance with the provisions of rule 22.

(4) Where more than one claim is made in a summons, exception may be taken to any one or more of such claims.

(5) (*a*) The court shall not uphold any exception unless it is satisfied that the defendant would be prejudiced in the conduct of his defence if the summons were allowed to stand.

(*b*) A defendant raising an exception that the summons does not comply with the requirements of rule 10 or 12 shall set out particulars of the alleged non-compliance.

(*c*) The court shall not uphold an exception that the summons is vague and embarrassing unless the defendant has prior to taking the exception by delivery of a notice given the plaintiff an opportunity of removing the cause of the complaint.

(6) (*a*) A defendant may move to strike out any of two or more claims in a summons which, not being in the alternative are mutually inconsistent or are based on inconsistent averments of fact, or to strike out any argumentative irrelevant superfluous or contradictory matter contained in the summons.

(*b*) The provisions of sub-rule (1) shall apply mutatis mutandis to the delivery of particulars of such a motion.

(7) An exception or motion to strike out shall, if particulars thereof have been delivered before the hearing of an application by the plaintiff for summary judgment, be heard and determined at the hearing of such application. If no such application be made either party may on three days' notice set down such exception, or motion for hearing before the trial.

SUMMARY JUDGMENT.

21. (1) Where a defendant has entered an appearance to defend, the plaintiff in convention may apply to the court for summary judgment if the claim is only—

(i) on a liquid document;
(ii) for a liquidated amount in money;
(iii) for the delivery of specified movable property;
(iv) for ejectment; or
(v) for any two or more such matters

in addition to costs.

(2) Such an application shall be made on not less than three days' notice delivered not more than four days after the date of the defendant's appearance to defend; and the plaintiff shall deliver with such notice—

(i) if the claim is illiquid, a copy of an affidavit, made by himself or by any other person who can swear positively to the facts, verifying the cause of action and the amount claimed, if any, and stating that in his belief there is not a bona fide defence to the action and that appearance has been entered solely for the purpose of delay;

(ii) if the claim is liquid, a copy of the document on which the claim is founded.

(3) Upon the hearing of an application for summary judgment the defendant may—

(i) pay into court to abide the result of the action the sum sued for, together with such sum for costs as the court may determine;

(ii) give security to satisfy any judgment which may be given against him in the action; or

(iii) satisfy the court by affidavit delivered not later than noon of the preceding day (which affidavit may by leave of the court be supplemented by oral evidence) that he has a bona fide defence to the action or a bona fide counterclaim against the plaintiff. Such affidavit and evidence shall disclose fully the nature and grounds of the defence or claim in reconvention.

(4) No evidence may be adduced by the plaintiff otherwise than by the affidavit of which a copy was delivered with the notice or by production without evidence of the liquid document sued upon; nor may any person who gives oral evidence be cross-examined by the plaintiff but such person

gegee nadat die bedrag wat aangebied of geregtelik inbetaal is geopenbaar is, en by die toekenning van koste gaan die hof te werk volgens voorskrif van subreël (6).

EKSEPSIES EN MOSIES VIR DEURHALING.

20. (1) (*a*) 'n Verweerder moet binne 7 dae na aantekening van verskyning besonderhede van enige eksepsie teen die dagvaarding inlewer: met dien verstande dat, wanneer inlewering van dokumente of inligting ooreenkomstig reël 17 of 18 versoek is, besonderhede van die eksepsie binne 7 dae na inlewering van sulke dokumente of inligting, ingelewer kan word.

(*b*) 'n Verweerder wat versuim om voornoemde besonderhede binne so'n tydperk in te lewer, kan nie daarna sonder verlof van die hof verleen op aansoek na kennisgewing aan die eiser, 'n eksepsie opwerp nie.

(2) Die verweerder kan alleen die volgende eksepsies opwerp—

(i) dat die dagvaarding geen grond van aksie toon nie;
(ii) dat die dagvaarding vaag en verwarrend is;
(iii) dat die dagvaarding nie voldoen aan die voorskrifte van reël 9 of 10 nie;
(iv) dat die dagvaarding nie behoorlik gedien is nie;
(v) dat die afskrif van die dagvaarding wat op die verweerder gedien is wesenlik van die oorspronklike verskil.

(3) Enige ander verweer moet opgewerp word by wyse van 'n verweerskrif volgens die bepalings van reël 22.

(4) Wanneer meer as een eis in 'n dagvaarding ingestel word, kan eksepsie teen een of meer van daardie eise opgewerp word.

(5) (*a*) Die hof handhaaf nie 'n eksepsie nie tensy hy oortuig is dat die verweerder in sy verdediging benadeel sal word indien toegelaat word dat die dagvaarding bly staan.

(*b*) 'n Verweerder wat 'n eksepsie opwerp dat die dagvaarding nie aan die voorskrifte van reël 10 of 12 voldoen nie, moet besonderhede van die beweerde nie-voldoening uiteensit.

(*c*) Die hof handhaaf nie 'n eksepsie dat die dagvaarding vaag en verwarrend is nie tensy die verweerder, voordat hy eksepsie opgewerp het, deur inlewering van 'n kennisgewing die eiser 'n geleentheid gegee het om die oorsaak van die klagte te verwyder.

(6) (*a*) 'n Verweerder kan by wyse van mosie versoek dat enigeen van twee of meer eise in 'n dagvaarding wat nie in die alternatief gestel is nie en onderling teenstrydig is of gegrond is op teenstrydige bewerings aangaande feite, deurgehaal word, of dat enige redenering of teenstrydigheid of enigiets wat nie ter sake is nie, of wat oorbodig is, in die dagvaarding deurgehaal word.

(*b*) Die bepalings van subreël (1) is *mutatis mutandis* van toepassing op die inlewering van besonderhede aangaande so'n mosie.

(7) 'n Eksepsie of mosie vir deurhaling word, as besonderhede daarvan voor die verhoor van 'n aansoek deur die eiser om summiere vonnis ingelewer is, verhoor en beslis by die verhoor van daardie aansoek. As so'n aansoek nie gedoen word nie, kan enigeen van die partye die eksepsie of mosie met 3 dae kennisgewing vir verhoor op die rol plaas.

SUMMIERE VONNIS.

21. (1) Wanneer 'n verweerder verskyning tot verdediging aangeteken het, kan die eiser in konvensie by die hof aansoek doen om summiere vonnis as die eis, benewens koste, ingestel is alleen—

(i) op 'n likwide dokument;
(ii) vir 'n gelikwideerde geldsom;
(iii) vir lewering van omskrewe roerende goedere;
(iv) vir ontruiming; of
(v) vir enige twee of meer van voornoemde aangeleenthede.

(2) So'n aansoek moet gedoen word met minstens drie dae kennisgewing wat hoogstens 4 dae na die datum van die verweerder se verskyning tot verdediging ingelewer moet word. Tesame met die kennisgewing moet die eiser inlewer—

(i) as die eis 'n illikwide is, 'n afskrif van 'n beëdigde verklaring deur homself afgelê of deur iemand anders, wat die feite met sekerheid kan besweer, waarin die skuldoorsaak en die bedrag wat geëis word, as daar een is, bevestig word en verklaar word dat by oortuig is dat daar nie 'n *bona fide* verweer teen die aksie bestaan nie en dat verskyning aangeteken is alleen om die saak te vertraag;

(ii) as die eis 'n likwide is, 'n afskrif van die dokument waarop die eis berus.

(3) By die verhoor van 'n aansoek om summiere vonnis kan die verweerder—

(i) in afwagting van die uitslag van die aksie die bedrag waarvoor gedagvaar is, tesame met die bedrag aan koste wat die hof mag vasstel, geregtelik inbetaal;

(ii) sekerheid stel dat hy aan 'n vonnis wat teen hom in die aksie gevel mag word, sal voldoen; of

(iii) die hof by beëdigde verklaring ingelewer nie later as die voorafgaande dag om twaalfuur nie, oortuig daarvan dat hy 'n *bona fide* verweer teen die aksie het of 'n *bona fide* teeneis teen die eiser. Voornoemde beëdigde verklaring kan met verlof van die hof deur mondelinge getuienis aangevul word. Die beëdigde verklaring en getuienis moet die aard en gronde van die verweer of eis in rekonvensie ten volle bloot lê.

(4) Die eiser kan geen ander bewys aanvoer as deur middel van die beëdigde verklaring waarvan 'n afskrif tesame met die kennisgewing ingelewer is of deur middel van die oorlegging sonder bewys van die likwide dokument waarop aangespreek word; ook kan iemand wat mondelinge getuienis

may after examination by the defendant be examined by the court.

(5) Subject to rule 19, if the defendant does not so pay into court or find security or satisfy the court, the court may enter summary judgment for the plaintiff.

(6) If the defendant so pays into court or finds security or so satisfies the court, the court shall give leave to defend, and the action shall proceed as if no application under this rule has been made.

(7) Where leave to defend is given under sub-rule (6) the evidence given on the hearing of the application for summary judgment shall not, at any subsequent hearing, be admissible (except by consent) in favour of the party on whose behalf it was given, except in so far as the respective deponents and witnesses are produced at such subsequent hearing for cross-examination.

(8) If, on the hearing of an application made under this rule, it appears either that one defendant is entitled to leave to defend and another is not so entitled, or that the defendant is entitled to leave to defend as to part only of the claim, the court may—

(i) give leave to defend to a defendant so entitled and enter judgment against a defendant not so entitled; or

(ii) give leave to defend to the defendant as to such part of the claim and enter judgment against the defendant as to the balance of the claim; or

(iii) make both such orders.

PLEA.

22. (1) The defendant shall within seven days—

(i) after entry of appearance; or

(ii) after delivery of documents or particulars in terms of rule 17 or 18; or

(iii) if application for summary judgment be made, then within seven days after the dismissal of such application; or

(iv) after the making of an order giving leave to defend; or

(v) if exception or motion to strike out be set down for hearing in terms of sub-rule 20 (7), then within seven days after the dismissal of such exception or motion; or

(vi) after any amendment of the summons allowed by the court at the hearing of such exception or motion,

deliver a statement in writing to be called a plea;

Provided that if an appeal be noted against a decision on exception, or such proceedings be brought in review, the plea shall be delivered within such time as may be directed by the court of appeal or, on application, by the court.

(2) If the defendant be the State and the summons has been served elsewhere than at the permanent head office of the defendant department, seven days shall be added in each case to the number of days prescribed in sub-rule (1).

(3) The plea shall be dated and be signed by the defendant or his attorney.

(4) The defendant in his plea shall either admit or deny or confess and avoid all the material facts alleged in the particulars to the summons and shall clearly and concisely state the nature of his defence and all the material facts on which it is based.

(5)-(*a*) For the purposes of this rule defendant includes a person upon whom a summons has been served, who alleges that he is not the defendant cited in the summons and enters appearance to defend on that ground. The court may on the hearing of any such defence order costs to be paid to or by such person as if he were a party to the action.

(*b*) If such defence be sustained the court instead of dismissing the summons may, if moved thereto by the plaintiff, allow any necessary amendment and order that it be served upon the real defendant.

(6) A bare denial of liability; or a defence of general issue shall not be admissible; but the defendant may, either as a sole defence or in combination with any other defence not inconsistent therewith, deny specifically any of the allegations in the summons.

(7) Subject to the provisions of rule 19—

(i) where a tender is pleaded as to part of the amount claimed, the plea shall specify the items of the plaintiff's claim to which the tender relates.

(ii) A plea of tender shall not be admissible unless the amount of the alleged tender is paid into court on the delivery of the plea, if not already paid to the plaintiff. Such amount shall only be paid out to the plaintiff on the order of the court.

(iii) A tender after action brought shall (unless such undertaking is expressly disavowed at the time of such tender) imply an undertaking to pay the plaintiff's costs up to the date of the tender, and shall be valid without a tender or payment into court of the amount at which such costs may be taxed.

(8) Where payment into court is alleged in the plea, the particulars shall show whether the payment in has been made under sub-rule (1) or (2) of rule 19 or by way of tender under sub-rule (7) of this rule. If the nature of the payment aflê nie deur die eiser onder kruisverhoor geneem word nie, dog so iemand kan, nadat hy deur die verweerder ondervra is, deur die hof ondervra word.

(5) Indien die verweerder nie aldus óf geregtelik inbetaal, sekerheid stel of die hof oortuig nie, kan die hof, met inagneming van die bepalings van reël 19, summiere vonnis ten gunste van die eiser aanteken.

(6) Indien die verweerder aldus geregtelik inbetaal of sekerheid stel of die hof oortuig, verleen die hof verlof tot verdediging en gaan die aksie voort asof geen aansoek kragtens hierdie reël gedoen is nie.

(7) Wanneer verlof tot verdediging kragtens subreël (6) verleen word, is die getuienis wat by die verhoor van die aansoek om summiere vonnis afgelê is, nie by 'n latere verhoor toelaatbaar nie (behalwe met toestemming) ten gunste van die party ten behoewe van wie dit afgelê is, behalwe vir sover die onderskeie deponente en getuies by so'n latere verhoor vir kruisverhoor voorgebring word.

(8) Indien dit by die verhoor van 'n aansoek wat kragtens hierdie reël gedoen is, blyk dat een verweerder geregtig is op verlof tot verdediging en 'n ander verweerder nie aldus geregtig is nie, of dat die verweerder geregtig is op verlof tot verdediging alleen wat betref 'n gedeelte van die eis, kan die hof—

(i) aan die verweerder wat aldus daarop geregtig is, verlof tot verdediging verleen en vonnis aanteken teen 'n verweerder wat nie aldus geregtig is nie; of

(ii) aan die verweerder verlof tot verdediging verleen wat betref sodanige gedeelte van die eis, en vonnis aanteken teen die verweerder wat betref die saldo van die eis; of

(iii) albei sulke bevele gee.

VERWEERSKRIF.

22. (1) Die verweerder moet binne 7 dae—

(i) na aantekening van verskyning; of

(ii) na inlewering van dokumente of besonderhede ooreenkomstig reël 17 of 18; of

(iii) indien aansoek om summiere vonnis gedoen word, dan binne sewe dae nadat so'n aansoek afgewys is; of

(iv) nadat 'n bevel waarby verlof tot verdediging verleen word, gegee is; of

(v) indien eksepsie of mosie vir deurhaling ooreenkomstig subreël 20 (7) op die rol vir verhoor geplaas word, dan binne sewe dae nadat so'n eksepsie of mosie afgewys is; of

(vi) na enige wysiging van die dagvaarding wat die hof by die verhoor van so'n eksepsie of mosie toestaan,

'n skriftelike verklaring, bekend as 'n verweerskrif, inlewer; met dien verstande dat indien appèl teen 'n beslissing op eksepsie aangeteken word of die saak aan hersiening onderwerp word, die verweerskrif ingelewer moet word binne die tyd deur die hof van appèl of, op aansoek, deur die hof gelas.

(2) Indien die verweerder die Staat is en die dagvaarding op 'n ander plek as die permanente hoofkantoor van die verwerende departement gedien is, word in elke geval sewe dae toegevoeg aan die aantal dae wat in subreël (1) voorgeskryf is.

(3) Die verweerskrif moet deur die verweerder of sy prokureur gedateer en onderteken wees.

(4) Die verweerder moet in sy verweerskrif al die tersaaklike feite wat in die besonderhede van die dagvaarding aangevoer word, óf erken of ontken óf erken en vermy en moet kort en duidelik die aard van sy verweer en al die tersaaklike feite waarop dit berus uitensit.

(5) (*a*) Vir doeleindes van hierdie reël sluit verweerder iemand in op wie 'n dagvaarding gedien is wat beweer dat hy nie die verweerder is wat in die dagvaarding genoem word nie en op daardie grond verskyning tot verdediging aanteken. By die verhoor van so'n verweer kan die hof beveel dat koste aan of deur so'n persoon betaal word asof hy 'n party by die aksie was.

(*b*) Indien so'n verweer gehandhaaf word, kan die hof in plaas van die dagvaarding af te wys, op versoek by wyse van mosie, deur die eiser enige nodige wysiging toestaan en bevel dat dit op die werklike verweerder gedien word.

(6) 'n Blote ontkenning van aanspreeklikheid of 'n verweer van algemene ontkenning is nie toelaatbaar nie; maar 'n verweerder kan, hetsy as enigste verweer of tesame met 'n ander verweer wat nie daarmee teenstrydig is nie, enigeen van die bewerings in die dagvaarding in die besonder ontken.

(7) Behoudens die bepalings van reël 19—

(i) moet, wanneer, wat betref 'n gedeelte van die geëiste bedrag, 'n aanbod gepleit word, die verweerskrif die verskillende items van die eiser se eis waarop die aanbod betrekking het, vermeld;

(ii) is 'n verweerskrif nie toelaatbaar nie tensy die bedrag van die beweerde aanbod, as dit nie alreeds aan die eiser betaal is nie, by inlewering van die verweerskrif geregtelik inbetaal word. Sodanige bedrag word alleen op bevel van die hof aan die eiser uitbetaal.

(iii) sluit 'n aanbod wat gedoen word nadat aksie ingestel is 'n onderneming in om die eiser se koste te betaal tot op die datum van die aanbod (tensy so'n onderneming ten tyde van die aanbod uitdruklik ontken word) en is dit geldig sonder 'n aanbod of geregtelike inbetaling van die bedrag waarop sulke koste getakseer mag word.

(8) Wanneer geregtelike inbetaling in die verweerskrif beweer word, moet die besonderhede aantoon of die inbetaling geskied het kragtens subreël (1) of (2) van reël 19 of by wyse van aanbod kragtens subreël (7) van hierdie reel.

in be not specified it shall be deemed to be by way of tender after action brought.

(9) Every allegation of fact by the plaintiff which is inconsistent with the plea shall be presumed to be denied and every other allegation shall be taken to be admitted.

(10) If during the trial of an action it appears that there is prima facie evidence of a defence on some other ground than that pleaded, the court may, on application at the trial, allow such new defence to be then pleaded viva voce on such terms as to adjournment and costs as shall be just.

(11) Any defence (including an exception) which can be adjudicated upon without the necessity of going into the main case may be set down by either party for a separate hearing upon four days' notice at any time after such defence has been raised.

(12) A plaintiff may within seven days of delivery of the plea or further particulars and with or before delivering a reply deliver particulars of an exception to the plea.

(13) A plaintiff may except to the plea on the ground either—

(i) that it does not disclose a defence to the plaintiff's claim; or

(ii) that it is vague and embarrassing; or

(iii) that it does not comply with the requirements of this rule.

(14) (*a*) The court shall not uphold any exception unless it is satisfied that the plaintiff would be prejudiced in the conduct of his case if the plea were allowed to stand.

(*b*) A plaintiff raising an exception that the plea does not comply with the requirements of this rule shall set out particulars of the alleged non-compliance.

(*c*) The court shall not uphold an exception that the plea is vague and embarrassing unless the plaintiff has, prior to taking exception, by delivery of a notice given the defendant an opportunity of removing the cause of the complaint.

(15) Information delivered by the defendant in terms of rule 18 shall be deemed to be included in the plea.

(16) (*a*) A plaintiff may move to strike out any of two or more defences which, not being pleaded in the alternative, are mutually contradictory, or any argumentative, irrelevant, superfluous or contradictory matter which may be stated in a plea.

(*b*) The provisions of sub-rule (11) shall apply mutatis mutandis to the delivery of particulars of a motion to strike out.

(17) An exception to or motion to strike out matter from a plea may be set down for hearing by either party on four days' notice.

(18) If such an exception or motion be sustained and no application for amendment be made, or being made be refused, the court may if the plea then discloses no defence give judgment for the plaintiff.

Reply.

23. (1) Where the defence is other than a bare denial of one or more of the allegations of the summons, the plaintiff may, within four days after the delivery of the plea or after the delivery in terms of rule 18 of further information in respect of the plea deliver a statement in writing to be called a reply.

(2) The rules applicable to the plea shall, mutatis mutandis, apply to the reply.

(3) Where the plaintiff does not within the time limit deliver a reply, he shall be taken to have denied all the allegations of fact contained in the plea.

(4) Upon the delivery of a reply or, where no reply is delivered, upon the expiration of the period limited for reply, the pleadings shall be deemed to be closed.

Discovery of documents.

24. (1) After the close of pleadings either party may deliver a notice to the other party calling on him to deliver a schedule specifying the books and documents in his possession or under his control relating to the action which he intends to use in the action or which tend to prove or disprove either party's case. Such schedule verified by affidavit shall be delivered by the party thereto required within three days of the delivery of the aforesaid notice. If privilege be claimed for any of the documents scheduled, such documents shall be separately listed on the schedule and the ground on which privilege is claimed in respect of each shall be set out.

(2) A book or document not so disclosed may not be used for any purpose on the trial of the action by the party in whose possession or under whose control it is without the leave of the court on such terms as to adjournment and costs as may be just, but the other party may call for and use such book or document in the cross-examination of a witness.

(3) Each party shall, on notice, forthwith allow the other party to inspect and take copies of all books and documents disclosed in terms of sub-rule (1) or specified in a notice delivered in terms of sub-rule (4) and shall, on prepayment therefor, forthwith furnish the other party with such copies thereof or extracts therefrom as may be requested.

Indien die aard van die inbetaling nie vermeld word nie, word dit geag inbetaling te wees by wyse van aanbod nadat aksie ingestel is.

(9) Elke feitlike bewering van die eiser wat strydig is met die verweerskrif word geag ontken te word en elke ander bewering word geag erken te word.

(10) Indien dit gedurende die verhoor van 'n aksie blyk dat daar *prima facie* bewys van 'n verweer op 'n ander grond as dié wat gepleit is bestaan, kan die hof op aansoek by die verhoor toestaan dat daardie nuwe verweer dan *viva voce* gepleit word onderworpe aan sulke voorwaardes wat betref verdaging en koste as wat billik mag wees.

(11) Enige verweer (met inbegrip van 'n eksepsie) waaroor beslis kan word sonder dat dit noodsaaklik is om op die hoofsaak in te gaan, kan deur enigeen van die partye met vier dae kennisgewing te eniger tyd nadat sodanige verweer opgewerp is vir afsonderlike verhoor op die rol geplaas word.

(12) 'n Eiser kan binne sewe dae na inlewering van die verweerskrif of nader besonderhede en by of voor inlewering van 'n repliek besonderhede van 'n eksepsie teen die verweerskrif inlewer.

(13) 'n Eiser kan 'n eksepsie teen die verweerskrif opwerp op grond daarvan dat dit óf—

(i) nie 'n verweer teen die eiser se eis aantoon nie; óf

(ii) vaag en verwarrend is; óf

(iii) nie aan die voorskrifte van hierdie reël voldoen nie.

(14) (*a*) Die hof handhaaf nie 'n eksepsie nie tensy hy oortuig is dat die eiser in die voer van sy saak benadeel sal word indien toegelaat word dat die verweerskrif bly staan.

(*b*) 'n Eiser wat 'n eksepsie opwerp dat die verweerskrif nie aan die vereistes van hierdie reël voldoen nie, moet besonderhede aangaande die beweerde nie-voldoening aangee.

(*c*) Die hof handhaaf nie 'n eksepsie dat die verweerskrif vaag en verwarrend is nie tensy die eiser, voordat hy eksepsie opgewerp het, deur inlewering van 'n kennisgewing die verweerder 'n geleentheid gegee het om die oorsaak van die klagte te verwyder.

(15) Inligting wat kragtens reël 18 deur die verweerder ingelewer word, word geag in die verweerskrif vervat te wees.

(16) (*a*) 'n Eiser kan by wyse van mosie versoek dat enigeen van twee of meer verwere wat nie in die alternatief gepleit word nie en onderling teenstrydig is of enige redenering of teenstrydigheid of enigiets wat nie ter sake is nie of wat oorbodig is, in die verweerskrif deurgehaal word.

(*b*) Die bepalings van subreël (11) is *mutatis mutandis* van toepassing op die inlewering van besonderhede aangaande 'n mosie vir deurhaling.

(17) 'n Eksepsie teen of 'n mosie vir deurhaling van iets in 'n verweerskrif kan deur die een of ander party met vier dae kennisgewing vir verhoor op die rol geplaas word.

(18) As so'n eksepsie of mosie gehandhaaf word en geen aansoek, om 'n wysiging gedoen word nie of, indien dit wel gedoen word, geweier word, kan die hof, as die verweerskrif dan geen verweer aantoon nie, vonnis ten gunste van die eiser gee.

Repliek.

23 (1) Wanneer 'n verweer nie slegs 'n blote ontkenning van een of meer van die bewerings in die dagvaarding is nie, kan die eiser binne 4 dae na inlewering van die verweerskrif of na inlewering ooreenkomstig reël 18 van verdere inligting met betrekking tot die verweerskrif, 'n skriftelike verklaring, 'n repliek genoem, inlewer.

(2) Die reëls wat op die verweerskrif betrekking het is *mutatis mutandis* ook van toepassing op die repliek.

(3) Wanneer die eiser nie binne die gestelde termyn 'n repliek inlewer nie, word veronderstel dat hy al die feitlike bewerings in die verweerskrif ontken het.

(4) By inlewering van 'n repliek of, as geen repliek ingelewer word nie, by verloop van die termyn wat vir repliek gestel is; word die pleitskrifte geag gesloto te wees.

Oopplegging van dokumente.

24. (1) Nadat die pleitskrifte gesluit is, kan enigeen van die twee partye 'n kennisgewing aan die ander party inlewer waarby hy aangesê word om 'n lys in te lewer waarin die boeke en dokumente in sy besit of onder sy beheer wat betrekking het op die aksie en wat hy van plan is om in die aksie te gebruik of wat daartoe kan bydra om die saak van een van die twee partye te bewys of te weerlê, aangegee word. So 'n lys, deur beëdigde verklaring bevestig, moet binne drie dae na inlewering van voornoemde kennisgewing deur die party wat daartoe aangesê is, ingelewer word. Indien aanspraak gemaak word op privilegie ten opsigte van enigeen van die dokumente wat in die lys vermeld is, moet so'n dokument afsonderlik op die lys aangegee word en moet die grond waarop op privilege aanspraak gemaak word ten opsigte van elke sodanige dokument uiteengesit word.

(2) 'n Boek of dokument wat nie op hierdie wyse oopgelê is nie, kan nie deur die party in wie se besit of onder wie se beheer dit is sonder verlof van die hof, verleen op sulke voorwaardes betreffende verdaging en koste as wat billik mag wees, vir enige doel by die verhoor van die aksie gebruik word nie, maar die ander party kan so'n boek of dokument opeis en dit by die kruisverhoor van 'n getuie gebruik.

(3) Elke party moet na kennisgewing die ander party onverwyld toelaat om alle boeke en dokumente wat ooreenkomstig subreël (1) oopgelê is of wat in 'n kennisgewing ingelewer ooreenkomstig subreël (4) vermeld word, in te sien en afskrifte daarvan te maak en moet teen vooruitbetaling daarvoor onverwyld die ander party voorsien van sodanige afskrifte daarvan en uittreksels daaruit as wat versoek mag word.

(4) Either party may, by notice to produce, require the other to produce, on the trial of the action, the books and documents so disclosed and also any other books and documents specified in detail; and such a notice shall have the effect of a subpoena under rule 26 as regards all such books or documents as are in the possession or under the control of the party to whom notice is so given.

PRE-TRIAL PROCEDURE.

25. (1) The request in writing referred to in sub-section (1) of section *fifty-four* of the Act shall be made in duplicate to the clerk of the court requesting the court to call a pre-trial conference. Such request shall indicate generally the matters which it is desired should be considered at such conference. The clerk shall forthwith place such request before a judicial officer, who shall if he decides to call a conference direct the clerk of the court to issue the necessary process.

(2) The process for requiring the attendance of parties or their representatives at a pre-trial conference shall be by letter signed by the clerk of the court together with a copy of the request, if any, referred to in sub-rule (1). Such letter shall be delivered by hand or posted by registered post at least 48 hours prior to the date fixed for the said conference.

SUBPOENAS.

26. (1) The process of the court for compelling the attendance of any person to give evidence or to produce any books, papers or documents shall be by subpoena issued by the clerk of the court and sued out by the party desiring the attendance of such person. In the case of evidence taken on commission, such process shall be sued out by the party desiring the attendance of the witness, and issued by the commission.

(2) There shall be delivered to the messenger (if the party suing out the subpoena desires it to be served through the messenger) together with the said subpoena so many copies thereof as there are witnesses to be summoned, and also such sum or sums of money as the party for whom they are to be summoned intends that the messenger shall pay or offer to the said witnesses respectively for their conduct money.

(3) The court may set aside service of any subpoena if it shall appear that the witness served was not given reasonable time to enable him to appear in pursuance of the subpoena.

SETDOWN OF TRIAL.

27. (1) The trial of an action shall be subject to the delivery by the plaintiff after the pleadings have been closed of notice of trial for a day or days approved by the clerk of the court; provided that, if the plaintiff does not within 14 days after the pleadings have been closed deliver notice of trial, the defendant may do so.

(2) The delivery of such notice shall ipso facto operate to set down for trial at the same time any claim in reconvention made by the defendant.

(3) Service of such notice shall be effected at least seven days before the day so approved.

TRIAL.

28. (1) The trial of an action shall take place at the court house from which the summons was issued, unless the court shall otherwise order.

(2) A witness who is not a party to the action may be ordered by the court—

(i) to leave the court until his evidence is required or after his evidence has been given; or

(ii) to remain in court after his evidence has been given until the trial is terminated or adjourned.

(3) The court may, before proceeding to hear evidence, require the parties to state shortly the issues of fact or questions of law which are in dispute and may record the issues as so stated.

(4) Where upon the pleadings it appears to the court that there are several issues of fact and the court is of opinion that the determination of any one of such issues would dispose of the whole case it may require the parties to deal with that issue before proceeding with the other issues and the court may thereupon give final judgment without dealing with such other issues.

(5) If the question in dispute is a question of law and the parties are agreed upon the facts, the facts may be admitted in court, either viva voce or by written statement, by the parties and recorded by the court, and judgment may be given thereon without further evidence.

(6) When questions of law and issues of fact arise in the same case and the court is of opinion that the case may be disposed of upon the question of law only, the court may require the parties to argue upon those questions only and may give its decision thereon before taking evidence as to the issues of fact and may give final judgment without dealing with the issues of fact.

(7) (*a*) If on the pleadings the burden of proof is on the plaintiff he shall first adduce his evidence.

(*b*) If absolution from the instance is not then decreed, the defendant shall then adduce his evidence.

(8) Where such burden of proof is on the defendant, the defendant shall first adduce his evidence, and if necessary the plaintiff shall thereafter adduce his evidence.

(4) Enigeen van die twee partye kan, deur kennisgewing tot oorlegging, die ander party aansê of by die verhoor van die aksie die boeke en dokumente wat aldus oopgelê is, asook enige ander boeke en dokumente wat in besonderhede aangegee word, oor te lê; en wat betref al sulke boeke en dokumente wat in die besit of onder die beheer is van die party aan wie aldus kennis gegee word, het so'n kennisgewing die krag van 'n subpoena ingevolge reël 26.

VOORLOPIGE VERHOORPROSEDURE.

25. (1) Die skriftelike versoek vermeld in subartikel (1) van artikel *vier-en-vyftig* van die Wet, waarin die hof gevra word om 'n voorverhoor-onderhoud te belê moet in tweevoud aan die klerk van die hof gerig word. So'n versoek moet in die algemeen die sake aantoon wat na verlang word by so'n onderhoud oorweeg behoort te word. Die klerk moet so'n versoek onverwyld aan 'n regterlike amptenaar voorlê wat, indien hy besluit om 'n onderhoud te belê, die klerk van die hof moet gelas om die vereiste prosesstukke uit te reik.

(2) Die prosesstuk vir die aansegging van partye of hul verteenwoordigers om 'n voorverhoor-onderhoud by te woon, moet per brief wees wat deur die klerk van die hof onderteken is, tesame met 'n afskrif van die versoek, as daar een is, waarna in subreël (1) verwys word. So'n brief moet per hand afgelewer word of per geregistreerde pos minstens 48 uur voor die datum wat vir genoemde onderhoud vasgestel is, gepos word.

DAGVAARDING VAN GETUIE (SUBPOENA).

26. (1) Die geregtelike prosesstuk om iemand te verplig om voor die hof te verskyn ten einde getuienis af te lê of boeke of dokumente of stukke oor te lê, is 'n dagvaarding wat deur die klerk van die hof uitgereik en uitgeneem word deur die party wat verlang dat so iemand voor die hof moet verskyn. In die geval van getuienis by wyse van kommissie afgeneem, word die prosesstuk uitgeneem deur die party wat die verskyning van die getuie verlang, en deur die kommissaris uitgereik.

(2) Indien die party wat die dagvaarding uitneem, verlang dat dit deur bemiddeling van die bode gedien moet word, moet aan die bode, tesame met die dagvaarding, soveel afskrifte daarvan oorhandig word as wat daar getuies is wat gedagvaar moet word, asook die bedrag of bedrae wat die bode, volgens die voorneme van die party ten behoewe van wie hulle gedagvaar word, aan sulke getuies as padgeld moet betaal of aanbied.

(3) Blyk dit dat die gedagvaarde getuie nie 'n redelike tyd toegestaan is om ingevolge die dagvaarding te verskyn nie, kan die hof die diening van die dagvaarding ter syde stel.

OP DIE ROL PLAAS VIR VERHOOR.

27. (1) Die verhoor van 'n aksie is onderworpe aan die inlewering deur die eiser, nadat die pleitskrifte gesluit is, van kennisgewing van verhoor vir 'n dag of dae wat deur die klerk van die hof goedgekeur is: Met dien verstande dat indien die eiser nie binne 14 dae nadat die pleitskrifte gesluit is, kennisgewing van verhoor inlewer nie, die verweerder sulks mag doen.

(2) De inlewering van so'n kennisgewing het *ipso facto* die uitwerking dat 'n eis in rekonvensie wat deur die verweerder ingestel is, tegelykertyd vir verhoor op die rol geplaas word.

(3) Diening van so'n kennisgewing moet minstens 7 dae voor die aldus goedgekeurde dag bewerkstellig word.

VERHOOR.

28. (1) Tensy die hof anders beveel, vind die verhoor van 'n aksie plaas in die hofgebou vanwaar die dagvaarding uitgereik is.

(2) 'n Getuie wat nie as 'n party by die aksie betrokke is nie, kan deur die hof beveel word om—

(i) Die hof te verlaat tot tyd en wyl sy getuienis nodig is of nadat sy getuienis afgelê is; of

(ii) in die hof te bly nadat hy getuienis afgelê het, totdat die verhoor beëindig is of verdaag word.

(3) Die hof kan, voordat hy tot die afneem van getuienis oorgaan, die partye gelas om kortliks die feitlike of regskwessies wat in geskil is voor te lê en kan die aldus voorgelegde geskilpunte notuleer.

(4) As dit die hof volgens die pleitskrifte voorkom dat daar verskeie feitlike geskilpunte is en die hof van oordeel is dat die hele saak afgehandel kan word deur enigeen van daardie geskilpunte te beslis, kan hy van die partye verlang om so'n geskilpunt te behandel alvorens tot die ander geskilpunte oor te gaan en die hof kan dan 'n eindvonnis vel sonder om sulke ander geskilpunte te behandel.

(5) As 'n regskwessie in geskil is en die partye dit eens is oor die feite, kan die feite òf *viva voce* òf by wyse van 'n skriftelike verklaring in die hof erken en deur die hof genotuleer word en kan sonder verdere getuienis daarop vonnis gevel word.

(6) Wanneer regskwessies en feitlike kwessies in dieselfde saak ontstaan en die hof van mening is dat die saak op grond van die regskwessies alleen afgehandel kan word, kan hy die partye gelas om alleen op daardie kwessies argumente aan te voer en kan daaroor beslis voordat getuienis omtrent die feitlike kwessies afgeneem word en kan 'n eindvonnis vel sonder om die feitlike kwessies te behandel.

(7) (*a*) Indien die bewyslas volgens die pleitskrifte op die eiser rus, moet hy eerste sy getuienis aanvoer.

(*b*) As absolusie van die instansie nie dan gelas word nie, moet die verweerder sy getuienis aanvoer.

(8) Wanneer voornoemde bewyslas op die verweerder rus, moet hy sy getuienis eerste aanvoer en daarna moet die eiser, indien nodig, sy getuienis aanvoer.

(9) (*a*) Where the burden of proving one or more of the issues is on the plaintiff and that of proving others is on the defendant, the plaintiff shall first call his evidence on any issues proof whereof is upon him, and may then close his case, and the defendant shall then call his evidence on all the issues.

(*b*) If the plaintiff has not called any evidence (other than that necessitated by his evidence on the issues proof whereof is on him) on any issues proof whereof is on the defendant, he shall have the right so to do after defendant has closed his case. If he has called any such evidence, he shall have no such right.

(10) In case of dispute as to the party upon whom the burden of proof rests, the court shall direct which party shall first adduce evidence.

(11) Either party may, with the leave of the court, adduce further evidence at any time before judgment; but such leave shall not be granted if it appears to the court that such evidence was intentionally withheld out of its proper order.

(12) The court may at any time before judgment, on the application of either party or of its own motion, recall any witness for further examination.

(13) Any witness may be examined by the court, as well as by the parties.

(14) After the evidence on behalf of both parties has been completed, the party who first adduced evidence may first address the court and thereafter the other party, and the party who first adduced evidence may reply.

(15) Where the court has authorised the evidence of any witness to be taken on interrogatories, such interrogatories shall be filed within four days of the order, and cross-interrogatories within four days thereafter.

WITHDRAWAL, DISMISSAL AND SETTLEMENT.

29. (1) Where the summons has not been served or the period limited for entry of appearance to defend has expired and no such appearance has been entered, the plaintiff may withdraw the summons by notice to the clerk of the court.

(2) Save as provided by sub-rule (1) a plaintiff or applicant desiring to withdraw an action or application against all or any of the parties thereto shall deliver notice of withdrawal.

(3) Any party served with notice of withdrawal may within 10 days thereafter apply to the court for an order that the party so withdrawing shall pay the applicant's costs of the action or application withdrawn, together with the costs incurred in so applying:

Provided, however, that where the plaintiff in the notice of withdrawal embodies in such notice a consent to pay the costs, such consent shall then have the force of an order of court, and the clerk shall tax the costs on the request of the defendant.

(4) Any party may by delivery of notice abandon any specified claim, exception or defence pleaded by him; and such notice shall be taken into consideration in taxing costs.

(5) A defendant may, if the plaintiff has not within 14 days after the pleadings have been closed given notice of trial either for a day not more than 21 days distant or for the first day obtainable from the clerk of the court, apply to the court to dismiss the action and the court may on such application either dismiss the action with costs or make such other order in regard thereto and as to the costs of the application as may be just.

(6) Application may be made to the court by either party at any time after entry of appearance and before judgment to record the terms of any settlement of an action without entry of judgment, agreed to by the parties.

(7) Notice of such application shall be delivered except when the application is made in court during the hearing of any proceeding in the action at which the other party is represented, or when a written waiver (which may be included in the statement of terms of settlement) by such other party of notice of the application is produced to the court.

(8) At the hearing of the application the applicant shall lodge with the court a statement of the terms of settlement signed by all parties to the action and if no objection thereto be made by any other party, the court shall note that the action has been settled on the terms set out in the statement, and thereupon all further proceedings in the action shall, save as hereinafter provided, be stayed.

(9) When the terms of settlement provide for the future fulfilment by one or both parties of stated conditions and that in default of fulfilment the entry of a judgment in the action in terms specified in the statement may be sought by the other party, such other party may at any time within twelve months thereafter apply for the entry of such judgment. Such application shall be on notice to the party alleged to be in default, setting forth particulars of the breach by the respondent of conditions of the terms of settlement.

(10) After hearing the parties the court may—

(i) dismiss the application;

(9) (*a*) Wanneer die bewyslas ten opsigte van een of meer van die geskilpunte op die eiser, en ten opsigte van ander op die verweerder rus, moet die eiser eerste sy getuienis voorbring ten aansien van geskilpunte waarvan die bewyslas op hom rus en kan hy dan sy saak sluit, en vervolgens moet die verweerder sy getuienis ten aansien van al die geskilpunte voorbring.

(*b*) Indien die eiser ten aansien van geskilpunte waarvan die bewyslas op die verweerder rus, geen getuienis voorgebring het nie (behalwe dié waartoe hy verplig was deur sy getuienis ten aansien van die geskilpunte waarvan die bewyslas op hom rus) is hy geregtig om sulks te doen nadat die verweerder sy saak gesluit het. As hy sodanige getuienis voorgebring het, het hy nie so'n reg nie.

(10) Ingeval van 'n geskil wat betref die party op wie die bewyslas rus, moet die hof gelas watter party eerste getuienis moet aanvoer.

(11) Met verlof van die hof kan enigeen van die twee partye te eniger tyd voor vonnis verdere getuienis aanvoer, dog sodanige verlof word nie verleen nie as dit aan die hof blyk dat daardie getuienis opsetlik buite sy behoorlike volgorde agterweë gehou is.

(12) Op aansoek van enigeen van die twee partye of uit eie beweging kan die hof te eniger tyd voor vonnis enige getuie vir verdere ondervraging terugroep.

(13) Enige getuie kan deur die hof sowel as deur die partye ondervra word.

(14) Die party wat die eerste getuienis aanvoer, kan, nadat die getuienis ten behoewe van albei partye klaar afgelê is, die hof eerste toespreek en daarna die ander party, en die party wat eerste getuienis aangevoer het, kan repliek lewer.

(15) Wanneer die hof magtiging verleen het vir die afneem van die getuienis van 'n getuie by wyse van vraagpunte, moet die vraagpunte binne vier dae na die bevel, en kruisvraagpunte binne vier dae daarna, ingedien word.

TERUGTREKKING, AFWYSING EN SKIKKING.

29. (1) Wanneer die dagvaarding nie gedien is nie of die termyn wat vir aantekening van verskyning tot verdediging gestel is verloop het en geen verskyning aangeteken is nie, kan die eiser die dagvaarding by kennisgewing aan die klerk van die hof terugtrek.

(2) 'n Eiser of 'n applikant wat 'n aksie of aansoek teen al of enigeen van die betrokke partye wil terugtrek, moet, behoudens die bepalings van subreël (1) 'n kennisgewing van terugtrekking inlewer.

(3) 'n Party op wie 'n kennisgewing van terugtrekking gedien is, kan binne tien dae daarna by die hof aansoek doen om 'n bevel dat die party wat aldus terugtrek die applikant se koste in die teruggetrokke aksie of aansoek moet betaal, tesame met die koste wat in verband met so'n aansoek gemaak is: met dien verstande egter, dat wanneer die eiser in die kennisgewing van teruktrekking toestem om die koste te betaal, so 'n toestemming die regskrag van 'n bevel van die hof het en die klerk op versoek van die verweerder die koste moet takseer.

(4) 'n Party kan deur inlewering van 'n kennisgewing afstand doen van enige gespesifiseerde eis, eksepsie of verweer wat hy gepleit het; so'n kennisgewing word by die takseer van die koste in aanmerking geneem.

(5) 'n Verweerder kan, as die eiser nie binne 14 dae na sluiting van die pleitskrifte kennis gegee het van verhoor op 'n dag hoogstens 21 dae later of op die eerste dag wat die klerk van die hof kan aanwys, by die hof aansoek doen dat die aksie afgewys word; en die hof kan op so'n aansoek óf die aksie met koste afwys of so'n ander bevel in verband daarmee en betreffende die koste van die aansoek gee, as wat billik mag wees.

(6) Enigeen van die twee partye kan te eniger tyd na aantekening van verskyning en voordat vonnis gevel is by die hof aansoek doen om die bepalings aan te teken van 'n skikking van 'n aksie sonder aantekening van vonnis, waartoe die partye ooreengekom het.

(7) Kennisgewing van die aansoek moet ingelewer word, behalwe wanneer die aansoek in die hof gedoen word gedurende die behandeling van enige stap in die aksie waarby die ander party verteenwoordig is, of wanneer so'n ander party skriftelik verklaar wat hy in die geskrif waarin die skikkingsvoorwaardes uiteengesit word, kan doen) dat hy van kennisgewing van die aansoek afsien en so'n verklaring aan die hof voorgelê word.

(8) By die verhoor van die aansoek moet die applikant 'n geskrif, deur al die partye by die aksie onderteken, waarin die skikkingsvoorwaardes uiteengesit word, by die hof indien en as geen beswaar deur enige ander party daarteen opgewerp word nie, teken die hof aan dat die aksie geskik is op die voorwaardes vermeld in genoemde geskrif en, behoudens onderstaande bepalings, is alle verdere stappe dan in die aksie gestuit.

(9) Wanneer die skikkingsvoorwaardes voorsiening maak vir die toekomstige nakoming deur een of deur albei partye van opgenoemde voorwaardes en bepaal dat by nie-nakoming die ander party aansoek kan doen om aantekening van 'n vonnis in die aksie ooreenkomstig die bepalings in voornoemde geskrif vermeld, kan so'n ander party te eniger tyd binne 12 maande daarna om aantekening van so'n vonnis aansoek doen. So'n aansoek geskied na kennisgewing aan die party wat beweer word in gebreke te wees, met vermelding van besonderhede van die respondent se versuim om bepalings van die skikkingsvoorwaardes na te kom.

(10) Nadat die hof die partye gehoor het, kan hy—

(i) die aansoek afwys;

(ii) enter judgment for the applicant as specified in the terms of settlement;

(iii) set aside the settlement and give such directions for the further prosecution of the action as it may deem fit;

(iv) make such order as may be just as to the costs of the application.

RECORDS OF PROCEEDINGS.

30. (1) Minutes of record shall forthwith be made of—

(i) any judgment given by the court;

(ii) any viva voce evidence given in court;

(iii) any objection made to any evidence received or tendered; and

(iv) the proceedings of the court generally including the record of any inspection in loco.

(2) The court shall also mark each document put in evidence and note such mark on the record.

(3) Such minutes and marks may be made by the clerk of the court; and, save where made by the clerk of the court, or as hereinafter provided, they shall be made by the presiding judicial officer.

(4) The court may appoint a shorthand writer to take down in shorthand a note of viva voce evidence and proceedings, and such appointment may be made either generally for the purpose of the court or specially for the purposes of any particular matter.

(5) A party shall be entitled to a transcript of any such shorthand note on payment of a fee to be fixed from time to time by the Minister which fee shall not exceed 1s. for each 100 words.

(6) In the event of an appeal being noted and set down for hearing such shorthand note shall, so far as relevant to the appeal, be transcribed and certified on oath by the shorthand writer as a true record of the proceedings and such transcript shall thereafter form part of the record.

(7) Any party may, not later than seven days after judgment or where the note has been taken in shorthand, after the transcript thereof has been completed, apply to the court to correct any errors in the note; and the court may correct any such errors.

(8) If, before the hearing of the application, all parties affected file a consent to the corrections claimed, no costs of such application shall be allowed; otherwise, costs shall be in the discretion of the court.

APPLICATIONS.

31. (1) Except where otherwise provided, an application to the court for an order affecting any other person shall be on not less than three days' notice to such other person stating shortly the terms of the order applied for and the time at which the application will be made to the court.

(2) Except where otherwise provided, an application need not be supported by affidavit; but in the event of any dispute arising as to the facts, the court may—

(i) receive evidence either viva voce or by affidavit and try the issues in dispute in a summary manner; or

(ii) order that the issue shall be tried by way of action, that the applicant shall be plaintiff and the respondent be defendant and that the notice of application shall stand as summons or that the applicant shall deliver such particulars of his claim as are prescribed in rule 10 within seven days or such shorter time as the court may appoint.

(3) For the purposes of the action, appearance to defend shall be deemed, when the notice of application is ordered to stand as summons, to have been entered on the day on which such order is made, and when the applicant is ordered under this rule to file particulars, to have been entered on the day on which such particulars are delivered.

(4) Unless the court shall otherwise order, minutes, other than the minutes of the record, shall not be drawn up of orders on application on notice; and notice or service of such an order to or on any person who has had notice of the application shall not be necessary.

(5) Except where otherwise provided, an ex parte application shall be made in writing stating shortly the terms of the order applied for and the grounds on which the application is made and shall be signed by the party making the application.

(6) Except where otherwise provided, an ex parte application shall not, unless required by the court in any case, be supported by affidavit or other evidence.

(7) Any person affected by an order made ex parte or by an interdict notice in a summons for rent under section *thirty-one* of the Act may apply to discharge it with costs on not less than 24 hours' notice.

(8) In every application the person substantially interested shall be made respondent.

(9) All interlocutory matters may be dealt with upon application, and any application which may be made ex parte may at the applicant's election be made on notice.

(10) All opposed applications shall be heard in open court.

(ii) vonnis ten gunste van die applikant aanteken soos bepaal in die skikingsvoorwaardes;

(iii) die skikking ter syde stel en sodanige bevele betreffende die verdere voortsetting van die aksie gee as wat hy goed dink;

(iv) sodanige bevel betreffende die koste van die aansoek gee as wat billik mag wees.

NOTULE VAN VERRIGTINGE.

30. (1) Onderstaande moet onverwyld genotuleer word—

(i) enige vonnis wat die hof gevel het;

(ii) alle *viva voce* getuienis wat in die hof afgelê is;

(iii) enige beswaar wat opgewerp is teen getuienis wat voorgebring of aangebied is; en

(iv) die verrigtinge van die hof in die algemeen, met inbegrip van die notule van enige inspeksie ter plaatse.

(2) Die hof moet verder elke dokument wat as bewysstuk ingedien word behoorlik merk en die merk in die notule aanteken.

(3) Sulke notule en merke kan deur die klerk van die hof opgestel en aangebring word en behalwe waar hulle deur die klerk van die hof, of ooreenkomstig onderstaande bepalings, opgestel of aangebring word, moet hulle deur die voorsittende regterlike amptenaar opgestel en aangebring word.

(4) Die hof kan 'n snelskrywer aanstel om *viva voce* getuienis en verrigtinge in snelskrif op te teken en sodanige aanstelling kan gedoen word òf in die algemeen ten dienste van die hof of spesiaal vir doeleindes van 'n bepaalde aangeleentheid.

(5) 'n Party is geregtig op 'n kopie in gewone skrif van enige sodanige snelskrifaantekenings teen betaling van 'n bedrag wat van tyd tot tyd deur die Minister vasgestel word, dog van hoogstens 1s. vir elke 100 woorde.

(6) Ingeval appél aangeteken en vir verhoor op die rol geplaas word, moet die snelskrifaantekenings, vir sover dit op die appél betrekking het, in gewone skrif oorgeskryf en deur die snelskrywer as 'n juiste verslag van die verrigtinge onder eed gewaarmerk word en so'n oorskrywing maak dan deel van die stukke in die saak uit.

(7) 'n Party kan binne hoogstens sewe dae na vonnis, of waar die aantekenings in snelskrif opgestel is, na oorskrywing daarvan in gewone skrif, by die hof aansoek doen vir die verbetering van enige foute in die aantekenings; en die hof kan sulke verbeterings aanbring.

(8) Indien alle betrokke partye 'n toestemming tot die verlangde verbeterings inlewer voordat die aansoek behandel word, word geen koste van so 'n aansoek toegestaan nie; anders word die koste aan die goeddunke van die hof oorgelaat.

AANSOEKE.

31 (1) 'n Aansoek by die hof om 'n bevel wat 'n ander persoon raak, word, behoudens andersluidende bepalings, gedoen met minstens drie dae kennisgewing aan die ander persoon. Die inhoud van die aanvraagde bevel moet kortliks in die kennisgewing vermeld word, asook die tyd waarop die aansoek by die hof gedoen sal word.

(2) Behoudens andersluidende bepalings hoef 'n aansoek nie deur beëdigde verklaring gesteun te word nie, dog indien daar 'n geskil omtrent die feite ontstaan, kan die hof—

(i) getuienis, hetsy *viva voce* of deur beëdigde verklaring, toelaat en die geskilpunte summier verhoor; of

(ii) beveel dat die geskilpunte by wyse van aksie verhoor word, dat die applikant as eiser moet optree en die respondent as verweerder, en dat die kennisgewing van aansoek as dagvaarding moet dien of dat die applikant die besonderhede van sy eis wat in reël 10 voorgeskryf word, binne 7 dae of 'n korter termyn wat die hof vasstel, moet inlewer.

(3) Vir doeleindes van die aksie word verskyning tot verdediging, wanneer beveel word dat die kennisgewing van aansoek as dagvaarding moet dien, geag aangeteken te gewees het op die dag waarop so'n bevel gegee is, en wanneer die applikant kragtens hierdie reël beveel word om besonderhede in te dien, word dit geag aangeteken te gewees het op die dag waarop die besonderhede ingelewer word.

(4) Tensy die hof anders beveel, word geen notule, behalwo die notule van die verrigtinge, van bevele op aansoek na kennisgewing opgestel nie; en kennisgewing of diening van so'n bevel aan of op enigeen aan wie kennis van die aansoek gegee is, is *nie nodig* nie.

(5) Behoudens andersluidende bepalings word 'n *ex parte* aansoek skriftelik gedoen en moet dit kortliks die inhoud van die aangevraagde bevel vermeld, asook die gronde waarop die aansoek gedoen word, en moet dit deur die party wat die aansoek doen onderteken wees.

(6) Behoudens andersluidende bepalings word 'n *ex parte* aansoek nie deur beëdigde verklaring of ander getuienis gesteun nie, tensy die hof in een of ander geval sulks gelas.

(7) Iemand wat deur 'n *ex parte* bevel of deur 'n interdikkennisgewing in 'n dagvaarding vir huurgeld kragtens artikel 31 van die Wet geraak word, kan met minstens 24 uur kennisgewing aansoek doen om die opheffing daarvan met koste.

(8) In alle aansoeke moet die persoon wat wesenlik die belanghebbende is, respondent gemaak word.

(9) Alle tussenprosesse kan by wyse van aansoek behandel word en enige aansoek wat *ex parte* gedoen kan word, kan, as die applikant dit verkies, by wyse van kennisgewing gedoen word.

(10) Alle bestrede aansoeke word in die ope hof verhoor.

ARRESTS, INTERDICTS, ATTACHMENTS AND MANDAMENTEN VAN SPOLIE.

32. (1) Except where otherwise provided in these rules, every application to the court for an order of arrest, interdict or attachment or for a mandament van spolie under section *thirty* of the Act, may be made ex parte.

(2) Every such ex parte application shall be upon affidavit stating shortly the facts upon which the application is made and the nature of the order applied for.

(3) The court may, before granting an order upon such an application, require the applicant to give security for any damages which may be caused by such order and may require such additional evidence as it may think fit.

(4) A summons for rent under section *thirty-one* of the Act shall be in the form prescribed therefor in the first annexure to these rules.

(5) Every order made ex parte (other than an order for the arrest of any person or an order of attachment for rent under section *thirty-two* of the Act) shall call upon the respondent to show cause against it at a time stated in the order, which shall not be a less time after service than the time allowed by those rules for appearance to a summons, unless the court shall give leave for shorter service.

(6) The return day of an order may be anticipated by the respondent upon 12 hours' notice to the applicant.

(7) A copy of any order ex parte and of the affidavit, if any, on which it was made shall be served forthwith on the respondent thereto.

(8) Where cause is shown against any such order the court may order the deponent to any such affidavit to attend for cross-examination.

(9) Any order made ex parte may be discharged or varied by the court on cause shown by any person affected thereby; and on such terms as to costs as may be just.

(10) An order made ex parte shall ipso facto be discharged upon security being given by the respondent for the amount to which the order relates together with costs.

(11) Such security may be given to abide the result of the action instituted or to be instituted; and may be assigned by the respondent to part only of the order and shall in that event operate to discharge the order as to that part only.

(12) Unless the court shall otherwise order, the messenger may release any person arrested upon such person giving security to the satisfaction of the messenger that he will appear upon the return day of the arrest.

(13) The minutes of any order required for service or execution shall be drawn up by the party entitled thereto and shall be approved by the clerk of the court.

(14) The copies of such minutes for record and service shall be made by such party and the copy for record shall be signed by the clerk of the court.

(15) An interdict and a warrant of arrest may be executed on any day, at any hour, and at any place.

INTEREST.

33. (1) Where the defendant has not consented to judgment 24 hours before the expiration of the time allowed for appearance to defend, interest from the date of issue of the summons to the date of judgment may in the judgment be added to the amount claimed in the summons at the rate claimed in the summons, or, if there be no such rate, then at the rate of four per cent. per annum.

(2) Every judgment for payment of money shall bear interest from the date of judgment until payment at such rate as may be adjudged or, if there be no such rate, then at the rate of four per cent. per annum.

PROCESS IN EXECUTION.

34. (1) The process for the execution of any judgment for the payment of money, for the delivery up of goods or premises or for ejectment shall be by wararnt issued and signed by the clerk of the court and addressed to the messenger.

(2) Such process may be sued out by any person in whose favour any such judgment shall have been given, if such judgment is not then satisfied, stayed or suspended.

(3) Such process may at any time, on payment of the fees incurred, be withdrawn or suspended by notice to the messenger by the party who has sued out such process. A request in writing made from time to time by such person to defer exection of such process for a definite period not being longer than one month shall not be deemed to be a suspension.

(4) Any alterations in such process shall be initialed by the clerk of the court before such process is issued by him.

(5) Any such process shall be invalid if a wrong person is named therein as a party; but no such process shall be invalid merely by reason of the misspelling of any name therein, or of any error as to date.

(6) Except where judgment has been entered by consent or default, execution shall not be issued without special leave

ARRÊS, INTERDIKTE, BESLAGLEGGINGS EN MANDEMENTE VAN SPOLIE.

32 (1) Alle aansoeke by die hof om 'n bevel vir arres, 'n interdik of beslaglegging of om 'n mandement van spolie kragtens artikel *dertig* van die Wet, kan, behoudens anders luidende bepalings van hierdie reëls, *ex parte* gedoen word.

(2) So 'n *ex parte* aansoek geskied by wyse van 'n beëdigde verklaring waarin die feite waarop die aansoek gegrond is, asook die aard van die bevel waarom aansoek gedoen word, kortliks vermeld word.

(3) Alvorens die hof 'n bevel ingevolge so'n aansoek toestaan, kan hy die applikant gelas om sekerheid te stel vir enige skade wat deur so'n bevel veroorsaak mag word en kan sodanige verdere bewys vereis as wat hy goed dink.

(4) 'n Dagvaarding vir huurgeld volgens artikel *een-en-dertig* van die Wet moet opgestel wees in die vorm wat daarvoor in die eerste aanhangsel van hierdie reëls voorgeskryf is.

(5) Elke bevel wat *ex parte* gegee is (behalwe 'n bevel vir die arrestering van 'n persoon) of bevel vir beslaglegging weens huurgeld kragtens artikel *twee-en-dertig* van die Wet moet die respondent aansê om op 'n tyd in die bevel vermeld gronde daarteen aan te voer. Sodanige tyd mag nie binne 'n korter termyn na diening val nie as die termyn wat volgens hierdie reëls toegelaat word vir verskyning ingevolge 'n dagvaarding, tensy die hof verlof verleen vir diening binne 'n korter termyn.

(6) Die verskyningsdag van 'n bevel kan deur die respondent met 12 uur kennisgewing aan die applikant vervroeg word.

(7) 'n Afskrif van 'n *ex parte* bevel en van die beëdigde verklaring (as daar een is) waarop dit gegrond is, moet onverwyld op die respondent gedien word.

(8) As gronde teen so'n bevel aangevoer word, kan die hof die persoon wat so'n beëdigde verklaring afgelê het, beveel om vir kruisverhoor te verskyn.

(9) Onderworpe aan sulke voorwaardes betreffende koste as wat billik mag wees, kan die hof 'n *ex parte* bevel ophef of wysig wanneer gronde daarteen aangevoer word deur iemand wat daardeur geraak word.

(10) 'n *Ex parte* bevel word *ipso facto* opgehef wanneer die respondent sekerheid stel vir die bedrag waarop die bevel betrekking het tesame met koste.

(11) Sodanige sekerheid kan gestel word hangende die uitslag van die aksie wat ingestel is of gaan word en kan deur die respondent toegewys word aan slegs 'n deel van die bevel en in dié geval hef dit slegs daardie deel van die bevel op.

(12) Tensy die hof anders beveel, kan die bode 'n gearresteerde persoon op vrye voet stel as so'n persoon tot bevrediging van die bode sekerheid stel dat hy op die verskyningsdag sal verskyn.

(13) Die minuut van 'n bevel wat vir diening of ten uitvoerlegging nodig is, word deur die party wat daarop geregtig is opgestel en deur die klerk van die hof goedgekeur.

(14) Die afskrifte van so'n minuut vir opberging en diening moet deur genoemde party gemaak word en die afskrif vir opberging moet deur die klerk van die hof onderteken word.

(15) Interdikte en lasbriewe vir arres kan op enige dag op enige uur en op enige plek ten uitvoer gelê word.

RENTE.

33. (1) Wanneer die verweerder nie 24 uur voor verloop van die termyn wat vir verskyning tot verdediging gestel is tot vonnis toegestem het nie, kan in die vonnis rente teen die koers wat in die dagvaarding geëis word, of as daar nie so'n koers is nie, teen die koers van 4 persent per jaar vir die tydperk vanaf die uitreiking van die dagvaarding tot die datum van die vonnis, by die bedrag in die dagvaarding geëis, gevoeg word.

(2) Elke vonnis vir die betaling van geld dra rente vanaf die datum van die vonnis tot die datum van betaling teen die koers wat in die vonnis bepaal is, of as daar nie so'n koers is nie, teen die koers van 4 persent per jaar.

TENUITVOERLEGGING.

34. (1) Die prosesstuk vir die tenuitvoerlegging van 'n vonnis vir die betaling van geld, vir afgifte van goedere of persele of vir ontruiming is 'n lasbrief wat deur die klerk van die hof uitgereik en onderteken word en aan die bode gerig word.

(2) So 'n prosesstuk kan uitgeneem word deur enigeen ten gunste van wie die vonnis gevel is, mits die vonnis nie dan voldaan, gesluit of opgeskort is nie.

(3) So 'n prosesstuk kan te eniger tyd teen betaling van die gelde wat bereken is by kennisgewing aan die bode deur die party wat die prosesstuk uitgeneem het, ingetrek of opgeskort word. 'n Skriftelike versoek van tyd tot tyd deur so iemand dat die tenuitvoerlegging van die prosesstuk vir 'n bepaalde tydperk, dog vir nie langer as 'n maand nie, uitgestel word, word nie geag 'n opskorting te wees nie.

(4) Voordat die klerk van die hof so'n prosesstuk uitreik, moet hy veranderings daarin parafeer.

(5) So 'n prosesstuk is ongeldig as 'n verkeerde persoon daarin as 'n party genoem word, maar is nie ongeldig nie bloot ter oorsake van 'n spelfout in 'n naam wat daarin voorkom of van 'n fout in verband met 'n datum.

(6) Behalwe wanneer vonnis deur toestemming of by verstek aangeteken is, word geen lasbrief vir eksekusie sonder spesiale vergunning van die hof, waarom aansoek gedoen

of the court applied for at the time of granting the judgment, before the day following that on which the judgment is given.

SECURITY BY JUDGMENT CREDITOR.

35. (1) Where the messenger is in doubt as to the validity of any attachment or contemplated attachment, he may require that the party suing out the process shall give security to indemnify him.

(2) Unless the summons commencing the action has been served upon the defendant personally or he has entered appearance to defend or notice of attachment has been given to him personally—

(i) if any property corporeal or incorporeal is attached in execution, the judgment creditor shall, at least seven days before the day appointed for the sale of such property give security to the satisfaction of the messenger for the payment to the execution debtor if such attachment be set aside of any sum which the execution debtor may in law be entitled to recover from the execution creditor for damages suffered by reason of such attachment or of any proceedings consequent thereon; and if security be not given the attachment shall cease to have effect: Provided that the execution debtor may by endorsement to that effect on the writ of execution dispense with the giving of security under this rule;

(ii) if moneys are received by the messenger under any form of execution otherwise than as the proceeds of the sale in execution of property in respect of the attachment of which security has been given in terms of paragraph (i), such moneys shall not be paid to the execution creditor until he has given security for the restitution of the full amount received by the messenger, if the attachment thereof be thereafter set aside: Provided that the execution debtor may in writing over his signature dispense with the giving of such security;

(3) The prescribed fee for security given under this rule shall without taxation be recoverable as part of the costs of execution.

(4) Any surety bond or other document of security given in terms of this rule may be sued upon by the execution debtor without formal transfer thereof to him.

GENERAL PROVISIONS REGARDING EXECUTION.

36. (1) Unless otherwise ordered by the court, the costs and expenses of issuing and levying execution shall be a first charge on the proceeds of the property sold in execution and may so far as such proceeds are insufficient be recovered from the execution debtor as costs awarded by the court.

(2) Subject to any hypothec existing prior to attachment, all warrants of execution lodged with the messenger on or before the day immediately preceding the date of the sale in execution shall rank pro rata in the distribution of the proceeds of the goods sold in execution.

(3) Withdrawal of attachment shall be effected by note made and signed by the messenger on the writ of execution that the attachment is withdrawn stating the time and date of the making of such note. The messenger shall give notice in writing of the withdrawal and of the time and date thereof to the execution creditor and the execution debtor and to any person by whom a claim to the property attached has been lodged with him: Provided that the property shall not be released from attachment so long as an unsatisfied warrant of execution lodged under sub-rule (2) remains in the hands of the messenger.

(4) If any property taken in execution is claimed by any third party as his property, the messenger shall on receipt of the claim forthwith give notice to the execution creditor.

(5) If the execution creditor gives the messenger notice within two days thereafter that he admits the claim, he shall not be liable for any costs, fees or expenses afterwards incurred, and the messenger may withdraw from possession of the property claimed.

(6) On completion of any sale in execution of property whether movable or immovable the messenger shall attach to his return a vendu roll showing details of the property sold, the prices realized, and, where known, the names and addresses of the purchasers.

(7) A messenger shall not at a sale in execution purchase any of the property offered for sale either for himself or for another person.

EXECUTION AGAINST A PARTNERSHIP.

37. (1) Where a judgment debtor is a partner in a firm and the judgment is against him for a separate debt, the court may, after notice to the judgment debtor and to his firm, appoint the messenger as receiver to receive any moneys payable to the judgment debtor in respect of his interest in the partnership.

(2) Such appointment shall, until the judgment debt is satisfied, operate as an attachment of the interest of the judgment debtor in the partnership assets.

(3) Where the judgment is against a firm, the partnership property shall first be exhausted, so far as it is known to the judgment creditor, before the judgment is executed against the separate property of the partners.

is ten tyde van die vonnis, voor die dag na dié waarop die vonnis gevel is, uitgereik nie.

SEKERHEID DEUR VONNISSKULDEISER.

35 (1) Wanneer die bode twyfel aan die geldigheid van 'n beslaglegging of voorgenome beslaglegging, kan hy van die party wat die prosesstuk uitneem, eis dat hy sekerheid verskaf om hom skadeloos te stel.

(2) Tensy die dagvaarding waardeur die aksie begin is op die verweerder persoonlik gedien is of hy verskyning tot verdediging aangeteken het of kennis van beslaglegging aan hom persoonlik gegee is—

(i) moet die vonnisskuldeiser, as beslag op liggaamlike of onliggaamlike goedere gelê is, minstens sewe dae voor die die dag wat vir die verkoop van daardie goedere vasgestel is, tot bevrediging van die bode sekerheid stel vir betaling aan die eksekusieskuldenaar, as die beslaglegging te niet gedoen word, van die bedrag wat die eksekusieskuldenaar volgens wet geregtig mag wees om op die eksekusieskuldeiser te verhaal vir skade wat gely is as gevolg van die beslaglegging of van daaropvolgende geregtelike stappe; en as geen sekerheid gestel word nie, is die beslaglegging nie meer van krag nie: met dien verstande dat die eksekusieskuldenaar deur 'n endossement te dien effekte op die lasbrief vir eksekusie, van die sekerheidstelling ingevolge hierdie reël kan afsien;

(ii) word geld wat die bode ontvang ingevolge een of ander vorm van eksekusie, anders as by wyse van die opbrings van die verkoop in eksekusie van goedere ten opsigte van die beslaglegging waarvan ooreenkomstig paragraaf (i) sekerheid gestel is, nie aan die eksekusieskuldeiser betaal nie tot tyd en wyl hy sekerheid gestel het vir die terugbetaling van die volle bedrag deur die bode ontvang, as die beslaglegging daarna te niet gedoen word; met dien verstande dat die eksekusieskuldenaar in 'n geskrif deur hom onderteken van sodanige sekerheidstelling kan afsien;

(3) Die voorgeskrewe gelde vir sekerheidstelling ingevolge hierdie reël is sonder taksasie verhaalbaar as deel van die eksekusiekoste.

(4) Die eksekusieskuldenaar kan op 'n borgakte of ander dokument van sekerheidstelling wat ingevolge hierdie reël verstrek is dagvaar sonder dat dit formeel aan hom oorgedra is.

ALGEMENE BEPALINGS BETREFFENDE TENUITVOERLEGGING.

36. (1) Tensy die hof anders beveel, is die koste en uitgawes in verband met die uitreiking en tenuitvoerlegging van die lasbrief vir eksekusie 'n preferente skuld teen die opbrings van die goedere wat in eksekusie verkoop is en kan sulke koste en uitgawes, vir sover voornoemde opbrings onvoldoende is, op die eksekusieskuldenaar verhaal word as koste deur die hof toegeken.

(2) Alle lasbriewe vir eksekusie wat by die bode ingedien is op of voor die dag wat die dag van die verkoop in eksekusie onmiddellik voorafgaan, deel, onderworpe aan enige verband wat by die beslaglegging reeds bestaan, *pro rata* in die verdeling van die opbrings van die goedere wat in eksekusie verkoop is.

(3) Die intrekking van 'n beslaglegging word bewerkstellig deur 'n aantekening op die lasbrief vir eksekusie, deur die bode gedoen en onderteken, ten effekte dat die beslaglegging ingetrek is, met vermelding van die uur en datum waarop die aantekening gedoen is. Die bode moet die eksekusieskuldeiser en die eksekusieskuldenaar, asook enigeen wat 'n eis teen die goedere waarop beslag gelê is by hom ingedien het, skriftelik kennis gee van die intrekking en van die uur en datum daarvan: met dien verstande dat die goedere nie van beslaglegging vrygestel word nie solank daar 'n onvoldane lasbrief vir eksekusie wat ingevolge subreël (2) ingedien is, in die hande van die bode bly.

(4) As 'n derde party goedere waarop beslag gelê is as sy eiendom eis, moet die bode, by ontvangs van die eis, onverwyld aan die eksekusieskuldeiser kennis gee.

(5) Indien die eksekusieskuldeiser die bode binne twee dae daarna kennis gee dat hy die eis erken, is hy nie aanspreklik vir enige koste, uitgawes of gelde wat later gemaak of bereken is nie en kan die bode terugtree uit die besit van die geëiste goedere.

(6) Na afloop van 'n verkoop in eksekusie van goedere, hetsy roerend of onroerend, moet die bode 'n vendusielys aan sy relaas heg waarin besonderhede van die verkoopte goedere, die behaalde pryse, en, waar bekend, die name en adresse van die kopers aangegee word.

(7) Die bode mag nie by 'n verkoop in eksekusie enige goedere wat te koop aangebied word, vir homself of iemand anders koop nie.

EKSEKUSIE TEEN 'N VENNOOTSKAP.

37. (1) Wanneer 'n vonnisskuldenaar teen wie vonnis vir 'n afsonderlike skuld gevel is, 'n vennoot in 'n firma is, kan die hof, nadat aan die vonnisskuldenaar en sy firma kennis gegee is, die bode as sekwester aanstel om geld wat aan die vonnisskuldenaar ten opsigte van sy belang in die vennootskap betaalbaar is, in ontvangs te neem.

(2) So'n aanstelling het, totdat die vonnisskuld voldaan is, die krag van 'n beslaglegging op die belang van die vonnisskuldenaar in die bate van die vennootskap.

(3) Wanneer die vonnis teen 'n firma is, moet die goedere van die vennootskap, vir sover hulle aan die vonnisskuldeiser bekend is, eers uitverkoop word voordat die vonnis teen die afsonderlike goedere van die vennote ten uitvoer gelê word.

EXECUTION AGAINST MOVABLE PROPERTY.

38. (1) The messenger shall, upon receiving a warrant directing him to levy execution on movable property, repair to the house or place of business of the execution debtor within 24 hours (to which period shall be added, if such house or place of business be situate outside the limits of the town or place where the court is holden, one additional day for each 25 miles or part of 25 miles between such limits and such house or place of business), or as soon as circumstances permit, and there demand payment of the judgment debt and costs or else require that so much movable property be pointed out as the said messenger may deem sufficient to satisfy the warrant, and if such last-mentioned request be complied with the said messenger shall make an inventory and valuation of such movable property; but if the debtor does not point out such property the said messenger shall immediately make an inventory and valuation of so much of the movable property belonging to the debtor as he may deem sufficient to satisfy the warrant.

(2) So far as may be necessary to the execution of any such warrant, the messenger may open any door on any premises, or of any piece of furniture, if opening be refused or if there be no person there who represents the person against whom such warrant is to be executed; and the messenger may, if necessary, use force to that end.

(3) The messenger shall exhibit the original warrant of execution and shall deliver to the debtor or leave on the premises a copy thereof.

(4) As soon as the foregoing requirements of this rule have been complied with by the messenger, the goods so inventoried by him shall be deemed to be judicially attached.

(5) The messenger shall deliver a copy of the said inventory singed by himself to the debtor or leave the same on the premises, which copy shall have subjoined thereto a notice of the attachment.

(6) Where specie is found and attached, the number and kinds thereof shall be specified in the inventory and where any documents are attached they shall also be so specified; any such specie or documents shall be sealed up and conveyed to the office of the messenger

(7) Where any person whose movable property has been so attached undertakes in writing, together with some sufficient surety, that the same shall be produced on the day appointed for the sale thereof if the judgment creditor shall not be sooner satisfied in respect of his judgment debt, then the messenger shall leave the said property so attached and inventoried as aforesaid, other than specie or documents, upon the premises where the same was found. The judgment creditor may by endorsement on the writ, or by written notice given to the messenger, dispense with the joinder of a surety in the undertaking.

(8) If an undertaking to produce the said goods be not given as provided in sub-rule (7) of this rule—

(i) the messenger shall either remove the same to some convenient place of security or, if the same be cattle or such property as it may be inconvenient to remove, may leave the same upon the premises in the charge and custody of some person for him until the day appointed for the sale thereof;

(ii) where the messenger is instructed by the judgment creditor to remove the goods attached, he shall do so within 48 hours after the attachment; and he shall in the meantime leave the same in the charge and custody of some person for him;

(iii) such a custodian may not use, let or lend the attached goods; nor permit them to be used, let or lent, nor may he in any way do anything which will decrease their value, and, if the goods attached shall have produced any profit or increase, the custodian shall be responsible for any such profit or increase in like manner as he is responsible for the goods originally attached;

(iv) if such a custodian makes a default in his duty he shall not be entitled to recover any remuneration for his charge and custody.

(9) Any movable property sold in execution of the process of the said court shall be sold publicly and for cash by the messenger to the highest bidder, at or as near to the place where the same was taken or to which the same has been so removed as aforesaid as may be advantageous for the sale thereof; and the said messenger shall publish notice of the sale in some local or other newspaper circulating in the district, and shall seven days at least before the day appointed for the sale affix a notice of the said sale and of the day and place thereof on the door of the court house or of some other public building in the place where the said court is holden, and also at or as near as may be to the place where the said sale is actually to take place: provided that it shall not be necessary to publish notice of the sale in a newspaper if in the opinion of the messenger the value of the attached goods does not exceed the amount of twenty pounds.

(10) The day appointed for the sale shall be not less than fourteen days after the time of seizure or attachment; provided that where the goods attached are of a perishable nature or with consent of the execution debtor, the court may, upon application, reduce either both of the periods mentioned in this rule to such extent and on such conditions as it may think fit.

(11) A sale in execution shall be stopped as soon as sufficient money has been raised to satisfy the said warrant and the costs of the sale.

EKSEKUSIE TEEN ROERENDE GOEDERE.

38. (1) By ontvangs van 'n lasbrief om beslag te lê op roerende goedere, moet die bode hom binne 24 uur (met, as die woning of besigheidsplek buite die grense van die dorp of plek waar die hof gehou word, geleë is, een verdere dag daarby vir elke 25 myl óf gedeelte van 25 myl wat die woning of besigheidsplek van voornoemde grense verwyder is) na die woning of besigheidsplek van die eksekusieskuldenaar begewe, of sodra omstandighede dit toelaat, en aldaar vereffening van die vonnisskuld met koste vorder of anders eis dat soveel roerende goedere aangewys word as wat die bode genoegsaam mag beskou om aan die lasbrief te voldoen; en as aan laasgenoemde eis voldoen word, moet die bode 'n inventaris en 'n waardasie van sulke roerende goedere opstel. Wys die skuldenaar geen sodanige goedere aan nie, moet die bode onverwyld 'n inventaris en waardasie opstel van soveel van die roerende goedere wat aan die skuldenaar behoort as wat hy genoegsaam beskou om aan die lasbrief te voldoen.

(2) Vir sover sulks nodig is vir die tenuitvoerlegging van so 'n lasbrief kan die bode die deure op of van enige perseel of van enige meubelstukke op 'n perseel oopmaak, indien geweier word om hulle oop te maak of as daar niemand is wat die persoon teen wie die lasbrief ten uitvoer gelê moet word, verteenwoordig nie. Indien nodig kan die bode vir die doel geweld gebruik.

(3) Die bode moet die oorspronklike lasbrief vir eksekusie toon en 'n afskrif daarvan aan die skuldenaar afgee of op die perseel agterlaat.

(4) Wanneer die bode aan bogemelde voorskrifte van hierdie reël voldoen het, is op die goedere, waarvan hy aldus 'n inventaris opgestel het, geregtelik beslag gelê.

(5) Die bode moet 'n afskrif van genoemde inventaris, deur hom onderteken, aan die skudenaar afgee of dit op die perseel agterlaat. Onderaan die afskrif moet 'n kennisgewing van die beslaglegging verskyn.

(6) As kontant gevind en beslag daarop gelê word, moet die hoeveelheid en soorte daarvan in die inventaris opgegee word, en as op dokumente beslag gelê word, moet hulle eweeens aldus opgegee word. Sulke kontant en dokumente moet verseel en na die kantoor van die bode oorgebring word.

(7) Wanneer iemand op wie se roerende goedere aldus beslag gelê is, hom skriftelik verbind tesame met 'n genoegsame borg om daardie goedere op die dag wat vir die verkoop daarvan vasgestel is, af te lewer, indien die vonnisskuld van die vonnisskuldeiser nie eerder voldaan is nie, moet die bode die goedere waarop aldus beslag gelê is en wat op die inventaris voorkom (behalwe kontant of dokumente) laat bly op die perseel waar hulle gevind is. Die vonnisskuldeiser kan deur endossement op die lasbrief of by skriftelike kennisgewing aan die bode afsien van voornoemde byvoeging van 'n borg.

(8) Indien geen verpligting om genoemde goedere af te lewer volgens voorskrif van subreël (7) van hierdie reël aangegaan word nie—

(i) moet die bode die goedere óf verwyder om hulle op een of ander gerieflike plek in veiligheid te stel of kan, indien dit vee is of goedere wat nie maklik verwyder kan word nie, hulle op die perseel onder toesig en bewaring van iemand namens hom laat bly tot op die dag wat vir die verkoop daarvan vasgestel is;

(ii) moet die bode, as hy deur die vonnisskuldeiser gelas is om die goedere waarop beslag gelê is, te verwyder, dit binne 48 uur na die beslaglegging doen; intussen moet hy hulle onder toesig en bewaring van iemand namens hom laat bly;

(iii) mag so'n bewaarder nie die goedere waarop beslag gelê is, gebruik, verhuur of uitleen nie, of toelaat dat hulle gebruik, verhuur of uitgeleen word nie of op enige wyse iets doen waardeur hul waarde verminder sou word nie; en as die goedere waarop beslag gelê is enige wins afgewerp of vermeerder het, is die bewaarder vir daardie wins of vermeerdering op dieselfde wyse verantwoordelik as wat hy is vir die goedere waarop oorspronklik beslag gelê is;

(iv) is so'n bewaarder, as hy hom aan pligsversuim skuldig maak, nie tot enige vergoeding vir sy toesig en bewaring geregtig nie.

(9) Roerende goedere wat ter tenuitvoerlegging van gemelde geregtelike prosesstuk verkoop word, moet deur die bode in die openbaar teen kontant aan die hoogste bieër verkoop word op die plek waar beslag op die goedere gelê is of waarheen hulle aldus verwyder is of so naby daaraan as wat vir die verkoop daarvan voordelig mag wees. Die bode moet die verkoop in 'n plaaslike of ander nuusblad wat in die distrik in omloop is bekend maak en moet minstens 7 dae voor die dag wat vir die verkoop vasgestel is 'n kennisgewing van die verkoop, met vermelding van die dag en plek daarvan, aanplak op die deur van die hofsaal of aan 'n ander openbare gebou in die plek waar die hof gehou word, asook op of so naby moontlik aan die plek waar die verkoping werklik gaan plaasvind; met dien verstande dat die verkoping nie in 'n nuusblad hoef bekend gemaak te word nie as die bode van mening is dat die waarde van die goedere waarop beslag gelê is, nie meer as £20 is nie.

(10) Die dag wat vir die verkoop vasgestel word, moet minstens 14 dae na die dag van beslaglegging wees; met dien verstande dat waar die goedere waarop beslag gelê is aanbederf onderhewig is, of met toestemming van die eksekusieskuldenaar, die hof op aansoek enigeen of albei van die tydperke in hierdie reël genoem, sodanig en op sulke voorwaardes kan verkort as wat hy goed dink.

(11) 'n Verkoop in eksekusie word gestaak sodra 'n voldoende bedrag verkry is om genoemde lasbrief en die koste van verkoping te dek.

(12) Should the messenger have a balance in hand after payment of the judgment creditor's claim and costs he shall pay the same to the judgment debtor if he can be found, otherwise he shall pay such balance into court.

39. (1) Where the property attached in execution is a lease or a bill of exchange, promissory note, bond, or other security for the payment of money—

(i) attachment shall not be complete until after notice to the lessor, lessee or person liable on the bill of exchange or other security as the case may be;

(ii) the attachment shall not be valid unless and until the instrument in question is taken possession of by the messenger and notice has, in the case of a registered lease, been given to the registrar of deeds concerned.

(2) Where the movable property sought to be attached is the interest of the execution debtor in property pledged, leased or sold under a suspensive condition to or by a third person—

(*a*) attachment shall be effected by service by the messenger on the execution debtor and on such third person of notice of the attachment with a copy of the warrant of execution which service may be effected as if such notice were a summons;

(*b*) the messenger may, upon exhibiting the original of such warrant of execution to the pledgee, lessor, lessee, purchaser or seller, enter upon the premises where such property is and make an inventory and valuation of the said property.

(3) The method of attachment of property attached under section *thirty-two* of the Act shall mutatis mutandis be the same as that of attachment in execution.

EXECUTION AGAINST IMMOVABLE PROPERTY.

40. (1) A warrant of execution against immovable property shall state the situation and nature of the immovable property sought to be attached sufficiently to enable it to be identified.

(2) The mode of attachment of immovable property shall be by notice by the messenger served (in like manner as a summons) together with a copy of the warrant of execution upon the execution debtor as owner thereof and upon the registrar of deeds or other officer charged with the registration of such immovable property, and upon all registered holders of bonds registered against the property attached and also, if the property is in the occupation of some person other than the execution debtor, upon such occupier, and upon the local authority in whose area the property is situated.

(3) After attachment the messenger shall ascertain and record whether the said property is subject to any claim ranking in priority to that of the execution creditor. He shall thereupon notify the judgment creditor of the existence of any such claim to enable the latter to give notice in terms of sub-section (2) of section *sixty-six* of the Act.

(4) The messenger may by notice, served in like manner as a summons, require the execution debtor to deliver up to him forthwith all documents in his possession or under his control relating in any way to his title to the said property.

(5) Where the said property is situate in some district other than that in which the judgment was given, the messenger of the court of the latter district shall forward the writ to the messenger of the court of the district in which the said property is situate, who shall, after obtaining the endorsement of a judicial officer thereon, as provided by section *four* (2) of the Act, proceed to attach the property in the manner provided in this rule.

(6) The messenger shall appoint a day and place for the sale of such property, such day being, except by special leave of the court, not less than one month after service of the notice of attachment; and he shall cause the sale to be advertised at least twice in the Gazette and in some local or other newspaper circulating in the district by an advertisement containing a short description of such property and its situation, the time and place for the holding of the sale and the material conditions thereof.

(7) The conditions of sale shall be prepared and delivered by the execution creditor but any interested party may bring them before a judicial officer to be settled by him on application made not more than four days after a copy of such conditions shall have been delivered.

(8) The execution creditor may appoint the conveyancer for the purposes of sale and transfer.

(9) (*a*) The execution creditor or any person having an interest in the due and proper realisation of such property may, by notice given to the messenger within fourteen days after attachment, but subject to the provisions hereinafter contained, require that such property shall be sold by an auctioneer in the ordinary course of business; and may in such notice nominate the auctioneer to be employed.

(*b*) Where such notice is given by any person other than the execution creditor, such notice shall be accompanied by the deposit of a sum sufficient to cover the additional expense of sale by an auctioneer in the ordinary course of business, and in default of such a deposit such notice shall be void, and such notice shall lapse if in fact the services of an

(12) Indien die bode, nadat die vonnisskuldeiser se eis en koste vereffen is, 'n saldo oor het, moet hy dit aan die vonnisskuldenaar betaal as hy te vind is; anders moet hy so'n saldo geregtelik inbetaal.

39. Wanneer die goedere waarop beslag gelê is 'n huurkontrak is, 'n wissel, promesse, akte van verband of ander sekerheid vir die betaling van geld—

(i) is die beslaglegging nie voltooi nie alvorens aan die verhuurder, huurder of die persoon wat ingevolge die wissel of ander sekerheid, na gelang van die geval, aanspreeklik is, kennis gegee is;

(ii) is die beslaglegging nie geldig nie tensy en totdat die betrokke stuk deur die bode in besit geneem is en, in die geval van 'n geregistreerde huurkontrak, aan die betrokke registrateur van aktes kennis gegee is.

(2) Wanneer die roerende goed waarop beslaglegging verlang word, bestaan uit die belang van die eksekusieskuldenaar in goedere wat onder opskortende voorwaarde aan of deur 'n derde persoon verpand, verhuur of verkoop is.

(*a*) word beslaglegging bewerkstellig deur diening deur die bode op die eksekusieskuldenaar en op die derde persoon van 'n kennisgewing van die beslaglegging, tesame met 'n afskrif van die lasbrief vir eksekusie en word sodanige diening bewerkstellig asof daardie kennisgewing 'n dagvaarding was;

(*b*) kan die bode, by vertoning van die oorspronklike lasbrief vir eksekusie aan die pandhouer, verhuurder, huurder, koper of verkoper die perseel waar die goed is betree en 'n inventaris en waardasie van sodanige goed opstel.

(3) Die beslaglegging op goedere kragtens artikel *twee-en-dertig* van die Wet geskied *mutatis mutandis* op dieselfde wyse as 'n eksekutoriale beslaglegging.

EKSEKUSIE TEEN ONROERENDE GOED.

40. (1) Die lasbrief vir eksekusie teen onroerende goed moet die ligging en die aard van die onroerende goed waarop beslaglegging verlang word sodanig noukeurig omskryf dat dit aangewys kan word.

(2) Beslaglegging op onroerende goed geskied by wyse van kennisgewing gedien deur die bode (op 'n soortgelyke wyse as 'n dagvaarding) tesame met 'n afskrif van die lasbrief vir eksekusie, op die eksekusieskuldenaar as eienaar van die goed, op die Registrateur van Aktes of ander amptenaar belas met die registrasie van die onroerende goed en op al die geregistreerde houers van verbande wat geregistreer is teen die goed waarop beslag gelê word en ook, as iemand anders as die eksekusieskuldenaar die goed bewoon, op so'n bewoner, en op die plaaslike bestuur in wie se gebied die goed geleë is.

(3) Na beslaglegging moet die bode nagaan en aanteken of genoemde goed onderworpe is aan enige eis met voorrang bo dié van die eksekusieskuldeiser. Hy moet vervolgens die vonnisskuldeiser in kennis stel van die bestaan van enige sodanige eis ten einde laasgenoemde in staat te stel om ooreenkomstig sub-artikel (2) van artikel *ses-en-sestig* van die Wet kennis te gee.

(4) Die bode kan by kennisgewing, gedien op soortgelyke wyse as 'n dagvaarding, die eksekusieskuldenaar aansê om onverwyld alle dokumente in sy besit of onder sy beheer wat op enige wyse op sy reg op die goed betrekking het, aan hom af te gee.

(5) Wanneer genoemde goed in 'n ander distrik as dié waarin die vonnis gevel is, geleë is, moet die geregsbode van laasgenoemde distrik die lasbrief deurstuur aan die geregsbode van die hof van die distrik waarin die goed geleë is en laasgenoemde moet, nadat hy die endossement van 'n regterlike amptenaar volgens voorskrif van artikel *vier* (2) van die Wet verkry het, stappe doen om ooreenkomstig hierdie reël beslag te lê op die goed.

(6) Die bode moet 'n dag en plek vir die verkoop van die goed bepaal en so'n dag moet, behalwe met spesiale verlof van die hof, nie vasgestel word vir 'n vroeër datum as een maand nadat die kennisgewing van beslaglegging gedien is nie; en hy moet die verkoop minstens twee maal in die *Staatskoerant* en in 'n plaaslike of ander nuusblad wat in die distrik in omloop is bekendmaak deur 'n aankondiging wat 'n kort beskrywing bevat van die goed, die ligging daarvan, die tyd en plek van verkoop en die vernaamste verkoopsvoorwaardes.

(7) Die verkoopsvoorwaardes moet deur die eksekusieskuldeiser opgestel en ingelewer word, maar enige belanghebbende party kan hulle aan 'n regterlike amptenaar voorlê om deur hom vasgestel te word op aansoek gedoen nie later as vier dae nadat 'n afskrif van die voorwaardes ingelewer is.

(8) Die eksekusieskuldeiser is geregtig om die transportuitmaker vir doeleindes van die verkoop en transport te benoem.

(9) (*a*) Die eksekusieskuldeiser of enigeen wat by die behoorlike tegeldemaking van die goed belang het, kan hy kennisgewing aan die bode binne 14 dae na beslaglegging, maar met inagneming van onderstaande bepalings, eis dat die goed deur 'n afslaer in die gewone loop van besigheid verkoop word en kan in so'n kennisgewing die afslaer benoem.

(*b*) Indien iemand anders as die eksekusieskuldeiser aldus kennis gee, moet die kennisgewing vergesel gaan van 'n voldoende geldstorting om die verdere onkoste van 'n verkoop deur 'n afslaer in die gewone loop van besigheid te dek en by gebreke van so'n storting is die kennisgewing nietig. Die kennisgewing verval ook as die dienste van 'n afslaer inderdaad nie verkrygbaar is nie. Is daar na vol-

auctioneer are not obtainable. If after satisfying the execution creditor there are surplus proceeds of such property, such deposit shall be returned to the depositor, but if there is not such a surplus such deposit shall, as far as may be necessary, be applied in payment of the auctioneer's fees and expenses.

(*c*) If two or more such notices are given, the first shall have the preference.

(10) The sale shall be by public auction without reserve and the property shall, subject to the provisions of sub-section (2) of section *sixty-six* of the Act and to the other conditions of sale, be sold to the highest bidder.

(11) The sale shall be held in front of the court house of the district and in the presence of a judicial officer or such person as he may appoint, whose certificate that such sale was duly and properly conducted and of the name of the execution debtor and of the purchaser and of the amount of the purchase price shall be conclusive evidence thereof: Provided that when the sale is in execution of a judgment of a periodical court, the judicial officer may authorise that the sale be held before the court house in the presence of such person as he may appoint.

(12) Where the said property is situate in a district other than that in which the judgment was given, the sale of the said property shall be effected by the messenger of the court of the district in which it is situate in the manner provided by this rule.

(13) Upon receipt of the certificate referred to in sub-rule (11) the messenger shall give transfer to the purchaser against payment of the purchase money and upon performance of the conditions of sale and may for that purpose do anything necessary to effect registration of transfer, and anything so done by him shall be as valid and effectual as if he were the owner of the property

(14) (*a*) The messenger shall not pay out the purchase money until transfer has been given to the purchaser. The messenger shall forthwith pay into court all monies received by him in respect of the purchase price.

(*b*) The messenger shall immediately after the sale, prepare in order of preference as hereinafter provided in this rule, a plan of distribution of the purchase money received. The plan shall lie in his office for inspection of persons having an interest therein (unless they shall signify in writing their agreement to the said plan) for a period of fourteen days.

A copy of such plan shall be lodged with the clerk of the court.

(*c*) After deduction from the purchase money of the costs of execution, the following shall be the order of preference:—

(i) the claims of any creditors ranking in priority to the judgment creditor in their legal order of preference;

(ii) the claims of the judgment creditor to the extent of his judgment plus costs;

(iii) the claims of other creditors secured in respect of that property in their legal order of preference.

(*d*) Any person having an interest in such plan and objecting thereto shall, within fourteen days, give notice in writing to the messenger, clerk of the court and all other persons having an interest therein of the particulars of his objection and may bring such plan before the court for review.

(*e*) Such review shall be on four days notice to the persons mentioned in paragraph (*d*).

(*f*) The court, on review, may hear and determine the matter in dispute in a summary way and may thereafter amend or confirm the plan of distribution or may make such order as may be just.

(*g*) If—

(i) no objection be lodged to such plan; or

(ii) the persons having an interest signify their concurrence therewith; or

(iii) the plan is confirmed on review,

the clerk of the court shall, on production of evidence that transfer has been given to the purchaser, pay to the messenger the amount paid into court under paragraph (*a*).

(*h*) When the messenger has received such amount from the clerk of the court, he shall pay it out in accordance with the plan of distribution and any surplus shall, subject to section *seventy-one* of the Act, be paid to the judgment debtor, if he can be found, and if he cannot be found, into court.

(15) The messenger shall when endorsing on or annexing to the warrant the result of the execution required by sub-rule (4) of rule 3, show also the disposal of the amount recovered by him, supported by the receipts of the judgment creditor and of the person entitled to the balance, if any.

INTERPLEADER.

41. (1) Relief by way of interpleader may be granted—

(i) where the person seeking relief (in this rule called "the applicant") is under any liability for any debt, money or movable property, for or in respect of which he is or expects to be sued by two or more parties (in this rule called "the claimants") making adverse claims thereto;

(ii) where the applicant is the messenger of the court and claim is made to any property attached by him in

doening van die eis van die eksekusieskuldeiser 'n oorskot uit die opbrings van die goed, word die gestorte bedrag terugbetaal aan die persoon wat dit gestort het, maar as daar nie so'n oorskot is nie, word so'n bedrag vir sover nodig aangewend vir die betaling van die afslaersgelde en die koste.

(*c*) In die geval van twee of meer sulke kennisgewings het die eerste voorkeur.

(10) Die verkoop geskied by wyse van openbare veiling sonder voorbehoud en, onderworpe aan die bepalings van subartikel (2) van artikel *ses-en-sestig* van die Wet en aan die ander verkoopsvoorwaardes, word die goed op die hoogste bieër toegeslaan.

(11) Die verkoop vind plaas voor die hofgebou van die distrik en in die teenwoordigheid van 'n regterlike amptenaar of van iemand wat hy mag benoem, en sy sertifikaat dat die verkoop behoorlik gehou is en betreffende die naam van die eksekusieskuldenaar, van die koper en die bedrag van die koopsom is afdoende bewys daarvan: met dien verstande dat indien die verkoop ter tenuitvoerlegging van 'n vonnis van 'n periodieke hof is, die regterlike amptenaar magtiging kan verleen dat die verkoop plaasvind voor die hofgebou in die teenwoordigheid van iemand wat hy benoem het.

(12) Wanneer genoemde goed in 'n ander distrik as dié waarin die vonnis gevel is, geleë is, word dit deur die bode van die distrik waarin dit geleë is volgens voorskrif van hierdie reël verkoop.

(13) By ontvangs van die sertifikaat vermeld in subreël (11), gee die bode transport aan die koper teen betaling van die koopsom en by nakoming van die verkoopsvoorwaardes en kan hy vir die doel alle handelinge verrig wat nodig is om die registrasie van die transport te bewerkstellig, en 'n handeling aldus deur hom verrig word beskou ewe geldig en doeltreffend te wees asof hy die eienaar van die goed was.

(14) (*a*) Voor en aleer die koper transport van die goed ontvang het, betaal die bode nie die koopsom uit nie. Die bode moet onverwyld alle gelde wat hy ten opsigte van die koopprys ontvang het geregtelik inbetaal.

(*b*) Onmiddellik na die verkoop moet die bode in orde van voorrang soos hierna in hierdie reël bepaal 'n staat opstel waarvolgens die koopsom wat ontvang is gedistribueer moet word. Die staat moet in sy kantoor lê vir insae deur persone wat daarby belang het (tensy hulle skriftelik te kenne gee dat hulle met voornoemde staat instem) vir 'n tydperk van 14 dae.

'n Afskrif van voornoemde staat moet by die klerk van die hof ingedien word.

(*c*) Nadat die eksekusiekoste van die koopsom afgetrek is, is die orde van voorrang as volg—

(i) Die eise van enige skuldeisers wat voorkeur het bo die vonnisskuldeiser in hul wetlike voorrangsorde;

(ii) die eise van die vonnisskuldeiser in soverre hy daarvoor vonnis verkry het, plus koste;

(iii) Die eise van ander skuldeisers, waarvan die betaling ten opsigte van daardie goed gedek is, in hul wetlike voorrangsorde.

(*d*) Enigeen wat by so'n staat belang het en beswaar daarteen maak, moet binne 14 dae skriftelik aan die bode, klerk van die hof en alle ander belanghebbendes kennis gee van die besonderhede van sy beswaar en kan so'n staat aan die hof vir hersiening voorlê.

(*e*) Sodanige hersiening geskied met 4 dae kennisgewing aan die persone vermeld in paragraaf (*d*).

(*f*) By hersiening kan die hof die saak in geskil summier verhoor en beslis en kan dan die distribusiestaat wysig of bekragtig of sodanige bevel gee as wat billik mag wees.

(*g*) Indien—

(i) geen beswaar teen so'n staat ingedien word nie; of

(ii) die persone wat daarby belang het hul instemming daarmee betuig; of

(iii) die staat by hersiening bekragtig word, moet die klerk van die hof by voorlegging van bewys dat transport aan die koper gegee is, die bedrag wat ingevolge paragraaf (*a*) geregtelik inbetaal is, aan die bode betaal.

(*h*) Wanneer die bode sodanige bedrag vanuit die klerk van die hof ontvang het, moet hy dit volgens die distribusiestaat uitbetaal en behoudens die bepalings van artikel *een-en-sewentig* van die Wet moet enige oorskot aan die vonnisskuld naar betaal word indien hy gevind kan word, en as hy nie gevind kan word nie, moet die oorskot geregtelik inbetaal word.

(15) Wanneer die bode ooreenkomstig subreël (4) van reël 3 die uitslag van die eksekusie op die lasbrief endosseer of daarby aanheg moet hy ook vermeld hoe oor die bedrag wat hy ingevorder het beskik is en sy opgawe staaf met die kwitansies van die vonnisskuldeiser en van die persoon wat op die saldo, as daar een is, geregtig is.

TUSSENPLEITGEDING.

41. (1) Verligting kan by wyse van 'n tussenpleitgeding verleen word—

(i) waar op die persoon wat om verligting aansoek doen (in hierdie reël die applikant genoem) 'n verpligting rus ter sake van enige skuld, geld of roerende goed, waarvoor of ten opsigte waarvan hy gedagvaar is of verwag om gedagvaar te word, deur twee of meer partye (in hierdie reël die eisers genoem) wat teenstrydige aansprake daarop maak;

(ii) waar die geregsbode die applikant is en die goed waarop hy kragtens 'n geregtelike prosesstuk vir eksekusie

execution under any process of the court, or to the proceeds or value of any such property, by any person other than the person against whom the process issued, and the execution creditor has not after notice admitted the claim in manner provided by sub-rule (5) of rule 36;

(iii) when the execution creditor has not admitted the claim as provided in sub-rule (5) of rule 36, within two days after he has notice thereof, the messenger shall forthwith prepare and sue out a summons in the form No. 40.

(2) An applicant other than the messenger shall annex to the summons sued out in terms of sub-rule (3) an affidavit setting out—

(i) that he claims no interest in the subject matter in dispute other than for charges or costs; and

(ii) that he does not collude with any of the claimants; and

(iii) that he is willing to pay or transfer the subject matter into court or dispose of it as the court may direct.

(3) (*a*) The applicant may take out a summons calling upon the claimants to appear and state the nature and particulars of their claims, and either to maintain or relinquish them.

(*b*) When the applicant is the messenger the clerk of the court shall sign and issue the interpleader summons without fee, but when the judgment is delivered, the court shall direct which party shall pay the fee, and such party shall thereupon pay to the clerk of the court the appropriate fee provided in item 1 (1) (*a*) or (*b*) or Table D.

(4) If a claimant does not appear in pursuance of the summons or having appeared neglects or refuses to comply with any order made after his appearance, the court may make an order declaring him and all persons thereafter claiming under him barred against the applicant; but the order shall not affect the rights of the claimants between themselves.

(5) If one or more claimants appear in pursuance of the summons, the court may—

(i) order any such claimant to state, orally or in writing on oath or otherwise, as to the court may seem expedient, the nature and particulars of his claim;

(ii) order that the matters in issue shall be tried on a day to be appointed for that purpose;

(iii) order which of the claimants shall be plaintiff and which defendant for the purpose of trial; or

(iv) try the matters in dispute in a summary manner.

(6) Where the matters in issue are tried, whether summarily or otherwise, the provisions of rule 28 as to the trial of an action shall mutatis mutandis apply.

(7) The court may, in and for the purpose of any interpleader proceedings, make all such orders as to any additional expenses of execution occasioned by the claim as may be just, and may make such order as may be just as to the payment of costs incurred by the applicant.

ENQUIRY INTO FINANCIAL POSITION OF DEBTOR.

42. (1) When the judgment referred to in sub-section (1) of section *sixty-five* of the Act has been given in any court other than the court of the district in which the application is being made, the clerk of the court shall not issue the notice until there is lodged with him a copy of the judgment of such other court duly certified by the clerk of such court.

(2) The warrant referred to in sub-section (7) of section *sixty-five* of the Act shall be prepared by the judgment creditor and signed by the clerk of the court. No fees shall be claimable as between party and party by the judgment creditor for the prepration and issue of such order unless the court shall find that the defendant wilfully absented himself from the hearing.

(3) The court may at the request of the judgment creditor or for good cause stay the execution of any warrant issued under sub-rule (2).

(4) No costs as between party and party shall be recoverable in respect of any proceedings under section *sixty-five* of the Act unless the court finds that the debtor has executable property or that he is in a position to pay the judgment in full at once or by instalments, and if the last, that he has not, previous to the proceedings, made an offer to pay by instalments, which the court finds reasonable in all the circumstances.

ATTACHMENT OF A DEBT BY GARNISHEE ORDER.

43. (1) An application for an attachment of a debt shall be made on notice to the judgment debtor and to the garnishee supported by an affidavit setting out—

(i) that the applicant has obtained judgment against the judgment debtor in a magistrate's court, that the said judgment does not arise out of any of the provisions referred to in section *eighteen* of the Hire-Purchase Act, No. 36 of 1942, and that the said section *eighteen* is not applicable;

(ii) that such judgment is still unsatisfied, naming the amounts still payable thereunder;

(iii) that no order under section *seventy-four* of the Act has been made, or if such an order has been made that the same has not been complied with;

(iv) that the garnishee resides, carries on business or is employed within the district;

beslag lê of die opbrings of waarde van daardie goed deur iemand anders as die persoon teen wie die prosesstuk uitgereik is, geëis word, en die eksekusieskuldeiser nie na kennisgewing volgens voorskrif van subreël (5) van reël 36 die eis erken het nie;

(iii) wanneer die eksekusieskuldeiser nie volgens voorskrif van subreël (5) van reël 36 binne 2 dae nadat hy kennis daarvan ontvang het, die eis erken het nie, moet die bode onverwyld 'n dagvaarding volgens vorm No. 40 opstel en uitneem

(2) 'n Ander applikant as die bode moet aan die dagvaarding wat ooreenkomstig subreël (3) uitgeneem is, 'n beëdigde verklaring heg waarin verklaar word—

(i) dat hy nie aanspraak maak op enige belang in die voorwerp waaroor dit gaan nie, behalwe wat betref koste; en

(ii) dat hy nie met enigeen van die eisers saamspan nie; en

(iii) dat hy bereid is om die voorwerp geregtelik in te betaal of oor te dra of ooreenkomstig die voorskrif van die hof daaroor te beskik.

(3) (*a*) Die applikant kan by dagvaarding die eisers oproep om te verskyn en die aard en besonderhede van hulle eise uit een te sit en die eise of te verdedig of prys te gee.

(*b*) Wanneer die applikant die bode is, moet die klerk van die hof die tussenpleitdagvaarding onderteken en gratis uitreik, maar wanneer vonnis gevel word, gelas die hof watter party die gelde moet betaal en daardie party moet vervolgens die toepaslike gelde wat in item 1 (1) (*a*) of (*b*) of Tabel D voorgeskryf is, aan die klerk van die hof betaal.

(4) Indien 'n eiser nie ingevolge die dagvaarding verskyn nie of nadat hy verskyn het versuim of weier om aan enige bevel wat na sy verskyning gegee is, te voldoen, kan die hof 'n bevel gee wat hom, sowel as sy regopvolgers, van die eis teen die applikant uitsluit; so 'n bevel maak egter geen inbreuk op die onderlinge regte van die eisers nie.

(5) Wanneer een of meer eisers ingevolge die dagvaarding verskyn, kan die hof—

(i) enige sodanige eiser gelas om mondelings of skriftelik onder eed of andersins, of na die hof wenslik ag, die aard en besonderhede van sy eis uiteen te sit;

(ii) gelas dat die geskilpunte verhoor word op 'n dag wat daarvoor bepaal word;

(iii) gelas wie van die eisers by die verhoor as eiser en wie as verweerder moet optree; of

(iv) die geskilpunte summier verhoor.

(6) Wanneer die geskilpunte verhoor word, hetsy summier of andersins, is die bepalings van reël 28 betreffende die verhoor van 'n aksie *mutatis mutandis* van toepassing.

(7) By en vir doeleindes van 'n tussenpleitgeding kan die hof al sulke bevele gee betreffende verdere eksekusiekoste wat deur die eis meegebring is as wat billik mag wees, asook 'n billike bevel betreffende die betaling van koste wat deur die applikant aangegaan is.

ONDERSOEK NA GELDELIKE TOESTAND VAN SKULDENAAR.

42 (1) Wanneer die vonnis waarna in subartikel (1) van artikel *vyf-en-sestig* van die Wet verwys word, gevel is in 'n ander hof as dié van die distrik waarin die aansoek gedoen word moet die klerk van die hof nie dié kennisgewing uitreik nie voordat 'n afskrif van die vonnis van so'n ander hof, wat behoorlik deur die klerk van daardie hof gewaarmerk is, by hom ingedien is.

(2) Die lasbrief waarna in subartikel (7) van artikel *vyf-en-sestig* van die Wet verwys word, moet deur die vonnisskuldeiser opgestel en deur die klerk van die hof onderteken word. Geen gelde tussen party en party kan deur die vonnisskuldeiser vir die opstel en uitreiking van so'n bevel gevorder word nie tensy die hof bevind dat die verweerder opsetlik van die verhoor weggebly het.

(3) Op versoek van die vonnisskuldeiser en om 'n gegronde rede kan die hof die tenuitvoerligging van enige lasbrief wat ingevolge subreël (2) uitgereik is, opskort.

(4) Geen koste tussen party en party is ten opsigte van enige verrigtinge ingevolge artikel *vyf-en-sestig* van die Wet verhaalbaar nie tensy die hof bevind dat die skuldenaar goedere het wat vir eksekusie vatbaar is of dat hy in die vermoë is om die vonnis dadelik ten volle of in paaiemente te betaal en, indien laasgenoemde die geval is, dat hy nie, voor die verrigtinge, 'n aanbod om in paaiemente te betaal, wat die hof redelik in al die omstandighede vind, gemaak het nie.

BESLAGLEGGING OP 'N SKULD DEUR SKULDBESLAGORDER.

43. (1) 'n Aansoek om beslaglegging op skuld word gedoen by kennisgewing aan die vonnisskuldenaar en die beslagskuldenaar, gesteun deur 'n beëdigde verklaring waarin vermeld word—

(i) dat die applikant in 'n magistraatshof vonnis teen die vonnisskuldenaar verkry het, dat so'n vonnis nie ontstaan uit die bepalings waarna in artikel *agtien* van die Wet op Huurkoop, No. 36 van 1942, verwys word en dat voornoemde artikel *agtien* nie van toepassing is nie;

(ii) dat die vonnis nog onvoldaan is, met vermelding van die bedrae wat nog daaronder betaalbaar is;

(iii) dat geen bevel kragtens artikel *vier-en-sewentig* van die Wet gegee is nie, of indien so'n bevel wel gegee is, dat nie daaraan voldoen is nie;

(iv) dat die beslagskuldenaar in die distrik woonagtig is, daarin besigheid dryf of daarin werksaam is;

(v) that the garnishee is or will be indebted to the judgment debtor; and

(vi) that sufficient means will, after satisfaction of the order, be left to the judgment debtor to maintain himself and those dependent on him.

(2) Unless the judgment was obtained in the court in which the application is made, a certified copy of such judgment shall be annexed to the affidavit.

(3) If in open court the judgment debtor admits sufficient of the facts set out in sub-rule (1) of this rule to warrant an attachment being granted, such admissions shall be recorded and application for a garnishee order may be made orally without an affidavit.

(4) Upon such application the court may require such further evidence as it shall see fit.

(5) Upon such application the court may order the garnishee to pay to the messenger so much of the debt at present or in future owing and accruing from him to the debtor as may be sufficient to satisfy the said judgment together with the costs of the garnishee proceedings (including the costs of service) or failing such payment to appear before the court on a day to be named in the said order and show cause why he should not pay such debt.

(6) The clerk of the court shall note upon the face of such order the day and hour at which it was made.

(7) Such order shall be served upon the garnishee and upon the judgment debtor and shall operate as an attachment of the said debt in the hands of the garnishee.

(8) The judgment debtor shall appear on the day fixed for the hearing of the application but may not question the correctness of the judgment on which the application is based.

(9) If the garnishee does not dispute his indebtedness to the debtor, or allege that he has a set-off against the debtor, or that the debt sought to be attached belongs to or is subject to a claim by some other person, or if he shall not appear to show cause as mentioned in sub-rule (5), the court may order the garnishee to pay the debt (or such portion of it as the court may determine) to the messenger of the court on the dates set out in the said order; and should the garnishee make default, execution for the amount so ordered and costs of the said execution may be issued against the garnishee. Such execution shall be as nearly as possible in accordance with the provisions of rules 34 to 40.

(10) If the garnishee disputes his liability to pay the said debt or alleges that he has any other defence, set off or claim in reconvention which would be available to him if he were sued for the said debt by the judgment debtor, the court may order the garnishee to state, orally or in writing, on oath or otherwise, as to the court may seem expedient, the particulars of the said debt and of his defence thereto and may either hear and determine the matters in dispute in a summary way or may order—

(i) that the matters in issue shall be tried under the ordinary procedure of the court; and

(ii) that, for the purpose of such trial, the judgment creditor shall be plaintitff and the garnishee defendant or vice versa.

(11) If the garnishee alleges that the said debt belongs to or is subject to a claim by some other person, the court may order such other person to appear and state the nature and particulars of his claim and either to maintain or relinquish it and may deal with the matter as if the judgment creditor and such other person were claimants in interpleader under rule 41.

(12) If the judgment debtor alleges that the judgment has been satisfied or is for some other reason not operative against him, or that the garnishee is not indebted to him, the court may try the issue summarily.

(13) After hearing the parties or such of them as appear, the court may—

(*a*) order payment by the garnishee in terms of sub-rule (5);

(*b*) declare the claims of any person to the debt attached to be barred;

(*c*) dismiss the application;

(*d*) make such other order as may be just.

ATTACHMENT OF EMOLUMENTS BY GARNISHEE ORDER.

44. (1) Application for the attachment of emoluments shall be on notice to the judgment debtor and the garnishee. Such notice shall operate as an attachment of the emoluments in the hands of the garnishee.

(2) The notice shall set forth the particulars specified in paragraphs (i), (ii), (iii), (iv) and (vi) of sub-rule (1) of rule 43, and in addition that emoluments are, or will in future be owing or accruing to the judgment debtor by the garnishee.

(3) At the hearing of the application the court may, subject to the provisions of section *seventy-two* of the Act, order the garnishee to pay to the messenger out of emoluments accruing to the judgment debtor such sums at such future times as it may direct.

(v) dat die beslagskuldenaar by die vonnisskuldenaar in die skuld staan of sal staan; en

(vi) dat die vonnisskuldenaar, nadat aan die bevel voldoen is, genoeg middele sal hê om homself en sy afhanklikes te onderhou.

(2) Tensy die vonnis verkry is in die hof waarin die aansoek gedoen is, moet 'n gewaarmerkte afskrif van sodanige vonnis aan die beëdigde verklaring geheg word.

(3) Indien die vonnisskuldenaar in die ope hof voldoende van die feite aangegee in subreël (1) van hierdie reël erken om te regverdig dat 'n beslaglegging toegestaan word, moet sulke erkennings genotuleer en kan mondelings sonder beëdigde verklaring om 'n skuldbeslagorder aansoek gedoen word.

(4) Op so'n aansoek kan die hof sodanige verdere bewys verlang as wat hy goed dink.

(5) Op so'n aansoek kan die hof die beslagskuldenaar beveel om soveel van die skuld wat dan of in die toekoms deur hom verskuldig is of van hom toekom aan die skuldenaar, aan die bode te betaal as wat voldoende mag wees om genoemde vonnis, tesame met die koste van die skuldbeslagproses, met inbegrip van die dieningskoste, te dek, of om, by gebreke van sodanige betaling op 'n dag wat in genoemde bevel bepaal moet word voor die hof te verskyn en gronde aan te voer waarom hy voornoemde skuld nie sou betaal nie.

(6) Die klerk van die hof moet op die voorkant van so'n bevel, die dag en uur waarop dit toegestaan is, aanteken.

(7) So'n bevel moet op die beslagskuldenaar, asook op die vonnisskuldenaar, gedien word en het die uitwerking van 'n beslaglegging op gemelde skuld in hande van die beslagskuldenaar.

(8) Die vonnisskuldenaar moet op die dag wat vir die verhoor van die aansoek vasgestel is, verskyn, maar mag nie die juistheid van die vonnis waarop die aansoek berus in twyfel trek nie.

(9) Indien die beslagskuldenaar dit nie betwis dat die skuld deur hom aan die skuldenaar verskuldig is nie of nie beweer dat skuldvergelyking tussen hom en die skuldenaar plaasgevind het nie, of dat die skuld waarop beslaglegging verlang word, behoort aan of onderworpe is aan 'n eis deur iemand anders nie of indien die beslagskuldenaar nie verskyn om gronde aan te voer soos vermeld in subreël (5) nie, kan die hof die beslagskuldenaar beveel om die skuld (of so'n gedeelte daarvan as wat die hof bepaal) aan die geregsbode te betaal op die datums wat in voornoemde bevel aangegee is, en indien die beslagskuldenaar versuim om sulks te doen, kan 'n lasbrief vir eksekusie vir die bedrag wat aldus beveel is en die koste van die eksekusie teen die beslagskuldenaar uitgereik word. So'n eksekusie moet so na moontlik geskied ooreenkomstig die bepalings van reëls 34 tot 40.

(10) Betwis die beslagskuldenaar sy verpligting om die skuld te betaal of beweer hy dat hy 'n ander verweer, skuldvergelyking of eis in rekonvensie kan opwerp waarop hy hom sou kon beroep het as hy deur die vonnisskuldenaar vir genoemde skuld gedagvaar was, kan die hof die beslagskuldebeveel om mondelings of skriftelik, onder eed of andersins, al na die hof wenslik ag, die besonderhede van sodanige skuld en van sy verweer daarteen voor te lê en kan óf die geskilpunte summier verhoor en beslis, óf beveel—

(i) dat die geskilpunte volgens die gewone prosedure van die hof verhoor word; en,

(ii) dat vir doeleindes van so'n verhoor die vonnisskuldeiser as eiser moet optree en die beslagskuldenaar as verweerder, of ongekeerd.

(11) Indien die beslagskuldenaar beweer dat genoemde skuld behoort aan of onderworpe is aan 'n eis deur 'n ander persoon kan die hof so'n persoon gelas om te verskyn en die aard en besonderhede van sy eis voor te lê en dit óf te verdedig óf prys te gee en kan die saak behandel asof die vonnisskuldeiser en sodanige ander persoon eisers is in 'n tussenpleitgeding ingevolge reël 41.

(12) Indien die vonnisskuldenaar beweer dat aan die vonnis voldoen is of dat dit om 'n ander rede nie van krag teen hom is nie, of dat die beslagskuldenaar nie by hom in die skuld staan nie, kan die hof die geskilpunte summier verhoor.

(13) Nadat die hof die partye of dié van hulle wat verskyn, gehoor het, kan hy—

(*a*) betaling deur die beslagskuldenaar ooreenkomstig subreël (5) beveel;

(*b*) die aanspraak van enige persoon op die skuld onder beslag as vervalle verklaar;

(*c*) die aansoek afwys;

(*d*) so'n ander bevel gee as wat billik mag wees.

BESLAGLEGGING OP BESOLDIGING DEUR SKULDBESLAGORDER.

44. (1) Aansoek om beslaglegging op besoldiging word gedoen by kennisgewing aan die vonnisskuldenaar en die beslagskuldenaar. So 'n kennisgewing het die krag van 'n beslaglegging op die besoldiging wat in die hande van die beslagskuldenaar is.

(2) Die kennisgewing moet die besonderhede wat in paragrawe (i), (ii), (iii), (iv) en (vi) van subreël (1) van reël 43 uiteengesit is, aangee, en daarbenewens dat besoldiging dan of in die toekoms deur die beslagskuldenaar verskuldig is of van hom toekom aan die vonnisskuldenaar.

(3) By die verhoor van die aansoek kan die hof, met inagneming van die bepalings van artikel *twee-en-sewentig* van die Wet, beveel dat die beslagskuldenaar uit die besoldiging wat aan die vonnisskuldenaar toekom, sodanige bedrae op sodanige toekomstige datums as wat die hof mag gelas aan die bode betaal.

(4) If the garnishee fail to pay to the messenger the sums of money at the times specified in such order, the judgment creditor may, on notice to the garnishee, make application for an order that execution issue against the garnishee. The provisions of sub-rules (10) and (11) of rule 43 shall *mutatis mutandis* apply to such application.

(5) After hearing the parties the court may—

(i) dismiss the application;

(ii) order that execution issue against the garnishee in respect of any sums payable and unpaid and of any costs ordered to be paid by him;

(iii) order that the costs of the application be paid by either party;

(iv) postpone the application in terms of sub-section (7) of section *seventy-two* of the Act;

(v) make such other order as may be just.

ADMINISTRATION ORDERS.

45 (1) Should the administrator be a government official the remuneration referred to in sub-section (11) of section *seventy-four* of the Act shall accrue to the State.

(2) All proceedings under the said section shall be in chambers.

(3) Proceedings for the suspension variation or rescission of an administration order may be instituted by any interested party on application.

REVIEW OF JUDGMENTS AND ORDERS.

46. (1) Any party to an action in which a default judgment is given may within one month after such judgment has come to the knowledge of the party against whom it is given apply to the court to rescind or vary such judgment.

(2) Every such application shall be on affidavit which shall set forth shortly the reasons why the applicant did not appear and the grounds of defence to the action or proceeding in which the judgment was given or of objection to the judgment.

(3) Save where leave has been given to defend as a pro Deo litigant under rule 7, no such application shall be set down for hearing until the applicant has paid into court, to abide the directions of the court, the amount of the costs awarded against him under such judgment and also the sum of two pounds as security for the costs of the application:

Provided that the judgment creditor may by consent in writing lodged with the clerk of the court waive compliance with this requirement.

(4) Unless the applicant proves the contrary, it shall be presumed that he had knowledge of such judgment within two days after the date thereof.

(5) The court may on hearing of any such application, unless it is proved that the applicant was in wilful default and if good cause be shewn rescind or vary the judgment in question and may give such directions and extensions of time as may be necessary in regard to the further conduct of the action or application.

(6) The court may also make such order as may be just in regard to moneys paid into court by the applicant.

(7) If such application is dismissed, the default judgment shall become a final judgment.

(8) This rule shall mutatis mutandis govern all proceedings for the rescission or variation of any judgment by the court in the exercise of the jurisdiction conferred by section *thirty-six* of the Act.

(9) Where rescission or variation of a judgment is sought on the ground of invalidity, fraud or mistake, application may be made not later than one year after the applicant first had knowledge of such invalidity, fraud or mistake.

(10) Any judgment of the court may, on the application of any person affected thereby who was not a party to the action or matter, made within one month after he has knowledge thereof be so rescinded or varied by the court to the extent only to which such applicant is affected thereby.

(11) The provisions of sub-rules (1) to (7) shall mutatis mutandis apply to any such application.

APPEALS IN CIVIL CASES.

47. (1) Upon a request in writing by any party within four days after judgment and before noting appeal and upon payment of such party of a fee of one pound, the judicial officer shall within ten days deliver to the clerk of the court a written judgment showing—

(i) the facts he found to be proved; and

(ii) his reasons for judgment.

(2) Such written judgment shall become part of the record.

(3) An appeal may be noted within twenty-one days after the date of the judgment appealed against or within fourteen days after the delivery to the clerk of the court by the judicial officer of a written judgment in terms of sub-rule (1) whichever period shall be the longer.

(4) An appeal shall be noted by the delivery of notice, and, unless the court of appeal shall otherwise direct, by giving security for the respondent's costs of appeal to the amount of twenty pounds:

Provided that no security shall be required from the State.

(5) A cross-appeal shall be noted by the delivery of notice within eight days after the delivery of the notice of appeal.

(4) Indien die beslagskuldenaar versuim om sodanige bedrae op die datums in die bevel genoem aan die bode te betaal, kan die vonnisskuldeiser, na kennisgewing aan die beslagskuldenaar, aansoek doen om 'n bevel dat 'n lasbrief vir eksekusie teen die beslagskuldenaar uitgereik word. Die bepalings van subreëls (10) en (11) van reël 43 is *mutatis mutandis* van toepassing op so'n aansoek.

(5) Nadat die hof die partye gehoor het kan hy—

(i) die aansoek afwys;

(ii) beveel dat 'n lasbrief vir eksekusie teen die beslagskuldenaar uitgereik word ten opsigte van enige bedrae wat deur hom betaalbaar en onbetaald is en van enige koste wat hy beveel is om te betaal;

(iii) beveel dat die koste van die aansoek deur die een of ander party betaal word;

(iv) die aansoek ooreenkomstig subartikel (7) van artikel *twee-en-sewentig* van die Wet uitstel;

(v) so'n ander bevel gee as wat billik mag wees.

ADMINISTRASIE-ORDERS.

45. (1) Indien die administrateur 'n staatsbeampte is, kom die besoldiging, waarna in subartikel (11) van artikel *vier-en-sewentig* van die Wet verwys word, die Staat toe.

(2) Alle verrigtinge ingevolge genoemde artikel moet in kamers geskied.

(3) Stappe vir die opskorting, wysiging of tenietdoening van 'n administrasie-order kan op aansoek deur enige belanghebbende party gedoen word.

HERSIENING VAN VONNISSE EN BEVELE.

46. (1) 'n Party in 'n aksie waarin vonnis by verstek gevel is, kan binne 'n maand nadat die party teen wie dit gevel is die vonnis te wete gekom het by die hof aansoek doen om die tenietdoening of wysiging daarvan.

(2) So'n aansoek geskied by wyse van 'n beëdigde verklaring waarin die redes vir nie-verskyning van die applikant en die gronde van verweer teen die aksie of proses in die loop waarvan die vonnis gevel is, of van beswaar teen die vonnis, kortliks uiteengesit word.

(3) Behalwe waar verlof verleen is om as 'n *pro deo* gedingvoerende party kragtens reël 7 te verdedig, word sodanige aansoek nie vir verhoor op die rol geplaas nie alvorens die applikant, in afwagting van die bevele van die hof, die koste waartoe hy deur die vonnis veroordeel is, asook die bedrag van £2 se sekerheidstelling vir die koste van die aansoek, geregtelik inbetaal het: met dien verstande dat die vonnisskuldeiser, deur skriftelike toestemming by die klerk van die hof ingedien, van hierdie vereiste kan afsien.

(4) Tensy die applikant teenbewys lewer, word vermoed dat hy kennis gedra het van genoemde vonnis binne 2 dae na die datum daarvan.

(5) Tensy bewys word dat die applikant opsetlik in gebreke gebly het en mits gegronde rede aangevoer word, kan die hof by die verhoor van so'n aansoek die betrokke vonnis te niet doen of wysig en sodanige bevele gee en uitstel verleen as wat nodig mag wees in verband met die verdere behandeling van die aksie of aansoek.

(6) Die hof kan ook sodanige bevel gee in verband met geld wat die applikant geregtelik inbetaal het as wat billik mag wees.

(7) Indien die aansoek afgewys word, word die vonnis by verstek 'n eindvonnis.

(8) Hierdie reël is *mutatis mutandis* van toepassing op alle verrigtinge vir die tenietdoening of wysiging van 'n vonnis deur de hof by die uitoefening van die regsbevoegdheid verleen by artikel *ses-en-dertig* van die Wet.

(9) Wanneer tenietdoening of wysiging van 'n vonnis op grond van ongeldigheid, bedrog of dwaling verlang word, kan aansoek daarom gedoen word hoogstens een jaar nadat die applikant vir die eerste keer die ongeldigheid of bedrog of dwaling te wete gekom het.

(10) 'n Vonnis van die hof kan op aansoek van iemand wat daardeur geraak word en nie 'n party in die aksie of saak was nie, gedoen binne 'n maand nadat hy die vonnis te wete gekom het, aldus deur die hof tenietgedoen of gewysig word alleen vir sover voornoemde applikant daardeur geraak word.

(11) Die bepalings van subreëls (1) tot (7) is *mutatis mutandis* op so'n aansoek van toepassing.

APPÈL IN SIVIELE SAKE.

47. (1) Op die skriftelike versoek van 'n party binne 4 dae na die vonnis en voordat appèl aangeteken word, en teen betaling deur so'n party van 'n bedrag van £1, moet die regterlike amptenaar binne 10 dae by die klerk van die hof 'n skriftelike vonnis inlewer waarin aangegee word:—

(i) die feite wat hy bevind het bewys te wees; en

(ii) sy redes vir die vonnis.

(2) So'n skriftelike vonnis maak deel uit van die stukke in die saak.

(3) 'n Appèl kan aangeteken word binne 21 dae na die datum van die vonnis waarteen geappelleer word of binne 14 dae nadat die regterlike amptenaar ooreenkomstig subreël (1) 'n skriftelike vonnis by die klerk van die hof ingelewer het, watter tydperk ook al die langste is.

(4) 'n Appèl word aangeteken deur inlewering van 'n kennisgewing, en tensy die hof van appèl anders gelas, deur sekerheidstelling vir die appèlkoste van die respondent ten bedrae van £20: met dien verstande dat geen sekerheid van die Staat vereis word nie.

(5) 'n Teenappèl word aangeteken deur inlewering van 'n kennisgewing binne 8 dae nadat kennisgewing van appèl ingelewer is.

(6) A notice of appeal or of cross-appeal shall state—

(i) whether the whole or part only of the judgment or order is appealed against and if part only then what part; and

(ii) the ground of appeal, specifying the findings of fact or rulings of law appealed against.

(7) The noting of an appeal or cross-appeal and the date thereof shall be recorded in the "remarks" column of the civil judgment book.

(8) (*a*) Upon the delivery of a notice of appeal the judicial officer shall within seven days deliver to the clerk of the court a statement in writing showing (so far as may be necessary having regard to any written judgment already delivered by him)—

(i) the facts he found to be proved;

(ii) the grounds upon which he arrived at any finding of fact specified in the notice of appeal as appealed against; and

(iii) his reasons for any ruling of law or for the admission or rejection of any evidence so specified as appealed against.

(*b*) Such statement shall become part of the record.

(*c*) The provisions of this rule shall also, so far as may be necessary, apply to a cross-appeal.

(9) The party noting appeal or cross-appeal shall prosecute the same within such time as may be prescribed by rule of the court of appeal and, in default of such prosecution, the appeal or cross-appeal shall be deemed to have lapsed, unless the court of appeal shall see fit to make an order to the contrary.

(10) The clerk of the court shall, within seven days after he receives notice that an appeal has been set down for hearing, transmit to the registrar of the court of appeal the record in the action duly certified.

(11) (*a*) A respondent desiring to abandon the whole or any part of a judgment appealed against may do so by the delivery of a notice in writing stating whether he abandons the whole or if part only what part of such judgment.

(*b*) Every such notice of abandonment and the dates thereof shall be duly recorded in the "remarks" column of the civil judgment book and shall become part of the record.

(12) Where the parties agree, under section *eighty-two* of the Act, that the decision of the court shall be final, either party may lodge the memorandum of such agreement with the clerk of the court, and such memorandum shall thereupon become part of the record in the action or matter and shall be recorded in the "remarks" column of the civil judgment book.

(13) Whenever any judgment is affirmed, reversed or varied on appeal or review, that fact and the date of the decision shall be recorded in the "remarks" column of the civil judgment book.

ASSESSORS.

48. (1) The court may from time to time frame a list of persons who, having regard to the nature of the business of the court and to their ability and reputation, appear to be qualified to act as assessors under section *thirty-four* of the Act and who are willing so to act upon reasonable notice and upon payment of the fees prescribed in Table C of the second annexure.

(2) Every person for the time being named in such list shall be an assessor for the purposes of this rule and shall continue to be an assessor until a new list has been framed or until he gives to the clerk of the court his resignation in writing. Upon receipt of such resignation the clerk of the court shall remove the name of such assessor from the list; provided that an assessor summoned to act as such in any action may not without the leave of the court resign during the trial of the action.

(3) Nothing in this rule shall prevent the court from summoning, with the consent of all parties to the action, persons not on the list to act as assessors in any special action.

(4) The number and names of the assessors to sit in any case shall be decided by consent of the parties or, where they are unable to agree, by the court; provided that not more than two assessors shall sit in any case.

(5) A party who desires the trial to take place with assessors shall deliver notice of application for assessors, if he be the plaintiff with the notice of trial and if he be the defendant not more than three days after receiving notice of trial. Such notice shall contain either a consent by the other party or a notice setting down the application for hearing.

(6) The party shall, at the time of delivering the notice of application, deposit with the clerk of the court the sum of three guineas for each assessor applied for and shall be liable for any further sum becoming due to the assessors for fees. The fees and expenses of the assessors shall, unless otherwise ordered by the court, be costs in the action.

(7) If the application be consented to or granted, the clerk of the court shall summon the assessors named in the consent or selected by the court by serving a summons upon each of

(6) 'n Kennisgewing van appèl of van teenappèl moet vermeld—

(i) of teen die hele vonnis of bevel of slegs teen 'n gedeelte daarvan geappelleer word en, as laasgenoemde die geval is, teen watter gedeelte; en

(ii) die gronde van appèl, met aangifte van die bevindings aangaande feite of die beslissings oor regsvrae waarteen geappelleer word.

(7) Die aantekening van 'n appèl of teenappèl en die datum daarvan moet ingeskryf word in die kolom onder die hoof „ Opmerkings " in die Siviele Vonnisboek.

(8) (*a*) As 'n kennisgewing van appèl ingelewer is, moet die regterlike amptenaar binne 7 dae by die klerk van die hof 'n skriftelike verklaring inlewer waarin (vir sover dit, 'n skriftelik vonnis alreeds deur hom ingelewer, in ag genome, nodig mag wees) aangegee word—

(i) die feite wat hy bevind het bewys te wees;

(ii) die gronde waarop hy tot 'n bevinding gekom het aangaande feite, waarteen, blykens aangifte in die kennisgewing van appèl, geappelleer word; en

(iii) sy redes vir enige beslissing oor 'n regsvraag of vir die toelating of verwerping van getuienis waarteen, blykens sodanige aangifte, geappelleer word.

(*b*) So'n verklaring maak deel uit van die stukke in die saak.

(*c*) Die bepalings van hierdie reël is, sover nodig, ook van toepassing op 'n teenappèl.

(9) Die party wat appèl of teenappèl aanteken, moet voortgaan met die appèl binne die termyn deur die reëls van die hof van appèl voorgeskryf en as hy versuim om dit te doen, word die appèl of teenappèl, tensy die hof van appèl dit goedvind om anders te beveel, geag te verval het.

(10) Die klerk van die hof moet binne 7 dae nadat hy kennis ontvang het dat 'n appèl vir verhoor op die rol geplaas is, die stukke in die saak, behoorlik gewaarmerk, aan die griffier van die hof van appèl deursteur.

(11) (*a*) 'n Respondent wat afstand wil doen van die hele vonnis waarteen geappelleer is of van 'n gedeelte daarvan, kan dit doen deur inlewering van 'n skriftelike kennisgewing waarin vermeld word of hy afstand doen van die hele vonnis of, indien slegs van 'n gedeelte daarvan, van watter gedeelte.

(*b*) Al sulke kennisgewings van afstanddoening met die datums daarvan, moet behoorlik ingeskryf word in die kolom onder die hoof „ Opmerkings " in die Siviele Vonnisboek, en maak deel uit van die stukke in die saak.

(12) Waar die partye kragtens artikel *twee-en-tagtig* van die Wet ooreengekom het dat die beslissing van die hof 'n eindbeslissing sal wees kan enigeen van die partye die memorandum van so'n ooreenkoms by die klerk van die hof indien; en daardie memorandum maak deel uit van die stukke in die aksie of saak en word ingeskryf in die kolom onder die hoof „ Opmerkings " in die Siviele Vonnisboek.

(13) Wanneer 'n vonnis by appèl of hersiening, bekragtig ter syde gestel of gewysig word, moet daardie feit en die datum van die beslissing in die kolom onder die hoof „ Opmerkings " in die Siviele Vonnisboek aangeteken word.

ASSESSORE.

48. (1) Die hof kan van tyd tot tyd 'n lys opstel van persone wat, met inagneming van die aard van die werksaamhede van die hof en hul geskiktheid uit hoofde van bekwaamheid en reputasie, blyk bevoeg te wees om kragtens artikel *vier-en-dertig* van die Wet as assessore op te tree en wat gewillig is om met redelike kennisgewing en teen betaling van die gelde wat in Tabel C van die tweede aanhangsel voorgeskryf is, aldus op te tree.

(2) Iedereen wat asdan in so'n lys genoem word, is 'n assessor vir doeleindes van hierdie reël en bly 'n assessor totdat 'n nuwe lys opgestel is of totdat hy by die klerk van die hof sy skriftelike bedanking indien. Na ontvangs van so'n bedanking moet die klerk van die hof die naam van so'n assessor van die lys skrap; met dien verstande dat 'n assessor wat opgeroep is om as sulks in 'n aksie op te tree, nie sonder verlof van die hof gedurende die verhoor van die aksie kan bedank nie.

(3) Die bepalings van hierdie reël belet nie die hof om met toestemming van al die partye in die aksie persone wat nie op die lys verskyn nie op te roep om as assessore in 'n spesiale aksie op te tree nie.

(4) Die getal en name van die assessore wat in 'n saak moet sit, word deur toestemming van die partye bepaal of, as hulle nie kan ooreenkom nie, deur die hof: met dien verstande dat hoogstens twee assessore in enige saak mag sit.

(5) 'n Party wat verlang dat 'n verhoor met assessore moet plaasvind, moet, as hy die eiser is, 'n kennisgewing van aansoek om assessore gelyktydig met die kennisgewing van verhoor inlewer, en as hy die verweerder is, nie later as 3 dae nadat hy die kennisgewing van verhoor ontvang het nie. So'n kennisgewing moet óf die toestemming van die ander party bevat óf 'n kennisgewing waardeur die aansoek vir verhoor op die rol geplaas word.

(6) Wanneer die party die kennisgewing van aansoek inlewer, moet hy die bedrag van drie ghienies vir elke assessor waarom aansoek gedoen word by die klerk van die hof stort en is hy aansprreeklik vir enige verdere bedrag wat aan die assessore by wyse van gelde verskuldig word. Tensy die hof anders gelas is die gelde en onkoste van die assessore koste in die aksie.

(7) Indien toegestem word in die aansoek of as dit toegestaan word, moet die klerk van die hof die assessore in die toestemming genoem of deur die hof uitgekies oproep deur op elkeen van hulle 'n dagvaarding te dien op enigeen van die

them in any manner provided for the service of a summons commencing an action.

(8) If at the time and place appointed for the trial either of the assessors summoned does not attend, the court may either proceed to try the action with the assistance of the assessor, if any, who is in attendance or without assistance, if none attended, or may adjourn the trial.

(9) Where a trial is postponed or adjourned, the party applying for assessors shall, forthwith after the order for postponement or adjournment, pay to the clerk of the court [in addition to the deposit mentioned in sub-rule (6)] the fees due up to the hour of postponement or adjournment to such assessors as have attended.

(10) Where such payment is not made the court may stay the action until it be made or may continue the trial without the assistance of assessors or may make such order as may be just.

(11) Every assessor acting in a case shall be entitled to the fees set out in Table C of the second annexure.

COSTS.

49. (1) The court in giving judgment or in making any order, including therein adjournment and amendment, may award such costs as may be just.

(2) The costs of any application or order or issue raised by the pleadings may be awarded by the court irrespective of the judgment in the action, or may be made costs in the action, or may be reserved to be dealt with on the conclusion of the action; but if no order is made, such costs shall be costs in the action.

(3) Unless the court shall for good cause otherwise order, costs of interim orders shall not be taxed until the conclusion of the action, and a party may present only one bill for taxation up to and including the judgment or other conclusion of the action.

(4) Where a judgment or order for costs is made against two or more persons it shall, unless the contrary is stated, have effect against such persons severally as well as jointly.

(5) The scale of fees to be taken by attorneys as between party and party shall be that set out in Table A of the second annexure in addition to necessary expenses: Provided that until the date which the Governor-General may declare to be the date on which the Union ceased to be at war or earlier alteration of this sub-rule by the Rules Board, such fees shall be increased by 15 per centum.

(6) Such fees shall (save as to appearance in open court without counsel) be allowable whether the work has been done by the attorney or by his clerk but shall, except in the case of the fee mentioned in section 3 (6) of Table A of the second annexure, be allowable only in so far as the work to which they have been allocated has in fact and necessarily been done.

(7) The court may on request made at or immediately after the giving of judgment in any contested action or proceeding in which—

(i) is involved any difficult question of law or of fact; or

(ii) the plaintiff makes two or more claims which are not alternative claims; or

(iii) the claim or defence is frivolous or vexatious,

award costs on any scale higher than that on which the costs of the action would otherwise be taxable.

(8) Where an action is defended and it is impossible for a party to obtain the services of a local attorney, he may employ the nearest available or some other attorney and upon proof thereon the court may, if costs are awarded to him, order that such costs shall include the reasonable travelling expenses of such attorney and also a special allowance not exceeding five pounds for each day's absence from such attorney's usual place of business: Provided that if the attorney employed be not the nearest available attorney, the travelling expenses and special allowance so allowed shall not exceed the expenses and allowance which would have been allowed if the nearest available attorney had been employed.

(9) Where the court is of opinion that at the hearing the party to whom costs are awarded has occupied time unnecessarily or in relation to matters not relevant to the issue, the court may disallow a proportionate part of the hearing fee payable to his attorney or counsel.

(10) The court may in its discretion order that the whole of the costs of an action (including the costs of any claim in reconvention) be paid by the parties in such proportions as it may direct.

(11) Where the court is of opinion that expense has been unnecessarily incurred because of the successful party's failure to take a course which would have shortened the proceedings and decreased the costs it shall award only such costs as would have been incurred if the successful party had taken such course.

(12) Where costs in convention and reconvention are awarded to different parties, the clerk of the court shall on taxation, subject to any order which has been made by the court, award as costs in convention all such costs as would in his judgment have been incurred if no claim in reconvention had been made and as costs in reconvention all other costs allowed.

(13) The costs of issuing any warrant of execution or arrest shall, where they are payable by the party against whom

maniere wat bepaal is vir die diening van 'n dagvaarding waardeur 'n aksie begin word.

(8) As die een of die ander van die assessore wat opgeroep is hom nie op die tyd en plek wat vir die verhoor bepaal is aanmeld nie, kan die hof óf oorgaan tot verhoor van die aksie met behulp van die assessor wat hom aangemeld het (as daar een is) of sonder die hulp van assessore as geeneen hom aangemeld het nie, óf die verhoor verdaag.

(9) Indien die verhoor uitgestel of verdaag word, moet die party wat om assessore aansoek gedoen het, onverwyld na die bevel vir uitstel of verdaging, benewens die bedrag vermeld in subreël (6), die gelde wat tot op die uur van uitstel of verdaging verskuldig is aan die assessore wat hulle aangemeld het, by die klerk van die hof inbetaal.

(10) Indien sodanige betaling nie gedoen word nie, kan die hof die aksie opskort totdat betaling gedoen is of die verhoor sonder die hulp van assessore voortsit of sodanige ander bevel gee as wat billik mag wees.

(11) Elke assessor wat in 'n saak optree, is geregtig tot die gelde wat in Tabel C van die tweede aanhangsel aangegee is.

KOSTE.

49. (1) Wanneer die hof vonnis vel of 'n bevel gee, met inbegrip van verdaging en wysiging, kan hy koste toewys volgens hy billik vind.

(2) Die koste ten opsigte van 'n aansoek of 'n bevel, of geskilpunt wat uit die pleitskrifte ontstaan, kan deur die hof toegewys word sonder om rekening te hou met die vonnis in die aksie of kan tot koste van die aksie verklaar word, of kan voorbehou word vir behandeling na afloop van die aksie, maar as geen bevel gegee word nie, is sulke koste koste van die aksie.

(3) Tensy die hof om 'n gegronde rede anders beveel, word koste in sake tussentydse bevele nie voor afloop van die aksie getakseer nie en 'n party kan slegs een kosterekening vir taksasie voorlê tot en met die vonnis of ander eindpunt van die aksie.

(4) Wanneer 'n vonnis of bevel vir koste teen twee of meer persone gevel of gegee word, geld dit, tensy die teendeel vermeld word, teen daardie persone afsonderlik sowel as gesamentlik.

(5) Die tarief in Tabel A van die tweede aanhangsel van hierdie reëls is die tarief van gelde wat prokureurs, benewens noodsaaklike uitgawes, tussen party en party kan bereken: met dien verstande dat tot op die datum wat die Goewerneur-generaal mag verklaar as die datum waarop die Unie nie meer oorlogvoerend is nie of vroeër verandering van hierdie subreël deur die Reëlsraad, sulke gelde met 15 persent vermeerder word.

(6) Behalwe wat betref verskyning in die ope hof sonder advokaat is voornoemde gelde geoorloof onverskillig of die werk deur die prokureur of deur sy klerk verrig is, maar is, behalwe in die geval van gelde vermeld in artikel 3 (6) van Tabel A van die tweede aanhangsel alleen geoorloof vir sover die werk waarvoor hulle in rekening gebring word werklik en noodsaaklikerwys verrig is.

(7) Die hof kan op 'n versoek gedoen by of onmiddellik na vonnis in 'n bestrede aksie of proses waarin—

(i) dit gaan oor 'n moeilike regspunt of 'n feitlike vraag; of

(ii) die eiser twee of meer eise instel wat nie alternatief is nie; of

(iii) die eis of verweer beuselagtig of ergerend is;

koste toeken volgens 'n hoër tarief as dié waarvolgens die koste van die aksie anders takseerbaar sou wees.

(8) Wanneer 'n aksie bestry word en dit onmoontlik is vir 'n party om die dienste van 'n plaaslike prokureur te verkry, kan hy die naaste beskikbare of 'n ander prokureur aanstel en by bewys daarvan kan die hof, as koste aan hom toegeken word, gelas dat die redelike reiskoste van so'n prokureur by sodanige koste ingesluit word, asook 'n spesiale toelae van hoogstens £5 vir elke dag wat so'n prokureur van sy gewone besigheidsplek afwesig is: met dien verstande dat as die prokureur wat aangestel is nie die naaste beskikbare prokureur is nie, die aldus toegewese reiskoste en spesiale toelae nie die onkoste en toelae wat toegewys gewees het as die naaste prokureur aangestel was, moet oorskry nie.

(9) Indien die hof van oordeel is dat die party aan wie koste toegeken word tydens die verhoor onnodig of ten aansien van nie-tersaaklike aangeleenthede tyd in beslag geneem het, kan die hof hom 'n eweredige gedeelte ontsê van die gelde wat vir die verhoor aan sy prokureur of advokaat betaalbaar was.

(10) Die hof kan na goeddunke beveel dat die totale koste van 'n aksie (met inbegrip van die koste van 'n eis in rekonvensie) deur die partye betaal word in die verhoudings wat die hof voorskryf.

(11) Wanneer die hof van oordeel is dat onkoste onnodig aangegaan is vanweë die suksesvolle party se versuim om 'n gedragslyn te volg wat die verrigtinge sou verkort het en die koste sou verminder het, ken hy slegs sodanige koste toe as wat aangegaan sou gewees het indien die suksesvolle party so'n gedragslyn gevolg het.

(12) Waar koste in konvensie en in rekonvensie aan verskillende partye toegeken word, moet die klerk van die hof by taksasie, met inagneming van enige bevel wat die hof gegee het, al die koste wat volgens sy oordeel aangegaan sou gewees het indien geen eis in rekonvensie ingestel was nie as koste in konvensie toeken en alle ander koste wat toegewys is as koste in rekonvensie.

(13) Die uitreikingskoste van 'n lasbrief vir eksekusie of arres word, as dit betaalbaar is deur die party teen wie die

the warrant is issued, be assessed by the clerk of the court without notice and inserted in the warrant.

(14) Witness fees and expenses shall be allowed in respect of the attendance of a party to an action or proceeding only if such party has been declared by the court to be a necessary witness.

(15) Where costs or expenses are awarded to any party by the court, otherwise than by a judgment in default of the defendant's appearance to defend or on the defendant's consent to judgment before the time for such appearance has expired, the party to whom such costs or expenses have been awarded shall deliver a bill of such costs or expenses and give at least four hours' notice of taxation for an hour to be fixed (generally or specially) by the clerk of the court; and he may include in such bill all such payments as have been necessarily and properly made by him.

(16) The clerk of the court shall thereupon tax and allow the costs and expenses so awarded; Provided that witness fees shall not be allowed in taxation unless properly vouched for.

(17) Where more than one-fourth of the bill (excluding expenses) is taxed off, the party presenting the bill shall not be allowed any costs of taxation.

(18) Where a bill of costs as between attorney and client is required to be taxted, taxation shall take place on at least two days' notice thereof to the attorney or client, whether an action therefor is pending or not; Provided that, notwithstanding anything in sub-rule (3) a bill of costs as between attorney and client may be taxed at any time after determination of the mandate.

(19) Where liability for costs is determined without judgment of the court by the provisions of sub-rule 19 (5) or by a settlement recorded in terms of sub-rule 29 (8) such costs shall be taxable by the clerk of the court as if they had been awarded by the court.

FEES OF THE MESSENGER AND OF THE CLERK OF THE COURT.

50. (1) The fees and charges to be taken by the messenger of the court shall be those prescribed by Table B of the second annexure: Provided that until the date which the Governor-General may declare to be the date on which the Union ceased to be at war, or earlier alteration of this sub-rule by the Rules Board, such fees and charges shall be increased by 15 per centum.

(2) Every account of fees or charges furnished by the messenger shall contain the following note:—

"You may require this account to be taxed and vouched before payment."

(3) (*a*) Any party having an interest may by notice in writing require the fees, charges or expenses claimed by or paid to the messenger to be taxed by the clerk of the court, and may attend on such taxation.

(*b*) Upon such taxation the messenger shall vouch to the satisfaction of the clerk of the court all expenses claimed by him.

(*c*) Where the messenger's fees or charges are taxed and passed in full the messenger shall be allowed an additional fee of 5s. for attending the taxation.

(4) The fees to be taken by the clerk of the court shall be those prescribed by Table D of the second annexure.

REVIEW OF TAXATION.

51. (1) Any party having an interest may, within one week after he has knowledge thereof, bring before the court for review:—

(*a*) The costs and expenses claimed in any undefended action;

(*b*) the assessment by the clerk of the court of any costs and expenses;

(*c*) the taxation by such clerk of any costs awarded in any action or matter;

(*d*) the taxation by such clerk of any fees or charges of the messenger.

(2) Such review shall be on 24 hours' notice to the party entitled to receive or liable to pay such costs or expenses or to the messenger, as the case may be.

(3) Any party dissatisfied with the decision of the judicial officer as to any item or part of an item which was objected to before the clerk, may, after notice to the other party, within 48 hours of the decision require the judicial officer to state a case for the decision of a judge, which case shall embody all relevant findings of fact by the judicial officer: Provided that, save with the consent of such officer, no case shall be stated where the total of the amounts which he has disallowed or allowed as the case may be, and which the dissatisfied party seeks to have allowed or disallowed respectively, is less than £2.

(4) Either party may within a further 7 days submit contentions in writing to the judicial officer.

(5) The judicial officer shall lay the case forthwith, but not later than 10 days after receipt of such contentions together with the contentions submitted and his own report before a judge of the court of appeal, who may then decide the matter upon the case and contentions so submitted, together with any further information which he may require from the judicial officer; or he may decide it after hearing, if he deem fit, the parties or their counsel or attorneys in chambers; or he may refer the case for decision to the court of appeal.

lasbrief uitgereik is, sonder kennisgewing deur die klerk van die hof vasgestel en op die lasbrief aangeteken.

(14) Getuiegelde en koste ten opsigte van 'n party in 'n aksie of proses se opwagting by die hof word alleen toegestaan as die hof daardie party tot 'n noodsaaklike getuie verklaar het.

(15) Wanneer die hof koste of uitgawes aan 'n party toeken op 'n ander wyse as deur 'n vonnis by verstek as gevolg van die verweerder se versuim om vir verdediging te verskyn of deur toestemming van die verweerder tot vonnis voordat die termyn vir verskyning verstryk het, moet die party aan wie die koste of uitgawes toegeken word 'n rekening van die koste of uitgawes inlewer en minstens 4 uur kennis gee van taksasie op 'n uur wat (in die algemeen of in die besonder) deur die klerk van die hof bepaal moet word; en hy kan alle betalings wat noodsaaklikerwys en behoorlik deur hom gedoen is in die rekening opneem.

(16) Die klerk van die hof moet vervolgens die aldus toegekende koste en uitgawes takseer en toestaan: met dien verstande dat getuiegelde nie by taksasie toegestaan word nie tensy hulle behoorlik gestaaf is.

(17) Indien meer as 'n kwart van die rekening (met uitsluiting van uitgawes) afgetakseer word, word aan die party wat die rekening voorlê geen taksasiekoste toegestaan nie.

(18) Indien 'n kosterekening tussen prokureur en kliënt getakseer moet word, vind taksasie plaas met minstens twee dae kennisgewing daarvan aan die prokureur of aan die kliënt, onverskillig of 'n aksie ten opsigte daarvan hangende is of nie; met dien verstande dat ondanks andersluidende bepalings van subreël (3) 'n kosterekening tussen prokureur en kliënt te eniger tyd na beëindiging van die opdrag getakseer kan word.

(19) Indien aanspreeklikheid vir koste sonder vonnis van die hof vasgestel word deur die bepalings van subreël 19 (5) of deur 'n skikking ooreenkomstig subreël 29 (8) aangeteken, is daardie koste deur die klerk van die hof takseerbaar asof hulle deur die hof toegeken was.

BODELONE EN GELDE VAN DIE KLERK VAN DIE HOF.

50. (1) Die lone en onkoste wat die geregsbode kan bereken is dié wat in Tabel B van die tweede aanhangsel voorgeskryf is: met dien verstande dat tot op die datum wat die Goewerneur-generaal mag verklaar as die datum waarop die Unie nie meer oorlogvoerend is nie, of vroeër verandering van hierdie subreël deur die Reëlsraad, sulke gelde en onkoste met 15 persent vermeerder word.

(2) Elke rekening wat die bode ten opsigte van lone en onkoste verstrek, moet onderstaande kennisgewing bevat:—

„U kan eis dat hierdie rekening voor vereffening getakseer en gestaaf word."

(3) (*a*) 'n Belanghebbende party kan by skriftelike kennisgewing eis dat die lone, onkoste of uitgawes wat deur die bode gevorder of aan hom betaal is, deur die klerk van die hof getakseer word en kan die taksasie bywoon.

(*b*) Die bode moet by so'n taksasie alle uitgawes deur hom geëis staaf met bewyse wat die klerk van die hof oortuigend vind.

(*c*) As die volle bedrag van die bodelone en -koste by taksasie goedgekeur word, word aan die bode 'n addisionele bedrag van 5s. vir die bywoning van die taksasie toegestaan.

(4) Die gelde wat die klerk van die hof kan bereken is dié wat in Tabel D van die tweede aanhangsel voorgeskryf is.

HERSIENING VAN TAKSASIE.

51. (1) 'n Belanghebbende party kan binne 'n week nadat dit tot sy kennis gekom het die volgende aan die hof vir hersiening voorlê:—

(*a*) Die koste en uitgawes in 'n onbestrede aksie geëis.

(*b*) Die klerk van die hof se vasstelling van enige koste en uitgawes.

(*c*) Sy taksasie van koste toegeken in enige aksie of saak.

(*d*) Sy taksasie van bodelone of -koste.

(2) So'n hersiening geskied met 24 uur kennisgewing aan die party wat geregtig is om gemelde koste of uitgawes te ontvang of wat aanspreeklik is vir die betaling daarvan, of aan die bode, al na die geval.

(3) 'n Party wat met die beslissing van die regterlike amptenaar ontevrede is wat betref 'n besondere item of gedeelte van die item waarteen voor die klerk beswaar gemaak is, kan, nadat hy aan die ander party kennis gegee het, binne 48 uur na die beslissing, van die regterlike amptenaar verlang dat hy 'n casus-posisie vir die beslissing van 'n regter opstel en in so'n casus-posisie moet al die tersaaklike feitlike bevindings van die regterlike amptenaar beliggaam wees: met dien verstande dat behalwe met die toestemming van so'n amptenaar geen casus-posisie opgestel word nie wanneer die bedrae wat hy, na gelang van die geval, afgekeur of toegestaan het en wat die ontevrede party onderskeidelik toegestaan of afgekeur wil hê, in geheel minder as £2 bedra.

(4) Enigeen van die twee partye kan binne 'n verdere 7 dae skriftelike bewerings aan die regterlike amptenaar voorlê.

(5) Die regterlike amptenaar moet die saak onverwyld, dog nie later as 10 dae na ontvangs van sulke bewerings tesame met die bewerings wat voorgelê is en sy eie verslag aan 'n regter van die hof van appèl voorlê wat dan die saak volgens die gestelde casus-posisie en aldus voorgelegde bewerings kan beslis, tesame met enige verdere inligting wat hy van die regterlike amptenaar mag verlang; of hy kan dit beslis nadat hy, indien hy dit goed dink, die partye of hul advokate of hul prokureurs in kamers gehoor het; of hy kan die saak na die hof van appèl vir beslissing verwys.

(6) The judge or the court so deciding may make such order as he or it deems fit, including an order that the unsuccessful party shall pay to the opposing party a sum fixed by the judge or the court as costs.

APPEALS TO MAGISTRATES' COURTS.

52. (1) Where an appeal lies to a magistrate's court it may be noted by delivery of notice within seven days after the date of the judgment appealed against.

(2) The notice of appeal shall set out concisely and distinctly the grounds of appeal.

(3) The party noting the appeal shall prosecute the same within twenty-one days after the noting of the appeal.

(4) The hearing of the appeal shall be subject to the delivery by the appellant of notice of set down for a day approved by the clerk of the court.

(5) Such notice shall be delivered at least seven days before the day of hearing.

(6) At any time after delivery of notice of appeal and not later than delivery of notice of set down the appellant shall so far as he is able cause to be filed with the clerk of the court the record (if any), or a duly certified copy thereof, of the proceedings which resulted in the judgment, order or decision appealed against.

(7) Subject to the provisions of any other law regulating procedure of the court on such appeals, the court may if it think fit grant leave to either party to adduce oral evidence at the hearing of the appeal or may in its discretion proceed by way of rehearing either in whole or in part.

(8) The court may in its discretion award to either party the costs incurred in the appeal. Such costs shall be taxed on such scale of costs prescribed for actions in the court as the court may direct.

GENERAL.

NON-COMPLIANCE WITH RULES, INCLUDING TIME LIMITS AND ERRORS.

53. (1) Except as is otherwise provided in these rules, failure to comply with these rules or with any request made in pursuance thereof shall not be ground for the entry of judgment against the party in default.

(2) Where any provision of these rules or any request made in pursuance of any such provision has not been fully complied with the court may on application order compliance therewith within a stated time.

(3) Where any order so made is not fully complied with within the time so stated, the court may on application forthwith enter judgment in the action against the party so in default or may adjourn the application and grant an extension of time for compliance with the order on such terms as to costs and otherwise as may be just.

(4) The court may on either such application order such stay of proceedigns as may be necessary.

(5) Any time limit prescribed by these rules [except the period prescribed in sub-rules (3) and (5) of rule 47 for the noting of appeal or of cross-appeal] may at any time whether before or after the expiry of the period limited be extended:—

(i) by the written consent of the opposite party; and

(ii) if such consent is refused, then by the court on application and on such terms as to costs and otherwise as may be just.

(6) Where there has been short service without leave, the court may, instead of dismissing the application, adjourn it until (at earliest) the expiration of the period required for full service; and thereupon any objection to short service shall lapse.

(7) No process or notice shall be invalid by reason of any obvious error in spelling or in figures or of date.

(8) If any party has in fact been misled by any such error in any process or notice served upon him, the court may on application grant him such relief as may be just, and may for that purpose set aside the process or notice and rescind any default judgment given thereon.

ADJOURNMENT AND POSTPONEMENT.

54. (1) The trial of an action or the hearing of an application or matter may be adjourned or postponed by consent or by the court, either on application or of its own motion.

(2) Where such an adjournment or postponement is made sine die, either party may by delivery of notice of reinstatement set down the action application or matter for further hearing on a day generally or specially fixed by the clerk of the court, not earlier than seven days after delivery of such notice.

(3) Any adjournment or postponement shall be on such terms as to costs and otherwise as the parties may agree to or as the court may order.

(6) Die regter of die hof wat aldus beslis kan sodanige bevel gee as wat hy goed dink, met inbegrip van 'n bevel dat die onsuksesvolle party 'n bedrag wat die regter of die hof ten opsigte van koste vasstel aan die teenparty moet betaal.

APPÈL NA MAGISTRAATSHOWE.

52. (1) Appèl kan aangeteken word deur inlewering van 'n kennisgewing binne 7 dae na die datum van die vonnis waarteen geappeleer word.

(2) Die kennisgewing van appèl moet kort en duidelik die gronde van appèl uiteensit.

(3) Die party wat die appèl aanteken, moet daarmee voortgaan binne 21 dae nadat die appèl aangeteken is.

(4) Vir die verhoor van 'n appèl is dit nodig dat die appellant 'n kennisgewing inlewer dat die appèl vir verhoor op 'n dag deur die klerk van die hof goedgekeur op die rol geplaas is.

(5) So'n kennisgewing moet minstens 7 dae voor die dag van verhoor ingelewer word.

(6) Die appellant moet te eniger tyd na inlewering van die kennisgewing van appél en nie later as die inlewering van die kennisgewing dat die saak op die rol geplaas is sover sulks in sy vermoë is die notule (as daar is) van die verrigtinge wat uitgeloop het op die vonnis, bevel of beslissing waarteen geappelleer word of 'n behoorlik gewaarmerkte afskrif van sulke notule by die klerk van die hof laat indien.

(7) Met inagneming van die bepalings van enige ander wet wat die prosedure van die hof van appél reël, kan die hof, as hy dit goedvind, aan enigeen van die twee partye verlof verleen om by die verhoor van die appél mondelinge getuienis aan te voer of kan na goeddunke die saak geheel of gedeeltelik opnuut verhoor.

(8) Die hof kan na goeddunke aan enigeen van die twee partye die koste wat by appèl aangegaan is, toeken. Sulke koste word getakseer volgens sodanige hoër tarief van koste vir aksies in die hof voorgeskryf as wat die hof gelas.

ALGEMEEN.

NIE-VOLDOENING AAN REËLS, MET INBEGRIP VAN TYDBEPERKINGS EN FOUTE.

53. (1) Behalwe waar anders in hierdie reëls bepaal word, lewer nie-nakoming van hierdie reëls of van 'n versoek ingevolge daarvan gedoen geen grond op vir die aantekening van vonnis teen die party wat aan die versuim skuldig is nie.

(2) Wanneer 'n bepaling van hierdie reëls of 'n versoek wat volgens so'n bepaling gedoen is nie ten volle nagekom is nie, kan die hof op aansoek beveel dat binne 'n bepaalde termyn daaraan voldoen word.

(3) Indien aan 'n bevel wat aldus gegee is nie ten volle binne die bepaalde termyn voldoen word nie, kan die hof op aansoek onmiddelik vonnis in die aksie aanteken teen die party wat aan die versuim skuldig is of die aansoek uitstel en 'n verlenging van tyd toestaan om op sulke voorwaardes betreffende koste en andersins as wat billik mag wees aan die bevel te voldoen.

(4) Die hof kan op enigeen van sulke aansoeke gelas dat die verrigtinge sodanig opgeskort word as wat nodig mag wees.

(5) 'n Termyn deur hierdie reëls voorgeskryf [behalwe die termyn voorgeskryf in subreëls (3) en (5) van reël 47 vir die aantekening van appèl of teenappèl] kan te eniger tyd voor of na verloop van die gestelde termyn verleng word—

(i) deur die skriftelike toestemming van die teenparty; en

(ii) as sodanige toestemming geweier word, dan deur die hof op aansoek en op sulke voorwaardes betreffende koste of andersins as wat billik mag wees.

(6) Indien kort diening sonder verlof van die hof plaasgevind het, kan die hof in plaas van die aansoek af te wys, dit uitstel tot (op sy vroegste) die verloop van die termyn wat vir volle diening nodig is; en daarop verval alle besware teen kort diening.

(7) Geen prosesstuk of kennisgewing is ongeldig ter oorsake van 'n klaarblyklike spelfout of fout betreffende syfers of datum nie.

(8) Indien 'n party werklik mislei is deur so'n fout in 'n prosesstuk of kennisgewing wat op hom gedien is, kan die hof hom op aansoek sodanige verligting toestaan as wat billik mag wees en kan vir dié doel die prosesstuk of kennisgewing ter syde stel en 'n vonnis by verstek wat ingevolge so'n prosesstuk of kennisgewing verleen is, tenietdoen.

VERDAGING EN UITSTEL.

54. (1) Die verhoor van 'n aksie, of die behandeling van 'n aansoek of saak kan deur toestemming of deur die hof, hetsy op aansoek of uit eie beweging, verdaag of uitgestel word.

(2) Wanneer so'n verdaging of uitstel *sine die* geskied, kan enigeen van die twee partye die aksie, aansoek of saak deur inlewering van 'n kennisgewing van herstel op die rol plaas vir verdere verhoor op 'n dag in die algemeen of spesiaal deur die klerk van die hof bepaal, maar nie vroeër as 7 dae na inlewering van genoemde kennisgewing nie.

(3) 'n Verdaging of uitstel geskied op sulke voorwaardes betreffende koste en andersins as wat die partye by ooreenkoms mag bepaal of die hof mag gelas.

NON-APPEARANCE OF A PARTY, WITHDRAWAL, ETC.

55. (1) If a plaintiff or applicant does not appear at the time appointed for the trial of the action or the hearing of the application, the action or application may be dismissed with costs.

(2) If a defendant or respondent does not so appear, a judgment against him (not exceeding the relief claimed) may be given with costs.

(3) The withdrawal or dismissal of an action or a decree of absolution from the instance shall not be a defence to any subsequent action; but if a subsequent action is brought for the same or substantially the same cause of action before payment of the costs awarded on such withdrawal, dismissal or decree of absolution, the court may on application, if it thinks fit and if the said costs have been taxed and payment thereof has been demanded, order a stay of such subsequent action until such costs shall be paid and that the plaintiff shall pay the costs of such application to stay proceedings.

RECORD, ENTRY, ETC., AS EVIDENCE IN CIVIL MATTERS.

56. (1) Where it is necessary to give in evidence in the court any record, entry or document of the same court in another action, the clerk of the court shall, on reasonable notice, produce and show the original thereof, and the cost of copies shall not be allowed.

(2) Where it is necessary to give in evidence in another court any such record, entry or document, a copy thereof certified by the clerk of the court may be given in evidence without production of the original.

INTERVENTION OF THIRD PARTY IN ACTION.

57. (1) The court may, on application by a person desiring to intervene in an action and having an interst therein, grant leave to such party to intervene on such terms as may be just.

(2) The court may, on application by any party to an action, order that another person shall be added either as a plaintiff or as a defendant on such terms as may be just.

SECURITY FOR COSTS BY PLAINTIFF.

58. (1) Where a plaintiff:—

(*a*) is not resident within the Union;
(*b*) is an unrehabilitated insolvent;
(*c*) is a registered or incorporated company; or
(*d*) has no substantial interest in the cause of action;

the defendant may (unless the plaintiff has obtained leave to sue as a pauper) after service of the summons and before the close of the pleadings require him to give security for the costs of the action (not including the principal or costs of any claim in reconvention made by the defendant):

Provided that if the fact relied upon first came to the knowledge of the defendant after the close of pleadings, the defendant may within two days after such fact has come to his knowledge, require that such security be given.

(2) If such request is not complied with within 48 hours, the court may on application either stay the proceedings until such request is complied with or dismiss the action.

(3) In this rule 'plaintiff' shall not include a plaintiff in reconvention nor shall 'action' include a claim in reconvention.

DELAY IN PROSECUTION OF ACTION.

59. If summons in an action be not served within twelve months of the date of its issue or, having been served, the plaintiff has not within that time taken further steps in the prosecution of the action, the summons shall lapse, provided that where the plaintiff or his attorney files an affidavit with the clerk of the court before the expiration of such period setting out:—

(*a*) that at the request of the debtor an extension of time in which to pay the debt claimed or any portion thereof has been granted to him;
(*b*) that in terms of the agreement judgment cannot, save in case of default, be sought within a period of twelve months from the issue of the summons;
(*c*) the period of the said extension;

the summons shall not lapse until twelve months after the expiration of the period of extension.

RECOVERY OF SMALL DEBTS.

60. (1) These rules shall mutatis mutandis apply to proceedings under Chapter VIII of the Act, subject to the provisions of this rule.

(2) The summons commencing an action shall be in the form No. 52 set out in the first annexure.

(3) The summons shall be signed by the plaintiff or by the person permitted by the clerk of the court to act in terms of section *fifty-five* of the Act.

(4) The provisions of any rule in regard to the delivery of or failure to deliver a plea shall not apply.

(5) A defendant who has entered an appearance to defend may at any time before the hearing of a claim lodge with the clerk of the court a written statement setting forth the nature of his defence and the particulars of the grounds on which it it based

(6) The defendant shall furnish a copy of such statement to the plaintiff.

NIE-VERSKYNING VAN 'N PARTY, TERUGTREKKING, ENS.

55. (1) Indien 'n eiser of applikant nie verskyn op die tyd wat vir die verhoor van die aksie of aansoek bepaal is nie, kan die aksie of aansoek met koste afgewys word.

(2) Indien die verweerder of respondent nie aldus verskyn nie, kan vonnis (wat die geëiste verligting nie oorskry nie) met koste teen hom gevel word.

(3) Die terugtrekking of afwysing van 'n aksie of 'n bevel van absolusie van die instansie lewer geen verweer teen 'n later aksie op nie; maar as 'n later aksie ingestel word ingevolge dieselfde of wesenlik dieselfde skuldoorsaak voordat die koste wat toegeken is by die terugtrekking, afwysing of bevel van absolusie betaal is, kan die hof op aansoek, as hy dit goedvind en mits vermelde koste getakseer en vereffening daarvan geëis is, beveel dat sodanige later aksie opgeskort word totdat daardie koste betaal is en dat die eiser die koste van die aansoek om opskorting moet betaal.

NOTULE; INSKRYWING, ENS. AS BEWYS IN SIVIELE SAKE.

56. (1) Wanneer dit nodig is om by die hof enige notule, inskrywing of dokument van dieselfde hof in 'n ander aksie as bewysstuk in te dien, moet die klerk van die hof na redelike kennisgewing die oorspronklike daarvan voorlê en die koste van afskrifte word nie toegestaan nie.

(2) Wanneer sodanige notule, inskrywing of dokument by 'n ander hof as bewysstuk ingedien moet word, kan 'n afskrif daarvan wat deur die klerk van die hof gewaarmerk is sonder oorlegging van die oorspronklike as bewysstuk ingedien word.

TUSSENKOMS VAN DERDE PARTY IN AKSIE.

57. (1) Op aansoek van 'n belanghebbende persoon wat in 'n aksie tussenbei wil tree, kan die hof aan so'n persoon verlof verleen om op sulke voorwaardes as wat billik mag wees tussenbei te tree.

(2) Op aansoek van 'n party in 'n aksie kan die hof gelas dat iemand anders as 'n eiser of as 'n verweerder op sulke voorwaardes as wat billik mag wees bygevoeg word.

SEKERHEID VIR KOSTE DEUR EISER

58. (1) Indien 'n eiser—

(*a*) nie binne die Unie woonagtig is nie;
(*b*) 'n ongehabiliteerde insolvent is;
(*c*) 'n geregistreerde of ingelyfde maatskappy is; of
(*d*) geen wesenlike belang by die skuldoorsaak het nie,

kan die verweerder, tensy die eiser vergun is om die eis as 'n behoeftige in te stel, na diening van die dagvaarding en voordat die pleitskrifte gesluit is van hom eis dat hy sekerheid stel vir die koste van die aksie (met uitsluiting van die hoofsom of koste van 'n eis in rekonvensie deur die verweerder ingestel): met dien verstande dat indien die feit waarop gesteun word eers na die sluiting van die pleitskrifte tot die verweerder se kennis gekom het, die verweerder binne 2 dae nadat daardie feit tot sy kennis gekom het, kan eis dat voornoemde sekerheid gestel word.

(2) Indien daar nie binne 48 uur aan die versoek voldoen word nie, kan die hof op aansoek óf die verrigtings opskort totdat aan die versoek voldoen is of die aksie afwys.

(3) In hierdie reël omvat „eiser" nie 'n eiser in rekonvensie nie, en omvat „aksie" nie 'n eiser in konvensie nie.

VERTRAGING IN VOORTSETTING VAN AKSIE.

59. Indien 'n dagvaarding in 'n aksie nie binne 12 maande na die datum waarop dit uitgereik is gedien word nie, of indien die eiser, as dit wel gedien is, nie binne daardie tydperk stappe gedoen het om die aksie voort te sit nie, veral die dagvaarding: met dien verstande dat as die eiser of sy prokureur by die klerk van die hof, voordat genoemde tydperk verloop het, 'n beëdigde verklaring indien waarin vermeld word:—

(*a*) dat op versoek van die skuldenaar 'n verlenging van tyd om die geëiste skuld of 'n gedeelte daarvan te betaal, aan hom toegestaan is;
(*b*) dat volgens die ooreenkoms vonnis, behalwe in die geval van verstek, nie binne 'n tydperk van 12 maande vanaf die uitreiking van die dagvaarding versoek kan word nie;
(*c*) die tydperk van genoemde verlenging;

die dagvaarding nie voor 12 maande na verloop van die tydperk van verlenging verval nie.

INVORDERING VAN KLEIN SKULDE.

60. (1) Met inagneming van die bepalings van hierdie reël is hierdie reëls *mutatis mutandis* van toepassing op verrigtinge ingevolge Hoofstuk VIII van die Wet.

(2) Die dagvaarding waardeur 'n aksie begin word, moet opgestel wees in die vorm No. 52 wat in die eerste Aanhangsel aangegee word.

(3) Die dagvaarding moet onderteken wees deur die eiser of deur die persoon wat deur die klerk van die hof vergun word om ooreenkomstig artikel *vyf-en-vyftig* van die Wet op te tree.

(4) Die bepalings van enige reël betreffende inlewering van 'n verweerskrif of versuim om 'n verweerskrif in te lewer is nie van toepassing nie.

(5) 'n Verweerder wat verskyning tot verdediging aangeteken het, kan te eniger tyd voordat die eis verhoor word by die klerk van die hof 'n skriftelike verklaring indien waarin die aard van sy verweer en besonderhede van die grondé waarop die berus uiteengesit word.

(6) Die verweerder moet 'n afskrif van so'n verklaring aan die eiser verstrek.

(7) If an appearance to defend is entered the clerk of the court shall appoint a day for hearing of the claim and shall notify the parties in writing thereof at least seven days before such hearing.

(8) Where an adjournment or postponement is made sine die, the clerk of the court shall notify the parties in writing of the day appointed for rehearing at least seven days before such date.

CRIMINAL RECORD BOOK.

61. (1) The clerk of the court shall keep a book to be styled the "criminal record book" in which he shall daily enter particulars of every criminal case coming before the court on that day.

(2) The charge sheet or, when the matter comes before the court by way of preparatory examination, the inner sheet, shall, when the matter first comes before the court, be numbered by him with a consecutive number for the year and the case shall then be entered in the criminal record book under that number.

(3) The particulars recorded in the criminal record book shall include:—

(i) date of hearing;
(ii) number of case;
(iii) name and description of accused;
(iv) crime or offence charged;
(v) verdict;
(vi) sentence or other disposal;
(vii) remarks (including date and effect of any order of a superior court on review or appeal).

(4) The judicial officer presiding at the hearing shall himself record in the criminal record book any sentence imposed or other order of disposal made by him including acquittal, or other discharge, postponement of sentence, adjournment, remand to another court or committal for trial.

SHORTHAND NOTES IN CRIMINAL CASES.

62. (1) The court may in any criminal trial direct that the plea and statement of the accused, the evidence orally given, any exception or objection taken during the course of the proceedings, the rulings and judgment of the court and such other portion of the proceedings as the court may specially indicate, be taken down in shorthand either verbatim or in narrative form.

(2) Every person employed for the taking of shorthand notes in terms of sub-rule (1) or for the transcription of notes so taken by another person shall be deemed to be an officer of the court and shall before entering on his duties take before a judicial officer an oath in the form prescribed in the first annexure of these rules.

(3) The shorthand notes taken in terms of sub-rule (1) shall be certified as correct by the writer and shall be filed by the clerk of the court with the record of the case. Unless the judicial officer presiding at the trial shall otherwise direct, the notes shall be transcribed as soon as may be after the conclusion of the trial, and the transcription shall be certified as correct by the person making it and also filed with the record.

(4) Shorthand notes and transcripts thereof certified as provided in sub-rule (3) shall be deemed to be correct and shall form part of the record of the proceedings in the trial: Provided, however, that the court may on application by the prosecutor or by the accused made within fourteen days after the conclusion of the trial or after the completion of the transcription of such notes order the amendment of such notes or such transcript.

(5) Where by direction of the judicial officer in terms of sub-rule (3) the shorthand notes have not been transcribed, any person may at any time by notice to the clerk of the court require that a transcription be made. Any person other than the prosecutor or the accused so requiring transcription shall pay to the clerk of the court at the time of making the request fees at such rates as the Minister may from time to time prescribe.

(6) Any person may on request obtain from the clerk of the court a copy of any transcript made in terms of sub-rule (3) or sub-rule (5) of this rule, upon payment, save in the case of the State, at the time of making the request of fees at such rates as the Minister may from time to time prescribe.

CRIMINAL APPEALS.

63. (1) A convicted person desiring to appeal under subsection (1) of section *one hundred and three* of the Act, shall within fourteen days after the date of conviction, sentence or order in question, lodge with the clerk of the court a notice of appeal in writing, in which he shall set out clearly and specifically the grounds, whether of fact or law or both fact and law, on which the appeal is based.

(2) If the appellant is unable, owing to illiteracy or physical defect, to write out such notice of appeal, the clerk of the court shall, upon his request, do so.

(3) Upon an appeal being noted, the judicial officer shall, within seven days, furnish to the clerk of the court a statement in writing showing:—

(i) the facts he found to be proved;

(ii) his reasons for any finding of fact specified in the appellant's statement as appealed against; and

(7) Indien verskyning tot verdediging aangeteken word, moet die klerk van die hof 'n dag vasstel vir die verhoor van die eis en moet hy die partye minstens 7 dae voor die verhoor skriftelik daarvan in kennis stel.

(8) Waar 'n verdaging of uitstel *sine die* gedoen word, moet die klerk van die hof die partye skriftelik in kennis stel van die dag wat vir herverhoor vasgestel is minstens sewe dae voor so'n datum.

REGISTER VAN STRAFSAKE.

61. (1) Die klerk van die hof moet 'n register hou, die Register van Strafsake genoem, waarin hy daagliks die besonderhede van elke strafsaak wat op die dag voor die hof kom, moet aanteken.

(2) Die akte van aanklag, of as die saak by wyse van voorlopige ondersoek voor die hof kom, die binneblad, moet wanneer die saak vir die eerste keer voor die hof kom, deur die klerk van die hof met 'n volgnommer vir die jaar genommer word en die saak word dan onder daardie nommer in die Register van Strafsake ingeskryf.

(3) Die besonderhede wat in die Register van Strafsake opgeteken word, moet die volgende bevat:—

(i) die datum van verhoor;
(ii) die nommer van die saak;
(iii) die naam en beskrywing van die beskuldigde;
(iv) die misdaad of misdryf waarvan aangekla;
(v) die uitspraak;
(vi) die vonnis of ander beskikking;
(vii) opmerkings (met inbegrip van die datum en inhoud van enige bevel van 'n hoër hof by hersiening of appèl).

(4) Die voorsittende regterlike amptenaar moet persoonlik in die Register van Strafsake 'n opgelegde vonnis of ander beskikkingsbevel met inbegrip van vryspraak of ander ontslag, uitstel van vonnis, verdaging, verwysing na 'n ander hof, of verwysing ter strafsitting aanteken.

SNELSKRIFAANTEKENINGS IN STRAFSAKE.

62. (1) Die hof kan by die verhoor van 'n strafsaak gelas dat die pleit en verklaring van die beskuldigde, die mondelinge getuienis, enige eksepsie of beswaar wat in die loop van die verrigtings opgewerp is, die beslissings en vonnis van die hof, asook sodanige ander gedeelte van die verrigtings as wat die hof in die besonder mag aanwys, in snelskrif opgeteken word óf woord vir woord of in verhaalvorm.

(2) Iedereen wat in diens geneem is om ingevolge subreël (1) in snelskrifaantekenings neer te skryf, of om die snelskrifaantekenings wat deur iemand anders neergeskryf is in gewone skrif oor te skryf, word geag 'n beampte van die hof te wees en moet voordat hy sy werk begin voor 'n regterlike amptenaar 'n eed aflê in die vorm wat in die eerste aanhangsel van hierdie reëls voorgeskryf is.

(3) Die snelskrifaantekenings wat ingevolge subreël (1) neergeskryf is, moet deur die snelskrywer as juis gewaarmerk word en word deur die klerk van die hof by die stukke in die saak opgeberg. Tensy die voorsittende regterlike amptenaar ander gelas, moet die aantekenings so spoedig doenlik na afloop van die verhoor in gewone skrif oorgeskryf word en die oorskrywing moet deur die persoon wat dit doen as juis gewaarmerk word en ook by die stukke in die saak opgeberg word.

(4) Snelskrifaantekenings en oorskrywings daarvan wat volgens voorskrif van subreël (3) gewaarmerk is, word geag juis te wees en deel uit te maak van die notule van die verrigtinge by die verhoor; met dien verstande egter dat die hof op aansoek deur die vervolger of deur die beskuldigde gedoen binne 14 dae na afloop van die verhoor of na voltooiing van die oorskrywing van die aantekenings, die wysiging van sulke aantekenings of oorskrywing kan gelas.

(5) Wanneer die snelskrifaantekenings op las van die regterlike amptenaar ooreenkomstig subreël (3) nie in gewone skrif oorgeskryf is nie, kan enigeen te eniger tyd by kennisgewing aan die klerk van die hof versoek dat hulle aldus oorgeskryf word. Iemand anders as die vervolger of die beskuldigde wat aldus oorskrywing versoek moet by die doen van die versoek aan die klerk van die hof 'n bedrag betaal volgens die skaal wat die Minister van tyd tot tyd voorskryf.

(6) Enigeen kan op versoek van die klerk van die hof 'n afskrif verkry van enige oorskrywing wat ooreenkomstig subreël (3) of subreël (5) van hierdie reël gemaak is, by betaling, behalwe in die geval van die Staat, op die tyd waarop die versoek gedoen word van gelde teen 'n tarief wat die Minister van tyd tot tyd voorskryf.

APPÈL IN STRAFSAKE.

63. (1) 'n Veroordeelde wat verlang om ingevolge subartikel (1) van artikel *honderd-en-drie* van die Wet te appelleer moet binne 14 dae na die datum van die betrokke veroordeling, vonnis of bevel by die klerk van die hof 'n skriftelike kennisgewing van appèl indien waarin hy duidelik en in besonderhede die gronde, hetsy feitlik of regsgronde of feitlike sowel as regsgronde waarop die appèl gegrond word, uiteensit.

(2) As die appellant weens ongeletterheid of liggaamsgebrek nie in staat is om so'n kennisgewing van appèl op te stel nie, moet die klerk van die hof dit op sy versoek doen.

(3) As 'n appèl aangeteken word, moet die regterlike amptenaar binne 7 dae aan die klerk van die hof 'n skriftelike verklaring, verstrek waarin aangegee word—

(i) die feite wat hy bevind het bewys te wees;
(ii) sy redes vir 'n beslissing aangaande feite waarteen, blykens aangifte in die appellant se verklaring, geappelleer word; en

(iii) his reasons for any ruling on any question of law or as to the admission or rejection of evidence so specified as appealed against.

(4) The appellant may, within seven days after the delivery to the clerk of the court of such statement, by notice to the clerk of the court, amend his notice of appeal, and the judicial officer may, in his discretion, within seven days thereafter furnish to the clerk of the court a further or amended statement of his findings of fact and reasons for judgment.

(5) When appeal is noted in a case in which the prosecution was not at the public instance the notice referred to in sub-rule (1) and any amended notice provided for in sub-rule (4) shall also be served by the appellant upon the prosecutor.

(6) An Attorney-General desiring to appeal under sub-section (2) of section *one hundred and three* of the Act against the dismissal of a summons or charge shall, within twenty-eight days after such dismissal, deliver a notice of appeal.

(7) Within seven days after the delivery of notice of appeal the judicial officer shall furnish to the clerk of the court a statement in writing of his reasons for dismissing the summons or charge.

(8) An Attorney-General or other prosecutor who contemplates an appeal under sub-section (1) of section *one hundred and four* of the Act, shall, within twenty-eight days after the conclusion of the criminal proceedings, in writing, require the magistrate to state a case.

(9) Within seven days after receipt of such request the magistrate shall furnish a stated case to the clerk of the court who shall forthwith transmit a copy thereof to the Attorney-General or other prosecutor, as the case may be. The stated case shall be divided into paragraphs numbered consecutively and shall be arranged in the following order:—

(i) the Magistrate's findings of fact in so far as they are material to the question or questions of law on which decision in favour of the accused was given;

(ii) questions of law;

(iii) the magistrate's decision on such questions and his reasons therefor.

(10) The Attorney-General or other prosecutor may, within fourteen days after the receipt by him of the stated case, deliver notice of appeal against the decision on questions of law.

(11) Every notice of appeal, judicial officer's statement and stated case filed of record with or furnished to the clerk of the court under the provisions of this rule shall become part of the record.

(12) The clerk of the court shall, within seven days after receipt by him of the judicial officer's statement furnished under sub-rule (3) or (7) or of notice of appeal filed under sub-rule (10), transmit to the registrar of the court of appeal the record of the criminal proceedings or the stated case, together with three copies thereof. When the prosecution is at the public instance he shall also transmit one such copy to the Attorney-General.

REPEAL.

64. The Rules contained in the Second Schedule to Act No. 32 of 1917, as amended from time to time, are hereby repealed.

FIRST ANNEXURE.

FORMS.

Form No.

1. Civil record book.
2. General headings.
3. General conclusions.
4. General form of notice of application.
5. Summons commencing action.
6. Endorsement of claim on summons.
7. Conclusion to endorsement of claim.
8. Notice under sub-rule (12) of rule 8 for substituted service.
9. Notice of consent to judgment.
10. Request for default judgment.
11. Notice of withdrawal.
12. Notice of application for summary judgment.
13. Affidavit in support of application for summary judgment.
14. Affidavit under section 32 of the Act.
15. Security under section 32 of the Act.
16. Order under section 32 of the Act.
17. Consent to sale of goods attached under section 32 of the Act.
18. Notice to deliver schedule of documents.
19. Notice to produce documents for inspection.
20. Notice to produce at trial.
21. Order for interdict obtained ex parte.
22. Order for arrest of person suspectus de fuga.
23. Direction to attend pre-trial conference.
24. Order—pre-trial conference.
25. Application for trial with assessors.
26. Summons to assessors.
27. Commission de bene esse.
28. Subpoena.

(iii) sy redes vir 'n beslissing oor 'n regsvraag of betreffende die toelating of verwerping van getuienis waarteen blykens sodanige aangifte geappelleer word.

(4) Die appellant kan binne 7 dae na inlewering by die klerk van die hof van so'n verklaring by kennisgewing aan die klerk van die hof sy kennisgewing van appèl wysig, en die regterlike amptenaar kan na goeddunke binne 7 dae daarna aan die klerk van die hof, 'n verdere of gewysigde uiteensetting verstrek van sy bevindings aangaande feite en sy redes vir die vonnis.

(5) Wanneer geappelleer word in 'n saak waarin daar nie van staatsweë vervolg was nie, moet die kennisgewing vermeld in subreël (1) asook enige gewysigde kennisgewing waarvoor daar 'n subreël (4) voorsiening gemaak word, ook deur die appellant op die vervolger gedien word.

(6) 'n Prokureur-generaal wat verlang om ingevolge subartikel (2) van artikel *honderd-en-drie* van die Wet teen die afwysing van 'n dagvaarding of aanklag te appelleer moet binne 28 dae na afwysing 'n kennisgewing van appèl inlewer.

(7) Binne 7 dae nadat kennisgewing van appèl ingelewer is, moet die regterlike amptenaar aan die klerk van die hof 'n skriftelike uiteensetting verstrek van sy redes vir afwysing van die dagvaarding of aanklag.

(8) 'n Prokureur-generaal of ander vervolger wat voornemens is om ingevolge subartikel (1) van artikel *honderd-en-vier* van die Wet te appelleer, moet binne 28 dae na die sluiting van die strafverrigtings die magistraat skriftelik versoek om 'n casus-posisie te stel.

(9) Binne 7 dae na ontvangs van so'n versoek moet die magistraat 'n gestelde casus-posisie aan die klerk van die hof verstrek en hy moet onverwyld 'n afskrif daarvan aan die Prokureur-generaal of ander vervolger na gelang van die geval deurstuur. Die gestelde casus-posisie moet in agtereenvolgend genommerde paragrawe verdeel en in die volgende volgorde gerangskik wees—

(i) die magistraat se bevindings aangaande feite vir sover hulle tersaaklik is by die regsvraag of regsvrae waaroor ten gunste van die beskuldigde beslis is;

(ii) die regsvrae;

(iii) die beslissing van die magistraat oor sodanige vrae en sy redes daarvoor.

(10) Die Prokureur-generaal of ander vervolger kan binne 14 dae nadat hy die gestelde casus-posisie ontvang het, kennisgewing van appèl inlewer teen die beslissing oor die regsvrae.

(11) Elke kennisgewing van appèl, uiteensetting en gestelde casus-posisie deur die regterlike amptenaar wat ingevolge die bepalings van hierdie reël by die klerk van die hof ter opberging ingedien of aan hom verstrek word, maak deel uit van die stukke in die saak.

(12) Die klerk van die hof moet binne 7 dae nadat hy die uiteensetting wat ingevolge subreël (3) of (7) deur die regterlike amptenaar verstrek is of kennisgewing van appèl wat ingevolge subreël (10) ingedien is, ontvang het, aan die griffier van die hof van appèl die notule van die strafverrigtinge of die gestelde casus-posisie deurstuur tesame met 3 afskrifte daarvan. As die vervolging van staatsweë plaasvind, moet hy ook aan die Prokureur-generaal 'n afskrif stuur.

HERROEPING.

64. Die Reëls vervat in die Tweede Bylae van Wet No. 32 van 1917, soos van tyd tot tyd gewysig, word hierby herroep.

EERSTE AANHANGSEL.

VORMS.

Vorm No.

1. Register van sivicle sake.
2. Algemene opskrifte.
3. Algemene slotvorms.
4. Algemene vorm van kennisgewing van aansoek.
5. Dagvaarding waardeur aksie begin word.
6. Endossement van eis op dagvaarding.
7. Slot van endossement van eis.
8. Kennisgewing ingevolge subreël (12) van reël 8 vir gesubstitueerde diening.
9. Kennisgewing van toestemming tot vonnis.
10. Versoek om vonnis by verstrek.
11. Kennisgewing van terugtrekking.
12. Kennisgewing van aansoek om summiere vonnis.
13. Beëdigde verklaring ter staving van aansoek om summiere vonnis.
14. Beëdigde verklaring ingevolge artikel 32 van die Wet.
15. Sekerheid ingevolge artikel 32 van die Wet.
16. Bevel kragtens artikel 32 van die Wet.
17. Toestemming tot verkoop van goedere waarop kragtens artikel 32 van die Wet beslag gelê is.
18. Kennisgewing vir inlewering van lys van dokumente.
19. Kennisgewing om dokumente vir insae oor te lê.
20. Kennisgewing om by verhoor oor te lê.
21. Bevel vir interdik *ex parte* verkry.
22. Bevel vir arrestering van persoon *suspectus de fuga*.
23. Opdrag om voorverhoor-onderhoud by te woon.
24. Bevel—voorverhoor-onderhoud.
25. Aansoek om verhoor met assessore.
26. Dagvaarding van assessor.
27. Rogatore kommissie.
28. Dagvaarding aan getuie (subpoena).

29. Warrant for fine or arrest of witness in default.
30. Warrant for arrest of witness in default.
31. Security on arrest or interdict ex parte.
32. Security when execution is stayed pending appeal.
33. Security when execution is allowed pending appeal.
34. Warrant of ejectment.
35. Warrant for delivery of goods.
36. Warrant of execution against property.
37. Notice of attachment in execution.
38. Security bond on attachment.
39. Notice to preferent creditor under section 66 of the Act.
40. Interpleader summons.
41. Security under rule 35.
42. Notice of application for garnishee order.
43. Affidavit in support of application for garnishee order.
44. Garnishee order.
45. Garnishee order for periodical payments.
46. Notice of application under section 65 of the Act.
47. Affidavit in support of application under section 65 of the Act.
48. Notice to judgment debtor to attend enquiry and produce documents.
49. Application for administration order.
50. Affidavit in support administration order.
51. Administration order.
52. Summons, small debts.
53. Notice, small debts.
54. Notice of abandonment of part of claim, etc.
55. Agreement not to appeal.
56. Request to inspect record.
57. Criminal record book.
58. Oath of office of shorthandwriter.
59. Certificate of correctness of record.

No. 1.—CIVIL RECORD BOOK.

Civil Record Book of the_____Magistrate's Court of_____held at_____ District of_____

No. of action.	Name and address of Plaintiff.	Plaintiff's Attorney.	Name and address of Defendant.	Defendant's Attorney.	Date and time of issue of summons.	Time for appearance expires.	Date of entry of appearance.	Nature of debt.	Date of judgment.	Judgment.	Taxed costs.	Remarks.

No. 2.—GENERAL HEADINGS.

(1) In actions.

In the Magistrate's Court for the District of_____ held at_____

No._____ of 19____

Between A.B., Plaintiff,

and

C.D., Defendant.

(2) In applications.

In the Magistrate's Court for the District of_____ held at_____

No._____ of 19____

Application of A.B., Applicant,

against

C.D., Respondent.

(3) In garnishee matters.

In the Magistrate's Court for the District of_____ held at_____

No._____ of 19____

In the matter of

A.B., Judgment Creditor.

C.D., Judgment Debtor.

E.F., Garnishee.

No. 3.—GENERAL CONCLUSIONS.

(1) Process for service.

Dated at_____this_____day of_____19____

_____

Clerk of the Court.

(2) Process for execution.

And return to this Court what you have done by virtue hereof, for which this shall be your warrant.

Dated at_____this_____day of_____19____

By Order of the Court.

_____

Clerk of the Court.

_____

(Attorney for) Execution Creditor.

(3) Notice.

Dated at_____this_____day of_____19____

_____

Attorney for the_____

29. Lasbrief vir betaling van boete deur of arrestering van nie-opgedaagde getuie.
30. Lasbrief vir arrestering van nie-opgedaagde getuie.
31. Borgakte by arres of interdik *ex parte*.
32. Borgakte by opskorting van eksekusie hangende appél.
33. Borgakte by eksekusie toegestaan hangende appél.
34. Lasbrief vir ontruiming.
35. Lasbrief vir aflewering van goedere.
36. Lasbrief van eksekusie teen goedere.
37. Kennisgewing van eksekutoriale beslaglegging.
38. Borgakte by beslaglegging.
39. Kennisgewing aan preferente skuldeiser ingevolge artikel 66 van die Wet.
40. Tussenpleitdagvaarding.
41. Borgakte ingevolge reël 35.
42. Kennisgewing van aansoek om skuldbeslagorder.
43. Beëdigde verklaring ter stawing van aansoek om skuldbeslagorder.
44. Skuldbeslagorder.
45. Skuldbeslagorder vir periodieke betalings.
46. Kennisgewing van aansoek ingevolge artikel 65 van die Wet.
47. Beëdigde verklaring ter stawing van aansoek ingevolge artikel 65 van die Wet.
48. Kennisgewing aan vonnisskuldenaar om ondersoek by te woon en dokumente oor te lê.
49. Aansoek om Administrasie-order.
50. Beëdigde verklaring ter stawing van administrasie-order.
51. Administrasie-order.
52. Dagvaarding, klein skulde.
53. Kennisgewing.
54. Kennisgewing van afstanddoening van gedeelte van eis, ens.
55. Ooreenkoms om nie te appeleer nie.
56. Versoek om notule in te sien.
57. Register van strafsake.
58. Ampseed van snelskrywer.
59. Sertifikaat van juiste verslag.

No. 1.—REGISTER VAN SIVIELE SAKE.

Register van Siviele Sake van die_____Magistraatshof van_____ gehou te_____ distrik_____

No. van aksie.	Naam en adres van eiser.	Eiser se prokureur.	Naam en adres van verweerder.	Verweerder se prokureur.	Dag en uur van uitreiking van dagvaarding.	Tyd vir verskyning verstryk.	Datum van aantekening van verskyning.	Aard van skuld.	Datum van vonnis.	Vonnis.	Getakseerde koste.	Opmerkings.

No. 2.—ALGEMENE OPSKRIFTE.

(1) By aksies.

In die Magistraatshof vir die Distrik_____ gehou te_____

No._____ van 19____

Tussen A.B., Eiser,

en

C.D., Verweerder.

(2) By aansoeke.

In die Magistraatshof vir die Distrik_____ gehou te_____

No._____ van 19____

Aansoek van A.B., Applikant,

teen

C.D., Respondent.

(3) By skuldbeslagsake.

In die Magistraatshof vir die Distrik_____ gehou te_____

No._____ van 19____

In die saak van

A.B., Vonnisskuldeiser.

C.D., Vonnisskuldenaar.

E.F., Beslagskuldenaar.

No. 3.—ALGEMENE SLOTVORMS.

(1) Prosesstukke vir diening.

Gedagteken te_____ op hede die_____dag van_____19____

_____

Klerk van die Hof.

(2) Prosesstukke vir tenuitvoerlegging.

En berig aan hierdie Hof wat u uit kragte hiervan verrig het, waartoe dit u tot magtiging strek.

Gedagteken te_____ op hede die_____dag van_____19____

Op las van die Hof.

_____

Klerk van die Hof.

_____

(Prokureur van) Eksekusieskuldeiser.

(3) Kennisgewing.

Gedagteken te_____ op hede die_____dag van_____19____

_____

Prokureur van die_____

To_____

(4) Security bond.

In witness whereof the said_____and_____ have hereunto set their hands at_____this_____ day of_____19____

As Witnesses:

1. (Signature and address)_____

2. (Signature and address)_____

(5) Agreement.

Witness our hands this_____day of_____19____

_____
Plaintiff or Plaintiff's Attorney.

_____
Defendant or Defendant's Attorney.

As witnesses:

1. (Signature and address)_____

2. (Signature and address)_____

(6) Affidavit.

Sworn at_____this_____day of_____19____

Before me.

(Signed)_____
Justice of the Peace (or Commissioner of Oaths).

No. 4.—GENERAL FORM OF NOTICE OF APPLICATION.

(Heading.)

Take notice that application will be made to this Court on the_____day of_____19____ at_____m., for an Order that (state shortly terms of order applied for).

(Conclusion.)

No. 5.—SUMMONS COMMENCING ACTION.

(Heading.)

To:

C.D., male, of 500 Pretorius Street, Pretoria, in the District of Pretoria, clerk, defendant.

You are hereby summoned that you do within_____days after the service of this summons upon you enter or cause to be entered with me and also the plaintiff or his attorney at the address specified herein an appearance to answer the claim of A.B., male, of 214 Long Street, Cape Town, in the District of Cape, grocer, the plaintiff herein for £_____ and costs, particulars whereof are endorsed hereon.

And take notice that in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence: but that, on payment of the said claim and costs to me within the said time, judgment will not be given against you herein; and that if at least 24 hours before the expiration of the said time, you so pay or lodge with me a consent to judgment, you will save judgment charges.

And further take notice that:—

(1) If you allege any exception or claim in reconvention, you must within seven days after appearance, deliver to me and to the said plaintiff or his attorney, a statement in writing of the nature and grounds thereof and

(2) if you allege a defence on the merits, you must, within seven days after appearance, so deliver a statement in writing showing the nature and grounds of such defence.

(Where the claim is for rent and it is desired to perfect the landlords hypothec for rent under the provisions of section *thirty-one* of the Act add)

And further take notice that you the defendant and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the property described in the particulars of claim endorsed hereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the Court.

(Conclusion.)

(Endorsement on back of summons and on the copy.)

(1) Particulars of claim.

(See Forms No. 6.)

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or, in the amount of £_____ and costs to date) and I consent to judgment accordingly.

Dated this_____day of_____19____

Defendant_____

NOTE.—If the consent is not given on the original Summons served it must be witnessed by two witnesses whose addresses must be given

(3) (Form of appearance to defend.)

To the Clerk of the Court.

Enter an appearance for the defendant, who intends to defend this action

Dated this_____day of_____19____ at_____

_____
Defendant or Defendant's Attorney.

Address_____

Postal address_____

(4) NOTICE.—Any person against whom a Court has, in a civil case given any judgment or made any order who has not satisfied in full such judgment or order and all costs for which he is liable in connection therewith, shall be guilty of an offence and liable on conviction to a

Aan_____

(4) Borgakte.

As bewys waarvan genoemde_____en_____ hierdie akte onderteken het te_____op hede_____dag van_____19____

As getuies:

1. (Handtekening en adres)_____

2. (Handtekening en adres)_____

(5) Ooreenkoms.

Onderteken op hede die_____dag van_____19____

_____
Eiser of Eiser se Prokureur.

_____
Verweerder of Verweerder se Prokureur.

As getuies:

1. (Handtekening en adres)_____

2. (Handtekening en adres)_____

(6) Beëdigde verklaring.

Beëdig te_____op hede die_____dag van_____19____

Voor my.

(Onderteken)_____
Vrederegter (of Kommissaris van Ede).

No. 4.—ALGEMENE VORM VAN KENNISGEWING VAN AANSOEK.

(Opskrif.)

Neem kennis dat aansoek by hierdie Hof gedoen sal word op die_____dag van_____19____ om_____m. om 'n bevel dat (vermeld kortliks die inhoud van die bevel waarom aansoek gedoen word).

(Slot.)

No. 5.—DAGVAARDING WAARDEUR AKSIE BEGIN WORD.

(Opskrif.)

Aan:

C.D., 'n manspersoon, van Pretoriusstraat 500, Pretoria, in die distrik Pretoria, klerk, verweerder.

U word hierby gedagvaar om binne_____dae nadat hierdie dagvaarding op u gedien is, by my en ook by die eiser of sy prokureur by die hierinvermelde adres verskyning aan te teken of te laat aanteken ten einde te antwoord op die eis van A.B., manspersoon, van Langstraat 214, Kaapstad, in die distrik Kaapstad, kruidenier, die eiser in hierdie saak vir £_____ met koste, waarvan die besonderhede hierop geendosseer is.

En neem kennis dat as u in gebreke bly om sulks te doen, dit geag sal word dat u voormelde eis erken, en die eiser met die saak kan voortgaan en vonnis in u afwesigheid teen u gevel kan word; dog dat vonnis nie in hierdie saak teen u gevel sal word nie as u genoemde eis met koste binne voormelde tydperk aan my betaal; en dat indien u minstens 24 uur voor verloop van voormelde tydperk, aldus betaal, of u toestemming tot vonnis by my indien, u die vonniskoste sal spaar.

En neem verder kennis dat—

(1) indien u enige eksepsie of eis in rekonvensie wil aanvoer, u binne sewe dae na verskyning aan my en aan genoemde eiser of sy prokureur in skriftelike verklaring van die aard en die gronde daarvan moet oorhandig; en

(2) indien u 'n verweer op die meriete aanvoer, u binne sewe dae na verskyning, aldus 'n skriftelike verklaring moet inlewer waarin die aard en gronde van sodanige verweer aangegee word.

As die eis vir huurgeld is en dit verlang word om die verhuurder se hipotheek vir huurgeld kragtens die bepalings van artikel *een-en-dertig* van die Wet te vestig, voeg by:—

En neem verder kennis dat u, die verweerder, en alle ander persone hierby verbied word om, alvorens 'n bevel dienaangaande deur die hof gegee is, enige van die meubels of besittings op die perseel in die besonderhede van die eis wat hierop geëndosseer is, omskryf, wat onderhewig is aan die eiser se hipotheek vir huurgeld, te verwyder of te laat verwyder of toe te laat dat dit verwyder word.

(Slot.)

(Endossement op keersy van dagvaarding en op die afskrif.)

(1) Besonderhede van eis.

(Sien Vorm No. 6.)

(2) Toestemming tot vonnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos beweer in hierdie dagvaarding (of, vir die bedrag van £_____ met koste tot op datum), en ek stem dienooreenkomstig tot vonnis toe.

Gedagteken op hede die_____dag van_____19____

Verweerder_____

LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat gedien is gegee word nie, moet dit onderteken word deur twee getuies wie se adresse opgegee moet word.

(3) (Vorm van verskyning tot verdediging.)

Aan die Klerk van die Hof.

Gelieve verskyning aan te teken vir verweerder wat voornemens is om hierdie aksie te verdedig.

Gedagteken op hede die_____dag van_____19____ te_____

_____
Verweerder of Verweerder se Prokureur.

Adres_____

Posadres_____

(4) KENNISGEWING.—Iedereen teen wie 'n hof in 'n siviele saak 'n vonnis gevel of 'n bevel uitgevaardig het, wat nie ten volle aan daardie vonnis of bevel en alle koste waarvoor hy in verband daarmee aanspreeklik is, voldoen het nie, pleeg 'n misdryf en is by skuldigbevinding

fine not exceeding £25 if he has changed his place of residence or employment and fails to give within fourteen days from the date of every such change to the Clerk of the Court which gave such judgment or made such order a notice in writing setting forth fully and correctly the new place of residence or employment.

No. 6.—ENDORSEMENT OF CLAIM ON SUMMONS.

NOTE.—These forms are examples only and are not either compulsory or applicable to all cases.

1. The plaintiff's claim is for the price of goods sold and delivered.

Particulars:

1944—1st January— Balance of account for butcher's meat to this date	£20 0 0
1944—1st January to 31st March— Butcher's meat	20 0 0
Total	£40 0 0
1944—1st February—Paid	15 0 0
Balance	£25 0 0

with costs, if the action is undefended, as follows:—

	Summons.	*Judgment.*
Attorney's charges	£1 0 6	£0 10 0
Court fees	0 1 0	0 1 0
Messenger's fees	0 2 6	—
Totals	£1 3 6	£0 11 0
Total		£1 14 6

(Conclusion.)

2. The plaintiff's claim is against the defendant, as maker of a promissory note for £25, dated 1st January, 1944, payable four months after date to A.B., of which the plaintiff is now the holder, which note was on 1st May, 1944, duly presented at the Standard Bank, Commissioner Street, Johannesburg, where the same was payable, and was dishonoured.

Particulars:

Principal	£25 0 0
Interest at_____per cent	1 0 0
Amount due	£26 0 0

with costs, etc.

3. The plaintiff's claim is for money lent to the defendant.

Particulars:

1st January, 1944	£50 0 0
1st June, 1944—Paid	25 0 0
Balance	£25 0 0
Interest at_____ per cent	5 0 0
Total	£30 0 0

with costs, etc.

4. The plaintiff's claim is (1) for arrears of rent due in respect of the defendant's monthly tenancy of 5 Pretorius Street.

(Where the summons contains an order interdicting the removal of goods pendente lite, add) and for confirmation of the order appearing on the face of this summons.

Particulars:

1st January, 1944.—Rent due for the month January, 1944	£10 0 0
1st February, 1944.—Rent due for the month February, 1944	10 0 0
1st March, 1944.—Rent due for the month March, 1944	10 0 0
Total	£30 0 0
15th February, 1944.—Paid	5 0 0
Balance	£25 0 0

with costs, etc.; and (2) for ejectment.

Particulars:

Plaintiff, on the 28th February, 1944, gave defendant one month's notice to leave the said premises.

5. The plaintiff's claim is for arrears of wages (or salary) a_____ at £_____ per_____

Particulars:

January, 1944	£20 0 0
February, 1944	20 0 0
	£40 0 0
15th February, 1944.—Paid	15 0 0
Balance	£25 0 0

with costs, etc.

6. The plaintiff's claim is for the delivery to him of movable property or damages in lieu of the delivery thereof, and for damages for the past non-delivery thereof, and for confirmation of the Order of Court, dated the_____ day of_____, 19____, interdicting the disposal of such movable property.

Particulars:

(1) On the 18th March, 1944, plaintiff lent to defendant a mahogany table and three bentwood chairs, value £26, to be returned on demand.

strafbaar met 'n boete van hoogstens vyf-en-twintig pond, indien hy sy woon- of werkplek verander het en versuim om binne veertien dae vanaf die datum van elke sodanige verandering, aan die klerk van die hof wat voornoemde vonnis gevel of bevel uitgevaardig het by skriftelike kennisgewing die nuwe woon- of werkplek volledig en juis mee te deel.

No. 6.—ENDOSSEMENT VAN EIS OP DAGVAARDING.

LET WEL.—Hierdie vorms is alleen voorbeelde en is nie verpligtend of van toepassing op alle gevalle nie.

1. Die eiser se eis is vir die prys van goedere wat verkoop en gelewer is.

Besonderhede:

1944—1 Januarie— Saldo van rekening vir slagtersvleis tot op datum	£20 0 0
1944—1 Januarie tot 31 Maart— Slagtersvleis	20 0 0
Totaal	£40 0 0
1944—1 Februarie—Betaald	15 0 0
Saldo	£25 0 0

met koste, as die aksie nie bestry word nie, as volg:—

	Dag-vaarding.	*Vonnis.*
Prokureurskoste	£1 0 6	£0 10 0
Hofgelde	0 1 0	0 1 0
Bodelone	0 2 6	—
Totale	£1 3 6	£0 11 0
Totaal		£1 14 6

(Slot.)

2. Die eiser se eis is teen die verweerder as ondertekenaar van 'n promesse vir £25, gedateer 1 Januarie 1944, betaalbaar aan A.B. vier maande na datum, waarvan die eiser nou die houer is, en wat op 1 Mei 1944 behoorlik aangebied was by die Standaardbank, Commissionerstraat, Johannesburg, waar dit betaalbaar was, en gedishonoreer is.

Besonderhede:

Hoofsom	£25 0 0
Rente teen_____persent	1 0 0
Verskuldigde bedrag	£26 0 0

met koste, ens.

3. Die eiser se eis is vir geld aan die verweerder geleen.

Besonderhede:

1 Januarie 1944	£50 0 0
1 Junie 1944—Betaald	25 0 0
Saldo	£25 0 0
Rente teen_____persent	5 0 0
Totaal	£30 0 0

met koste, ens.

4. Die eiser se eis is (1) vir agterstallige huurgeld verskuldig ten opsigte van die verweerder se maandelikse huur van Pretoriusstraat 5.

(As die dagvaarding 'n bevel bevat wat die verwydering van goedere *pendente lite* verbied, voeg by) en vir bekragtiging van die bevel wat op die voorkant van hierdie dagvaarding voorkom.

Besonderhede:

1 Januarie 1944.—Huurgeld verskuldig vir die maand Januarie 1944	£10 0 0
1 Februarie 1944.—Huurgeld verskuldig vir die maand Februarie 1944	10 0 0
1 Maart 1944.—Huurgeld verskuldig vir die maand Maart 1944	10 0 0
Totaal	£30 0 0
15 Februarie 1944—Betaald	5 0 0
Saldo	£25 0 0

met koste, ens.

en (2) vir ontruiming.

Besonderhede:

Op 28 Februarie 1944 het eiser verweerder een maand kennis gegee om die genoemde perseel te ontruim.

5. Die eiser se eis is vir agterstallige loon (of salaris) as 'n_____ teen £_____ per_____

Besonderhede:

Januarie 1944	£20 0 0
Februarie 1944	20 0 0
	£40 0 0
15 Februarie 1944—Betaald	15 0 0
Saldo	£25 0 0

met koste, ens.

6. Die eiser se eis is vir lewering aan hom van roerende goed of, in plaas van lewering daarvan, skadevergoeding, en vir skadevergoeding vir die nie-lewering daarvan in die verlede, en vir bekragtiging van die bevel van die hof, gedagteken die_____ dag van_____ 19____, wat die vervreemding van voormelde roerende goed verbied.

Besonderhede:

(1) Op 18 Maart 1944 het eiser aan verweerder 'n mahoniehouttafel en drie kromhoutstoele, ter waarde van £26, geleen, om op aanvraag teruggegee te word.

(2) On the 27th August, 1944, plaintiff demanded the return of the said table and chairs.
(3) Defendant refused and still refuses to return the said table and chairs.
(4) The reasonable hire of such table and chairs is 10s. a month.

Wherefore plaintiff claims—
(1) Return of the said table and chairs;
(2) Damage—
In addition to delivery..... £1 10 0
In lieu of delivery..... 27 0 0
with costs, etc.

7. The plaintiff's claim is for damages for personal injuries caused by defendant's negligence.

Particulars:
(1) On the 14th October, 1944, about 10 a.m., plaintiff was crossing Commissioner Street, Johannesburg, from north to south.
(2) At the same time defendant was driving a motor car along the said street from east to west.
(3) Defendant, by negligent driving, struck plaintiff and threw him to the ground, inflicting the following injuries:—
Left arm broken.
Three ribs broken.
Face severely cut.
Coat torn.
(4) Plaintiff, by reason of the above injuries was unable to pursue his occupation as a miner for seven weeks and incurred the following damages:—

Medical attendance.....	£17 3 6
Loss of earnings.....	60 0 0
Damages to coat.....	1 10 0
Pain and suffering.....	250 0 0
Total.....	£328 13 6

(5) Plaintiff admits that he is indebted to defendant in the sum of £100 as damages for breach of a contract to deliver to defendant 1,000 tons of coal, entered into between the parties verbally on 12th September, 1944, and sets off..... £100 0 0
Balance..... £228 13 6

(6) In order to bring the claim within the jurisdiction of the court, plaintiff abandons £28. 13s. 6d. and claims £200, with costs, etc.

8. The plaintiff's claim is as cessionary of a claim by J.K., of 444 Station Street, Bloemfontein, attorney, for professional services rendered, ceded to the plaintiff by the said J.K. by writing, dated 11th August, 1944.

Particulars:
1944.
March 1st and 8th.
Agreed fee for defence in Rex *v.* C.D., £10. 10s. with costs, etc.

No. 7.—Conclusion to endorsement of claim.

Plaintiff or Plaintiff's Attorney.
Address_____
Postal Address_____

No. 8.—Notice under sub-rule (12) of rule 8, for substituted service.

(Heading.)

To—
C.D., of_____

Take notice that a summons has been issued against you in this court by A.B., of_____, for the sum of_____ for goods sold and delivered (*or, as the case may be*), and that an order, has been made that the publication of notice of such summons shall be deemed to be good and sufficient service of the summons on you. You are required to enter an appearance to the summons on or before the_____day of_____19____; and, if you do not do so, judgment may be given against you in your absence.
[Conclusion No. 3 (1).]

No. 9.—Notice of consent to judgment.

(Heading.)

You are hereby informed that the defendant has to-day consented to judgment herein for £_____with costs of £_____
(Date.)

Clerk of the Court.

To the Plaintiff('s Attorney).

No. 10.—Request for default judgment.

(Heading.)

The plaintiff hereby applies that—
(1) the defendant having been duly served;
(2) the time for appearance by the defendant having expired; and
(3) the defendant not having entered an appearance to defend;

(2) Op 27 Augustus 1944, het eiser teruggawe van genoemde tafel en stoele geëis.
(3) Verweerder het geweier en weier nog om genoemde tafel en stoele terug te gee.
(4) Die redelike huurgeld vir voormelde tafel en stoele is 10s. per maand.

Daarom vorder eiser:
(1) Teruggawe van genoemde tafel en stoele;
(2) Skadevergoeding—
Benewens lewering..... £1 10 0
In plaas van lewering..... 27 0 0
met koste, ens.

7. Die eiser se eis is vir skadevergoeding vir persoonlike beserings deur verweerder se nalatigheid veroorsaak.

Besonderhede.
(1) Op 14 Oktober 1944, omstreeks 10 vm., het eiser Commissionerstraat, Johannesburg, van noord na suid oorgesteek.
(2) Terselfdertyd het verweerder 'n motor langs genoemde straat van oos na wes bestuur.
(3) As gevolg van nalatige bestuur het verweerder eiser raakgery en hom na die grond geslinger waardeur eiser die volgende beserings opgedoen het:—
Linkerarm gebreek.
Drie ribbes gebreek.
Gesig ernstig gesny.
Baadjie geskeur.
(4) As gevolg van bogenoemde beserings was eiser vir sewe weke nie in staat om sy beroep as mynwerker uit te oefen nie en het die volgende skade gely:—

Geneeskundige behandeling, ens.....	£17 3 6
Loonverlies.....	60 0 0
Beskadiging van baadjie.....	1 10 0
Pyn en lyding.....	250 0 0
Totaal.....	£328 13 6

(5) Eiser erken dat hy aan verweerder £100 verskuldig is as skadevergoeding weens nie-nakoming van 'n kontrak om aan verweerder 1,000 ton steenkool te lewer, wat mondelings tussen die partye aangegaan is op 12 September 1944, en bring in skuldvergelyking..... £100 0 0
Saldo..... £228 13 6

(6) Ten einde die vordering binne die regsbevoegdheid van die hof te stel doen eiser afstand van £28. 13s. 6d., en eis £200 met koste, ens.

8. Die eiser se eis is as sessionaris van 'n eis deur J.K. van Stasiestraat 444, Bloemfontein, prokureur, vir gelewerde professionele dienste, by geskrifte, gedagteken 11 Augustus 1944, aan die eiser deur genoemde J.K. gesedeer.

Besonderhede:
1944.
1ste en 8ste Maart.
Honorarium waartoe ooreengekom is insake Rex *vs.* C.D., £10. 10s., met koste, ens.
Honorarium waartoe ooreengekom is in Rex *vs.* C.D., £10. 10s., met koste, ens.

No. 7.—Slot van Endossement van Eis.

Eiser of Eiser se Prokureur.
Adres_____
Posadres_____

No. 8.—Kennisgewing ingevolge subreël (12) van reël 8 vir gesubstitueerde diening.

(Opskrif.)

Aan—
C.D., van_____

Neem kennis dat 'n dagvaarding teen u uitgereik is in hierdie hof deur A.B. van_____ vir die som van_____ vir goedere wat verkoop en gelewer is (*of wat die geval ook mag wees*), en dat 'n bevel gegee is dat die publikasie van kennisgewing van voormelde dagvaarding geag word deugdelike en voldoende diening van die dagvaarding op u te wees. U word aangesê om verskyning aan te teken in antwoord op die dagvaarding op of voor die_____ dag van_____19____, en as u dit nie doen nie, kan vonnis in u afwesigheid teen u gevel word.
[Slot No. 3 (1).]

No. 9.—Kennisgewing van toestemming tot vonnis.

(Opskrif.)

Hierby word u in kennis gestel dat die verweerder vandag toegestem het tot vonnis in hierdie saak vir die bedrag van £_____ met koste ten bedrae van £_____
(Datum)_____

Klerk van die Hof.

Aan die eiser (of sy prokureur).

No. 10.—Versoek om vonnis by verstek.

(Opskrif.)

Die eiser versoek hierby dat, aangesien—
(1) diening behoorlik op die verweerder bewerkstellig is;
(2) die tydperk vir verweerder se verskyning verstryk het; en
(3) die verweerder nie verskyning tot verdediging aangeteken het

judgment may be entered against the defendant, as claimed in the summons, together with £_____ for interest at_____ per cent. from the date of summons.

Dated this_____day of_____19____

_____
Plaintiff or Plaintiff's Attorney.

No. 11.—NOTICE OF WITHDRAWAL.

(Heading.)

Take note that the above-named plaintiff hereby withdraws the above action and consents to pay the defendant's taxed costs.

(Conclusion.)

No. 12.—NOTICE OF APPLICATION FOR SUMMARY JUDGMENT.

(Heading.)

Take notice that application will be made to this court on the _____day of_____ 19____, at_____m., for leave to enter judgment against you in this action for £_____ and costs.

And further take notice that the affidavit of_____ of which a copy is served herewith, will then be used in support of such application, and that you may reply thereto by affidavit.

(Conclusion.)

No. 13.—AFFIDAVIT IN SUPPORT OF APPLICATION FOR SUMMARY JUDGMENT.

(Heading.)

I, _____
(Address) _____
(Occupation) _____
make oath and say as follows:—

(1) I am the plaintiff in this action (*or*, the facts herein stated are within my own knowledge, and I am duly authorized to make this affidavit).

(2) The defendant is indebted to the plaintiff in the sum of £_____ on the grounds stated in the summons.

(3) I verily believe that the defendant has not a *bona fide* defence to this action and that appearance has been entered solely for purposes of delay.

(Conclusion.)

No. 14.—AFFIDAVIT UNDER SECTION *thirty-two* OF THE ACT.

(Heading.)

I, _____
(Address) _____
(Occupation) _____
make oath and say as follows:—

(1) I am the landlord (*or*, the agent of the landlord, *naming him*) of premises situate (*describe the premises*).

(2) A_____ B_____, of (*describe the tenant*) is justly indebted to me (*or*, to my said principal) in the sum of £_____ for rent of the said premises from the_____day of_____ 19____, to the_____day of_____, 19____.

(3) The said sum of £_____ became due upon the_____day of_____, 19____.

(4) The said rent has been demanded from the said A_____ B_____ on the _____ day of_____,19____, but has not yet been paid.

OR (4) I believe that the said A_____ B_____ is about to remove certain movables, now upon the said premises, from such premises in order to avoid payment of the said rent.

(Conclusion.)

No. 15.—SECURITY UNDER SECTION *thirty-two* OF THE ACT.

(Heading.)

Whereas X_____ Y_____, of_____ (*describe the landlord*), has applied for the issue of an order to attach the movable property upon_____ (*describe the leased premises*) for the sum of £_____ for rent due by A_____ B_____ of_____ (*describe the tenant*) and £_____ for costs:

Now therefore the said X_____ Y_____ and P_____ Q_____ of_____ (*describe the surety*), as surety and co-principal debtor for him the said X_____ Y_____, hereby bind themselves, jointly and severally that the said X_____ Y_____ and P_____ Q_____ or either of them shall pay, to the said A_____ B_____ or whom else it may concern all damage, costs and charges which he or they may sustain by reason of the attachment of the said movable property in case the said attachment is set aside.

(Conclusion.)

No. 16.—ORDER UNDER SECTION *thirty-two* OF THE ACT.

(Heading.)

It is ordered:

1. That the Messenger of the Court do attach so much of the _____ (*describe the movables*) in the_____ (house, store *or, as the case may be*) situate_____ (*describe the premises*) as shall be sufficient to satisfy the sum of £_____ rent and £_____ costs.

(Conclusion.)

nie, vonnis teen die verweerder aangeteken word soos in die dagvaarding geëis, benewens £_____ by wyse van rente teen_____persent vanaf die datum van die dagvaarding.

Gedagteken op hede die_____ dag van_____19____

_____
Eiser of Eiser se Prokureur.

No. 11.—KENNISGEWING VAN TERUGTREKKING.

(Opskrif.)

Neem kennis dat bogenoemde eiser hierby voormelde saak terugtrek en toestem om die verweerder se getakseerde koste te betaal.

(Slot.)

No. 12.—KENNISGEWING VAN AANSOEK OM SUMMIERE VONNIS.

(Opskrif.)

Neem kennis dat aansoek by hierdie hof gedoen sal word op_____ die_____ dag van_____19____, om_____m., om verlof om in hierdie aksie vonnis teen u aan te teken vir £_____ met koste.

En neem verder kennis dat die beëdigde verklaring deur_____ waarvan 'n afskrif hierby gedien word, dan gebruik sal word ter staving van die aansoek, en dat u daarop by wyse van 'n beëdigde verklaring kan antwoord.

(Slot.)

No. 13.—BEEDIGDE VERKLARING TER STAWING VAN 'N AANSOEK OM SUMMIERE VONNIS.

(Opskrif.)

Ek, _____
(Adres) _____
(Beroep) _____
verklaar onder eed as volg:—

(1) Ek is die eiser in hierdie aksie (*of* ek dra persoonlike kennis van die feite hierin vermeld, en ek is behoorlik gemagtig om hierdie beëdigde verklaring te doen).

(2) Die verweerder is aan die eiser die bedrag van £_____ verskuldig op die gronde in die dagvaarding vermeld.

(3) Dit is my stellige oortuiging dat die verweerder geen *bona fide* verweer in hierdie aksie het nie, en dat verskyning aangeteken is uitsluitlik met die doel om die saak te vertraag.

No. 14.—BEËDIGDE VERKLARING INGEVOLGE ARTIKEL *twee-en-dertig* VAN DIE WET.

(Opskrif.)

Ek, _____
(Adres) _____
(Beroep) _____
verklaar onder eed as volg:—

(1) Ek is die verhuurder (*of* die agent van die verhuurder, *met vermelding van sy naam*) van die perseel geleë (*omskryf die perseel*).

(2) A_____ B_____, van (*beskryf die huurder*) is wettiglik aan my (*of* aan my voornoemde prinsipaal) die bedrag van £_____ verskuldig by wyse van huurgeld vir genoemde perseel vanaf die_____dag van_____19____ tot die_____ dag van_____19____

(3) Voormelde bedrag van £_____ het verskuldig en opeisbaar geword op die_____ dag van_____19____

(4) Genoemde A_____ B_____ is op die_____ dag van_____19____, aangemaan om voormelde huurgeld te betaal, maar dit is nog nie betaal nie.

OF

(4) Ek verstaan dat genoemde A_____ B_____ op die punt staan om sekere roerende goedere wat nou op genoemde perseel is van die perseel te verwyder met die doel om betaling van voormelde huurgeld te ontduik.

(Slot.)

No. 15.—SEEERHEIDSTELLING INGEVOLGE ARTIKEL *twee-en-dertig* VAN DIE WET.

(Opskrif.)

Nademaal X_____ Y_____, van (*beskryf die verhuurder*) aansoek gedoen het om die uitreiking van 'n bevel om op die roerende goedere op_____ (*beskryf die verhuurde perseel*) beslag te lê vir die bedrag van £_____ synde huurgeld deur A_____ B_____ van_____ (*beskryf die huurder*), verskuldig, en £_____ as koste:

So is dit dat genoemde X_____ Y_____ en P_____ Q_____, van_____ (*beskryf die borg*), as borg en mede-hoofskuldenaar van genoemde X_____ Y_____, hierby onderneem en hul gesamentlik en afsonderlik bind dat hul genoemde X_____ Y_____ en P_____ Q_____, of elk van hul aan genoemde A_____ B_____, of wie dit anders mag aangaan, alle skade, koste en onkoste sal betaal en vergoed wat hy of hul mag ly as gevolg van die beslaglegging op voormelde roerende goed, ingeval sodanige beslaglegging te niet gedoen word.

(Slot.)

No. 16.—BEVEL KRAGTENS ARTIKEL *twee-en-dertig* VAN DIE WET.

(Opskrif.)

Dit word gelas:

1. Dat die geregsbode op 'n genoegsame hoeveelheid van die _____ (*beskryf die roerende goedere*) in die_____ (huis, winkel, *of wat die geval ook mag wees*) geleë_____ (*beskryf die perseel*) beslag lê om die bedrag van £_____ huurgeld en £_____ koste te dek.

(Slot.)

No. 17.—CONSENT TO SALE OF GOODS ATTACHED UNDER SECTION *thirty-two* OF THE ACT.

(Heading.)

To the Clerk of the Court:

I, A_____ B_____, of_____, the above respondent, hereby admit that the property attached in the above matter is subject to a hypothec to the above applicant to the extent of £_____ and I consent to the sale of the said property in satisfaction of the said amount of £_____ *plus* costs and messenger's charges.

Dated at_____ this_____ day of_____, 19____.

_____
Respondent.

As Witness:

_____

No. 18.—NOTICE TO DELIVER SCHEDULE OF DOCUMENTS.

(Heading.)

Take notice that the_____ requires you, within three days after receiving this notice, to deliver a schedule specifying the books and documents in your possession or under your control relating to the action which you intend to use in the above action, or are material to prove or disprove either party's case.

[Conclusion as in Form 3 (3).]

No. 19.—NOTICE TO PRODUCE DOCUMENTS FOR INSPECTION.

(Heading.)

Take notice that the_____ requires you to produce for his inspection at your office on_____ at_____ m., the documents specified in your schedule of documents (*or* the accounts and documents upon which the action is founded), and also the documents specified in the notice delivered to you herein on the_____ day of_____ 19____, in terms of sub-rule (4) of rule 24.

[Conclusion as in Form 3 (3).]

No. 20.—NOTICE TO PRODUCE (GENERAL FORM).

(Heading.)

Take notice that you are hereby required to produce and show to the Court, on the trial of this action, all books and documents disclosed in your schedule of documents, and also (*specify documents*).

[Conclusion as in Form 3 (3).]

No. 21.—ORDER FOR INTERDICT OBTAINED EX PARTE.

(Heading.)

It is ordered:

(1) That a rule nisi be and it is hereby granted calling upon_____ (*respondent*) of_____ (*respondent's address*) to show cause, if any, to this Court on the_____ day of_____, 19____, at_____ in the_____ noon, or so soon thereafter as he can be heard, why_____ shall not be interdicted from_____ (*set out the acts from which respondent or any other person is restrained*) pending the decision of an action to be brought by the applicant against the said_____ (*respondent*) for_____ (*set out the nature of the claim*).

(2) That the said action be commenced within_____ days.

(3) That this rule operate as an interim interdict.

By Order of the Court.

_____
Clerk of the Court.

_____
Applicant's Attorney,
_____ Street.

No. 22.—ORDER FOR ARREST OF PERSON *suspectus de fuga*

(Heading.)

It is ordered:

(1) That the Messenger of the Court do take the body of_____ (*respondent*) and safely keep him and have him before this Court at_____ o'clock in the_____ noon on the_____ day of_____, 19____, then and there to show cause why he should not be detained to abide the judgment of this Court in an action for a sum of £_____ to be instituted against him by the applicant.

(2) That the said action be instituted within forty-eight hours from the date of this order.

By Order of the Court.

_____
Clerk of the Court.

_____
Applicant's Attorney,
_____ Street.

No. 23.—DIRECTION TO ATTEND PRE-TRIAL CONFERENCE.

(Heading.)

[Direction in terms of section 54 (1), Act No. 32 of 1944.]

To the Plaintiff's Attorney/The Defendant's Attorney.

You are hereby directed to attend a conference to be held before the Magistrate in chambers on the_____ day of_____, 19____, at_____ noon, to consider:—

(*a*) the simplification of the issues raised in the summons and pleadings;

(*b*) the necessity or desirability of amendments to the pleadings;

(*c*) the possibility of obtaining admissions of fact and of documents with a view to avoiding unnecessary proof.

No. 17.—TOESTEMMING TOT VERKOOP VAN GOEDERE WAAROP KRAGTENS ARTIKEL *twee-en-dertig* VAN DIE WET BESLAG GELE IS.

(Opskrif.)

Aan die Klerk van die Hof:

Ek, A_____ B_____, van_____ bogenoemde respondent, erken hierby dat die goed waarop in bogenoemde saak beslag gelê is onderworpe is aan 'n hipotheek ten gunste van bogenoemde applikant tot die bedrag van £_____ en ek stem toe dat genoemde goed verkoop word ter vereffening van genoemde bedrag van £_____ plus koste en bodelone.

Gedagteken te_____ op hede die_____ dag van_____ 19____.

_____
Respondent.

As Getuie:

_____

No. 18.—KENNISGEWING VIR INLEWERING VAN LYS VAN DOKUMENTE.

(Opskrif.)

Neem kennis dat die_____ u aansê om binne drie dae na ontvangs van hierdie kennisgewing, 'n lys in te lewer waarin die boeke en dokumente in u besit of onder u beheer wat betrekking het op die aksie en wat u van plan is om in bogenoemde aksie te gebruik of wat daartoe kan bydra om die saak van een van die twee partye te bewys, of te weerlê, aangegee word.

[Slot soos in Vorm 3 (3).]

No. 19.—KENNISGEWING OM DOKUMENTE VIR INSAE OOR TE LÊ.

(Opskrif.)

Neem kennis dat die_____ u aansê om die dokumente vermeld in u lys van dokumente (*of* die rekenings en dokumente waarop die aksie berus) asook die dokumente aangegee in die kennisgewing wat in hierdie saak aan u oorhandig is op die_____ dag van_____ 19____ kragtens subreël (4) van reël 24 aan hom ter insae oor te lê in u kantoor op_____ om_____ m.

[Slot soos in Vorm 3 (3).]

No. 20.—KENNISGEWING TOT OORLEGGING (ALGEMENE VORM).

(Opskrif.)

Neem kennis dat u hierby aangesê word om by die verhoor van hierdie aksie alle boeke en dokumente, vermeld in u lys van dokumente, aan die hof oor te lê en te vertoon, asook (*vermeld dokumente noukeurig*).

[Slot soos in Vorm 3 (3).]

No. 21.—BEVEL VIR INTERDIK *ex parte* VERKRY.

(Opskrif.)

Dit word beveel:

(1) Dat 'n bevel *nisi* hierby verleen word waarby_____ (*respondent*) van_____ (*respondent se adres*) opgeroep word om voor hierdie hof op die_____ dag van_____ 19____ om_____ in die_____ middag, of so spoedig daarna as wat hy gehoor kan word, gronde aan te voer, as daar gronde is, waarom_____ nie verbied sal word om_____ (*vermeld die handelinge wat die respondent of 'n ander persoon belet word om te verrig*) hangende die beslissing van 'n aksie wat deur die applikant ingestel gaan word teen genoemde_____ (*respondent*) vir_____ (*vermeld die aard van die eis*).

(2) Dat voormelde aksie begin word binne_____ dae.

(3) Dat hierdie bevel geld as 'n interim interdik.

Op Bevel van die Hof.

_____
Klerk van die Hof.

_____
Applikant se Prokureur.
_____ straat.

No. 22.—BEVEL VIR ARRESTERING VAN PERSOON *suspectus de fuga*.

(Opskrif.)

Dit word beveel:

(1) Dat die Geregsbode_____ (*respondent*) arresteer en hom in veilige bewaring hou en voor hierdie hof bring om_____ in die_____ middag op die_____ dag van_____ 19____, om dan en daar gronde aan te voer waarom hy nie aangehou sal word nie om die vonnis van hierdie hof af te wag in 'n aksie wat die applikant teen hom gaan instel vir die bedrag van £_____

(2) Dat genoemde aksie binne agt-en-veertig uur vanaf die datum van hierdie bevel ingestel word.

Op Bevel van die Hof.

_____
Klerk van die Hof.

_____
Applikant se Prokureur.
_____ straat.

No. 23.—OPDRAG OM VOORVERHOOR-ONDERHOUD BY TE WOON.

(Opskrif.)

[Opdrag ooreenkomstig artikel 54 (1), Wet No. 32 van 1944.]

Aan Eiser se Prokureur/Verweerder se Prokureur.

U word hierby aangesê om 'n onderhoud wat voor die magistraat in kamers op die_____ dag van_____ 19____, om_____ middag gehou sal word, by te woon ter oorweging van die volgende—

(*a*) die vereenvoudiging van die geskilpunte wat in die dagvaarding en pleitskrifte opgewerp is.

(*b*) die noodsaaklikheid of wenslikheid daarvan om die pleitskrifte te wysig;

(*c*) die moontlikheid om erkenning van feite en van skriftelike stukke te verkry met die oog op die vermyding van onnodige bewyse;

(*d*) the limitation of the number of expert witnesses;
*(*e*) _____

Dated at_____, this_____day of_____, 19____.
By Order of the Court.

Clerk of the Court.
* Delete matters inapplicable.

No. 24.—ORDER—PRE-TRIAL CONFERENCE.
(Heading.)

[Order in terms of section 54 (2), Act No. 32 of 1944.]
To the Plaintiff's Attorney/Defendant's Attorney.
The following is a recital of what took place at a conference held in chambers at_____, on the_____ day of_____, 19____, between the parties and/or their representatives.
(1)
(2)
(3)
(4)
(5)
Dated at_____, this_____ day of_____, 19____.
By Order of the Court.

Clerk of the Court.
To Plaintiff's Attorney.
To Defendant's Attorney.

No. 25.—APPLICATION FOR TRIAL WITH ASSESSORS.
(Heading.)

The plaintiff (*or* defendant) hereby applies to have the above action tried with assessors.
Either (1)
The defendant (*or* plaintiff) consents to such application and to the appointment of the following assessor:
A.B., of, etc.

Plaintiff or Plaintiff's Attorney.

Defendant or Defendant's Attorney.

Or (2)
The defendant (*or* plaintiff) consents to such application, but the parties are unable to agree upon the names of assessors:
Wherefore the parties pray the Court to appoint an assessor (or two assessors), excluding the following assessors (*set out the names of those assessors whom one or other of the parties objects to*):

Plaintiff or Plaintiff's Attorney.

Defendant or Defendant's Attorney

Or (3)
The defendant (*or* plaintiff) objects to such application:
Wherefore the plaintiff (*or* defendant) has set down this application for hearing on the_____ day of_____, 19____, at_____m.

Plaintiff (*or* Defendant) or Plaintiff's (*or* Defendant's) Attorney.

To the Clerk of the Court and
To the Defendant (or Plaintiff).
Application *granted* / *refused* this_____ day of_____19____
Assessors appointed: A.B., etc.

Clerk of the Court.

No. 26.—SUMMONS TO ASSESSOR.
(Heading.)

Sir,
You are hereby summoned to attend and serve as an Assessor in this Court on the_____ day of_____, 19____, at_____m., to assist the Court in the above action in accordance with the provisions of section *thirty-four* of the Magistrates' Courts Act, 1944.
I have the honour to be,
Sir,
Your obedient servant,

Clerk of the Court.
To A.B., etc.

No. 27.—COMMISSION de bene esse.
(Heading.)

To_____
of_____
GREETING:
Under and by virtue of the authority vested in me by section *fifty-three* of the Magistrates' Courts Act, 1944, I do hereby commit to you full power and authority as a Commissioner of this Court to examine G_____ H_____, of_____ (and such other witnesses as either of the parties to this suit may desire to call) and to take the evidence on oath of the said witness(es) in the above suit now pending in this Court.
Given under my hand at_____ this_____ day of_____, 19____.

Magistrate.

(*d*) die beperking van die aantal deskundige getuies;
*(*e*) _____

Gedagteken te_____ hede die_____ dag van_____19____
Op Bevel van die Hof.

Klerk van die Hof.
* Skrap wat nie van toepassing is nie.

No. 24.—BEVEL—VOORVERHOOR-ONDERHOUD.
(Opskrif.)

[Bevel kragtens artikel 54 (2) van Wet No. 32 van 1944.]
Aan die Eiser se Prokureur/Verweerder se Prokureur.
Onderstaande is 'n opsomming van wat plaasgevind het by 'n voorverhoor-onderhoud gehou in kamers te_____ op die_____ dag van_____19____, tussen die partye en/of hul verteenwoordigers:
(1)
(2)
(3)
(4)
(5)
Gedageteken te_____ hede die_____ dag van_____19____
Op Bevel van die Hof.

Klerk van die Hof.
Aan Eiser se Prokureur.
Aan Verweerder se Prokureur.

No. 25.—AANSOEK OM VERHOOR MET ASSESSORE.
(Opskrif.)

Hierby doen die eiser (*of* verweerder) aansoek dat bogenoemde aksie met assessore verhoor word.
Of (1)
Die verweerder (*of* eiser) stem toe tot sodanige aansoek en tot die aanstelling van die volgende assessor:
A.B. van_____, ens.

Eiser of Eiser se Prokureur.

Verweerder of Verweerder se Prokureur.

Of (2)
Die verweerder (*of* eiser) stem toe tot sodanige aansoek ,maar die partye kan nie ooreenkom wat betref die name van die assessore nie.
Derhalwe versoek die partye die hof om 'n assessor (*of* twee assessore) aan te stel, met uitsluiting van die volgende assessore (*vermeld die name van daardie assessore teen wie die een of die ander party beswaar maak*).

Eiser of Eiser se Prokureur.

Verweerder of Verweerder se Prokureur.

Of (3)
Die verweerder (*of* die eiser) maak beswaar teen sodanige aansoek; derhalwe het die eiser (*of* verweerder) hierdie aansoek op die rol geplaas vir verhoor op die_____ dag van_____19____, om_____m.

Eiser (*of* Verweerder) of Eiser (*of* Verweerder) se Prokureur.

Aan die Klerk van die Hof en aan die Verweerder (*of* Eiser).
Aansoek toegestaan/van die hand gewys op hede die_____ dag van_____19____
Assessore aangestel: A.B., ens.

Klerk van die Hof.
(Slot.)

No. 26.—DAGVAARDING VAN ASSESSOR.
(Opskrif.)

Meneer,
U word hierby opgeroep om teenwoordig te wees en as assessor te dien in hierdie hof op die_____ dag van_____19____, om_____m., ten einde die hof behulpsaam te wees in bogenoemde aksie ooreenkomstig die bepalings van artikel *vier-en-dertig* van die Magistraatshowewet, 1944.
U dienswillige,

Klerk van die Hof.
Aan A.B., ens.

No.27.—ROGATORE KOMMISSIE.
(Opskrif.)

Aan_____
van_____
SALUUT:
Kragtens die bevoegdheid my verleen by artikel *drie-en-vyftig* van die Magistraatshowewet, 1944 verleen ek hierby volle mag aan u as 'n kommissaris van hierdie hof om G_____ H_____, van_____ (en sodanige ander getuies as wat enigeen van die partye in hierdie saak wens te roep) te ondervra, en die getuienis van genoemde getuie(s) in bogenoemde saak wat nou hangende is in hierdie hof, onder eed af te neem.
Deur my onderteken te_____ op hede die_____ dag van_____19____

Magistraat.

No. 28.—SUBPOENA.

(Heading.)

To

(1) A.B., of_____

(2) C.D., of_____

(3) E.F., of_____

(4) G.H., of_____

You are hereby required to appear in person before this Court at _____ on the_____ day of_____, 19____, at the hour of_____ in the action on behalf of the_____

Where documents are required to be produced, add:—

(1) and to bring with you and then produce to the Court the several documents specified in the list hereunder:—

(Conclusion.)

(2) List of documents to be produced:—

Date.	Description.	Original or Copy.

[See back.]

[Print on back, paragraphs (*a*) and (*b*) of sub-section (2) of section *fifty-one* of the Act.]

No. 29.—WARRANT FOR FINE OR ARREST OF WITNESS IN DEFAULT.

(Heading.)

To the Messenger of the Court and to the Keeper of the Gaol of the above District.

Whereas A.B., of_____, has been duly subpoenaed to give evidence (*or* to produce certain books, papers or documents, *as the case may be*) in the above matter before this Court at_____m., on the_____ day of_____, 19____, and has made default:

And whereas this Court has imposed upon the said A.B. for his said default a fine of_____ pounds and for non-payment has committed him to gaol of the above district for a period of_____

This is therefore to authorize and require you the said Messenger of this Court to take the body of the said A.B. and, unless he shall pay to you the said sum of_____ pounds, to deliver him to the Keeper of the Gaol of this district together with this warrant there to be safely kept until he shall have paid the said sum of_____ pounds or until the expiration of the said period of_____ from the day on which the said A.B. shall be received into or retained in the said prison by virtue of this warrant whichever of the two shall first happen or until the said A.B. shall be otherwise legally discharged.

And this is to command you the said Keeper of the said Gaol to receive and safely keep the said A.B. as aforesaid.

(Conclusion.)

No. 30.—WARRANT FOR THE ARREST OF WITNESS IN DEFAULT.

(Heading.)

To the Messenger of the Court.

Whereof A.B., of_____, has been duly subpoenaed to give evidence (*or*, to produce certain books, papers or documents, *as the case may be*) in the above matter before this Court at_____m., on the_____ day of_____, 19____, and has made default:

This is therefore to authorize and require you to take the body of the said A.B. and have him before this Court at_____m., on the_____ day of_____, 19____, then and there to give his evidence and to be otherwise dealt with according to law

(Conclusion.)

No. 31.—SECURITY ON ARREST OR INTERDICT ex parte.

(Heading.)

Whereas A.B., of_____, has applied for the issue of a warrant of arrest against C.D., of_____ (*or*, an arrest or interdict against the goods of C.D. at_____), and the Court has fixed the security to be given by the said A.B. at the sum of £_____.

Now therefore the said A.B. binds himself to satisfy any lawful claim by the said C.D. against him the said A.B. for damages which the said C.D. may suffer by reason of the said arrest (or interdict) in case the said arrest (or interdict) be hereafter set aside.

And the said E.F. hereby binds himself as surety for and co-principal debtor with the said A.B. in a sum not exceeding the said sum of £_____ for the due fulfilment by the said A.B. of the obligation undertaken by him by these presents.

(Conclusion.)

No. 32.—SECURITY WHEN EXECUTION IS STAYED PENDING APPEAL.

(Heading.)

Whereas the said A.B. by judgment of this Court on the_____ day of_____, 19____, recovered against the said C.D. the sum of £_____, together with the sum of £_____ for costs.

And whereas the said C.D. has applied to the Court for a stay of execution pending appeal (*or* pending the hearing of an application to review and reverse the said judgment) and the Court has directed that execution be stayed accordingly subject to the said C.D. giving security within_____ days:

No. 28.—DAGVAARDING VAN 'N GETUIE.

(Opskrif.)

Aan

(1) A.B., van_____

(2) C.D., van_____

(3) E.F., van_____

(4) G.H., van_____

U word hierby aangesê om persoonlik voor hierdie hof te verskyn te_____, op die_____ dag van_____19____, om_____ in die_____middag, in die aksie ten behoewe van die_____

(Indien dokumente oorgelê moet word, voeg by:)

(1) en die dokumente wat in onderstaande lys opgenoem word, met u saam te bring en hul dan aan die hof oor te lê:—

(Slot.)

(2) Lys van dokumente wat oorgelê moet word:—

Datum.	Beskrywing.	Oorspronklike of afskrif.

(Sien keersy.)

[Druk paragrawe (*a*) en (*b*) van subartikel (2) van artikel *een-en-vyftig* van die Wet op die keersy.]

No. 29.—LASBRIEF VIR BETALING VAN BOETE DEUR OF VIR ARRESTERING VAN NIE-OPGEDAAGDE GETUIE.

(Opskrif.)

Aan die Geregsbode en die Sipier van die Gevangenis van voornoemde Distrik.

Nademaal A.B. van_____ behoorlik gedagvaar is om in bogenoemde saak getuienis af te lê (*of* om sekere boeke, geskrifte of dokumente oor te lê, *na gelang van die geval*) voor hierdie hof om _____m op die_____ dag van_____19____ en in gebreke gebly het.

En nademaal hierdie hof genoemde A.B. 'n boete van £_____ opgelê het weens sy versuim, en hom by wanbetaling na die gevangenis van voornoemde distrik verwys het vir 'n tydperk van_____

So word u, genoemde bode van hierdie hof, hierby gemagtig en beveel om genoemde A.B. te neem, en, tensy hy voornoemde bedrag van_____ pond aan u betaal, hom tesame met hierdie lasbrief af te lewer aan die sipier van die gevangenis van hierdie distrik om aldaar in veilige bewaring gehou te word totdat hy genoemde bedrag van_____ pond betaal, of tot verloop van die tydperk van _____ vanaf die dag waarop genoemde A.B. ingevolge hierdie lasbrief in voormelde gevangenis opgeneem of aangehou word, watter van die twee gebeurtenisse ook al eerste plaasvind, of totdat voornoemde A.B. andersins wettiglik ontslaan word.

En u, genoemde sipier van voormelde gevangenis, word hierby beveel om genoemde A.B. op te neem, en soos hierbo vermeld in veilige bewaring te hou.

(Slot.)

No. 30.—LASBRIEF VIR ARRESTERING VAN NIE-OPGEDAAGDE GETUIE.

(Opskrif.)

Aan die Geregsbode.

Nademaal A.B. van_____ behoorlik gedagvaar is om in bogenoemde saak getuienis af te lê (*of* om sekere boeke, geskrifte, of dokumente oor te lê, *na gelang van die geval*) voor hierdie hof om _____m., op die_____ dag van_____19____ en in gebreke gebly het.

So word u hierby gemagtig en beveel om genoemde A.B. te neem en hom om_____m. op die_____dag van_____19____ voor hierdie hof te bring om daar en dan sy getuienis af te lê en andersins volgens wet behandel te word.

(Slot.)

No. 31.—BORGAKTE BY ARRES OF INTERDIK *ex parte*.

(Opskrif.)

Nademaal A.B. van_____ aansoek gedoen het om die uitreiking van 'n lasbrief vir arres teen C.D., van_____(*of* om beslaglegging op of 'n interdik teen die goedere van C.D. te_____) en die hof die sekerheid wat genoemde A.B. moet stel, bepaal het op die bedrag van £_____.

So is dit dat genoemde A.B. onderneem en homself bind om te voldoen aan enige wettige eis deur genoemde C.D. teen hom, genoemde A.B., vir skade wat genoemde C.D. mag ly ingevolge voormelde arres (of interdik), ingeval voormelde arres (of interdik) hierna te niet gedoen word.

En genoemde E.F., onderneem hierby en bind hómself as borg vir en mede-hoofskuldenaar tesame met genoemde A.B. tot 'n bedrag wat vermelde bedrag van £_____ nie te bowe gaan nie, vir die behoorlike nakoming deur genoemde A.B. van die verpligting wat hy hierby op hom gencem het.

(Slot.)

No. 32.—BORGAKTE BY OPSKORTING VAN EKSEKUISE HANGENDE APPEL.

(Opskrif.)

Nademaal aan genoemde A.B. op die_____ dag van _____19____ by vonnis van hierdie hof teen genoemde C.D., die bedrag van £_____, tesame met die bedrag van £_____ vir koste toegeken is.

En nademaal genoemde C.D. by die hof aansoek gedoen het om opskorting van eksekusie hangende appél (*of* hangende die verhoor van 'n aansoek om die vonnis te hersien en te niet te doen), en die hof gelas het dat eksekusie dienooreenkomstig opgeskort word mits genoemde C.D. sekerheid stel binne_____ dae.

Now therefore the said C.D. and E.F., of_____, as surety and co-principal debtor for him the said C.D. hereby bind themselves jointly and severally to satisfy the said judgment and any further liability which may arise by way of damages or otherwise by reason of such suspension: so far as such judgment may not be reversed or varied on such appeal (*or* review);
and further severally_____
(*Here insert any further terms required.*)
(Conclusion.)

No. 33.—SECURITY WHEN EXECUTION IS ALLOWED PENDING APPEAL.
(Heading.)

Whereas the said A.B. on the_____ day of_____ recovered by judgment of this Court against the said C.D. the sum of £_____ together with the sum of £_____ for costs;
And whereas the said Court, notwithstanding that the said C.D. has noted an appeal against the said judgment has directed the same to be carried into execution upon security being given for restitution:
Now therefore the said A.B. and L.M., of_____, as surety and co-principal debtor for him, the said A.B., hereby bind themselves jointly and severally to refund the above several sums of_____ and_____ should the judgment of the said Court be reversed and further severally_____
(*Here insert any further terms required.*)
(Conclusion.)

No. 34.—WARRANT OF EJECTMENT.
(Heading.)

To the Messenger of the Court.
Whereas in this action the said plaintiff on the_____day of_____, 19____, obtained judgment for the ejectment of the said defendant from the premises known as _____
This is to authorize and require you to put the said *plaintiff* into possession of the same by removing therefrom the said defendant for which this shall be your warrant.
(Conclusion.)

No. 35.—WARRANT FOR DELIVERY OF GOODS.
(Heading.)

To the Messenger of the Court.
Whereas in this action the Court did decree that the said defendant should deliver to the said plaintiff a certain_____ (*describe the thing to be delivered*):
This is to authorize and require you to take the said_____ (*describe the thing*) from the said defendant and place the said plaintiff in possession thereof for which this shall be your warrant.
(Conclusion.)

No. 36.—WARRANT OF EXECUTION AGAINST PROPERTY.
(Heading.)

To the Messenger of the Court.

AMOUNTS TO BE LEVIED.
(With costs of execution.)

	£	s.	d.
Judgment debt			
costs.....			
Cost of issuing warrant.....			
Costs of appeal....			
TOTAL.....£			

Whereas in this action the said A.B. on the_____ day of _____19____ by the judgment of the Court recovered against the said C.D. of_____the several sums set out in the margin hereof amounting in all to the sum of £_____:
This is therefore to authorize and require you that of the property of the said C.D. you cause to be raised the said sum of £_____ together with your costs of this execution; and pay to the said A.B. the said sum of £_____
(Conclusion.)

NOTE.—
(1) If the judgment debtor pays the amounts specified in the margin hereof with messenger's charges of £_____ within half-an-hour after the entry of the messenger he will not be required to pay any further costs of execution.
(2) This execution may be paid out before sale subject to the payment of the messenger's fees and charges of execution, which may be required to be taxed.
(3) The only immovable property upon which this warrant may be executed is (*set out its situation and nature sufficiently to enable it to be identified*).
(4) In case of re-issue the fact and date of re-issue and any increase or reduction in the amounts to be levied shown on the face hereof shall be set out in a note endorsed hereon and signed by the judgment creditor or his attorney and by the clerk of the court. No alterations save in consequence of amendment duly athorized shall after first issue be made on the face hereof.

No. 37.—NOTICE OF ATTACHMENT IN EXECUTION.
(Heading.)

To C.D., *Judgment Debtor.*
Take notice that I have this day seized and laid under judicial attachment the property comprised in the above inventory in pursuance of a warrant to me directed under the hand of the Clerk of the Court for the District of_____ whereby I am required to cause to be raised of your property in this district the sum of £_____ and £_____ costs recovered against you by the judgment of the said

So is dit dat genoemde C.D. en E.F. van_____ as borg en mede-hoofskuldenaar van genoemde C.D. hierby onderneem en hul gesamentlik en afsonderlik bind om aan genoemde vonnis, asook enige verdere aanspreeklikheid wat mag ontstaan by wyse van skadevergoeding of andersins ingevolge sodanige opskorting, te voldoen, vir sover voormelde vonnis nie by bedoelde appèl (of hersiening) te niet gedoen of gewysig word nie; en om verder afsonderlik_____ (*voeg hier in enige verdere voorwaardes wat nodig is*).
(Slot.)

No. 33.—BORGAKTE BY EKSEKUSIE TOEGESTAAN HANGENDE APPÈL.
(Opskrif.)

Nademaal aan genoemde A.B. op die_____ dag van _____ by vonnis van hierdie hof teen genoemde C.D. die bedrag van £_____ tesame met die bedrag van £_____ vir koste toegeken is.
En nademaal voormelde hof gelas het dat genoemde vonnis, nieteenstaande appèl daarteen deur genoemde C.D. aangeteken is, tenuitvoer gelê moet word as sekerheid gestel word vir restitusie.
So is dit dat genoemde A.B. en L.M. van_____ as borg en mede hoofskuldenaar van genoemde A.B. hierby onderneem en hul gesamentlik en afsonderlik bind om die onderskeie bovermelde bedrae van_____ en_____ terug te betaal, as die vonnis van voormelde hof te niet gedoen sou word, en om verder afsonderlik _____ (*voeg hierin enige verdere voorwaardes wat nodig is*).
(Slot.)

No. 34.—LASBRIEF VIR ONTRUIMING.
(Opskrif.)

Aan die Geregsbode.
Nademaal genoemde eiser in hierdie aksie op die_____ dag van_____19____, vonnis verkry het vir die ontruiming deur genoemde verweerder van die perseel bekend as_____
So word u hierby gemagtig en beveel om genoemde eiser in die besit van genoemde perseel te stel deur genoemde verweerder daaruit te sit; en daarvoor is dit u lasbrief.
(Slot.)

No. 35.—LASBRIEF VIR AFLEWERING VAN GOEDERE.
(Opskrif.)

Aan die Geregsbode.
Nademaal die hof in hierdie aksie beveel het dat genoemde verweerder aan genoemde eiser 'n sekere_____ (*beskryf die voorwerp wat afgelewer moet word*) moet aflewer.
So word u hierby gemagtig en beveel om voormelde_____ (*beskryf die voorwerp*) te neem en genoemde eiser in besit daarvan te stel; en daarvoor is dit u lasbrief.
(Slot.)

No. 36.—LASBRIEF VIR EKSEKUSIE TEEN GOEDERE.
(Opskrif.)

Aan die Geregsbode.

BEDRAE WAT VERHAAL MOET WORD.
(Met koste van eksekusie.)

	£	s.	d.
Vonnisskuld.....			
Koste.....			
Uitreikingskoste van lasbrief.....			
Appélkoste.....			
TOTAAL.....£			

Nademaal in hierdie aksie aan genoemde A.B. op die_____ dag van_____19____ by vonnis van die hof teen genoemde C.D. van die onderskeie bedrae op die kant hiervan vermeld, toegeken is, die totale bedrag waarvan £_____ beloop.
So word u hierby gemagtig en beveel om voormelde bedrag van £_____, asook u koste in verband met hierdie eksekusie, op die goedere van genoemde C.D. te hef; en aan genoemde A.B. voormelde bedrag van £_____ te betaal.
(Slot.)

LET WEL.—
(1) Indien die vonnisskuldenaar die bedrae op die kant hiervan vermeld, tesame met die bodelone van £_____, binne 'n halfuur na die koms van die bode betaal, hoef hy geen verdere eksekusiekoste te betaal nie.
(2) Hierdie eksekusie kan voor die verkoping uitbetaal word, onderworpe aan betaling van bodelone en eksekusiekoste, waarvan taksasie geëis kan word.
(3) Die enigste onroerende goed ten opsigte waarvan hierdie lasbrief ten uitvoer gelê mag word is (*omskryf die ligging en aard daarvan sodanig noukeurig dat dit aangewys kan word*).
(4) Ingeval van heruitreiking moet die feit en datum van heruitreiking, asook enige vermeerdering of vermindering van die verhaalbare bedrae wat op die voorkant hiervan verskyn, vermeld word in 'n aantekening hierop geëndosseer en deur die vonnisskuldeiser of sy prokureur en die klerk van die hof onderteken. Geen veranderings mag na die eerste uitreiking op die voorkant hiervan aangebring word nie, behalwe ingevolge behoorlik gemagtigde wysiging.

No. 37.—KENNISGEWING VAN EKSEKUTORIALE BESLAGLEGGING.
(Opskrif.)

Aan C.D., *vonnisskuldenaar.*
Neem kennis dat ek hede op die goedere vervat in bogenoemde inventaris, geregtelik beslag gelê het kragtens 'n lasbrief aan my gerig onder handtekening van die klerk van die hof vir die distrik_____ waarby ek beveel word om op u goedere in hierdie distrik die bedrag van £_____ en £_____ vir koste wat in hierdie aksie

court in this action and also for my charges in respect of the said warrant.

Dated at_____ this_____ day of_____, 19____.

_____

Messenger of the Court.

No. 38.—SECURITY BOND ON ATTACHMENT.

(Heading.)

Whereas the said A.B. on the_____ day of_____ last by judgment of this court recovered against the said C.D. the sum of £_____, together with the sum of £_____ for costs; and whereas by virtue of a certain warrant under the hand of the Clerk of the said Court bearing date, etc., directed to E.F., Messenger of the said Court the said E.F. has attached in respect of the said judgment and in respect to the execution thereof the undermentioned articles, viz.: _____

Now therefore the said C.D. and L.M. of_____ as surety and co-principal debtor for him the said C.D. hereby severally bind themselves jointly and severally to the said E.F. that the said goods shall not be made away with or disposed of but the same shall remain in possession of the said C.D. under effect of the said attachment and shall be produced to the Messenger of the said Court on the_____ day of_____ next (*the day appointed for sale*) or any other day when the same may be required in order to be sold in execution of the said judgment and expenses if the same shall not be sooner satisfied to the said A.B.; otherwise the said L.M. hereby binds himself to pay the said judgment costs and expenses for and on behalf of the said C.D.

(Conclusion:)

No. 39.—NOTICE TO PREFERENT CREDITOR.

[Under Section 66 (2) (*a*), Act No. 32 of 1944.]

(Heading).

To_____

(Preferent Creditor)

of_____

Whereas the undermentioned immovable property was laid under judicial attachment by the Messenger of the Court on the_____ day of_____, 19____, you are hereby notified that it will be sold in execution in front of the Court House at_____ on the _____day of_____, 19____, at_____o'clock in the_____ noon.

Short description of property and its situation:

_____

_____

_____

Dated at_____ this_____ day of_____, 19____.

_____

Judgment Creditor.

Address

No. 40.—INTERPLEADER SUMMONS.

(Heading.)

(1) Whereas_____ of_____ has interpleaded in this Court as to

(*state subject matter*)

which is adversely claimed by_____

of_____ and_____

of_____ hereinafter called the claimants:

Summon the said claimants that they appear before the Court holden at_____ on_____ the_____ day of_____, 19____, at_____ o'clock in the _____ noon, and that they do then severally state the nature and particulars of their several claims and whether they will maintain or relinquish the same.

(Conclusion.)

(2) To A.B. (*describing the execution creditor*) and C.D. (*describing the claimant*).

You are hereby summoned to appear before this Court on the _____ day of_____, 19____, at_____ o'clock in the_____ noon, to have it determined and declared whether certain movable property, to wit_____

_____

attached on the_____ day of_____, 19____, by the Messenger of this Court by virtue of a warrant of execution issued by this Court on the_____ day of_____, 19____, in the action in which you, the said A.B. obtained judgment for the sum of £_____ against E.F. (*describing the execution debtor*), and which said property is claimed by you, the said C.D., as being your property, is or is not your property.

Dated at_____ this_____ day of_____, 19____

_____

Clerk of the Court.

No. 41.—SECURITY UNDER RULE 35.

Whereas the said plaintiff on the_____ day of_____ 19____, recovered judgment in this court against the said defendant for the sum of £_____; together with the sum of £_____ for costs:

And whereas under the said judgment execution has been issued and property has been attached:

Now therefore the said plaintiff binds himself to the said execution debtor that if the attachment be hereafter set aside, he will satisfy any lawful claim against him by the said execution debtor for damages suffered by the said execution debtor by reason of the said attachment:

teen u toegeken is by vonnis van genoemde hof, benewens my koste in verband met voormelde lasbrief, te hef.

Gedagteken te_____ op hede die_____dag van_____19____

_____

Geregsbode.

No. 38.—BORGAKTE BY BESLAGLEGGING.

(Opskrif.)

Nademaal aan genoemde A.B. op die_____ dag van _____ jongslede by vonnis van hierdie hof teen genoemde C.D. die bedrag van £_____ tesame met die bedrag van £_____ vir koste toegeken is; en nademaal uit kragte van 'n sekere lasbrief onder handtekening van die klerk van genoemde hof, gedagteken, ens., gerig aan E.F., geregsbode van genoemde hof, genoemde E.F., na aanleiding van voormelde vonnis en in verband met die tenuitvoerlegging daarvan, beslag gelê het op ondervermelde voorwerpe, naamlik: _____

So is dit dat genoemde C.D. en L.M. van_____ as borg en mede-hoofskuldenaar van genoemde C.D. hierby afsonderlik onderneem en hul gesamentlik en afsonderlik teenoor genoemde E.F. bind dat genoemde goedere nie weggemaak of vervreem sal word nie, maar dat dit in besit van genoemde C.D. sal bly onderhewig aan voormelde beslaglegging en aan die geregsbode van voormelde hof afgegee sal word op die_____ dag van_____ eerskomende (*die dag vir die verkoping vasgestel*), of enige ander dag wanneer dit benodig mag word ten einde ter voldoening aan genoemde vonnis en betaling van onkoste in eksekusie verkoop te word, as genoemde vonnis en koste nie eerder aan genoemde A.B. betaal word nie; anders onderneem en bind genoemde L.M. hom hierby om voormelde vonniskoste en onkoste vir en ten behoewe van genoemde C.D. te betaal.

(Slot.)

No. 39.—KENNISGEWING AAN PREFERENTE SKULDEISER.

[Ingevolge artikel 66 (2) (*a*) van Wet No. 32 van 1944.]

(Opskrif.)

Aan_____

(Preferente skuldeiser)

van_____

Nademaal die Geregsbode op die_____ dag van_____19____ geregtelik op ondergenoemde onroerende goed beslag gelê het, word u hierby in kennis gestel dat dit in eksekusie verkoop sal word voor die hofgebou te_____ op die dag van_____19____ om_____uur in die_____middag.

Kort beskrywing van goed en die ligging daarvan:

_____

_____

_____

Gedagteken te_____hede die_____ dag van_____19____

_____

Vonnisskuldeiser.

Adres:

No. 40.—TUSSENPLEITDAGVAARDING.

(Opskrif.)

(1) Nademaal_____ van_____ in hierdie hof 'n tussenpleitgeding ingestel het ten aansien van die volgende voorwerp (*Vermeld die voorwerp.*)

wat opgeëis word deur_____ van_____ en_____ van_____ hierna die eisers genoem.

Dagvaar genoemde eisers dat elk van hul verskyn voor hierdie hof gehou te_____ op die_____ dag van _____19____, om_____ uur in die _____middag, en dat elk van hul dan die aard en besonderhede van hul onderskeie eise uiteensit, en verklaar of hul die eise gaan volhou of prysgee.

(Slot.)

(2) Aan A.B. (*beskryf eksekusieskuldeiser*) en C.D. (*beskryf eiser*)

U word hierby gedagvaar om op die_____dag van _____19____ om_____ uur in die_____ middag voor hierdie hof te verskyn, ten einde te laat vasstel en uitwys of sekere roerende goed nl._____ waarop die bode van hierdie hof op die_____ dag van_____19____ beslag gelê het uit kragte van 'n lasbrief vir eksekusie deur hierdie hof op die_____ dag van_____19____ uitgereik in 'n aksie waarin u, genoemde A.B., teen E.F. (*beskryf die eksekusieskuldenaar*) vonnis verkry het vir die bedrag van £_____, en wat deur u, genoemde C.D., opgeëis word as u eiendom, u eiendom is of nie.

Gedagteken te_____ op hede die_____dag van_____19____

_____

Klerk van die Hof.

No. 41.—BORGAKTE INGEVOLGE REËL 35.

(Opskrif.)

Nademaal aan genoemde eiser op die_____ dag van _____19____ by vonnis deur hierdie hof teen genoemde verweerder die bedrag van £_____, tesame met die bedrag van £_____ vir koste toegeken is:

En nademaal 'n lasbrief vir eksekusie ingevolge voormelde vonnis uitgereik is en beslag gelê is op goedere:

So is dit dat genoemde eiser onderneem en hom teenoor genoemde eksekusieskuldenaar bind om te voldoen aan onige wettige eis deur genoemde eksekusieskuldenaar teen hom vir skade wat genoemde eksekusieskuldenaar gely het as gevolg van voormelde beslaglegging, as die beslaglegging hierna te niet gedoen mag word.

And L.M._____ of_____ binds himself as surety and co-principal debtor in a sum not exceeding £_____ for the due fulfilment by the said plaintiff of the obligation undertaken by these presents.

(Conclusion.)

NOTE.—Where the security is for the repayment of moneys attached by garnishee proceedings, a similar form should be used, the words "refund the gross amount paid by the garnishee" being substituted for the words "satisfy any lawful claim against him_____ attachment".

No. 42.—NOTICE OF APPLICATION FOR GARNISHEE ORDER.

(Heading.)

To the above-named Judgment Debtor.
of_____

You are hereby notified that an application by the above-named judgment creditor for an order for the attachment of a debt or emoluments at present or in future owing or accruing to you by or from _____ of_____ to the amount necessary to satisfy the judgment recovered against you by the judgment creditor in the Court of the District of_____ on the_____ day of_____, 19____, for the sum of £_____ (on which judgment the sum of £_____ remains unpaid) and the costs of this attachment will be heard by this court on the_____ day of_____, 19____, at_____ o'clock in the_____ noon.

And take notice you are required to produce at the hearing:—

(i) a statement of your assets and liabilities;

(ii) a statement of your monthly or weekly income and expenses, supported by documentary evidence, and, if you are in receipt of emoluments, a statement by your employer giving full particulars of such emoluments;

(iii) the following books of account or documents:—

_____
_____
_____

(Conclusion.)

No. 43.—AFFIDAVIT IN SUPPORT OF APLICATION FOR A ARNISHEE ORDER.

(Heading.)

A_____ B_____, of_____, duly sworn states:—

(1) That he is the abovenamed judgment creditor (*or*, that he is duly authorized by the abovenamed judgment creditor to act for him in this matter).

(2) The judgment creditor has obtained judgment against the judgment debtor in this court (*or*, in the Magistrate's Court for the District of_____, a certified copy of which judgment is hereto annexed marked "A") on the_____th day of_____, 19____, in an action numbered_____ for the sum of £_____ and costs amounting to £_____

(3) The said judgment was not founded on any such cause of action as is mentioned in section *eighteen* of the Hire Purchase Act, 1942 (Act No. 36 of 1942).

(4) The said judgment is still unsatisfied to the amount of £_____

(5) No order under section *seventy-four* of the Act has been made; or an order under section *seventy-four* of the Act has been made but has not been complied with.

(6) The garnishee resides (*or*, carries on business as a_____ *or*, is employed at_____) at No_____ Street, _____ within the District of this Court and is indebted to the judgment debtor in the sum of £_____ (*or*, in an amount to the petitioner unknown) for (*set out the cause of the debt*).

(7) After satisfaction of the order herein sought, the judgment debtor will have sufficient means, i.e., £_____ per month, arising from (*set out the source of such income*) _____ to maintain himself and those dependent upon him, i.e. (set out the numbers and relationship to the judgment debtor of his dependents)

(Conclusion.)

No. 44.—GARNISHEE ORDER.

(Heading.)

Whereas it has been made to appear to the abovenamed court that a debt or emoluments are at present or in the future owing or accruing to the judgment debtor by or from the garnishee and that after satisfaction of the order sufficient means will be left to the judgment debtor to maintain himself and those dependent on him:

It is ordered:

(1) That the said debt or emoluments be attached;

(2) That the garnishee do pay the Messenger of this Court so much of the debt or emoluments as may be sufficient to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of_____ on the_____ day of_____, 19____, for the sum of £_____ (on which judgment the sum of £_____ remains due and unpaid), and the costs of the proceedings of attachment amounting to £_____

If the garnishee fails to pay the Messenger aforesaid, he shall appear before this court on the_____ day of_____, 19____, at_____ o'clock in the_____ noon, then and there to show cause why he should not pay the same.

En L.M._____ van_____ onderneem en bind hom as borg en mede hoofskuldenaar tot 'n bedrag van hoogtens £_____ vir die behoorlike vervulling deur genoemde eiser van die verpligting wat hy op hom geneem het.

(Slot.)

LET WEL.—Wanneer die borgtog aangegaan is vir die terugbetaling van geld waarop ingevolge 'n skuldbeslagproses beslag gelê is, moet 'n soortgelyke vorm gebruik word, en die woorde „te voldoen aan enige wettige eis deur genoemde eksekusieskuldenaar teen hom vir skade wat genoemde eksekusieskuldenaar gely het as gevolg van voormelde beslaglegging" vervang word deur die woorde „die totale bedrag deur die beslagskuldenaar betaal, terug te betaal,"

No. 42.—KENNISGEWING VAN AANSOEK OM SKULDBESLAGORDER.

(Opskrif.)

Aan bogenoemde Vonnisskuldenaar
van_____

U word hierby in kennis gestel dat 'n aansoek deur bogenoemde vonnisskuldeiser om 'n bevel vir beslaglegging op 'n skuld of besoldiging wat tans of in die toekoms aan u verskuldig is of u toekom deur of van _____ van_____ tot 'n bedrag wat voldoende is om die vonnis wat die vonnisskuldeiser in die hof van die distrik_____ op die_____ dag van_____19____ vir die bedrag van £_____ teen u verkry het (van welke vonnis die bedrag van £_____ nog onbetaald is) en die koste van hierdie beslaglegging te dek, deur hierdie hof verhoor sal word op die_____ dag van_____19____ om_____ uur in die_____ middag.

En neem kennis dat u by die verhoor moet oorlê:—

(i) 'n staat van u bate en laste;

(ii) 'n staat van u maandelikse of weeklikse inkomste en uitgawes gestaaf deur dokumentêre bewys en, indien u in ontvangs van besoldiging is, 'n verklaring deur u werkgewer waarin volledige besonderhede van u besoldiging gegee word;

(iii) onderstaande rekeningboeke of dokumente:—

_____
_____
_____

(Slot.)

No. 43.—BEËDIGDE VERKLARING TER STAWING VAN 'N AANSOEK OM 'N SKULDBESLAGORDER.

(Opskrif.)

A._____ B._____, van_____ verklaar onder eed:—

(1) Dat hy bogenoemde vonnisskuldeiser is (*of*, dat hy behoorlik *gemagtig is deur bogenoemde vonnisskuldeiser om in hierdie saak* namens hom op te tree).

(2) Die vonnisskuldeiser het op die_____ dag van _____19____, in 'n aksie genommer_____, vonnis teen die vonnisskuldenaar verkry in hierdie hof (*of*, in die magistraatshof van die distrik_____, van watter vonnis 'n gesertifiseerde afskrif, gemerk „A", hierby aangeheg word) vir die bedrag van £_____ met koste ten bedrae van £_____

(3) Voormelde vonnis is nie gegrond op sodanige skuldoorsaak as wat genoem word in artikel *agtien* van die Wet op Huurkoop, 1942 (Wet No. 36 van 1942).

(4) Voormelde vonnis is nog onvoldaan ten bedrae van £_____

(5) Geen bevel is ingevolge artikel *vier-en-sewentig* van die Wet gegee nie; of 'n bevel is wel ingevolge artikel *vier-en-sewentig* van die Wet gegee, dog is nie nagekom nie.

(6) Die beslagskuldenaar is woonagtig (*of*, dryf besigheid as 'n _____ of is in diens as_____) te _____ straat No._____, binne die distrik van hierdie hof, en is aan die vonnisskuldenaar die bedrag van £_____ (*of*, 'n bedrag aan die petisionaris onbekend) verskuldig vir (*vermeld die skuldoorsaak*).

(7) Nadat die hieringevraagde bevel ten uitvoer gelê is, sal die vonnisskuldenaar 'n genoegsame inkomste van £_____ per maand oorhê uit (*vermeld die bron van inkomste*)_____, om hom en sy afhanklikes nl. (*vermeld die getal en verwantskap aan die vonnisskuldenaar van sy afhanklikes*) te onderhou.

(Slot.)

No. 44.—SKULDBESLAGORDER.

(Opskrif.)

Nademaal dit aan bovermelde hof geblyk het dat 'n skuld of besoldiging tans of in die toekoms aan die vonnisskuldenaar verskuldig is of hom toekom deur of van die beslagskuldenaar en dat nadat aan die order voldoen is die beslagskuldenaar voldoende middele sal hê om homself en sy afhanklikes te onderhou:

Word beveel:—

(1) dat beslag op genoemde skuld of besoldiging gelê word;

(2) dat die beslagskuldenaar soveel van die skuld of besoldiging aan die bode van hierdie hof betaal as wat voldoende sal wees om 'n vonnis wat die vonnisskuldeiser teen die vonnisskuldenaar verkry het in die hof van die distrik_____ op die_____ dag van_____19____ vir die bedrag van £_____ (van welke vonnis die bedrag van £_____ nog verskuldig en onbetaald is) en die koste van beslaglegging ten bedrae van £_____ te dek.

Indien die beslagskuldenaar versuim om aan voornoemde bode te betaal, moet hy voor hierdie hof verskyn op die_____ dag van_____19____ om_____ uur in die_____ middag om daar en dan gronde aan te voer waarom hy nie voormelde bedrae sou betaal nie.

Dated at_____ this_____ day of_____, 19____, at_____ hours_____ minutes in the_____noon.

By Order of the Court.

_____
Clerk of the Court.

_____
Attorney for Judgment Creditor.

No. 45.—GARNISHEE ORDER FOR PERIODICAL PAYMENTS.

(Heading.)

Whereas it has been made to appear to the abovenamed court that emoluments are at present or in the future owing or accruing to the judgment debtor by or from the garnishee and that after satisfaction of this order sufficient means will be left to the judgment debtor to maintain himself and those dependent upon him:

It is ordered:

(1) That the said emoluments be attached;

(2) That the garnishee do pay to the Messenger of this Court on the_____ day of each and every month/week hereafter the sum of £_____ until a sufficient amount has been paid to satisfy a judgment recovered against the judgment debtor by the judgment creditor in the Court of the District of _____ on the_____ day of_____, 19____, for the sum of £_____ (on which judgment the sum of £_____ remains unpaid) and the costs of attachment amounting to £_____

If the garnishee fails to pay the Messenger aforesaid, he shall appear before this court on the_____ day of_____, 19____, at _____ o'clock in the_____ noon, then and there to show cause why he should not pay the same.

Dated at_____ this_____ day of_____, 19____.

By Order of the Court.

_____
Clerk of the Court.

_____
Attorney for Judgment Creditor.

(Heading.)

No 46.—NOTICE OF APPLICATION UNDER SECTION 65 OF ACT No. 32 OF 1944.

To_____

(Judgment debtor.)

Take notice that application will be made to the above Honourable Court on the_____, 1944, for a notice calling upon you to furnish a statement of your financial position in terms of the provisions of section 65 (2) on the grounds that:—

(a) On the_____, 19____, applicant obtained judgment against you for £_____ and £_____ costs, and that this judgment and costs have remained unsatisfied for a period of ten days from date of judgment or from expiration of the period of suspension of the judgment.

(b) Satisfaction of the above-mentioned judgment cannot be obtained by execution against your movable property.

(c) That you have not made a reasonable offer to liquidate the judgment debt and costs in instalments or otherwise.

Dated at_____ this_____ day of_____, 19____.

_____
Attorney for Judgment Creditor.

(Heading.)

No. 47.—AFFIDAVIT IN SUPPORT OF APPLICATION UNDER SECTION 65, ACT No. 32 OF 1944.

I,_____

judgment creditor in the above matter, hereby make oath and say:—

(1) That on the_____, 19____, I obtained judgment by order of the court against the abovenamed judgment debtor for £_____ with costs amounting to £_____

(2) That the judgment has remained unsatisfied for a period of ten days from the date of judgment,

or

from the period of suspension which expired on the_____ 19____.

(3) That satisfaction of the above-mentioned judgment debt cannot be obtained by execution against the movable property of the judgment debtor.

(4) That the judgment debtor has not made a reasonable offer to liquidate the debt in instalments or otherwise.

Thus sworn to at_____ on this_____, 19____.

_____
Judgment Creditor.

Before me,

_____
Commissioner of Oaths.

No. 48.—NOTICE TO JUDGMENT DEBTOR TO ATTEND ENQUIRY AND PRODUCE DOCUMENTS.

(Heading.)

To:

Take notice that, after having heard the application of_____ (judgment creditor) in terms of section 65 (1) (c) of Act No. 32 of 1944, you are hereby required:—

(1) To appear before the abovenamed court on the_____ day of_____, 19____, at_____ o'clock in the _____noon, in order that an enquiry might be held into your financial position.

Gedagteken te_____ hede die_____ dag van_____19____ om_____ uur _____ minute in die_____ middag.

Op bevel van die Hof.

_____
Klerk van die Hof.

_____
Prokureur van Vonnisskuldeiser.

No. 45.—SKULDBESLAGORDER VIR PERIODIEKE BETALINGS.

(Opskrif.)

Nademaal dit aan bovermelde hof geblyk het dat besoldiging tans of in die toekoms aan die vonnisskuldenaar verskuldig is of hom toekom van of deur die beslagskuldenaar en dat nadat aan hierdie order voldoen is die vonnisskuldenaar voldoende middele sal hê om hom en sy afhanklikes te onderhou:

Word beveel:—

(1) dat daar op genoemde besoldiging beslag gelê word;

(2) dat die beslagskuldenaar aan die bode van hierdie hof op die _____ dag van elke maand/week hierna die bedrag van £_____ betaal totdat daar 'n bedrag betaal is wat voldoende is om die vonnis wat die vonnisskuldeiser teen die vonnisskuldenaar verkry het in die hof van die distrik_____ op die_____ dag van_____19____ vir die bedrag van £_____ (van welke vonnis die bedrag van £_____ nog onbetaald is) en die koste van beslaglegging ten bedrae van £_____ te dek.

Indien die beslagskuldenaar versuim om voornoemde bode te betaal, moet hy voor hierdie hof verskyn op die_____ dag van _____19____ om_____ uur in die_____ middag om daar en dan gronde aan te voer waarom hy nie voormelde bedrae sou betaal nie.

Gedagteken te_____ hede die_____ dag van_____19____

Op bevel van die hof.

_____
Klerk van die Hof.

_____
Prokureur van Vonnisskuldeiser.

No. 46.—KENNISGEWING VAN AANSOEK INGEVOLGE ARTIKEL 65 VAN WET No. 32 VAN 1944.

(Opskrif.)

Aan_____

(Vonnisskuldenaar.)

Neem kennis dat aansoek aan bovermelde Agbare Hof op die_____ 1944 gedoen sal word om 'n kennisgewing waarin u aangesê word om ooreenkomstig die bepalings van artikel 65 (2) 'n staat van u geldelike toestand te verstrek op die gronde dat:—

(a) op die_____19____ applikant vonnis teen u verkry het vir £_____ en £_____ koste en dat hierdie vonnis en koste onvoldaan gebly het vir 'n tydperk van 10 dae vanaf die datum van vonnis of vanaf die verstryking van die tydperk van opskorting van die vonnis;

(b) voldoening aan bovermelde vonnis nie verkry kan word deur eksekusie teen u roerende goed nie;

(c) u geen redelike aanbod gemaak het om die vonnisskuld en koste in paaiemente of andersins te vereffen nie.

Gedagteken te_____ hede die_____ dag van_____19____

_____
Prokureur van Vonnisskuldeiser.

No. 47.—BEËDIGDE VERKLARING TER STAWING VAN AANSOEK INGEVOLGE ARTIKEL 65, WET No. 32 VAN 1944.

(Opskrif.)

Ek,_____

vonnisskuleiser in bogenoemde saak, verklaar hierby onder eed:—

(1) dat ek op die_____19____ kragtens bevel van die hof vonnis teen bovermelde vonnisskuldenaar verkry het vir £_____ met koste ten bedrae van £_____

(2) dat die vonnis onvoldaan gebly het vir 'n tydperk van tien dae vanaf die datum van vonnis,

of

vanaf die tydperk van opskorting wat op die_____19____ verstryk het;

(3) dat voldoening aan bovermelde vonnisskuld nie verkry kan word deur eksekusie teen die roerende goed van die vonnisskuldenaar nie;

(4) dat die vonnisskuldenaar geen redelike aanbod gemaak het om die skuld in paaiemente of andersins te betaal nie.

Aldus beëdig te_____ hede die_____19____

_____
Vonnisskuldeiser.

Voor my,

_____
Kommissaris van Ede.

No. 48.—KENNISGEWING AAN VONNISSKULDENAAR OM ONDERSOEK BY TE WOON EN DOKUMENTE OOR TE LÊ.

(Opskrif.)

Aan:

Neem kennis dat, nadat die aansoek van_____ (vonnisskuldeiser) ooreenkomstig artikel 65 (1) (c) van Wet No. 32 van 1944 verhoor is, u hierby aangesê word:—

(1) Om op die_____ dag van_____19____ om_____ uur in die_____ middag voor bovermelde hof te verskyn sodat daar 'n ondersoek na u geldelike toestand ingestel kan word.

(2) To produce to the above court a full statement :—
(*a*) of your assets and liabilities;
(*b*) of your monthly/weekly income and expenses, supported by documentary evidence, including a statement by your employer which must show full particulars of your emoluments.
(3) To produce the following books, and documents to the above court :—
You attention is drawn to the extracts from Section 65 of Act No. 32 of 1944, on back hereof.
(Conclusion.)
By Order of the Court.

Clerk of the Court.

* Address to be set out here.

[To be printed on the back of Form No. 48.]

Sub-Section (4) (*a*) :—
On receipt of such notice but before the date fixed for the enquiry, the judgment debtor may produce to the judgment creditor the documents referred to in paragraph (*b*) of sub-section (2) and make a written offer to liquidate the debt in instalments or otherwise. A copy of such written offer shall forthwith be filed by the judgment debtor with the clerk of the court and the judgment creditor shall inform the said clerk whether he accepts or declines the offer. If any offer is accepted the clerk of the court shall notify the judgment debtor that the enquiry has been postponed *sine die*, and that the judgment debtor need not appear in court on the specified date.
Sub-Section (8) :—
An employer who fails to furnish an employee with a written statement containing full particulars of such employee's emoluments at the request of such employee, shall be guilty of an offence and liable to a fine not exceeding twenty-five pounds.

No. 49.—Application under section 74 (1) of Act No. 32. of 1944
(Heading.)
Application for an administration order.
To the Clerk of the Court,
at
Take notice that I shall apply to the Court in chambers at
on the day of , 19 at
in the noon, to make an order providing for the administration of my estate under the providions of section 74 of Act No. 32 of 1944.
I attach an affidavit in support of this application.
Dated at this day of , 19

Judgment debtor/debtor.

Full address :
Note.—The debtor shall, by prepaid registered post, give to all his creditors at least seven days' notice of this application.

No. 50.—Affidavit in support of application under section 74 (1) of Act No. 32 of 1944.
(Heading.)
I of
make oath and say :—
(1) I am the applicant herein ;
(2) a judgment has been obtained against me for the payment of money and I am unable to pay the amount forthwith ;
or
I am a debtor and I am unable to liquidate my liabilities ;
(3) I have not sufficient assets capable of attachment to satisfy such judgment/liabilities ;
(4) I submit a full statement of my debts with the names and addresses of my creditors together with a statement of my assets with details of my income, the names of those dependent upon me, and my weekly/monthly commitments.

(Signature).
(Conclusion.)

No. 51.—Administration order.
(Under the provisions of Section 74 of Act No. 32 of 1944.)
(Heading.)
It is ordered :
(1) That the estate of of
be placed under administration in the hands of
of as administrator.
(2) That the following conditions with regard to security, preservation or disposal of assets, and realisation of movables subject to hypothec shall apply during the period of administratorship :—
(*a*)
(*b*)
(*c*)
(*d*)
(*e*)
(*f*)
(3) That shall out of future income and commencing from the day of , 19 , pay the sum of £ per week (or month) to the administrator in satisfaction or in reduction of liabilities totalling £

(2) Om aan bovermelde hof 'n volledige staat voor te lê :—
(*a*) van u bate en laste ;
(*b*) van u maandelikse/weeklikse inkomste en uitgawes, gestaaf deur dokumentêre bewys, met inbegrip van 'n verklaring deur u werkgewer waarin volle besonderhede van u besoldiging aangegee moet word.
(3) Om onderstaande boeke en dokumente aan bovermelde hof oor te lê.
U aandag word gevestig op die uittreksels uit artikel 65 van Wet No. 32 van 1944 wat op die keersy hiervan gedruk is.
(Slot.)
Op bevel van die Hof.

Klerk van die Hof.

* Adres moet hier aangegee word.

[Moet agterop Vorm No. 48 gedruk word.]

Subartikel (4) (*a*) :—
Nadat hy so 'n kennisgewing ontvang het, maar voor die datum vir die ondersoek bepaal, kan die vonnisskuldenaar die in paragraaf (*b*) van subartikel (2) bedoelde dokumente aan die vonnisskuleiser oorlê en 'n skriftelike aanbod maak om die skuld in paaiemente of andersins te vereffen. 'n Afskrif van sodanige skriftelike aanbod word onverwyld deur die vonnisskuldenaar by die klerk van die hof ingedien, en die vonnisskuldeiser moet aan genoemde klerk meedeel of hy die aanbod aanvaar of afwys. Word so 'n aanbod aanvaar, dan gee die klerk van die hof die vonnisskuldenaar kennis dat die ondersoek *sine die* uitgestel is, en dat dit nie vir die vonnisskuldenaar nodig is om op die vasgestelde dag in die hof te verskyn nie.
Subartikel (8) :—
'n Werkgewer wat versuim om aan 'n werknemer, op laasgenoemde se versoek, 'n skriftelike verklaring te verstrek wat volledige besonderhede omtrent daardie werknemer se besoldiging bevat, of wat opsetlik of deur nalatigheid onjuiste besonderhede verstrek, is aan 'n misdryf skuldig en strafbaar met 'n boete van hoogstens vyf-en-twintig pond.

No. 49.—Aansoek ingevolge artikel 74 (1) van Wet No. 32 van 1944.
(Opskrif.)
Aansoek om 'n Administrasie-order.
Aan die Klerk van die Hof,
te
Neem kennis dat ek by die hof in kamers te
op die dag van 19 om
in die middag aansoek sal doen om 'n order waarby voorsiening gemaak word vir die administrasie van my boedel ingevolge die bepalings van artikel 74 van Wet No. 32 van 1944.
Ek hêg 'n beëdigde verklaring ter stawing van hierdie aansoek aan.
Gedagteken te hede die dag van 19

Vonnisskuldenaar/Skuldenaar.

Volledige adres :
Let wel.—Die skuldenaar moet per gefrankeerde geregistreerde pos al sy skuldeisers minstens sewe dae van hierdie aansoek kennis gee.

No. 50.—Beëdigde verklaring ter staving van aansoek ingevolge artikel 74 (1) van Wet No. 32 van 1944.
(Opskrif.)
Ek, van
verklaar onder eed :—
(1) ek is die applikant in hierdie saak ;
(2) 'n vonnis is teen my verkry vir die betaling van geld en ek is nie in staat om die bedrag dadelik te betaal nie ;
of
ek is 'n skuldenaar en nie in staat om my verpligtinge na te kom nie ;
(3) ek het nie voldoende vir beslag vatbare bate om aan sodanige vonnis/verpligtinge te voldoen nie ;
(4) ek lê 'n volledige staat van my skulde voor, met vermelding van die name en adresse van my skuldeisers, asook 'n staat van my bate, met besonderhede van my inkomste, die name van my afhanklikes, en my weeklikse/maandelikse verpligtings.

(Naamtekening.)
(Slot.)

No. 51.—Administrasie-order.
(Ingevolge die bepalings van artikel 74 van Wet No. 32 van 1944.)
(Opskrif.)
Dit word beveel :
(1) Dat die boedel van van
onder die administrasie gestel word van
van as administrateur.
(2) Dat onderstaande voorwaardes met betrekking tot sekerheidsstelling, bewaring of van die hand sit van bate, en die tegeldemaking van verhipotekeerde roerende goed gedurende die tydperk van administrasie van toepassing sal wees :—
(*a*)
(*b*)
(*c*)
(*d*)
(*e*)
(*f*)
(3) Dat uit toekomstige inkomste vanaf die dag van 19 die bedrag van £ per week (*of maand*) aan die administrateur ter vereffening of vermindering van verpligtinge wat altesame £ bedra, moet betaal.

(4) That the emoluments accruing to the said_____ from his employment with_____ (hereinafter called the garnishee) shall be and are hereby attached to the extent mentioned in (3) hereof and the said garnishee is hereby required after service of this order to deduct the aforesaid instalments from the salary or other emoluments of the said_____ and to pay the same to the administrator.

(5) That the costs incurred by_____ and by the creditors shall be paid by the administrator out of the funds controlled by him.

Dated at_____, this_____ day of_____, 19____

By Order of the Court.

_____

Clerk of the Court.

No. 52.—SUMMONS FOR RECOVERY OF SMALL DEBTS.

(Heading.)

To:

C.D., male, of 500 Pretorius Street, Pretoria, in the District of Pretoria, clerk, defendant.

You are hereby summoned that you do within_____ days after the service of this summons upon you enter or cause to be entered with me and also the plaintiff or the person acting on his behalf at the address specified herein an appearance to answer the claim of_____

A.B., male, of 214 Long Street, Cape Town, in the District of the Cape, grocer, the plaintiff herein, particulars whereof are endorsed hereon.

And take notice that in default of your doing so you will be held to have admitted the said claim, and the plaintiff may proceed therein and judgment may be given against you in your absence; but that on payment of the said claim and costs to me within the said time, judgment will not be given against you herein; and that if you so pay or lodge with me a consent to judgment within the said time, you will save judgment charges.

If you enter an appearance to defend, a day for the hearing of the claim will be appointed by me. No further pleadings will be required of you but you may at any time before the hearing lodge with me a written statement setting forth the nature of your defence and particulars of the grounds on which it is based and a copy of such statement shall be furnished to the plaintiff by you.

(Where the claim is for rent and it is desired to perfect the landlords hypothec for rent under the provisions of section *thirty-one* of the Act add)

And further take notice that you the defendant and all other persons are hereby interdicted from removing or causing or suffering to be removed any of the furniture or effects in or on the property described in the particulars of claim endorsed hereon which are subject to the plaintiff's hypothec for rent until an order relative thereto shall have been made by the Court.

(Conclusion.)

(Endorsement on back of summons and on the copy.)

(1) Particulars of claim

(see forms No. 6.)

with costs, if the action is undefended, as follows:—

	Summons. £ s. d.	*Judgment.* £ s. d.
Court fees.....		
Issue of summons or other process.....		
Messenger's fees.....		

(2) Consent to judgment.

I admit that I am liable to the plaintiff as claimed in this summons (or, in the amount of £_____) and costs to date and I consent to judgment accordingly.

Dated this_____ day of_____ 19____ at_____

_____

Defendant.

NOTE.—If the consent is not given on the original summons served, it must be witnessed by two witnesses whose addresses must be given.

(3) Form of appearance to defend.

To the Clerk of the Court.

Enter an appearance for defendant who intends to defend this action.

Address_____

Postal address_____

_____

Defendant.

(4) NOTICE.—Any person against whom a Court has, in a civil case given any judgment or made any order who has not satisfied in full such judgment or order and all costs for which he is liable in connection therewith, shall be guilty of an offence and liable on conviction to a fine not exceeding £25 if he has changed his place of residence or employment and fails to give within fourteen days from the date of every such change to the Clerk of the Court which gave such judgment or made such order a notice in writing setting forth fully and correctly the new place of residence or employment.

_____

Plaintiff.

(or person permitted by Clerk of the Court to act on is behalf.)

Address_____

Postal address_____

(4) Dat op die besoldiging wat aan genoemde_____ uit sy diens by_____ (hierna die beslagskuldenaar genoem) toekom hierby beslag gelê word tot die bedrag genoem in (3) hiervan en genoemde beslagskuldenaar word hierby gelas om nadat hierdie order gedien is, voornoemde paaiemente van die salaris of ander besoldiging van genoemde_____ af te trek en dit aan die administrateur te betaal.

(5) Dat die koste wat aangegaan is deur_____ en deur die skuldeisers deur die administrateur betaal moet word uit die fondse wat deur hom beheer word.

Gedagteken te_____ hede die_____ dag van_____ 19____

Op bevel van die Hof.

_____

Klerk van die Hof.

No. 52.—DAGVAARDING VIR DIE INVORDERING VAN KLEIN SKULDE.

(Opskrif.)

Aan:

C.D., 'n manspersoon, van Pretoriusstraat 500, Pretoria, in die distrik Pretoria, klerk, verweerder.

U word hierby gedagvaar om binne _____dae nadat hierdie dagvaarding op u gedien is, by my en ook by die eiser of sy prokureur by die hierinvermelde adres verskyning aan te teken of te laat aanteken ten einde te antwoord op die eis van_____

A.B., 'n manspersoon, van Longstraat 214, Kaapstad, in die distrik Kaap, kruidenier, die eiser in hierdie saak, waarvan die besonderhede hierop geëndosseer is.

En neem kennis dat as u in gebreke bly om sulks te doen, dit geag sal word dat u voormelde eis erken en die eiser met die saak kan voortgaan en vonnis in u afwesigheid teen u gevel kan word; dog dat vonnis nie in hierdie saak teen u gevel sal word nie as u genoemde eis met koste binne voormelde tydperk aan my betaal; en dat indien u binne voormelde tydperk aldus betaal of toestemming tot vonnis by my indien, u vonniskoste sal bespaar.

Indien u verskyning tot verdediging aanteken, sal 'n dag vir die verhoor van die eis deur my vasgestel word. Geen verdere pleitskrifte sal van u verlang word nie, maar u kan te eniger tyd voor die verhoor by my 'n skriftelike verklaring indien waarin die aard van u verweer en besonderhede van die gronde waarop dit berus, aangegee word, en 'n afskrif van so 'n verklaring moet deur u aan die eiser verstrek word.

(As die eis vir huurgeld is en dit verlang word om die verhuurder se hipoteek vir huurgeld kragtens die bepalings van artikel 31 van die Wet te vestig, voeg by:—)

En neem verder kennis dat u, u die verweerder, en alle ander persone hierby verbied word om, alvorens 'n bevel dienaangaande deur die hof gegee is, enige van die meubels of besittings in besonderhede van die eis wat hierop geëndosseer is, omskryf, wat onderhewig is aan die eiser se hipoteek vir huurgeld, te verwyder of te laat verwyder of toe te laat dat dit verwyder word.

(Slot.)

(Endossement op keersy van die dagvaarding en op die afskrif.)

(1) Besonderhede van eis

(Sien Vorm No. 6.)

met koste (as die aksie onbestrede is), as volg:—

	Daagvaarding. £ s. d.	*Vonnis.* £ s. d.
Hofgelde.....		
Uitreiking van dagvaarding of ander prosesstukke.....		
Bodelone.....		

(2) Toestemming tot vonnis.

Ek erken dat ek teenoor die eiser aanspreeklik is soos beweer in hierdie dagvaarding (of vir die bedrag van £_____) met koste tot op datum en ek stem dien ooreenkomstig tot vonnis toe.

Gedagteken te_____ hede die_____ dag van_____ 19____

_____

Verweerder.

LET WEL.—As die toestemming nie op die oorspronklike dagvaarding wat gedien is gegee word nie, moet dit onderteken word deur twee getuies wie se adresse opgegee moet word.

(3) Vorm van verskyning tot verdediging.

Aan die Klerk van die Hof.

Geliewe verskyning aan te teken vir verweerder wat voornemens is om hierdie aksie te verdedig.

Adres_____

Posadres_____

_____

Verweerder.

(4) KENNISGEWING.—Iedereen teën wie 'n hof in 'n siviele saak 'n vonnis gevel of 'n bevel uitgevaardig het, wat nie ten volle aan daardie vonnis of bevel en alle koste waarvoor hy in verband daarmee aanspreeklik is, voldoen het nie, pleeg 'n misdryf en is by skuldigbevinding strafbaar met 'n boete van hoogstens vyf-en-twintig pond, indien hy sy woon- of werkplek verander het en versuim om binne 14 dae vanaf die datum van elke sodanige verandering aan die klerk van die hof wat voornoemde vonnis gevel of bevel uitgevaardig het by skriftelike kennisgewing die nuwe woon- of werkplek volledig en juis mee te deel.

_____

Eiser.

(of persoon wat die Klerk van die Hof vergun om namens hom op te tree.)

Adres_____

Posadres_____

No. 53.—RECOVERY OF SMALL DEBTS: NOTICE UNDER SECTION 57 (1).

(Heading.)

To: A.B.
of_____Plaintiff.
and
C.D.
of_____Defendant.

You are hereby notified that I have appointed_____ the_____ day of_____, 19____, at_____ in the_____noon for the hearing of the plaintiff's claim.

You should attend at the appointed time with your witnesses.

(Conclusion.)

No. 54.—NOTICE OF ABANDONMENT OF PART OF CLAIM, ETC.

(Heading.)

Take notice that the plaintiff (*or*, defendant) hereby abandons the undermentioned claim (*or*, exception, defence, *as the case may be*) set up by him in his summons (*or*, plea, reply, etc., *as the case may be*).

Particulars:—

(Conclusion.)

No. 55.—AGREEMENT NOT TO APPEAL.

(Heading.)

We (the respective attorneys of), the abovenamed plaintiff and defendant, do hereby agree, under the provisions of section *eighty-two* of the Magistrates' Courts Act, 1944, that the decision of the abovenamed court in the abovenamed action shall be final.

(Conclusion.)

No. 56.—REQUEST TO INSPECT RECORD.

Magistrate's Court,
District of_____, 19____

Space for Revenue Stamps.

I apply to inspect record No._____
(*or if the applicant does not know the Registered No.*)

I apply to inspect the record of the case between
_____Plaintiff,
and_____Defendant.

Search to begin with the month of_____, 19____

(Signed)_____

(If the applicant is a party to the case, or the attorney of such a party, his capacity should be stated after his signature.)

No. 57.—CRIMINAL RECORD BOOK.

Date of hearing and No. of case.	Name and description of accused.	Crime or offence charged.	Verdict and sentence.	Remarks.

No. 58.—OATH OF OFFICE OF SHORTHANDWRITER.

I, A.B., do swear that I will faithfully, accurately, and to the best of my ability take down in shorthand, as directed by the judicial officer, the proceedings in any case in which I may be employed thereto as an officer of the court and that I will similarly when required so to do transcribe the same or any other notes taken by any officer of the court.

Sworn before at_____ this_____ day of_____, 19____.

_____
Judicial Officer.

No. 59.—CERTIFICATE OF CORRECTNESS OF RECORD.

(Heading.)

I, _____ Clerk of this Court (*or* Shorthand Writer of this Court) do hereby certify and declare that the foregoing notes are a true record of the proceedings in this action and of all evidence received by the said court.

Dated at_____ this_____ day of_____, 19____

_____
Clerk of the Court.
(*or* Shorthand Writer.)

SECOND ANNEXURE

Table A.—Costs.
Table B.—Messengers' Fees.
Table C.—Assessors' Fees.
Table D.—Court Fees.

No. 53.—INVORDERING VAN KLEIN SKULDE: KENNISGEWING INGEVOLGE ARTIKEL 57 (1).

(Opskrif.)

Aan: A.B.
van_____Eiser,
en
C.D.
van_____Verweerder.

U word hierby in kennis gestel dat ek die_____ dag van_____19____ om_____ in die_____ middag vasgestel het vir die verhoor van die eiser se eis.

U behoort op die vasgestelde tyd met u getuies teenwoordig te wees.

(Slot.)

No. 54.—KENNISGEWING VAN AFSTANDDOENING VAN GEDEELTE VAN EIS, ENS.

(Opskrif.)

Neem kennis dat die eiser (*of* verweerder) hierby afstand doen van ondervermelde eis (*of* eksepsie, verweer, *na gelang van die geval*) wat deur hom in sy dagvaarding (*of* verweerskrif repliek, ens., *na gelang van die geval*) aangevoer is.

(Slot.)

No. 55.—OOREENKOMS OM NIE TE APPELLEER NIE.

(Opskrif.)

Ons (die ondergeskrewe prokureurs van) bogenoemde eiser en verweerder kom hierby ooreen, ingevolge die bepalings van artikel *twee-en-tagtig* van die Magistraatshowewet, 1944, dat die beslissing van bogenoemde hof in bogenoemde aksie 'n eindbeslissing sal wees.

(Slot.)

No. 56.—VERSOEK OM NOTULE IN TE SIEN.

Magistraatshof,
Distrik_____19____

Ruimte vir Inkomsteseëls.

Ek doen aansoek om notule No._____ in te sien (*of, indien die geregistreerde nommer nie aan die applikant bekend is nie*)—

Ek doen aansoek om die notule van die saak tussen
_____Eiser
en_____Verweerder
in te sien.

Moet nagespoor word vanaf die maand_____19____

(Onderteken)_____

(Indien die applikant 'n party in die saak is, of die prokureur van so 'n party, moet sy hoedanigheid na sy handtekening vermeld word.)

No. 57.—REGISTER VAN STRAFSAKE.

Datum van verhoor en nommer van saak.	Naam en beskrywing van beskuldigde.	Misdaad of misdryf waarvan aangekla.	Uitspraak en vonnis.	Opmerkings.

No. 58.—AMPSEED VAN SNELSKRYWER.

Ek, A.B., sweer dat ek getrou, noukeurig en na die beste van my vermoë die verrigtinge in snelskrif sal notuleer, soos deur die regterlike amptenaar gelas, in enige saak waarin ek daartoe in diens geneem is as 'n beampte van die hof, en dat ek insgelyks, wanneer van my vereis word sulks te doen, sodanige notule of enige ander aantekeninge deur enige beampte van die hof, sal oorskryf.

Beëdig voor my te_____ op hede die_____ dag van_____19____

_____
Regterlike Amptenaar.

No. 59.—SERTIFIKAAT VAN JUISTE VERSLAG.

(Opskrif.)

Ek,_____, Klerk van hierdie Hof (*of* Snelskrywer van hierdie Hof), sertifiseer en verklaar hierby dat voorgaande aantekenings 'n juiste verslag is van die verrigtinge in hierdie aksie, en van al die getuienis wat in genoemde hof afgelê is.

Gedagteken te_____ op hede die_____ dag van_____19____

_____
Klerk van die Hof (*of* Snelskrywer).

TWEEDE AANHANGSEL.

Tabel A.—Koste.
Tabel B.—Bodelone.
Tabel C.—Gelde aan Assessore.
Tabel D.—Hofgelde.

TABLE A.

Costs.

1. (1) Save as provided in (2), (3) and (4) costs shall be taxed on the ordinary scale.

(2) When the amount in dispute exceeds £25 but does not exceed £50, costs shall save as provided in (3) hereof be taxed on higher Scale A.

(3) When the court has made an order under sub-rule 49 (7) awarding costs on a higher scale, costs shall be taxed on the scale mentioned in such order.

(4) When the amount in dispute exceeds £50, costs shall be taxed on higher Scale B.

(5) Where the amount in dispute is not apparent on the face of the proceedings, costs shall be computed at the lower rate; but the court may, on the application of either party, assess the amount in dispute.

2. For the purpose of computing costs, the expression "amount in dispute" shall mean, where costs are awarded to the plaintiff, the amount or value of the judgment; where costs are awarded to the defendant, the amount or value of the claim; in each case inclusive of interest, but exclusive of costs.

3. Costs taxable under sub-rule 49 (19) shall be deemed to have been awarded under a judgment for the amount paid into court or a judgment in terms of the settlement as the case may be.

4. Claims for ejectment shall be computed at two months' rent of the premises.

5. The rate at which costs are computed shall not be increased by reason of any claim for confirmation of any interdict or other interlocutory order.

6. Fees to counsel shall be allowable on taxation only in cases falling within the provisions of paragraph 1 (2), (3) or (4), and may not be so allowed unless payment of them is vouched by the signature of counsel.

7. Where the amount allowed for an item is specified, the amount is inclusive of all necessary copies, attendances and services (other than services through the messenger) in connection therewith.

8. Where the amount allowed for an item is left blank—

(*a*) the drawing of documents shall be allowed at 2s. for each folio;

(*b*) copies for filing and service shall also be allowed;

(*c*) service shall be allowed at 2s. 6d. for each necessary service;

(*d*) where any document appears to the court to be unnecessarily prolix, the court may disallow all or any part of the charge therefor

9. A folio is 100 written or printed words or figures. Four figures shall be reckoned as one word.

10. Where a charge is allowed for copying or perusing, it shall where not otherwise provided for, be 6d. per folio.

11. Where there are more defendants than one, 2s. 6d. shall be added for each of the items Nos. 1, 2, 9, 14, 38, 53, 66, 67, 69, 71 and 72.

12. Where the judgment is payable by instalments, whether in terms of the judgment or in terms of a garnishee order attaching future earnings in satisfaction of the judgment, the fees shall be taxable immediately the judgment is given or order made but shall be recoverable only on the payment of each instalment. Five (5) per cent. shall be allowed as a fee for collection on each instalment.

13. "Demand" means a notice in writing to the debtor from the creditor sent to the debtor in one or other of the manners provided for service of process (including registered post, without restriction as to locality or postal address) demanding payment of the debt within a reasonable time thereafter, whether such demand was or was not required by law before action.

14. The clerk of the court shall on taxation disallow any charge unnecessarily incurred.

Undefended Actions.

	£	s.	d.
1. Summons (inclusive of demand)—			
(*a*) If claim does not exceed £10	0	10	0
(*b*) If claim exceeds £10	1	0	0
2. Judgment—			
(*a*) If claim does not exceed £10	0	7	6
(*b*) If claim exceeds £10	0	10	0

NOTE.—Where the matter in issue exceeds £50 the fees under 1 and 2 shall be increased by one-fourth for every £50 or part of £50 exceeding the first £50.

	£	s.	d.
3. Notice under sub-rule 16 (3) or (4)	0	5	0
4. Affidavit	0	5	0
5. Attending court when claim referred to court for judgment	0	10	0

NOTE.—The amount of fees allowable under items 3, 4 and 5 shall without taxation be included in the amount of the costs for which judgment is entered.

TABEL A.

Koste.

1. (1) Behoudens die bepalings van (2), (3) en (4) hiervan, word koste volgens die gewone skaal getakseer.

(2) Wanneer die bedrag in geskil meer as £25, maar nie meer as £50 is nie, word die koste, behoudens die bepalings van (3) hiervan, volgens die hoër skaal A. getakseer.

(3) Wanneer die hof 'n bevel gegee het kragtens subreël 49 (7) waarby koste volgens 'n hoër skaal toegeken word, word die koste getakseer volgens die skaal in sodanige bevel vermeld.

(4) Wanneer die bedrag in geskil meer is as £50 word die koste volgens die hoër skaal B. getakseer.

(5) Wanneer die bedrag in geskil nie uit die stukke blyk nie, word koste teen die laer tarief bereken, dog op aansoek van een van die twee partye kan die hof die bedrag in geskil vasstel.

2. Vir doeleindes van kosteberekening beteken die uitdrukking „bedrag in geskil", wanneer koste aan die eiser toegeken word, die bedrag of waarde van die vonnis; wanneer koste aan die verweerder toegeken word, die bedrag of waarde van die eis; in iedere geval met inbegrip van rente, maar met uitsluiting van koste.

3. Koste wat takseerbaar is kragtens subreël 49 (19) word geag toegeken te gewees het ingevolge 'n vonnis vir die geregtelik inbetaalde bedrag, of 'n vonnis ooreenkomstig die skikking, na gelang van die geval.

4. Eise vir ontruiming word bereken teen twee maande huur van die perseel.

5. Die tarief waarvolgens koste bereken word, word nie verhoog ter oorsake van enige eis vir bekragtiging van 'n interdik of ander tussenbevel nie.

6. Honoraria aan advokate word by taksasie alleen toegestaan in gevalle wat binne die bepalings van paragraaf 1 (2), (3) of (4) hiervan val en word nie aldus toegestaan nie, tensy die betaling daarvan deur die handtekening van die advokaat bevestig word.

7. Wanneer die bedrag, toegestaan vir 'n item, aangegee word, sluit die bedrag alle nodige afskrifte, opwagtings en dienste (behalwe dienste deur bemiddeling van die bode) in verband daarmee in.

8. Wanneer die bedrag, toegestaan vir 'n item, oopgelaat is—

(*a*) word vir die opstel van dokumente 2s. vir elke folio toegestaan;
(*b*) word afskrifte vir opberging en diening ook toegestaan;
(*c*) word vir diening 2s. 6d. vir elke noodsaaklike diening toegestaan;
(*d*) wanneer volgens oordeel van die hof 'n dokument onnodig wydlopig is, kan die hof die hele bedrag daarvoor bereken, of 'n gedeelte daarvan, afwys.

9. 'n Folio bestaan uit 100 geskrewe of gedrukte woorde of syfers. Vier syfers word vir een woord gereken.

10. Die gelde toegestaan vir die maak van afskrifte of vir deurlees, indien gelde toegestaan word, is waar geen andersluidende bepalings dienaangaande bestaan nie, 6d. per folio.

11. Indien daar meer as een verweerder is, word 2s. 6d. bygevoeg vir elkeen van die items Nos. 1, 2, 9, 14, 38, 53, 66, 67, 69, 71 en 72

12. Wanneer die vonnis in paaiemente betaalbaar is, hetsy ooreenkomstig die vonnis of kragtens 'n skuldbeslagorder op toekomstige verdienste ter voldoening aan die vonnis, is die gelde taksеerbaar sodra die vonnis gevel of die bevel gegee is, maar is alleen invorderbaar by betaling van elke paaiement. Vyf (5) persent word toegestaan as invorderingsgeld op elke paaiement.

13. „Aanskrywing" beteken 'n skriftelike kennisgewing aan die skuldenaar deur die skuldeiser gestuur aan die skuldenaar op een of ander van die wyse voorgeskryf vir diening van 'n prosesstuk (met inbegrip van geregistreerde pos, sonder beperking wat betref die plek of posadres) waarin betaling van 'n skuld binne 'n redelike tyd daarna geëis word, onverskillig of sodanige aanskrywing voor die aksie deur die wet vereis was of nie.

14. By taksasie moet die klerk van die hof alle koste wat onnodig gemaak is, afwys.

Onbestrede aksies.

	£	s.	d.
1. Dagvaarding (met inbegrip van aanskrywing):—			
(*a*) As eis nie meer as £10 bedra nie	0	10	0
(*b*) As eis meer as £10 bedra	1	0	0
2. Vonnis:—			
(*a*) As eis nie meer as £10 bedra nie	0	7	6
(*b*) As eis meer as £10 bedra	0	10	0

LET WEL.—Wanneer die saak in geskil meer is as £50 word die gelde onder 1 en 2 vermeerder met een-vierde vir elke £50 of gedeelte van £50 bo die eerste £50.

	£	s.	d.
3. Kennisgewing ingevolge subreël 16 (3) of (4)	0	5	0
4. Beëdigde verklaring	0	5	0
5. Verskyning in hof wanneer eis na hof verwys is vir vonnis	0	10	0

LET WEL.—Die bedrag van die gelde wat ingevolge items 3, 4 en 5 toegestaan kan word, word sonder taksasie ingesluit by die bedrag van koste waarvoor vonnis aangeteken word.

Defended Actions.

Item.	Ordinary Scale.	Higher Scale. A.	Higher Scale. B.
	£ s. d.	£1 to £2 £ s. d.	£1 to £3 £ s. d.
6. Instructions to sue or defend	0 5 0	0 10 0	0 10 0
7. Instructions on commission de bene esse	0 5 0	0 5 0	0 5 0
8. Demand	0 5 0	0 15 0	1 5 0
9. Summons	0 15 0	1 0 0	1 5 0
10. Appearance	0 5 0	0 5 0	0 5 0
11. Notice under sub-rule 16 (3) or (4)	0 5 0	0 5 0	0 5 0
12. Claim in reconvention	0 10 0	0 15 0	0 15 0
13. Plea	0 15 0	1 0 0	1 5 0
14. Reply	0 5 0	0 7 6	0 10 0
15. Request for further particulars	0 5 0	0 5 0	0 5 0
16. Further particulars	—	—	—
17. Consent to adjournment or extension of time	0 5 0	0 5 0	0 5 0
18. Attendance applying for costs on discontinuance	0 10 0	0 10 0	0 10 0
19. Schedule of documents and affidavit	—	—	—
20. Production of documents for inspection	0 5 0	0 5 0	0 5 0
21. Inspecting documents	0 7 6	0 7 6	0 7 6
22. Subpoena (not more than one for each four witnesses summoned)	0 5 0	0 5 0	0 5 0
23. Each copy for service	0 1 0	0 1 0	0 1 0
24. Notice to produce	0 5 0	0 5 0	0 5 0
25. Affidavit (other than of discovery)	0 5 0	0 5 0	0 5 0
26. Interrogatories	—	—	—
27. Taking proof of witness (each)	0 5 0	0 10 0	0 10 0
28. Notice of trial or reinstatement	0 5 0	0 5 0	0 5 0
29. Preparing for trial (if counsel not employed)	1 0 0	3 0 0	5 0 0
30. Attending Court when action on roll for trial but adjourned	0 10 0	0 10 0	0 10 0
31. Attending Court on trial or at examination on commission (for each two hours or part of two hours for one day)—			
(*a*) where counsel not employed	0 15 0	1 11 6	2 2 0
(*b*) where counsel employed	—	0 15 0	0 15 0
32. Attending a pretrial conference	0 10 0	0 15 0	1 0 0
33. Attending Court to hear reserved judgment	0 10 0	0 10 0	0 10 0
34. Letters, etc	0 10 0	1 0 0	1 0 0
35. Agreement not to appeal	0 5 0	0 5 0	0 5 0

Exceptions and Motions to Strike Out.

	£ s. d.
36. Instructions	0 5 0
37. Particulars of exception, or motion to strike out	0 5 0
38. Notice of set-down	0 5 0
39. Attending court on hearing	0 10 0

NOTE.—The court may on application made at the hearing allow instead of the fee prescribed in item 39 fees for preparation and attendance at hearing not exceeding those which if the proceeding had been a trial would have been allowable under items 29 and 31.

Applications for Summary Judgment.

	£ s. d.
40. Application and affidavit (or copy of liquid document) including all necessary copies and services and attendance at first hearing	1 0 0
41. Attendance at any subsequent hearing	0 10 0

Interlocutory Application.

	£ s. d.
42. Instructions	0 5 0
43. Application	0 5 0
44. Service (each)	0 2 6
45. Attending on hearing	0 10 0

Arrest, Interdict, Administration, Ex Parte *and Garnishee Orders and Proceedings under Section* sixty-five *of the Act.*

	£ s. d.
46. Instructions	0 5 0
47. Affidavit	0 5 0
48. Attendance applying ex parte	0 5 0
49. Ex parte order	0 2 6
50. Copy order and affidavit for each service	0 2 6
51. Instructions to show cause against	0 5 0
52. Perusing documents served	0 5 0
53. Notice of application to show cause and service (if necessary)	0 5 0
54. Attendance on hearing—	
(*a*) If contested (hearing fee as on the trial of an action).	
(*b*) If uncontested	0 10 0

Interpleader Summons.

	£ s. d.
55. Instructions	0 5 0
56. Summons (if not sued out by the messenger)	0 5 0
57. Copies for service (each)	0 2 6
58. Affidavits	0 5 0
59. Perusing affidavits	0 5 0
60. Attending court on return of summons	0 10 0
61. Attending court on trial of interpleader issue (hearing fee as on the trial of an action).	

Bestrede aksies.

Item.	Gewone skaal.	Hoër skaal. A.	Hoër skaal. B.
	£ s. d.	£1 tot £2 £ s. d.	£1 tot £3 £ s. d.
6. Instruksies om te dagvaar of te verdedig	0 5 0	0 10 0	0 10 0
7. Instruksies by rogatoire kommissie	0 5 0	0 5 0	0 5 0
8. Aanskrywing	0 5 0	0 5 0	0 5 0
9. Dagvaarding	0 15 0	1 0 0	1 5 0
10. Verskyning	0 5 0	0 5 0	0 5 0
11. Kennisgewing kragtens Subreël 16 (3) of (4)	0 5 0	0 5 0	0 5 0
12. Eis in rekonvensie	0 10 0	0 15 0	0 15 0
13. Verweerskrif	0 15 0	1 0 0	1 5 0
14. Repliek	0 5 0	0 7 6	0 10 0
15. Versoek om nadere besonderhede	0 5 0	0 5 0	0 5 0
16. Nadere besonderhede	—	—	—
17. Toestemming tot verdaging of verlenging van tyd	0 5 0	0 5 0	0 5 0
18. Verskyning om aansoek te doen om koste by staking	0 10 0	0 10 0	0 10 0
19. Lys van dokumente en beëdigde verklaring	—	—	—
20. Oorlegging van dokumente vir insae	0 5 0	0 5 0	0 5 0
21. Insae van dokumente	0 7 6	0 7 6	0 7 6
22. Subpoena (nie meer as een vir elke vier gedagvaarde getuies)	0 5 0	0 5 0	0 5 0
23. Elke afskrif vir diening	0 1 0	0 1 0	0 1 0
24. Kennisgewing om oor te lê	0 5 0	0 5 0	0 5 0
25. Beëdigde verklaring (behalwe dié van ooplegging)	0 5 0	0 5 0	0 5 0
26. Vraagpunte	—	—	—
27. Afneem van verklarings van getuies (elk)	0 5 0	0 10 0	0 10 0
28. Kennisgewing van verhoor of herstel	0 5 0	0 5 0	0 5 0
29. Voorbereiding vir verhoor (as advokaat nie verskyn nie)	1 0 0	3 0 0	5 0 0
30. Verskyning in hof wanneer aksie op rol vir verhoor geplaas is maar verdaag word	0 10 0	0 10 0	0 10 0
31. Verskyning in hof tydens verhoor of by ondersoek op kommissie (vir elke twee uur of gedeelte daarvan op een dag)—			
(*a*) Wanneer advokaat nie verskyn nie	0 15 0	1 11 6	2 2 0
(*b*) Wanneer advokaat verskyn	—	0 15 0	0 15 0
32. Verskyning by voorverhooronderhoud	0 10 0	0 15 0	1 0 0
33. Verskyning in hof om voorbehoude vonnis te hoor	0 10 0	0 10 0	0 10 0
34. Briewe, ens	0 10 0	1 0 0	1 0 0
35. Ooreenkoms om nie te appelleer nie	0 5 0	0 5 0	0 5 0

Eksepsies en mosies vir deurhaling.

	£ s. d.
36. Instruksies	0 5 0
37. Besonderhede van eksepsie of mosie om deur te haal	0 5 0
38. Kennisgewing dat saak op rol geplaas is	0 5 0
39. Verskyning in hof by verhoor	0 10 0

LET WEL.—Op aansoek, gedoen by die verhoor, kan die hof, in plaas van die gelde in item 39 voorgeskryf, gelde toestaan vir voorbereiding en verskyning by die verhoor wat nie meer is as dié wat toelaatbaar sou gewees het ingevolge items 29 en 31, as die verrigtinge 'n verhoor was.

Aansoeke om summiere vonnis.

	£ s. d.
40. Aansoek en beëdigde verklaring (of afskrif van likwide dokument) met inbegrip van alle nodige afskrifte en dienings, en verskyning by eerste verhoor	1 0 0
41. Verskyning by 'n latere verhoor	0 10 0

Tussenaansoeke.

	£ s. d.
42. Instruksies	0 5 0
43. Aansoek	0 5 0
44. Diening (elk)	0 2 6
45. Verskyning by verhoor	0 10 0

Arres, interdik, administrasie-, ex parte *en skuldbeslagbevele en verrigtinge ingevolge artikel vyf-en-seslig van die wet.*

	£ s. d.
46. Instruksies	0 5 0
47. Beëdigde verklaring	0 5 0
48. Verskyning by doen van *ex parte* aansoek	0 5 0
49. *Ex parte* bevel	0 2 6
50. Afskrif van bevel en beëdigde verklaring vir elke diening	0 2 6
51. Instruksies om gronde aan te voer teen	0 5 0
52. Deurlees van gediende dokumente	0 5 0
53. Kennisgewing van aansoek om gronde aan te voer en diening (indien nodig)	0 5 0
54. Verskyning by verhoor :—	
(*a*) Indien bestrede (verhoorgelde dieselfde as dié vir verhoor van 'n aksie)	—
(*b*) Indien onbestrede	0 10 0

Tussenpleitdagvaarding.

	£ s. d.
55. Instruksies	0 5 0
56. Dagvaarding (as dit nie deur die bode uitgeneem word nie)	0 5 0
57. Afskrifte vir diening (elk)	0 2 6
58. Beëdigde verklarings	0 5 0
59. Deurlees van beëdigde verklarings	0 5 0
60. Verskyning in hof op dienende dag van dagvaarding	0 10 0
61. Verskyning in hof by verhoor van tussenpleitgeskil (verhoorgelde dieselfde as dié vir verhoor van 'n aksie)	—

Application to Review Judgment or Order.

		£	s.	d.
62.	Instructions and searching record	0	10	0
63.	Application and service	0	10	0
64.	Instructions to oppose	0	5	0
65.	Attending court on hearing—			
	(*a*) If uncontested	0	10	0
	(*b*) If contested (hearing fee as on the trial of an action).			

Taxation of Costs.

66.	Bills of costs	0	5	0
67.	Notice of taxation and service	0	3	0
68.	Attending taxation, on each £ or part of £ allowed.	0	1	0
69.	Notice of application for review of taxation and service	0	3	0
70.	Attending on review of taxation	0	5	0

Execution.

71.	Issue of warrant of execution, ejectment, arrest, delivery up of possession, etc. (inclusive fee covering any re-issues)	0	7	6
72.	Security for restitution, where necessary	0	10	0

Where Counsel is Employed.

73.	Instructions on exception	1	0	0
74.	Instructions on trial	1	0	0
75.	Drawing brief on exception	0	10	0
76.	Drawing brief on trial	2	0	0

Fees to Counsel.

77.	With brief to argue exception	3	3	0
	NOTE.—The court may on request made at the hearing allow a fee not exceeding six guineas if it considers the higher fee warranted.			
78.	With trial brief, not to exceed	5	5	0
79.	In any court held more than 20 miles from the nearest town where a provincial or local division (other than a Circuit Court) of the Supreme Court sits or more than 5 miles from the nearest railway station, there may be allowed, by special order of the court, a travelling fee (in addition to the fee on brief) not exceeding	3	3	0
80.	On consultation on trial, if the fee was marked on the brief when delivered and the consultation was necessary	1	1	0
81.	For every day exceeding one on which evidence is taken or arguments heard a refresher not exceeding	3	3	0
82.	Where trial is adjourned upon payment of the costs of the day, as part of such costs (only by the party requesting such adjournment)	1	1	0
83.	Drawing pleadings	1	1	0

NOTE.—Where costs are taxed on the higher Scale B, items 78, 80 and 81 shall be raised to £10. 10s. 0d., £2. 2s. 0d., and £7. 7s. 0d. respectively.

TABLE B.

Tariff for the Messenger of the Court.

		£	s.	d.
1.	(1) Service (or attempted) of summons, subpoena, notice, order, or other document not being a document mentioned in item .. (To include registration and return)	0	3	0
	(2) Notification in accordance with sub-rule 3 (5) to a party who has sued out process	0	1	0
2.	(1) Travelling allowances: three shillings per hour for the first hour and five shillings for every additional hour or part thereof.			
	(2) (*a*) Unless the railway is the least expensive mode of travelling which circumstances permit, consistent with due expedition, six miles shall be allowed to the hour.			
	(*b*) If the railway is the least expensive mode of travelling which circumstances permit, consistent with due expedition, there shall be allowed the time occupied by the fastest train between the two stations concerned, *plus* one hour for every six miles between the place of service and the nearest station and *plus*, further, one hour.			
	(3) The magistrate of any district may with the approval of the Minister substitute for the travelling allowance prescribed in sub-paragraph (2) of this paragraph a fixed charge for the service of any process at a stated distance from the court-house provided that such charge shall not exceed the allowance prescribed in the said sub-paragraph.			
3.	For the execution of any warrant, interdict or garnishee order—	0	10	6
	(*a*) This fee shall, in all cases, include registration and return and notice to the party issuing; and shall be payable by the execution creditor on the lodgment of the process with the messenger, provided that—			
	(i) if the warrant, interdict or order be withdrawn before execution or attempted execution the fee shall be	0	1	6
	(ii) if there be no attachment under a writ of execution and a return of *nulla bona* be made the fees shall be	0	5	0

Aansoek om hersiening van vonnis of bevel.

		£	s.	d.
62.	Instruksies en insae van stukke in saak	0	10	0
63.	Aansoek en diening	0	10	0
64.	Instruksies om te bestry	0	5	0
65.	Verskyning in hof by verhoor :—			
	(*a*) Indien onbestrede	0	10	0
	(*b*) Indien bestrede (verhoorgelde dieselfde as dié vir verhoor van 'n aksie)		—	

Taksasie van koste.

66.	Kosterekening	0	5	0
67.	Kennisgewing van taksasie en diening	0	3	0
68.	Verskyning by taksasie vir elke £1 of deel van 'n £1 toegestaan	0	1	0
69.	Kennisgewing van aansoek om hersiening van taksasie en diening	0	3	0
70.	Verskyning by hersiening van taksasie	0	5	0

Tenuitvoerlegging.

71.	Uitreiking van lasbrief vir eksekusie, ontruiming, arres, inbesitstelling, ens. (gelde waarby alles ingereken is ter dekking van alle heruitreikings)	0	7	6
72.	Sekerheidstelling vir restitusie, indien nodig	0	10	0

Wanneer 'n advokaat verskyn.

73.	Instruksies by eksepsie	1	0	0
74.	Instruksies by verhoor	1	0	0
75.	Opstel van opdrag by eksepsie	0	10	0
76.	Opstel van opdrag by verhoor	2	0	0

Honorarium aan advokaat.

77.	Met opdrag om eksepsie te bepleit	3	3	0
	LET WEL.—Die hof kan op versoek gedoen by die verhoor 'n hororarium van hoogstens ses ghienies toestaan as hy die hoër bedrag as geregverdig beskou.			
78.	Met opdrag vir verhoor, hoogstens	5	5	0
79.	In 'n hof wat gehou word meer as 20 myl vanaf die naaste dorp waar 'n provinsiale of plaaslike afdeling van die Hooggeregshof (behalwe 'n Rondgaande Hof) sitting hou, of meer as 5 myl vanaf die naaste spoorwegstasie, kan 'n reistoelae op spesiale las van die hof, toegestaan word benewens die honorarium by opdrag van hoogstens	3	3	0
80.	By konsultasie by verhoor, as die honorarium op die opdrag aangeteken was toe dit afgelewer is en die konsultasie nodig was	1	1	0
81.	Vir elke dag meer as een waarop getuienis afgeneem word, of argumente gehoor word, 'n ekstra honorarium van hoogstens	3	3	0
82.	Wanneer die verhoor verdaag word by betaling van die dag se koste, as deel van sodanige koste (slegs deur die party wat sodanige verdaging aanvra)	1	1	0
83.	Opstel van pleitskrifte	1	1	0

LET WEL.—Waar koste volgens die hoër skaal B. getakseer word, moet items 78, 80 en 81 tot onderskeidelik £10. 10s. 0d., £2. 2s. 0d. en £7. 7s. 0d. verhoog word.

TABEL B.

Tarief vir die geregsbode.

		£	s.	d.
1.	(1) Diening (of gepoogde diening) van dagvaarding, subpoena, kennisgewing, bevel of ander dokument, behalwe 'n dokument wat in item 3 genoem word (met inbegrip van registrasie en relaas)	0	3	0
	(2) Kennisgewing ooreenkomstig subreël 3 (5) aan 'n party wat 'n prosesstuk uitgeneem het	0	1	0
2.	(1) Reistoelae: Drie sjielings per uur vir die eerste uur en vyf sjielings vir elke verdere uur of gedeelte daarvan.			
	(2) (*a*) Tensy die spoorweg die goedkoopste vervoermiddel is wat onder die omstandighede verenigbaar is met behoorlike spoed, word 6 myl per uur toegelaat.			
	(*b*) Indien die spoorweg die goedkoopste vervoermiddel is wat onder die omstandighede verenigbaar is met behoorlike spoed, word die tyd wat deur die vinnigste trein tussen die twee betrokke stasies in beslag geneem word, toegestaan, plus een uur vir elke 6 myl tussen die dieningsplek en die naaste stasie, en plus nog 'n uur.			
	(3) Die magistraat van 'n distrik kan, met goedkeuring van die Minister, die reistoelae in sub-paragraaf (2) van hierdie paragraaf voorgeskryf, vervang deur 'n bepaalde bedrag vir die diening van 'n prosesstuk op 'n vermelde afstand van die hofgebou: met dien verstande dat sodanige bedrag nie meer is nie as die toelae in genoemde sub-paragraaf voorgeskryf.			
3.	Vir die tenuitvoerlegging van 'n lasbrief, interdik of skuldbeslagorder	0	10	6
	(*a*) Hierdie bedrag sluit in alle gevalle registrasie in, asook relaas en kennisgewing aan die party wat dit uitneem, en is betaalbaar deur die eksekusieskuldeiser by indiening van die prosesstuk by die bode, met dien verstande dat—			
	(i) as die lasbrief, interdik of bevel ingetrek word voor tenuitvoerlegging of gepoogde tenuitvoerlegging, die bedrag die volgende is	0	1	6
	(ii) as daar geen beslaglegging kragtens 'n lasbrief vir eksekusie is nie, en 'n relaas van *nulla bona* gedoen word, die bedrag die volgende is	0	5	0

	£	s.	d.
and the difference between either such fee and the amount paid on lodgment shall be refunded by the messenger to the execution creditor.			
(*b*) Where the process is one of arrest or ejectment, a further fee of 10s. 6d. shall be paid after execution for each person beyond one named in the process and in fact arrested, or for each person beyond one named or referred to in the process of ejectment and in fact ejected from separate premises.			
4. (1) Inventory, per 100 words or part thereof.....	0	2	6
(2) Additional copy for every judgment debtor beyond one, if actually made, at half the above rate.			
5. Security bond.....	0	10	0
6. (*a*) Possession per day or part thereof to be reckoned from the hour at which the attachment actually took place to the hour at which possession was given up or removal took place..... Also travelling allowances: to include board in every case.	0	7	6
(*b*) If live stock is attached, only the necessary expenses of herding and preserving the stock shall be allowed.			
(*c*) If the goods are removed and stored only the cost of removal and storage shall be allowed.			
7. Drawing advertisement for sale.....	0	2	0

8. Where a warrant of execution or garnishee order is paid in full or in part on presentation or moneys are attached in execution against movables, 1 per cent. on the amount so paid or attached.

9. Where the warrant of execution is withdrawn or the debtor's estate is sequestrated after attachment, but before sale, 1 per cent. on the value of the goods attached.

10. Where the warrant of execution against movables is completed by sale, 2½ per cent. on the amount (not exceeding the amount of the judgment debts and costs) realised.

11. When immovable property has been attached in execution and is not sold, either by reason of the warrant having been withdrawn, or of the estate of the execution debtor having been sequestrated, the expenses in connection with the attempted sale and the sum of £1. 1s. 0d. shall be payable to the messenger or to the person in fact authorised to act as auctioneer as the case may be.

12. When an execution against immovable property is completed by sale the following auctioneer's fees shall be allowed on the proceeds of the sale:—

(*a*) if the messenger acted as auctioneer, 1 per cent.

(*b*) if an auctioneer is employed as provided by sub-rule 40 (9):

(i) to the auctioneer 2 per cent., and

(ii) to the messenger ½ per cent.

13. In addition to the fees allowed by Items Nos. 9 to 12, there shall be allowed the sum actually and reasonably paid by the messenger or the auctioneer employed for printing, advertising and giving publicity to any sale or intended sale in execution.

14. (1) Travelling allowance shall not be payable unless it is necessary for the messenger to go more than two miles from the court-house.

(2) Where it is necessary for the messenger to go more than such distance in order to discharge any official duty, the travelling allowance prescribed shall be payable for going and returning, and shall be calculated from the court-house of the district for which the messenger is appointed.

(3) Travelling allowance includes all the expenses incurred in travelling, e.g., train fare.

(4) Travelling allowance shall be calculated on the basis that the messenger has used the least expensive mode of travelling which the circumstances permit consistent with due expedition.

(5) Travelling allowance shall be calculated on each separate service, except that, where more services than one may be done on the same journey, the distance to the first place of service may be brought into account only once, and shall be apportioned equally to the respective services, and the distance from the first place of service to the remaining places of service shall similarly be apportioned equally to the remaining services.

(6) Travelling allowance may not be charged unless the messenger has, in fact, necessarily travelled the distance in question.

(7) When it is necessary for a messenger to convey any person under arrest from any distance, any travelling allowance payable to the messenger in respect of that portion of his journey in which he was accompanied by such person shall be doubled.

(8) Where an Indian or native deputy-messenger is employed, the travelling allowance shall be one-third of that specified in the tariff.

(9) The provisions of sub-paragraphs (2), (3), (4), (5), (6) and (8) of this paragraph shall not apply when a special tariff of travelling allowances has in any district been substituted by the magistrate as provided in paragraph 2 (3) of this table.

15. (1) "Possession" means actual physical possession by a person employed and paid by the messenger, whose sole work for the time being is to remain on the premises where the goods have been attached, and who, in fact, remains in possession for the period for which possession is charged.

(2) "Cost of removal" means the amount actually and necessarily disbursed.

(3) "Cost of storage" means the amount actually and necessarily paid for storage if the goods were stored with a third person or, if the messenger provided the storage, then such an amount as would fairly be allowable in the ordinary course of business if the goods were stored with a third person.

16. Where the messenger is in possession under more than one warrant of execution, he may charge for only one possession, and such possession shall, as far as possible, be apportioned *pro rata* to several warrants; but each execution creditor shall be jointly and severally liable for such possession to an amount not exceeding what would have been due under his execution if it had stood alone.

	£	s.	d.
en die verskil tussen een van sodanige bedrae en die bedrag by indiening betaal, deur die bode aan die eksekusieskuldeiser terugbetaal moet word.			
(*b*) As die prosesstuk vir arres of ontruiming is, moet 'n verdere bedrag van 10s. 6d., na die tenuitvoerlegging betaal word ten opsigte van elke persoon bo een in die prosesstuk genoem wat in werklikheid gearresteer is, of ten opsigte van elke persoon bo een in die prosesstuk vir ontruiming genoem of na wie daarin verwys word, wat in werklikheid uit 'n afsonderlike perseel gesit is.			
4. (1) Inventaris, per 100 woorde of gedeelte daarvan..	0	2	6
(2) Addisionele afskrif vir elke vonnisskuldenaar bo een, as dit in werklikheid gemaak is, teen helfte van bogenoemde tarief.			
5. Borgakte.....	0	10	0
6. (*a*) Besit, per dag of gedeelte daarvan, word bereken vanaf die uur waarop die beslaglegging werklik plaasgevind het tot die uur waarop teruggetree is uit die besit of verwydering plaasgevind het.... Ook reistoelae: met inbegrip van losies in iedere geval.	0	7	6
(*b*) Indien op ewende hawe beslag gelê is, word slegs die nodige onkoste om die diere op te pas en te onderhou toegestaan.			
(*c*) Indien die goedere verwyder en geberg word, word alleen die verwyderings- en bergingskoste toestaan.			
7. Opstel van kennisgewing van verkoping.....	0	2	0

8. Indien 'n lasbrief vir eksekusie of 'n skuldbeslagorder by vertoning ten volle of gedeeltelik betaal word, of op gelde beslag gelê word by eksekusie teen roerende goed, 1 persent van die bedrag wat aldus betaal is of waarop aldus beslag gelê is.

9. Indien die lasbrief vir eksekusie ingetrek word, of die skuldenaar se boedel gesekwestreer word na beslaglegging, maar voor verkoop, 1 persent van die waarde van die goedere onder beslag.

10. Indien die lasbrief vir eksekusie teen roerende goed gevolg word deur verkoop, 2½ persent van die behaalde bedrag wat nie meer is as die bedrag van die vonnisskulde en koste nie.

11. Wanneer op onroerende goed ter eksekusie beslag gelê is en dit nie verkoop word nie òf as gevolg van die intrekking van die lasbrief òf deurdat die boedel van die eksekusieskuldenaar gesekwestreer is, is die onkoste in verband met die poging om te verkoop en die bedrag van £1. 1s. 0d. betaalbaar aan die bode of aan die persoon wat inderdaad gemagtig was om as afslaer op te tree, na gelang van die geval.

12. Wanneer eksekusie teen onroerende goed deur verkoop gevolg is, word die volgende afslaersgelde op die opbrings van die verkoop toegestaan:—

(*a*) Indien die bode as afslaer opgetree het, 1 persent.

(*b*) As 'n afslaer in diens geneem is volgens voorskrif van subreël 40 (9):—

(i) 2 persent aan die afslaer en

(ii) ½ persent aan die bode.

13. Benewens die gelde by items Nos. 9 tot 12 toegestaan, word die bedrag toegestaan wat in werklikheid en redelikerwyse deur die bode of dié in diens genome afslaer uitbetaal is vir drukwerk, advertensie en bekendmaking van 'n verkoop of voorgenome verkoop in eksekusie.

14. (1) Reistoelae is nie betaalbaar nie tensy dit nodig is vir die bode om meer as twee myl van die hofgebou te gaan.

(2) Indien dit vir die bode nodig is om verder as sodanige afstand te gaan ten einde 'n ampsplig te vervul, is die voorgeskrewe reistoelae betaalbaar vir die heen- en terugreis, en word dit bereken vanaf die hofgebou van die distrik waarvoor die bode aangestel is.

(3) Reistoelae omvat alle onkoste wat op reis gemaak is, bv. vir treinkaartjies.

(4) Reistoelae word bereken op die grondslag dat die bode die goedkoopste vervoermiddel gebruik het wat onder die omstandighede verenigbaar is met behoorlike spoed.

(5) Reistoelae word bereken volgens elke afsonderlike diening behalwe dat, wanneer meer as een diening gedoen word op dieselfde rit, die afstand na die eerste plek van diening slegs eenmaal in rekening gebring word, en gelyk verdeel word oor die onderskeie dienings, en die afstand van die eerste plek van diening na die ander plekke eweneens gelyk verdeel word oor die ander dienings.

(6) Reistoelae word nie bereken nie tensy die bode in werklikheid noodsaaklikerwys die betrokke afstand gereis het.

(7) Wanneer dit vir die bode nodig is om iemand onder arres oor 'n afstand te vervoer, word enige reistoelae wat aan die bode betaalbaar is ten opsigte van daardie gedeelte van sy reis waarop hy deur so iemand vergesel was, verdubbel.

(8) Indien van die dienste van 'n Indiër- of naturelle-onderbode gebruik gemaak word, is die reistoelae een-derde van dié wat in die tarief aangegee word.

(9) Die bepalings van sub-paragrawe (2), (3), (4), (5), (6) en (8) van hierdie paragraaf is nie van toepassing nie indien 'n spesiale tarief van reistoelaes in enige distrik deur die magistraat volgens voorskrif van paragraaf 2 (3) van hierdie Tabel ingestel is.

15. (1) „Besit" beteken werklike liggaamlike besit deur 'n persoon in diens van die bode en deur hom betaal, wie se enigste werk asdan is om op die perseel waar op die goedere beslag gelê is, te bly, en wat in werklikheid in besit bly vir die tydperk waarvoor besit bereken word.

(2) „Verwyderingskoste" beteken die bedrag in werklikheid en noodsaaklikerwys uitbetaal.

(3) „Bergingskoste" beteken die bedrag in werklikheid en noodsaaklikerwyse vir berging uitbetaal, as die goedere by 'n derde persoon geberg is, of, as die bode die bergplek verskaf het, sodanige bedrag as wat billikerwyse in die gewone loop van besigheid toegestaan sou kon geword het as die goedere by 'n derde persoon geberg was.

16. Indien die bode in besit is kragtens meer as een lasbrief vir eksekusie, kan hy vir slegs een besit gelde bereken, en sodanige besit moet, sover doenlik, *pro rata* oor die onderskeie lasbriewe verdeel word; maar iedere eksekusieskuldeiser is gesamentlik en afsonderlik aanspreeklik vir sodanige besit tot 'n bedrag van hoogstens dié wat verskuldig sou gewees het ingevolge sy eksekusie, as dit die enigste was.

17. Fees payable on the value of goods attached or on the proceeds of the sale of goods in execution shall not be chargeable on such value or proceeds so far as they are in excess of the amount of the warrant.

18. In addition to the fees prescribed, the messenger shall be entitled to charge the amount of postage paid by him.

19. The messenger's fees and expenses of a garnishee order shall be added to the amount to be recovered under the order, and shall be chargeable against the judgment debtor.

TABLE C.

Fees to Assessors.

1. For every attendance when the case is wholly or partially heard, £1. 1s. 0d. for each hour or part of an hour of such attendance, but not to be less than £3. 3s. 0d. or more than £5. 5s. 0d. for every such attendance.

2. For every attendance when the case is not heard but is postponed or settled, at the above rate, but the minimum to be £1. 1s. 0d.

3. Attendances to be reckoned from the hour for which the assessor is summoned to the hour at which judgment is given or reserved, or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.

4. When the case is adjourned, postponed, or settled, attendances to be reckoned from the hour for which the assessor is summoned to the hour at which the case is adjourned, postponed, or settled or to the hour at which the assessor is expressly released by the court from further attendance, whichever shall be the earlier.

5. An assessor who has neither a residence nor a place of business within three miles of the court-house shall also be entitled to a travelling allowance at the rate of one shilling a mile for each journey actually and necessarily taken between the court-house and his residence or place of business.

TABLE D.

Tariff of Court Fees.

No.	Document.	Amount £ s. d.
1.	Summons commencing an action :—	
	(1) (*a*) On each £25 or part of £25 of the amount of the claim or the value of the matter in dispute where such value is stated in the summons	0 1 0
	(*b*) Otherwise	0 2 0
	(2) On each claim for ejectment or for confirmation of an interdict or other interlocutory order. To be calculated on each claim in the summons, but not upon any but the largest of any alternative claims	0 2 0
2.	Statement of particulars of a claim in reconvention : fees as on a summons commencing an action	
3.	Any other summons except an interpleader summons at the instance of the messenger	0 1 0
4.	Notice of application (other than an application for summary judgment)	0 1 0
5.	Order made ex parte	0 2 6
6.	Subpoena	0 1 0
7.	Notice of withdrawal, discontinuance or abandonment of and claim or defence	0 1 0
8.	Request for judgment in an undefended action :— The same fees as were required on the summons commencing the action	
9.	Notice of application for summary judgment— Double the fees which were required on the summons commencing the action	
10.	Notice of set down of exception or motion to strike out.	0 1 0
11.	Notice of trial of any defended action—	
	(1) As regards any part of the claim not in dispute, fees at the same rate as required on the summons commencing the action.	
	(2) As regards any disputed part of the claim, fees at three times the rate required on the summons commencing the action ; and also fees similarly calculated upon the claim in reconvention (if any)	
12.	Notice of reinstatement of any action application or matter postponed sine die	0 1 0
13.	Warrant for the execution of any judgment, decree or order	0 1 0
14.	Security bond, other than security de restituendo	0 2 6
15.	Notice of appeal	0 7 6
16.	Request to inspect any record :—	
	(*a*) if the number of the record is given	0 1 0
	(*b*) if the number of the record is not given, for every month required to be searched	0 1 0
17.	Request for a copy of a record to be made by the clerk of the court :—	
	(*a*) for the first 100 words	0 1 0
	(*b*) for each additional 100 words or part thereof.	0 0 6
18.	For examining and certifying any copy of a record, for each 100 words but not to be less than 1s. in any case	0 0 3
19.	Bill of costs :— On each £1 or part of £1 allowed	0 0 6
20.	For the use of the services of the official interpreter for each fifteen minutes or fraction thereof during the interpreter's attendance in court, unless the interpretation was needed in one of the official languages and was for use of the court	0 1 0

1. (1) Anything to the contrary in the Stamp Duties and Fees Act 1911, notwithstanding, a notice of trial shall be received although the stamps required for any claim in reconvention be not affixed thereto ; but no such claim in reconvention shall be tried until the stamps due thereon have been affixed.

(2) A clerk of the court who has omitted to take any such fees shall be liable to pay and make good the amount thereof to the Treasury.

2. (1) Where any dispute arises between the clerk of the court and any person desiring to lodge any document as to whether the document is or is not sufficiently stamped, the question shall be referred to the magistrate, who shall decide the same in a summary manner.

(2) The magistrate's decision shall be final for the purpose of the action or matter in respect to which such document is lodged and shall discharge the clerk of the court from any responsibility under clause 1 (2) hereof ; but such decision shall be without prejudice to any other rights of any person interested.

3. No charge shall be made for the inspection of the record of any case on the business day next succeeding the day on which judgment was delivered in such case nor to any party to any case at any time before judgment or within seven days after judgment.

17. Gelde wat op die waarde van die goedere onder beslag of op die opbrings van 'n verkoop van goedere in eksekusie betaalbaar is, word vir sover sodanige waarde of opbrings meer is as die bedrag op die lasbrief, nie op sodanige waarde of opbrings bereken nie.

18. Benewens die voorgeskrewe gelde, is die bode geregtig om die bedrag deur hom aan posgeld betaal in rekening te bring.

19. Die bode se lone en onkoste by tenuitvoerlegging van 'n skuldbeslagorder word by die bedrag gevoeg wat kragtens die order verhaal moet word, en kan teen die vonnisskuldenaar in rekening gebring word.

TABEL C.

Gelde aan assessore.

1. Vir elke bywoning waarby die saak in sy geheel of gedeeltelik verhoor word, £1. 1s. 0d. vir elke uur of gedeelte van 'n uur van sodanige bywoning, maar nie minder as £3. 3s. 0d. of meer as £5. 5s. 0d. vir iedere sodanige bywoning nie.

2. Vir elke bywoning waarby die saak nie verhoor maar uitgestel of geskik word, teen bogenoemde tarief, maar met 'n minimum van £1. 1s. 0d.

3. Bywonings word bereken vanaf die uur waarvoor die assessor opgeroep word tot die uur waarop vonnis gevel of voorbehou word, of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al eerste plaasvind.

4. Wanneer die saak verdaag, uitgestel of geskik word, moet die bywoning bereken word vanaf die uur waarvoor die assessor opgeroep is tot die uur waarop die saak uitgestel, verdaag of geskik word, of tot die uur waarop die assessor uitdruklik deur die hof vrygestel word van verdere bywoning, watter van die twee ook al eerste plaasvind.

5. 'n Assessor wat nòg 'n woonplek nòg 'n besigheidsplek binne drie myl van die hofgebou het, is ook geregtig op 'n reistoelae teen die tarief van een sjieling per myl vir elke rit wat hy werklik en noodsaaklikerwyse aflê tussen die hofgebou en sy woonplek of besigheidsplek.

TABEL D.

Tarief van hofgelde.

No.	Dokument.	Bedrag. £ s. d.
1	Dagvaarding waardeur aksie begin word :—	
	(1) (*a*) Vir elke £25 of gedeelte van £25 van die bedrag van die eis of die waarde van die saak in geskil, as sodanige waarde in die dagvaarding vermeld word	0 1 0
	(*b*) Anders	0 2 0
	(2) Vir elke eis vir ontruiming of vir bekragtiging van 'n interdik of ander tussenbevel. Word bereken op elke eis in die dagvaarding maar alleen op die grootste van alternatiewe eise	0 2 0
2	Opgawe van besonderhede van 'n eis in rekonvensie : gelde dieselfde as by 'n dagvaarding waardeur aksie begin word	
3	Enige ander dagvaarding behalwe 'n tussenpleitdagvaarding op versoek van die bode	0 1 0
4	Kennisgewing van aansoek (behalwe 'n aansoek om summiere vonnis)	0 1 0
5	Bevel *ex parte* gegee	0 2 6
6	Subpoena	0 1 0
7	Kennisgewing van terugtrekking, staking of afstanddoening van 'n eis of verweer	0 1 0
8	Versoek om vonnis in 'n onbestrede aksie : dieselfde gelde as dié wat by die dagvaarding waardeur aksie begin is, vereis was	
9	Kennisgewing van aansoek om summiere vonnis : dubbel die gelde wat by die dagvaarding waardeur die aksie begin is, vereis was	
10	Kennisgewing dat 'n eksepsie of mosie om deur te haal op die rol geplaas is	0 1 0
11	Kennisgewing van verhoor van 'n bestrede aksie :—	
	(1) Wat betref enige gedeelte van die eis wat nie in geskil is nie, gelde teen dieselfde tarief as wat vereis was by die dagvaarding waardeur die aksie begin is	
	(2) Wat betref enige gedeelte van die eis wat in geskil is, gelde teen driekeer die tarief wat vereis was by die dagvaarding waardeur die aksie begin is ; asook gelde op dieselfde wyse bereken op die eis in rekonvensie (as daar een is)	
12	Kennisgewing van herstel van enige aksie, aansoek of saak wat uitgestel is *sine die*	0 1 0
13	Lasbrief vir tenuitvoerlegging van 'n vonnis of bevel	0 1 0
14	Akte van borgtog, behalwe borgtog *de restituendo*	0 2 6
15	Kennisgewing van appèl	0 7 6
16	Versoek om notule in te sien :—	
	(*a*) Indien die nommer van die notule aangegee word	0 1 0
	(*b*) Indien die nommer van die notule nie aangegee word nie, vir elke maand wat nagegaan moet word	0 1 0
17	Aanvraag om 'n afskrif van 'n stuk wat deur die Klerk van die Hof gemaak moet word :—	
	(*a*) Vir die eerste 100 woorde	0 1 0
	(*b*) Vir elke verdere 100 woorde of gedeelte daarvan	0 0 6
18	Vir die insien en sertifiseer van 'n afskrif van 'n stuk vir elke 100 woorde maar in geen geval minder as 1s. nie	0 0 3
19	Kosterekening : vir elke £1 of gedeelte van £1 toegestaan	0 0 6
20	Vir gebruik van die dienste van die amptelike tolk, vir elke vyftien minute of gedeelte daarvan gedurende die tolk se verskyning in die hof, tensy die tolking nodig was in een van die amptelike tale en vir gebruik van die hof was	0 1 0

1. (1) Niteenstaande andersluidende bepalings in die „Zegelwet, 1911", word 'n kennisgewing van verhoor aangeneem al is die seëls wat vereis word ten opsigte van 'n eis in rekonvensie nie daarop geplak nie ; maar geen sodanige eis in rekonvensie word verhoor nie alvorens die seëls ten opsigte daarvan verskuldig aldus daarop geplak is.

(2) 'n Klerk van die hof wat versuim om sodanige gelde te in, kan verplig word om die bedrag daarvan by die Tesourie in te betaal.

2. (1) Indien 'n geskil ontstaan tussen die klerk van die hof en iemand wat 'n dokument wil indien betreffende die vraag of die dokument van voldoende seëls voorsien is of nie, moet die vraag na die magistraat verwys word, en hy moet dit op 'n summiere wyse beslis.

(2) Die magistraat se beslissing is vir die doeleindes van die aksie of saak in verband waarmee sodanige dokument ingedien word, 'n eindbeslissing, en stel die klerk van die hof vry van enige aanspreklikheid ingevolge klousule 1 (2) hiervan ; dog sodanige beslissing doen geen afbreuk aan enige ander regte van 'n belanghebbende persoon nie.

3. Geen gelde word bereken vir die insae van die stukke van 'n saak op die eersvolgende besigheidsdag na die dag waarop vonnis in sodanige saak gevel is nie, en ook nie teen 'n party in 'n saak te eniger tyd voor vonnis of binne sewe dae na vonnis nie.

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INDUSTRIAL EMPLOYERS' ASSOCIATION,
(NATAL SECTION)

EXTRAORDINARY BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant

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All Proclamations, Government and General Notices, published for the first time, are indicated by a ✱ in the left-hand upper corner.

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

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF COMMERCE AND INDUSTRIES.

✱ No. 930.] [1 June 1945.

PRICE CONTROL.

MAINTENANCE OF RECORDS OF COSTS AND SELLING PRICES BY CLOTHING MANUFACTURERS.

In terms of regulations 2 and 9 of War Measure No. 95 of 1943 as amended, I, FRANCIS ROBERT EMERY, Price Controller do hereby throughout the Union, excluding the Mandated Territory of South West Africa and the port and settlement of Walvis Bay—

(1) prescribe that every clothing manufacturer shall, in respect of all articles of wearing apparel, other than ladies' millinery, boots, shoes, slippers or similar footwear, manufactured or processed by him on or after the 1st *July*, 1945, maintain, in either official language, the records of costs and selling prices specified in the Schedule hereto and comply with all the provisions of the said Schedule, *provided however that*—

(*a*) any such clothing manufacturer who, immediately prior to the date of this notice, maintained records which accurately set forth the cost of production and selling price of each article of wearing apparel or range of sizes of identical articles manufactured or processed by him and which were reconciled with his financial accounts, may, unless otherwise directed by me and subject to compliance with the provisions of paragraphs 2 and 3 hereof, continue to maintain such records and reconciliations in lieu of the records specified in the said Schedule; and

(*b*) any such clothing manufacturer who observes the provisions of paragraph (4) hereof, need not maintain the records of selling prices referred to in sub-paragraphs (vii), (viii), (ix), (x) and (xi) of sub-paragraph A of paragraph 16 and paragraphs 17 and 18 of Part VIII of the said Schedule;

(2) order every clothing manufacturer, who in terms of proviso (*a*) to paragraph (1) hereof intends to continue to maintain the costing and selling price records in use by him at the date of this notice, to notify me in writing by not later than the 1st July, 1945, at 115 Paul Kruger Street, Pretoria, of such intention;

(3) direct that every clothing manufacturer, who in terms of proviso (*a*) to paragraph (1) hereof continues to maintain the costing and selling price records in use by him at the date of this notice, shall from and after the 1st July, 1945, and notwithstanding his previous practice—

(*a*) save as is provided in sub-paragraph (*b*), include in respect of wages in his record of costs only those items of direct wages as are permissible in terms of the definition of "direct wages" contained in sub-paragraph (*h*) of paragraph 1 of Part I of the Schedule hereto;

(*b*) include, in respect of factory overhead expenses in his record of costs, only those items of factory overhead expenses as are specified in items (*a*) to (*j*) inclusive in Form 8 of the Schedule hereto;

(*c*) allocate the said items of factory overhead expenses in the manner specified in sub-paragraphs A and B of paragraph 15 of Part VII of the Schedule hereto;

(*d*) unless he keeps stock and consumed records in respect of trimmings, prepare within seven days after the end of each three monthly period or shorter period that may be desired, a trimmings cost reconciliation in a manner similar to that set out in Form 5 of the Schedule hereto;

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN HANDEL EN NYWERHEID.

✱ No. 930.] [1 Junie 1945.

PRYSBEHEER.

HOU VAN REGISTERS VAN KOSTE EN VERKOOPPRYSE DEUR KLERASIEFABRIKANTE.

Ek, FRANCIS ROBERT EMERY, Pryskontroleur, bepaal hierby ooreenkomstig regulasies 2 en 9 van Oorlogsmaatreël No. 95 van 1943, soos gewysig, vir die hele Unie, met uitsondering van die Mandaatgebied Suidwes-Afrika en die hawe en nedersetting Walvisbaai as volg:—

(1) Elke klerasiefabrikant moet ten opsigte van alle kledingstukke behalwe dameshoede, stewels, skoene, pantoffels of soortgelyke skoeisel wat deur hom op of na 1 Julie 1945 vervaardig of verwerk is, in een van die offisiële tale die registers van koste en verkooppryse hou wat in die Bylae hiervan vermeld is en al die bepalings van genoemde Bylae, nakom, *met dien verstande egter dat*—

(*a*) enige sodanige klerasiefabrikant wat onmiddellik voor die datum van hierdie kennisgewing registers gehou het wat die produksiekoste en verkoopprys van elke kledingstuk of verskillende groottes van dieselfde kledingstuk deur hom vervaardig of verwerk, aangee en met sy finansiële rekenings gerekonsilieer is, tensy ek anders beveel en onderworpe aan nakoming van die bepalings van paragrawe 2 en 3 hiervan kan voortgaan om die registers en rekonsiliasies te hou in die plek van die registers wat in genoemde Bylae vermeld is; en

(*b*) enige sodanige klerasiefabrikant wat die bepalings van paragraaf 4 hiervan nakom, nie die registers van verkoopprys in subparagrawe vii, viii, ix, x en xi van subparagraaf A van paragraaf 16 en paragrawe 17 en 18 van deel VIII van vermelde Bylae genoem, hoef te hou nie;

(2) elke klerasiefabrikant wat ooreenkomstig voorbehoudsbepaling (*a*) van paragraaf (1) hiervan voornemens is om voort te gaan met die hou van die registers van koste en verkoopprys wat op die datum van hierdie kennisgewing deur hom gehou word, moet my voor of op 1 Julie 1945 by Paul Krugerstraat 115, Pretoria, skriftelik van dié voorneme in kennis stel;

(3) elke klerasiefabrikant wat ooreenkomstig voorbehoudsbepaling (*a*) van paragraaf (1) hiervan voortgaan met die hou van die registers van koste en verkoopprys wat op die datum van hierdie kennisgewing deur hom gehou word, moet vanaf 1 Julie 1945 en ondanks sy vorige gebruik—

(*a*) behoudens die bepaling van subparagraaf (*b*), ten opsigte van lone alleen die regstreekse loonitems wat ooreenkomstig die omskrywing van „regstreekse lone" vervat in subparagraaf (*a*) van paragraaf (1) van deel I van die Bylae hiervan veroorloof is, by sy register van koste insluit;

(*b*) ten opsigte van indirekte fabrieksuitgawes alleen die items indirekte fabrieksuitgawes wat in items (*a*) tot en met (*j*) in Vorm 8 van die Bylae hiervan vermeld is, by sy register van koste insluit;

(*c*) genoemde items indirekte fabrieksuitgawes toewys op die manier wat in subparagrawe A en B van paragraaf 15 van deel VII van die Bylae hiervan aangegee is;

(*d*) tensy hy registers van voorrade en verbruikte voorrade ten opsigte van garneersels hou, binne sewe dae na die end van elke tydperk van drie maande of 'n korter tydperk indien dit verlang word; 'n rekonsiliasie van garneerselskoste opstel soos in Vorm 5 van die Bylae hiervan aangetoon;

(*e*) unless he allocates the total of his weekly or fortnightly direct wages referred to in sub-paragraph (*a*) hereof to cutting or production order numbers or to manufacturing processes and ascertains the direct wage cost of each such cutting order number or process in the manner set out in the preamble to Part VI of the Schedule hereto, prepare within seven days after the end of each three monthly period that coincides with a date upon which a pay roll has been made up or of such shorter period as may be desired, a wage cost reconciliation in a manner similar to that set out in Form 7 of the Schedule hereto; and

(*f*) mark all articles of wearing apparel manufactured by him in the manner provided in Part IX of the Schedule hereto;

(4) direct that every clothing manufacturer, who by virtue of proviso (*b*) to paragraph (1) hereof does not maintain the records of selling prices referred to in the said proviso, shall maintain his sales invoices and other sales records in such a manner that when called upon by the Price Controller in writing he shall be able to produce for any specified period an analysis of sales that, but for the said proviso, he would have had to maintain.

(5) prescribe that every clothing manufacturer (including any clothing manufacturer who, in terms of proviso (*a*) to paragraph (1) hereof, continues to maintain the records of costs and selling prices that were in use by him on the date of this notice) shall preserve the records which, in terms of this notice, he is required to maintain for a period of not less than three years from the date of sale or disposal of the articles of wearing apparel to which such records relate;

(6) order every clothing manufacturer, who in terms of the Schedule hereto or sub-paragraphs (*d*) and (*e*) of paragraph (3) hereof, is required to prepare any trimmings cost reconciliation and/or wage cost reconciliation, shall, within 21 days of the completion of any such trimmings or wage cost reconciliation, furnish me at 115 Paul Kruger Street, Pretoria, with a copy thereof;

(7) amend Government Notice No. 301 of the 25th February, 1944 (Maintenance of Records of Costs and Prices) by the insertion after paragraph (4) of the following new paragraph (4)*bis*:—

"(4)*bis*. As from 1st July, 1945, the provisions of this notice shall not apply to any clothing manufacturer who is required by Government Notice No. 930 of 1st June, 1945 (Maintenance of Records of Costs and Selling Prices by Clothing Manufacturers) to maintain and preserve records of costs and selling prices, save that every such clothing manufacturer who, in terms of paragraph (4) hereof, had prior to the 1st July, 1945, to preserve any records for the period set forth in the said paragraph (4) shall continue to preserve such records for such period;

(8) direct that as from the 1st July, 1945, every clothing manufacturer shall, in addition to the particulars that he is required to state on any invoice issuable by him in terms of Government Notice No. 531 of 31st March, 1944 (Issue of Invoices) in respect of the sale by him of any article of wearing apparel, further state on such invoice the cutting order number (as defined in the Schedule hereto) under which each such article of wearing apparel was manufactured;

(9) direct that for the purposes of this notice—

"articles of wearing apparel" mean any articles of clothing whatsoever which fall within any category of goods specified in the Schedule of Government Notice No. 2012 of 24th November, 1944 (Maximum Prices of Men's, Women's and Infants' Wearing Apparel), as amended;

"clothing manufacturer" means any person who carries on the business of a manufacturer of any article of wearing apparel (other than ladies' millinery, boots, shoes, slippers or similar footwear) at any premises which in terms of the Factories Machinery and Building Work Act, 1941, requires to be registered as a factory, but shall not include any bespoke tailor or dressmaker in respect of any article of wearing apparel made by such bespoke tailor or dressmaker to the order of a person who is not a dealer and for the personal use of such person;

"cost of production" means in relation to any article of wearing apparel or range of sizes of identical articles of wearing apparel manufactured or processed, the total of the following items—

(i) the cost to the clothing manufacturer of the materials (including trimmings) used in such production or processing based on the cost per unit of such materials determined in the same manner as is set out in sub-paragraph (*g*) of paragraph 1 of Part I of the Schedule hereto;

(ii) the amount of direct wages paid by the clothing manufacturer to factory operatives for the production or processing; and

(iii) the amount allocated by the clothing manufacturer for factory overhead expenses incurred in the production or processing.

F. R. EMERY,
Price Controller.

(*e*) tensy hy die totale bedrag van sy weeklikse of tweeweeklikse direkte lone in subparagraaf (*a*) hiervan genoem, aan sny- of produksie-opdragte of aan vervaardigingsprosesse toewys en die direkte loonkoste van elke sodanige sny-opdrag of proses vasstel soos in die inleiding van deel VI van die Bylae hiervan aangetoon binne sewe dae na die end van elke tydperk van drie maande wat saamval met 'n datum waarop 'n betaalstaat opgemaak is of van 'n korter tydperk indien dit verlang word, 'n rekonsiliasie van loonkoste opstel soos in Vorm 7 van die Bylae hiervan aangetoon; en

(*f*) alle kledingstukke wat deur hom vervaardig is op die manier wat in deel IX van die Bylae hiervan voorgeskryf is, merk;

(4) elke klerasiefabrikant wat kragtens voorbehoudsbepaling (*b*) van paragraaf (1) hiervan nie die registers van verkoopprys in genoemde voorbehoudsbepaling vermeld hou nie, moet sy verkoopfakture en ander verkoopregisters op so'n manier hou dat wanneer hy deur die pryskontroleur skriftelik daarom versoek word, hy in staat sal wees om vir enige bepaalde tydperk 'n ontleding van verkope te verstrek wat hy sou moes bygehou het indien hy nie deur genoemde voorbehoudsbepaling daarvan vrygestel is nie;

(5) elke klerasiefabrikant [met inbegrip van 'n klerasiefabrikant wat ooreenkomstig voorbehoudsbepaling (*a*) van paragraaf (1) hiervan voortgaan om registers van koste en verkoopprys te hou wat op die datum van hierdie kennisgewing deur hom gehou word] moet die registers wat hy ooreenkomstig hierdie kennisgewing moet hou vir 'n tydperk van minstens drie jaar vanaf die datum van die verkoop of vervreemding van die kledingstukke waarop die registers betrekking het, bewaar;

(6) elke klerasiefabrikant wat ooreenkomstig die Bylae hiervan of subparagrawe (*d*) en (*e*) van paragraaf (3) hiervan 'n rekonsiliasie van garneerselskoste en/of 'n rekonsiliasie van loonkoste moet opstel, moet binne 21 dae na die voltooiing van die rekonsiliasie van garneersels- of loonkoste 'n afskrif daarvan aan my te Paul Krugerstraat 115, Pretoria, verstrek;

(7) Goewermentskennisgewing No. 301 van 25 Februarie 1944 (Hou van registers van koste en pryse) word hierby gewysig deur die volgende nuwe paragraaf (4)*bis* na paragraaf (4) in te voeg:—

(4)*bis*. Vanaf 1 Julie 1945 is die bepalings van hierdie kennisgewing nie van toepassing op 'n klerasiefabrikant wat ingevolge Goewermentskennisgewing No. 930 van 1 Junie 1945 (Hou van registers van koste en verkoopprys deur klerasiefabrikante) registers van koste en verkoopprys moet hou nie behalwe dat elke sodanige klerasiefabrikant wat ooreenkomstig paragraaf (4) hiervan voor 1 Julie 1945 registers moes bewaar vir die tydperk wat in genoemde paragraaf (4) bepaal is, dié registers vir dié tydperk moet bly bewaar;

(8) vanaf 1 Julie 1945 moet elke klerasiefabrikant benewens die besonderhede wat hy op 'n faktuur moet vermeld wat hy ooreenkomstig Goewermentskennisgewing No. 531 van 31 Maart 1944 (Uitreiking van fakture) kan uitreik ten opsigte van die verkoop van 'n kledingstuk deur hom, verder op die faktuur die nommer van die sny-opdrag (soos omskryf in die Bylae hiervan) waarvolgens elke sodanige kledingstuk vervaardig is, vermeld;

(9) vir doeleindes van hierdie kennisgewing beteken—

„kledingstukke", enige kledingstukke van watter aard ookal wat binne enige kategorie goedere val wat in die Bylae van Goewermentskennisgewing No. 2012 van 24 November 1944 (Maksimum pryse van mans-, dames- en kinderklere), soos gewysig, vermeld is;

„klerasiefabrikant", iemand wat die besigheid van 'n vervaardiger van enige kledingstuk (behalwe dameshoede, stewels, skoene, pantoffels of soortgelyke skoeisel) dryf op enige perseel wat ooreenkomstig die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, as 'n fabriek geregistreer moet wees, maar nie ook enige op-maat-kleremaker of -modemaakster ten opsigte van 'n kledingstuk wat deur dié op-maat-kleremaker of -modemaakster in opdrag van 'n persoon wat nie 'n handelaar is nie en vir die persoonlike gebruik van dié persoon gemaak is;

„produksiekoste", met betrekking tot enige kledingstuk of verskillende groottes van dieselfde kledingstukke wat vervaardig of verwerk is, die totaal van die volgende items:—

(i) Die koste van die materiaal (insluitende garneersels) wat by die vervaardiging of verwerking gebruik is vir die klerasiefabrikant, gebaseer op die koste per eenheid van die materiaal vasgestel soos in subparagraaf (*g*) van paragraaf (1) van deel I van die Bylae hiervan aangetoon;

(ii) die bedrag aan direkte lone wat deur die klerasiefabrikant aan fabrieks werkers vir die vervaardiging of verwerking betaal; en

(iii) die bedrag deur die klerasiefabrikant toegewys vir indirekte fabrieksuitgawe wat met die vervaardiging of verwerking opgeloop is.

F. R. EMERY,
Pryskontroleur.

SCHEDULE.

Subject to the provisos of paragraph (1) of this Notice, the minimum records of costs and selling prices to be instituted and maintained and the method by which unit costs are to be ascertained are set out hereunder.

PART I.—DEFINITIONS AND INTERPRETATIONS.

1. Wherever for the purposes of this Schedule—

(*a*) reference is made to a "cutting order" this shall mean the cutting or production order or any other term by which the order to commence production of wearing apparel according to specifications contained in such order is known, and each such cutting order shall bear a separate number referred to herein as the "*cutting order number*" and no such number shall be used more than once or for the purpose of identifying the cutting order for articles of wearing apparel that are different in specifications as to style or type or as to class and basic quality of materials used;

(*b*) reference is made to any numbered "form hereto", that reference refers to the *form* of that number appearing at the end of this Schedule but the entries of data therein are inserted for illustration purpose only;

(*c*) it is required that any "record shall be maintained in a manner similar to that set out in" any form hereto or any "reconciliation shall be prepared in a manner similar to that set out in" any form a *record* or *reconciliation* statement shall be prepared and kept in accordance with the relevant form appearing at the end of this Schedule and there shall be clearly, legibly and correctly recorded therein, in such manner and at such time as may be indicated in this Schedule and/or from time to time, or, if no time is indicated not less frequently than once per month, all the entries and data called for by the items contained in such form and the relevant provisions of this Schedule;

(*d*) reference is made to the "record of costs and selling prices" such reference is to the record of costs, selling prices and stocks, being Form 9 hereto;

(*e*) as "estimate" has to be made, such *estimate* shall, at the time of or prior to the commencement of the production of the garment concerned, be carefully computed by a responsible person able and competent to make such estimate;

(*f*) "the number of units" or "the cost per unit" is required to be recorded, *the unit* must be specified, e.g. yards, dozens, gross, etc., as the case may be;

(*g*) "the cost per unit" of any materials or trimmings is required to be recorded, such *cost* shall, notwithstanding the reference to manufacturer's cost contained in paragraph (3) of the Schedule to Government Notice No. 1687 of 10th September, 1943 (Determination of Costs), be determined as follows:—

(i) In respect of materials or trimmings imported by the manufacturer, in accordance with paragraphs (1) and (2) (importer's costs) of the Schedule to the said Government Notice;

(ii) in respect of materials or trimmings purchased but not imported by the manufacturer, in accordance with paragraph (4) (dealer's costs) of the Schedule to the said Government Notice; and

(iii) in respect of materials or trimmings acquired by the manufacturer, in any way other than importation or purchase, in accordance with paragraph (5) (costs to trustees, heirs, etc.) of the Schedule to the said Government Notice;

provided however, that the cost per unit of any materials or trimmings determined as aforesaid may be averaged in the manner provided in and subject to the conditions of Government Notice No. 1688 of 10th September, 1943 (averaging of costs), with the cost per unit similarly determined of any like materials or like trimmings and such average cost per unit may be recorded as the *cost* per unit of all the materials or trimmings so averaged;

(*h*) reference is made to "direct wages" such reference shall only relate to wages paid to factory operatives directly engaged in the production of the relevant garments and itemised in the wage book or record kept for the purposes of the regulations in force under Industrial Conciliation Act, 1937, or the Wage Act, 1937, as amended, but shall exclude—

(i) all wages included as factory overhead expenses in terms of paragraph 15 of Part VII of this Schedule; and

(ii) unless the prior written permission of the Price Controller has been obtained, that portion of any wage paid or payable to any employee, director, proprietor or partner that is in excess of a wage (inclusive of cost of living allowance, holiday and leave pay) at the rate of £1,200 per annum;

(*i*) reference is made to "materials", *materials* include trimmings for which the manufacturer maintains stock and consumed records; and

(*j*) reference is made to "trimmings" in paragraphs 8, 9, 10 and 11 of Part V hereof, *trimmings* do not include any trimmings for which the manufacturer maintains stock and consumed records.

BYLAE.

Die minimum registers van koste en verkoopprys wat behoudens die voorbehoudbepalings van paragraaf (1) van hierdie kennisgewing aangelê en gehou moet word en die metode waarvolgens die eenheidskoste vasgestel moet word, word hieronder uiteengesit.

DEEL I.—OMSKRYWINGS EN VERTOLKINGS.

1. Wanneer vir doeleindes van hierdie Bylae—

(*a*) na 'n „sny-opdrag" verwys word, beteken dit die sny- of produksie-opdrag of enige ander uitdrukking waarby die opdrag om 'n aanvang te maak met die vervaardiging van kledingstukke volgens die spesifikasies in die opdrag vervat bekend is, en elke sodanige sny-opdrag moet 'n afsonderlike nommer dra hierin die „*snyopdragnommer*" genoem en so'n nommer moet nie meer as eenmaal gebruik word of gebruik word om die sny-opdrag aan te wys vir kledingstukke wat verskil wat betref spesifikasies aangaande die soort of tipe of die klas en basiese kwaliteit van die materiaal wat gebruik is nie;

(*b*) na enige genommerde „; vorm hiervan" verwys word, het die verwysing betrekking op die *vorm* met dié nommer wat aan die einde van hierdie Bylae voorkom, maar die gegewens wat daarop aangegee is, dien slegs as 'n voorbeeld;

(*c*) vereis word dat 'n „register gehou moet word soos aangetoon in" enige vorm hiervan of 'n „rekonsiliasie opgestel moet word soos aangetoon in" enige vorm, moet 'n *register* of *rekorsiliasiestaat* opgestel en gehou word in ooreenstemming met die betrokke vorm wat aan die einde van hierdie Bylae voorkom en daarop moet al die gegewens wat deur die items in dié vorm vervat en die betrokke bepalings van hierdie Bylae vereis word in duidelike en leesbare vorm op die manier en tyd wat in hierdie Bylae aangegee word en/of van tyd tot tyd of, indien geen tyd aangegee word nie, minstens eenmaal per maand, noukeurig aangegee word;

(*d*) na die „Register van Koste en Verkoopprys" verwys word, het die verwysing betrekking op die register van koste, verkoopprys en voorrade, d.w.s. vorm 9 hiervan;

(*e*) 'n „raming" gemaak moet word, moet dié *raming* voor of wanneer met die vervaardiging van die betrokke kledingstuk 'n aanvang gemaak word noukeurig bereken word deur 'n verantwoordelike persoon wat in staat en bevoeg is om die raming te maak;

(*f*) „die getal eenhede" of „die koste per eenheid" aangegee moet word, moet *die eenheid* vermeld word, bv: jaarts, dosyne, gros, ens., na gelang van die geval;

(*g*) „die koste per eenheid" van materiaal of garneersels aangegee moet word, moet die *koste* ondanks die verwysing na Kospryse van Vervaardiger in paragraaf (3) van die Bylae van Goewermentskennisgewing No. 1687 van 10 September 1943 (Vasstelling van kospryse) as volg vasgestel word:—

(i) Ten opsigte van materiaal of garneersel wat deur die fabrikant ingevoer is, ooreenkomstig paragrawe (1) en (2) (Kospryse van Invoerder) van die Bylae van genoemde Goewermentskennisgewing;

(ii) ten opsigte van materiaal of garneersels wat deur die fabrikant gekoop maar nie ingevoer is nie, ooreenkomstig paragraaf (4) (Kospryse van Handelaar) van die Bylae van genoemde Goewermentskennisgewing; en

(iii) ten opsigte van materiaal of garneersels wat deur die fabrikant op 'n ander manier as deur invoer of aankoop verkry is, ooreenkomstig paragraaf (5) (Kospryse van Trustees, Erfgename, ens.) van die Bylae van genoemde Goewermentskennisgewing;

met dien verstande egter dat die gemiddelde van die koste per eenheid van enige materiaal of garneersels soos voornoem vasgestel en van die koste per eenheid van enige soortgelyke materiaal of garneersels op dieselfde manier vasgestel, op die wyse wat voorgeskryf is in en onderworpe aan die voorwaardes van Goewermentskennisgewing No. 1688 van 10 September 1943 (Berekening van Gemiddelde van Koste) bereken kan word en dié gemiddelde koste per eenheid as die *koste* per eenheid van al die materiaal of garneersels waarvan die gemiddelde aldus bereken is, aangegee kan word;

(*h*) na „direkte lone" verwys word, het dié verwysing net betrekking op lone wat betaal is aan fabriekswerkers wat regstreeks betrokke is in die vervaardiging van die betrokke kledingstukke en wat aangegee is in die Loonboek of -register wat gehou word vir doeleindes van die regulasies wat van krag is ingevolge die Nywerheidversoeningswet, 1937, of die Loonwet, 1937, soos gewysig, maar dit sluit die volgende uit:

(i) alle lone wat ooreenkomstig paragraaf 15 van Deel VII van hierdie Bylae as indirekte fabrieksuitgawes ingesluit is en

(ii) tensy die skriftelike toestemming van die Pryskontroleur vooraf verkry is, dié gedeelte van enige loon met inbegrip van lewenskostetoelae, vakansie- en verlofbetaling wat aan 'n werknemer, direkteur, eienaar of vennoot betaal of betaalbaar is bo £1,200 per jaar;

(*i*) na „materiaal" verwys word, *materiaal* garneersels insluit waarvoor die fabrikant registers van voorrade en verbruikte voorrade hou; en

(*j*) in paragrawe 8, 9, 10 en 11 van Deel V hiervan na „garneersels" verwys word, *garneersels* nie enige garneersels insluit waarvoor die fabrikant registers van voorrade en verbruikte voorrade hou nie.

PART II.—FINANCIAL RECORDS.

2. In the manufacturer's financial books or records there shall be recorded separately—

(i) the purchase cost [see sub-paragraph 4 A (ii) (*d*) of Part IV hereof] of all materials recorded in the materials stock record;

(ii) the purchase cost [on the basis specified in sub-paragraph 4 A (ii) (*d*) of Part IV hereof] of all trimmings (other than trimmings included in materials stock record); and

(iii) the purchase cost [on the basis specified in sub-paragraph 4 A (ii) (*d*) of Part IV hereof] of all purchases of consumable stores included under the heading Factory Overhead Expenses in terms of paragraph 15 of Part VII hereof (see Form 8).

PART III—PRODUCTION REGISTER.

3. *Production Register* (*Form* 1).—A register of cutting orders, to be known as a production register shall be maintained in a manner similar to that set out in Form 1 hereto in which there shall be recorded, *inter alia*, on a separate page for each cutting order, the following information:—

(i) Dates—

(*a*) of cutting order;

(*b*) of issues from cutting room;

(*c*) when count taken at the end of the wage reconciliation period of garments cut but not yet issued from cutting room;

(*d*) of garments finished.

(ii) Number of cutting order.

(iii) Description and style of garment.

(iv) *Quantities under sizes and in totals—

(*a*) of issues from cutting room; and

(*b*) of number of garments cut but not issued, at the end of each wage reconciliation period.

(v) *The quantity, under sizes and in totals, of garments finished. (Where all the garments under a cutting order are not finished at the end of any wage reconciliation period, the entry under this item must be the quantity, under sizes and in totals, of garments finished up to and including the last day of such wage reconciliation period.)

(vi) *The quantity of each size and total quantity of garments in process at close of day on date to which each three monthly wage reconciliation is made up, being the difference between—

(*a*) the total quantity of each size and the total quantity of all such garments cut during the period; and

(*b*) the total quantity of each size and the total quantity of all such garments finished during the period.

*NOTE.—Quantities of sizes need not be recorded for the purposes of paragraphs (iv), (v) and (vi) unless different selling prices are charged for the different sizes of the same garment.

PART IV—MATERIALS.

4. *Materials Stock Record* (*Other than Trimmings*) (*Form* 2).—A materials stock record shall be maintained in a manner similar to that set out in Form 2 hereto in which there shall be recorded on a separate card or sheet for each type of material and for each purchase or other acquisition of each such type, *inter alia*, the following information under a full description of the type of material:—

A. *Receipts into Stock.*

(i) *Stock on Hand:*

The *stock on hand* at the date of the commencement of the first costing period to which this notice relates showing the reference to documents of acquisition (e.g. purchase) or the folio on which such acquisition is recorded in the financial books, the *number* of units, the *cost* per unit and the *total cost value*.

(ii) *Purchases and Acquisitions:*

(*a*) The *date* on which the material is received into stock during the costing period.

(*b*) The *reference* to all the documents of acquisition (e.g. purchase) or the *folio* on which such purchase is recorded in the financial books.

(*c*) The *number* of units purchased.

(*d*) The *total purchase cost* as entered in the financial records in the purchases account and as permissible in terms of Government Notice No. 1687 of 10th September, 1945.

(*e*) The *total of such items of cost* (e.g. railage, customs, etc.), as are permissible in terms of Government Notice No. 1687 of the 10th September, 1943, and have not been included under sub-paragraph (*d*) hereof.

(*f*) The *total cost* of the purchase, being the sum of the amounts under sub-paragraphs (*d*) and (*e*) hereof.

(*g*) The *cost* per unit, ascertained by reference to sub-paragraphs (*c*) and (*f*) hereof.

DEEL II.—FINANSIËLE REGISTERS.

2. Die volgende moet in die fabrikant se finansiële boeke of registers afsonderlik aangegee word:—

(i) Die aankoopkoste [kyk subparagraaf 4A (ii) (*d*) van Deel IV hiervan] van alle materiaal wat in die Register van die Materiaalvoorraad aangegee is;

(ii) die aankoopkoste [op die grondslag in subparagraaf 4A (ii) (*d*) van Deel IV hiervan vermeld] van alle garneersels (behalwe garneersels wat by die Register van Materiaalvoorraad ingesluit is); en

(iii) die aankoopkoste [op die grondslag in paragraaf 4A (ii) (*d*) van Deel IV hiervan vermeld] van alle aankope van verbruikbare voorrade wat onder die hoof Indirekte Fabrieksuitgawes ooreenkomstig paragraaf 15 van Deel VII hiervan (kyk Vorm 8) ingesluit is.

DEEL III.—PRODUKSIEREGISTER.

3. *Produksieregister* (*Vorm* 1).—'n Register van snyopdragte wat as 'n Produksieregister bekend sal staan, moet gehou word soos in Vorm 1 hiervan aangetoon waarin, *onderander*, onderstaande inligting op 'n afsonderlike bladsy vir elke sny-opdrag opgeteken moet word:—

(i) Datums—

(*a*) van sny-opdrag;

(*b*) van uitreikings uit snykamer;

(*c*) van telling, aan die einde van die loonrekonsiliasietydperk, van kledingstukke wat gesny maar nog nie uit die snykamer uitgereik is nie;

(*d*) waarop kledingstukke klaargemaak is.

(ii) Nommer van sny-opdrag.

(iii) Beskrywing van en tipe kledingstuk.

(iv) *Hoeveelhede, volgens groottes en in totale—

(*a*) van uitreikings uit snykamer, en

(*b*) van aantal kledingstukke wat gesny maar nog nie uitgereik is nie, aan die einde van elke loonrekonsiliasietydperk.

(v) *Die hoeveelheid, volgens groottes en in totale, van klaargemaakte kledingstukke. (As al die kledingstukke kragtens 'n sny-opdrag nog nie aan die einde van 'n loonrekonsiliasietydperk klaargemaak is nie, moet die inskrywing onder hierdie item die hoeveelheid, volgens groottes en in totale, kledingstukke wat tot en met die laaste dag van dié loonrekonsiliasietydperk klaargemaak is, aantoon).

(vi) *Die hoeveelheid van elke grootte en totale hoeveelheid kledingstukke nog in die verwerkingsproses aan die einde van die dag op die datum tot wanneer elke driemaandelikse loonrekonsiliasie opgestel word, naamlik die verskil tussen—

(*a*) die totale hoeveelheid van elke grootte en die totale hoeveelheid van al hierdie kledingstukke wat gedurende die tydperk gesny is; en

(*b*) die totale hoeveelheid van elke grootte en die totale hoeveelheid van al hierdie kledingstukke wat gedurende die tydperk klaargemaak is.

*OPMERKING.—Hoeveelhede van groottes hoef nie vir doeleindes van paragrawe (iv), (v) en (vi) aangegee te word nie tensy verskillende verkooppryse vir die verskillende groottes van dieselfde kledingstuk gevra word.

DEEL IV.—MATERIAAL.

4. *Register van Materiaalvoorraad* (*behalwe Garneersels*) (*Vorm* 2).—'n Register van materiaalvoorraad moet gehou word soos in Vorm 2 hiervan aangetoon waarin daar op 'n afsonderlike kaart of vel vir elke tipe materiaal en vir elke aankoop of ander verkryging van elkeen van hierdie tipes, *onder ander* onderstaande inligting onder 'n volledigde beskrywing van die tipe materiaal opgeteken moet word:—

A. *In voorraad ontvang.*

(i) *Voorraad voorhande:*

Die *voorraad voorhande* op die datum van die begin van die eerste kosteberekeningstydperk waarop hierdie kennisgewing betrekking het, met vermelding van die verwysing na verkrygingsdokumente (bv. van aankoop) of die folio waarop die verkryging opgeteken is in die finansiële boeke, die *aantal* eenhede, die *koste* per eenheid en die *totale kosprys*.

(ii) *Aankope en verkrygings:*

(*a*) Die *datum* waarop die materiaal gedurende die kosteberekeningstydperk in voorraad ontvang word.

(*b*) Die *verwysing* na al die verkrygingsdokumente (bv. van aankoop) *of* die *folio* waarop die aankoop in die finansiële boeke opgeteken word.

(*c*) Die *aantal* eenhede wat aangekoop is.

(*d*) Die *totale aankoopkoste* soos opgeteken in die finansiële registers in die aankoperekening en soos veroorloof ooreenkomstig Goewermentskennisgewing No. 1687 van 10 September 1943.

(*e*) Die *totaal van die koste-items* (bv. spoorvrag, doeane, ens.) wat ooreenkomstig Goewermentskennisgewing No. 1687 van 10 September 1943 veroorloof word maar nie onder subparagraaf (*d*) hiervan ingesluit is nie.

(*f*) Die *totale koste* van die aankoop, naamlik die totale van die bedrae onder subparagrawe (*d*) en (*e*) hiervan.

(*g*) Die *koste* per eenheid, vasgestel deur verwysing na subparagrawe (*c*) en (*f*) hiervan.

(iii) *Returns to Stock:*

In respect of any material received back into stock from previous issues to production, the *date* on which such material was received back into stock, the *cutting order number* for which it was originally issued, the number of units returned to stock, the cost per unit at which originally issued and the *total cost value* of the returns to stock.

B. *Issues from Stock for Production, Sales or Other Disposal.*

(i) The *date* of issue, sale or other disposal.

(ii) If issued to production, the *cutting order number* for which it is issued.

(iii) The *number* of units issued, sold or otherwise disposed of.

(iv) The *total cost value* of the issue ascertained by reference to (iii) hereof and the cost per unit as recorded. Provided however that where the material is not issued to production but is otherwise disposed of, the information required under sub-paragraphs (i), (iii) and (iv) hereof shall be recorded together with the following information:—

(v) *If sold*—

(*a*) the *full name* and *address* of the person to whom sold and

(*b*) the *sales invoice number;* or

(vi) *if not sold, the method of disposal.*

C. *Balances:*

The record of receipts and issues shall be so maintained that it shall be possible, at all times, to determine immediately the book quantity and value of the materials in stock. Not less frequently than once during every consecutive six monthly period the balance of each item in the materials stock record shall be recorded and reconciled with a physical stock-taking inventory.

5. *Materials Cost Estimate.*—An estimate of the quantity required and the cost of materials for one specimen garment of each cutting order, or, if the different sizes to be produced under any cutting order are to have different selling prices, an estimate of the quantity required and the cost of materials for one specimen garment of each size to be produced under such cutting order, shall be made and recorded in the Record of Costs and Selling Prices (Form 9) in the manner provided in paragraph 16 A (v) (*a*) and (*b*) of Part VIII hereof.

6. *Materials Consumed Record* (*Form* 3).

A. A materials consumed record for each cutting order shall be maintained in a manner similar to that set out in Form 3 hereto, in which there shall be recorded, *inter alia*, the following information:—

(i) The *description* and *sizes* of the garments.

(ii) The *cutting order number.*

(iii) The *description* of such material.

(iv) The *dates* on which the cutting of the garments was commenced and completed.

(v) The *date of issue* of the material to production, or if issues for any month are summarized and recorded at the end of the month, the month of such issues.

(vi) The *reference* to the material stock record.

(vii) The *number of units* issued.

(viii) The *cost per such unit.*

(ix) The *total cost value* of the issue, determined by reference to (vii) and (viii) hereof.

(x) If returned to stock, the *date* of return, material stock record *reference*, *number* of units returned, *cost* per such unit, and the *total cost* value of the material returned.

N.B.—All entries under this item shall be recorded in a colour different from that used for the other entries.

(xi) The *dates* on which the cutting of each batch was completed.

(xii) The *quantity* of the garments cut in each batch and the *total quantity* of garments cut under the cutting order.

(xiii) The *number* of units of material used per garment, ascertained by dividing the number of garments into the quantity of the material used.

(xiv) The actual *cost* of materials per garment, ascertained by dividing the number of garments cut into the total cost of the material used.

(xv) The percentage by which the estimated cost of materials per garment [i.e. such estimated cost of materials per garment as is recorded in the record of costs and selling prices in terms of paragraph 16 A (v) (*b*) of Part VIII hereof] exceeds or is less than such actual cost of materials per garment, calculated by multiplying the difference between such estimated

(iii) *Voorraadopgawes:*

Ten opsigte van materiaal wat uit vorige uitreikings aan produksie in voorraad terugontvang is, die *datum* waarop hierdie materiaal in voorraad terugontvang is, die *nommer van die sny-opdrag* waarvoor dit oorspronklik uitgereik is, die aantal eenhede na voorraad teruggestuur, die *koste* per eenheid waartoe dit oorspronklik uitgereik is en die *totale kosprys* van terugsendings na voorraad.

B. *Uitreikings uit voorraad vir produksie, verkope of ander vervreemding.*

(i) Die datum van uitreiking, verkoop of ander vervreemding.

(ii) As dit aan produksie uitgereik word, die nommer van die sny-opdrag waarvoor dit uitgereik word.

(iii) Die *aantal* eenhede wat uitgereik, verkoop of andersins vervreem is.

(iv) Die *totale kosprys* van die uitreiking, vasgestel deur verwysing na (iii) hiervan en die koste per eenheid soos opgeteken;

met dien verstande dat as die materiaal nie aan produksie uitgereik word nie maar andersins vervreem word, die inligting ingevolge subparagrawe (i), (iii) en (iv) hiervan verlang saam met onderstaande inligting opgeteken moet word.

(v) *Indien verkoop*—

(*a*) die *volle naam* en *adres* van die persoon aan wie dit verkoop is; en

(*b*) die *nommer van die verkoopsfaktuur;* of

(vi) *indien nie verkoop nie, die metode van vervreemding.*

C. *Balanse.*—Die register van ontvangste en uitreikings moet op so'n wyse gehou word dat dit te alle tye moontlik is om onmiddellik die boekhoeveelheid en -waarde van die voorradige materiaal vas te stel. Minstens eenmaal gedurende elke opeenvolgendetydperk van ses maande moet die balans van elke item in die register van materiaalvoorraad opgeteken en met 'n materiële voorraadopname-inventaris gerekonsilieer word.

5. *Raming van koste van materiaal.*—'n Raming van die vereiste hoeveelheid en die koste van die materiaal vir een monsterkledingstuk van elke sny-opdrag, of, as daar vir die verskillende groottes wat kragtens 'n sny-opdrag vervaardig sal word verskillende verkooppryse gevra sal word, 'n raming van die vereiste hoeveelheid en die koste van die materiaal vir een monsterkledingstuk van elke grootte wat kragtens sodanige sny-opdrag vervaardig sal word, moet gemaak en in die Register van Koste en Verkooppryse (Vorm 9) opgeteken word soos in paragraaf 16 A (v) (*a*) en (*b*) van deel VIII hiervan bepaal.

6. *Register van Verbruikte Materiaal* (*Vorm* 3).

A. 'n Register van verbruikte materiaal vir elke sny-opdrag moet gehou word soos in Vorm 3 hiervan aangetoon waarin daar *onder ander* onderstaande inligting opgeteken moet word:—

(i) Die *beskrywing* en *groottes* van die kledingstukke.

(ii) Die *nommer van die sny-opdrag.*

(iii) Die *beskrywing* van sodanige materiaal.

(iv) Die *datums* waarop die sny van die kledingstukke begin en voltooi is.

(v) Die *datum van uitreiking* van die materiaal aan produksie, of, as uitreikings ten opsigte enige maand aan die einde van die maand saamgevat en opgeteken word, die maand van hierdie uitreikings.

(vi) Die *verwysing* na die register van materiaalvoorraad.

(vii) Die *aantal eenhede* wat uitgereik is.

(viii) Die *koste per sodanige eenheid.*

(ix) Die *totale kosprys* van die uitreiking, vasgestel deur verwysing na (vii) en (viii) hiervan.

(x) Indien teruggestuur na voorraad, die *datum* van terugsending, die register van materiaalvoorraad se *verwysing*, *aantal* eenhede teruggestuur, *koste* per sodanige eenheid, en die *totale kosprys* van die teruggestuurde materiaal.

LET WEL.—Alle inskrywings onder hierdie item moet opgeteken word in 'n kleur wat verskil van dié wat vir die ander inskrywings gebruik is.

(xi) Die *datums* waarop die sny van elke klomp voltooi is.

(xii) Die *hoeveelheid* van die kledingstukke in elke klomp gesny en die *totale hoeveelheid* van die kledingstukke kragtens die sny-opdrag gesny.

(xiii) Die *aantal* eenhede materiaal wat per kledingstuk gebruik is, vasgestel deur die hoeveelheid van die gebruikte materiaal te verdeel deur die aantal kledingstukke.

(xiv) Die werklike *koste* van materiaal per kledingstuk, vasgestel deur die totale koste van die gebruikte materiaal te verdeel deur die aantal kledingstukke wat gesny is.

(xv) Die persentasie wat die geraamde koste van materiaal per kledingstuk [d.w.s. die geraamde koste van materiaal per kledingstuk soos opgeteken in die Register van Koste en Verkooppryse ooreenkomstig paragraaf 16 A (v) (*b*) van deel VIII hiervan] hoër of laer is as sodanige werklike koste van materiaal per kledingstuk, bereken deur die verskil tussen hierdie geraamde en hierdie werklike koste met 100 te ver-

and such actual cost by one hundred and dividing the result thereof by such actual cost. Where the estimated cost exceeds the actual cost such percentage shall be recorded under the heading "Excess" and where it is less such percentage shall be recorded under the heading "Deficit".

B. If, at the time when the reconciliations referred to in paragraph 9 of Part V hereof (Form 5) and paragraph 13 of Part VI hereof (Form 7) have to be prepared, there is unsold any finished garment or any garment that has been cut but not yet finished, the actual cost of material per garment as inserted in terms of sub-paragraph A (xiv) hereof in the Materials Consumed Record (Form 3) shall also be inserted in the Record of Costs and Selling Prices (Form 9) opposite the item "material" in the section headed "Costs and other data as ascertained from Records".

C. Wherever in terms of sub-paragraph B hereof the actual cost of materials per garment has to be inserted in the record of costs and selling prices, the percentage excess or deficit referred to in sub-paragraph A (xv) hereof shall be inserted in the said record opposite the item "materials" in the column headed "Adjustments". Any percentage excess shall be prefixed by the sign "+" and any percentage deficit by the sign "—".

7. *Reconciliation of materials purchased with entries in the Materials Stock Record* (*Form* 4).

A. At the end of each month a materials purchased reconciliation shall be prepared in a manner similar to that set out in Form 4 hereto, showing the total purchases for each month as recorded in the financial purchases book or record and analysing each purchase of material recorded in the materials stock record under the following headings:—

(i) Date material received into stock.
(ii) Description of material.
(iii) The folio reference to the materials stock record.
(iv) The purchase cost. [See paragraph 4 A (ii) (*d*).]
(v) The other permissible charges (e.g. railage, customs, etc.).
(vi) The total of the amounts shown in (iv) and (v) hereof.

B. The total amount of the purchase costs [see sub-paragraph A (iv) hereof] each month shall be reconciled in Form 4 with the total purchases of materials, as revealed in the financial books or records for the month.

PART V.—TRIMMINGS.

The provisions of this part shall not apply to those trimmings which the manufacturer includes in the records referred to in Part IV hereof. (See definition of "materials" and "trimmings" contained in Part 1 hereof).

8. *Trimmings Cost Estimate.*—An estimate of the cost of trimmings for one specimen garment of each cutting order shall be made and recorded in the Record of Costs and Selling Prices (Form 9) in the manner provided in paragraph 16 A (v) (*c*) of Part VIII hereof.

9. *Trimmings Cost Reconciliation* (*Form* 5).—Within seven days after the end of each three monthly period or such shorter period as may be desired, a trimmings cost reconciliation shall be prepared in a manner similar to that set out in Form 5 hereto, in which there shall be recorded, *inter alia*, the following information:—

(i) The *period* to which reconciliation refers.
(ii) A *description* of the garments produced during the period.
(iii) The *cutting order numbers* for such garments.
(iv) The *quantity* of garments produced per cutting order.
(v) The *cost* of trimmings per garment as inserted under "Estimates" in the Record of Costs and Selling Prices (Form 9);
(vi) The total cost recovered in respect of trimmings, ascertained by multiplying the number of garments produced by the estimated cost of trimmings per garment inserted under "Estimates" in the Record of Costs and Selling Prices (Form 9) or, if the estimate has been previously reconciled in terms of sub-paragraph B of paragraph 9, by the last reconciled figure.
(vii) *The assumed cost* of trimmings used, ascertained from the trimmings stock reconciliation referred to in paragraph 10 hereof (item 4 in Form 6).
(viii) *The excess* of the total cost recovered in respect of trimmings [sub-paragraph (vi) hereof] over the assumed cost of trimmings used [sub-paragraph (vii) hereof] *or*, if the total cost recovered in respect of trimmings is less than the assumed cost of trimmings used, the *deficit*. Any excess shall be recorded under the heading "Over Recovery" and any deficit under the heading "Under Recovery".

menigvuldig en die resultaat daarvan deur sodanige werklike koste te verdeel. As die geraamde koste hoër as die werklike koste is, moet dié persentasie onder die opskrif „Oorskryding", en as dit laer is, moet die persentasie onder die opskrif „Tekort" opgeteken word:

B. As daar op die tydstip wanneer die rekonsiliasies vermeld in paragraaf 9 van deel V hiervan (Vorm 5) en paragraaf 13 van deel VI hiervan (Vorm 7) opgestel moet word, 'n klaargemaakte kledingstuk onverkoopbly of 'n kledingstuk is wat gesny maar nog nie klaargemaak is nie, moet die werklike koste van materiaal per kledingstuk soos ooreenkomstig subparagraaf A (xiv) hiervan in die Register van Verbruikte Materiaal (Vorm 3) opgeteken, ook in die Register van Koste en Verkoopryse (Vorm 9) opgeteken word teenoor die item „materiaal" in die afdeling met die opskrif „Koste en ander gegewens volgens die registers".

C. Wanneer die werklike koste van materiaal per kledingstuk ooreenkomstig subparagraaf B hiervan in die register van koste en verkoopryse opgeteken moet word, moet die persentasie „oorskryding" of „tekort" in subparagraaf A (xv) hiervan vermeld, in vermelde register opgeteken word teenoor die item „materiaal" in die kolom met die opskrif „Verrekenings". 'n Persentasie oorskryding moet voorafgegaan word deur die teken „+" en 'n presentasie tekort deur die teken „—".

7. *Konsiliasie van aangekoopte materiaal met inskrywings in die Register van Materiaalvoorraad* (*Vorm* 4).

A. Aan die einde van elke maand moet 'n rekonsiliasie van aangekoopte materiaal opgestel word soos in Vorm 4 hiervan aangetoon, met vermelding van die totale aankope vir elke maand soos opgeteken in die finansiële aankopeboek of -register en met 'n ontleding van elke aankoop van materiaal opgeteken in die register van materiaalvoorraad onder onderstaande hoofde:—

(i) Datum waarop materiaal in voorraad ontvang is.
(ii) Beskrywing van materiaal.
(iii) Die folio-verwysing na die register van materiaalvoorraad.
(iv) Die aankoopkoste. [Kyk paragraaf 4 A (ii) (*d*).]
(v) Die ander toelaatbare koste (bv. spoorvrag, doeane, ens.).
(vi) Die totaal van die bedrae aangetoon in (iv) en (v) hiervan.

B. Die totale bedrag van die aankoopkoste [kyk subparagraaf A (iv) hiervan] moet elke maand in Vorm 4 gerekonsilieer word met die totale aankope van materiaal soos aangetoon in die finansiële boeke of registers vir die maand.

DEEL V.—GARNEERSELS.

Die bepalings van hierdie deel is nie van toepassing op die garneersels wat die vervaardiger insluit in die registers waarvan in deel IV hiervan melding gemaak is, nie. (Kyk omskrywing van „materiaal" en „garneersels" in deel I hiervan vervat.)

8. *Raming van garneerselkoste.*—'n Raming van die koste van garneersels vir een monsterkledingstuk van elke snyopdrag moet gemaak en aangeteken word in die Register van Koste en Verkoopryse (Vorm 9) op die wyse voorgeskryf by paragraaf 16 A (v) (*c*) van deel VIII hiervan.

9. *Rekonsiliasie van garneerselkoste* (*Vorm* 5).—Binne sewe dae na die einde van elke tydperk van drie maande of sodanige korter tydperk as wat verlang word, moet 'n rekonsiliasie van garneerselkoste opgestel word soos in Vorm 5 hiervan aangetoon en onderstaande inligting moet o.a. daarin aangegee word:—

(i) Die *tydperk* waarop die rekonsiliasie betrekking het.
(ii) 'n *Beskrywing* van die kledingstukke wat gedurende die tydperk vervaardig is.
(iii) Die *nommers van sny-opdrag* vir sulke kledingstukke.
(iv) Die *hoeveelheid* kledingstukke per sny-opdrag vervaardig.
(v) Die *koste* van garneersels per kledingstuk soos ingevoeg onder „ramings" in die Register van Koste en Verkoopryse (Vorm 9).
(vi) Die totale koste verhaal ten opsigte van garneersels, vasgestel deur die getal kledingstukke wat vervaardig is te vermenigvuldig met die geraamde koste van garneersels per kledingstuk ingevoeg onder „ramings" in die Register van Koste en Verkoopryse (Vorm 9) of, indien die raming reeds kragtens subparagraaf B van paragraaf 9 gerekonsilieer is, met die jongste gerekonsilieerde syfer.
(vii) Die *aangenome koste* van garneersels wat gebruik is, vasgestel volgens die rekonsiliasie van garneerselvoorraad waarvan in paragraaf 10 hiervan (item 4 in Vorm 6) melding gemaak is.
(viii) *Die surplus* van die totale koste verhaal ten opsigte van garneersels [subparagraaf (vi) hiervan] bo die aangenome koste van garneersels wat gebruik is [subparagraaf (vii) hiervan] *of*, indien die totale koste verhaal ten opsigte van garneersels minder is as die aangenome koste van garneersels wat gebruik is, die *tekort*. 'n Surplus moet aangegee word onder die hoof „Te veel verhaal" en 'n tekort onder die hoof „Te min verhaal".

(ix) The percentage by which the excess or deficit referred to in sub-paragraph (viii) hereof bears to the total cost of trimmings recovered [sub-paragraph (vi) hereof].

10. *Trimmings Stock Reconciliation (Form 6).*—At the same time as the trimmings cost reconciliation provided for in paragraph 9 hereof is taken out, a trimming stock reconciliation covering the same period as the trimming cost reconciliation shall be prepared in a manner similar to that set out in Form 6 hereto in which there shall be recorded, *inter alia*, the following information:—

(i) The *period* to which the reconciliation refers.

(ii) The *cost* value of the stock on hand at the commencement of such period.

(iii) The *cost* value of purchases for the period asertained from the trimmings account in the financial books.

(iv) The *total* of (ii) and (iii) above.

(v) The cost value of any sales or other disposals, detailed in the manner set forth under the heading "Record of Sales and other Disposals" in Form 6.

(vi) The *cost* value of the stock on hand at the conclusion of the period to which the reconciliation refers.

(vii) The *assumed cost* value of trimmings used during the said period, assertained by deducting from the amount shown under sub-paragraph (iv), the total of the amounts shown under sub-paragraphs (v) and (vi).

11. *Adjustment of Trimmings Cost Estimate.*

A. If, at the time when the reconciliation referred to in paragraph 9 hereof (Form 5) has to be prepared, there is unsold any garment that was manufactured during the period to which such reconciliation relates, there shall be recorded in the Record of Costs and Selling Prices (Form 9) under the heading "Costs and other Data as ascertained from Records" opposite each trimmings estimate there appearing the following:—

(i) The percentage referred to in sub-paragraph (ix) of paragraph 9 (i.e. the percentage by which the trimmings cost recovered during the period exceeds or is less than the assumed cost of trimmings used).

(ii) The cost of trimmings arrived at by adjusting the recorded estimated cost of trimmings by the percentage excess or deficit shown in terms of sub-paragraph (i) hereof.

B. If the production of garments included in the same cutting order continues to the next reconciliation period then the estimated cost of trimmings for production during such later reconciliation period shall be the reconciled figure arrived at in terms of sub-paragraph (ii) above and shall be entered in the Record of Costs and Selling Prices (Form 9) as the estimated cost for such later period.

PART VI.—WAGES.

Any manufacturer who is able to allocate his weekly or fortnightly total of direct wages to cutting order numbers or manufacturing processes and ascertain the direct wage cost of such cutting order numbers or processes and by dividing such allocations by the number of garments produced or processed is able to ascertain the direct wage cost of each garment produced need not keep the records provided for in this Part if he notifies the Price Controller in writting before 1st July, 1945, at 115 Paul Kruger Street, Pretoria, that he does not intend to keep such records and obtains the written authority of the Price Controller to maintain such other records of wage costs as may be approved. (Manufacturers are notified that the Price Controller is desirous of approving any adequate system of costing direct wages based on cutting order numbers or processes. The provisions of this Part were primarily designed to accommodate manufacturers whose factory organisation does not permit the introduction of a more accurate system.)

12. *Wage Cost Estimate.*—An estimate of the cost of direct wages for one specimen garment of each cutting order shall be made and recorded in the Record of Costs and Selling Prices (Form 9) in the manner provided in paragraph 16 A (v) (*d*) of Part VIII hereof.

13. *Wage Cost Reconciliation (Form 7).*—Within seven days after the end of each three monthly period that coincides with a date upon which a pay roll has been made up, or within such shorter period as may be desired, a wage cost reconciliation shall be prepared in a manner similar to that set out in Form 7 hereto in which there shall be recorded, *inter alia*, the following information:—

(i) The *period* to which the reconciliation refers.

(ii) The *description* of the garments produced during the period.

(iii) The *cutting order numbers* for such garments.

(iv) The *quantity* per each cutting order—

(*a*) of the garments completed up to and including the last day of the reconciliation period; and

(*b*) of the garments not yet completed (i.e. garments cut but not finished) by such date, arrived at by deducting the number of garments completed from the total number of garments cut (see column 6 Form 1).

(ix) die persentasieverhouding van die surplus of tekort waarvan in subparagraaf (viii) hiervan melding gemaak is tot die totale koste van garneersels verhaal [subparagraaf (vi) hiervan].

10. *Rekonsiliasie van garneerselvoorraad* (*Vorm* 6).—Op dieselfde tydstip as die rekonsiliasie van garneerselkoste waarvoor in paragraaf 9 hiervan voorsiening gemaak word, moet daar 'n rekonsiliasie van garneerselvoorraad wat dieselfde tydperk as die rekonsiliasie van garneerselkoste dek, opgestel word soos in Vorm 6 hiervan aangetoon en onderstaande inligting moet o.a. daarin aangegee word:—

(i) Die *tydperk* waarop die rekonsiliasie betrekking het.

(ii) Die *kosprys* van die voorraad voorhande aan die begin van so'n tydperk.

(iii) Die *kosprys* van aankope vir die tydperk, vasgestel volgens die garneerselrekening in die finansiële boeke.

(iv) Die *totaal* van (ii) en (iii) hierbo.

(v) Die *kosprys* van verkope of ander vervreemdings, uiteengesit op die wyse aangegee onder die hoof „register van verkope en ander vervreemdings" in Vorm 6.

(vi) Die *kosprys* van die voorraad voorhande aan die einde van die tydperk waarop die rekonsiliasie betrekking het.

(vii) Die *aangenome kosprys* van garneersels wat gedurende genoemde tydperk gebruik is, vasgestel deur die totaal van die bedrae aangetoon onder subparagrawe (v) en (vi) af te trek van die bedrag wat onder subparagraaf (iv) aangetoon is.

11. *Verrekening van raming van garneerselkoste.*

A. As daar ten tyde van die opstelling van die rekonsiliasie waarvan in paragraaf 9 (Vorm 5) hiervan melding gemaak is, 'n kledingstuk wat vervaardig is gedurende die tydperk waarop die rekonsiliasie betrekking het, nie verkoop is nie, moet onderstaande inligting in die register van koste en verkoopprys (Vorm 9) onder die hoof „koste en ander gegewens volgens die registers" teenoor elke raming van garneersels aangegee word:—

(i) Die persentasie waarvan melding gemaak is in subparagraaf (ix) van paragraaf 9 (d.w.s. die persentasie waarmee die koste van garneersels wat gedurende die tydperk verhaal is groter of kleiner is as die aangenome koste van garneersels wat gebruik is); en

(ii) die koste van garneersels bereken deur die aangegewe geraamde koste van garneersels te verreken met die persentasie surplus of tekort wat, ingevolge subparagraaf (i) hiervan aangetoon is.

B. As die vervaardiging van kledingstukke ingesluit by dieselfde snyopdrag tot die volgende rekonsiliasietydperk voortduur, is die geraamde koste van garneersels vir vervaardiging gedurende hierdie latere rekonsiliasietydperk die rekonsilieerde syfer wat bereken is ingevolge subparagraaf (ii) hierbo en word dit in die register van koste en verkoopprys (Vorm 9) as die geraamde koste vir hierdie latere tydperk aangegee.

DEEL VI.—LONE.

'n Vervaardiger wat in staat is om sy weeklikse of tweeweeklikse totaal van direkte lone aan snyopdragte of vervaardigingsprosesse toe te wys en die direkte loonkoste van sulke snyopdragte of prosesse vas te stel en wat in staat is om die direkte loonkoste van elke vervaardigde kledingstuk vas te stel deur sulke toewysings te verdeel deur die getal vervaardigde of verwerkte kledingstukke, hoef nie die registers waarvoor in hierdie deel voorsiening gemaak word, te hou nie, mits hy die Pryskontroleur, Paul Krugerstraat 115, Pretoria, voor 1 Julie 1945, skriftelik in kennis stel dat hy nie voornemens is om die registers te hou nie en skriftelike magtiging van die Pryskontroleur verkry om ander registers van loonkoste wat goedgekeur mag word, te hou. (Vervaardigers word in kennis gestel dat die Pryskontroleur begeer om 'n doelmatige stelsel van kosteberekening van direkte lone wat op snyopdragnommers of prosesse gebaseer is, goed te keur. Die bepalings van hierdie deel is in die eerste plek opgestel vir die gerief van vervaardigers wie se fabrieksorganisase nie die invoering van 'n noukeuriger stelsel moontlik maak nie).

12. *Raming van loonkoste.*—'n Raming van die koste van direkte lone vir een monsterkledingstuk van elke snyopdrag moet gemaak en aangegee word in die register van koste en verkoopprys (Vorm 9) op die wyse voorgeskryf by paragraaf 16A (v) (*d*) van deel VIII hiervan.

13. *Rekonsiliasie van loonkoste* (*Vorm* 7).—Binne 7 dae na die einde van elke tydperk van drie maande wat saamval met 'n datum waarop 'n betaallys opgestel is, of binne sodanige korter tydperk as wat verlang word, moet 'n rekonsiliasie van loonkoste opgestel word soos in Vorm 7 hiervan aangetoon en onderstaande inligting moet o.a. daarin aangegee word:—

(i) Die *tydperk* waarop die rekonsiliasie betrekking het.

(ii) Die *beskrywing* van die kledingstukke wat gedurende die tydperk vervaardig is.

(iii) Die *snyopdragnommers* vir dié kledingstukke.

(iv) die *hoeveelheid* per snyopdrag—

(*a*) van die kledingstukke tot en met die laaste dag van die rekonsiliasietydperk klaargemaak;

(*b*) van die kledingstukke wat op so'n datum nog nie klaargemaak is nie (d.w.s. kledingstukke wat gesny, dog nie klaargemaak is nie), bereken deur die getal kledingstukke wat klaargemaak is af te trek van die totale getal kledingstukke wat gesny is. (Kyk Kolom 6, Vorm 1).

(v) (*a*) In respect of garments which have been completed, the estimated *cost* (see note below) of direct wages per garment as inserted in the Record of Costs and Selling Prices (Form 9); and

(*b*) in respect of garments which have not been completed (i.e. garments cut but not finished), fifty per cent. of such estimated *cost* (see note below) of direct wages per garment.

(vi) The *total cost* of direct wages set out under the following headings:—

(*a*) *Finished Garments.*—Ascertained by multiplying the estimated cost (see note below) recorded in the record of costs and selling prices by the number of finished garments recorded in terms of sub-paragraph (iv) (*a*) hereof.

(*b*) *Unfinished Garments.*—Ascertained by multiplying half of the estimated cost (see note below) per garment recorded in the record of costs and selling prices by the number of garments unfinished and recorded in terms of sub-paragraph (iv) (*b*) hereof; and

(*c*) *Finished and Unfinished Garments.*—Ascertained by adding the amounts arrived at in terms of (*a*) and (*b*) hereof.

(vii) *The estimated value of direct wages* recovered in cost during the said period, determined by deducting the cost of direct wages included in unfinished work at the end of the previous reconciliation period from the total arrived at in terms of sub-paragraph (vi) (*c*) hereof.

(viii) *The direct wages* [see paragraph 1 (*h*) of Part I] *paid*, ascertained by adding together the total direct wages paid for each week or other period included in the three monthly period.

(ix) *The difference*, being the amount by which the total estimated cost arrived at in terms of sub-paragraph (vii) hereof exceeds or is less than the total arrived at in terms of sub-paragraph (viii) hereof.

(x) *The percentage difference*, ascertained by dividing the amount arrived at under sub-paragraph (ix) hereof by the estimated wages recovered in costs and determined in accordance with sub-paragraph (vii) hereof and multiplying the result by 100.

NOTE.—Where reference is made in sub-paragraphs (v) and (vi) to "estimated cost" such reference shall be to the estimated cost as inserted under the heading "Estimates" in the Record of Costs and Selling Prices, provided, however, that if any reconciliation has been made in terms of sub-paragraph B of paragraph 14 such reference shall be to the last reconciled cost inserted in the said record.

14. *Adjustment of Wage Cost Estimate.*

A. If, at the time when the reconciliation referred to in paragraph 13 hereof (Form 7) has to be prepared, there is unsold any garment that was manufactured during the period to which such reconciliation relates, there shall be recorded in the Record of Costs and Selling Prices (Form 9) under the heading "Costs and other Data as ascertained from Records" opposite each direct wage estimate there appearing the following:—

(i) The percentage referred to in sub-paragraph (x) of paragraph 13 (i.e. the percentage by which the direct wage cost recovered during the period exceeds or is less than the actual cost of direct wages); and

(ii) the actual cost of direct wages arrived at by adjusting the recorded estimated cost of direct wages by the percentage excess or deficit shown in terms of sub-paragarph (i) hereof.

B. If the production of garments included in the same cutting order continues to the next reconciliation period then the estimated cost of direct wages for production during such later reconciliation period shall be the reconciled figure arrived at in terms of sub-paragraph (ii) above and shall be entered in the Record of Costs and Selling Prices (Form 9) as the estimated cost for such later period.

PART VII.—FACTORY OVERHEAD EXPENSES.

15. *Method of Determining the Cost of Factory Overhead Expenses per Garment* (*Form* 8).

A. The cost of factory overhead expenses for any garment shall be an amount not exceeding the amount calculated by taking the percentage, as defined in sub-paragraph B hereof, of the direct wages costs of such garment recorded in the Record of Costs and Selling Prices (Form 9), provided however that, any clothing manufacturer who prior to the coming into force of this notice determined his cost of factory overhead expenses per garment by some other method may, if he obtains the written permission of the Price Controller, continue to use such other method and, for the purpose of this section, the cost of factory overhead expenses so arrived at for any garment shall be the cost of factory overhead expenses which shall be entered in the said record of costs and selling prices for such garment.

(v) (*a*) Ten opsigte van kledingstukke wat voltooi is, die geraamde *koste* (sien opmerking hieronder) van direkte lone per kledingstuk soos in die register van koste en verkooppryse (Vorm 9) aangegee; en

(*b*) ten opsigte van kledingstukke wat nie voltooi is nie (d.w.s. kledingstukke wat gesny dog nie klaargemaak is nie), 50 persent van sodanige geraamde *koste* (sien opmerking hieronder) van direkte lone per kledingstuk.

(vi) Die *totale koste* aan direkte lone soos onder die volgende hoofde aangegee:—

(*a*) *Klaargemaakte kledingstukke.*—Vasgestel deur vermenigvuldiging van die geraamde koste (sien opmerking hieronder) in die Register van Koste en Verkooppryse aangegee, deur die getal klaargemaakte kledingstukke ingevolge subparagraaf (iv) (*a*) hiervan aangegee.

(*b*) *Nie-klaargemaakte kledingstukke.*—Vasgestel deur vermenigvuldiging van die helfte van die geraamde koste (sien opmerking hieronder) per kledingstuk in die Register van Koste en Verkooppryse aangegee, deur die getal nie-klaargemaakte kledingstukke ingevolge subparagraaf (iv) (*b*) hiervan aangegee; en

(*c*) *Klaargemaakte en nie-klaargemaakte kledingstukke.*—Vasgestel deur die getalle ingevolge (*a*) en (*b*) hiervan op te tel.

(vii) Die geraamde waarde van direkte lone wat in koste gedurende genoemde tydperk verhaal is, vasgestel deur die koste van direkte lone wat by nie-klaargemaakte werk ingesluit is aan die end van die vorige rekonsiliasietydperk van die totaal ingevolge subparagraaf (vi) (*c*) hiervan af te trek.

(viii) *Die direkte lone* [sien paragraaf 1 (*h*) van deel I] *wat betaal is*, vasgestel deur die totale direkte lone vir elke week of enige ander tydperk inbegrepe in die driemaandelikse tydperk, saam te tel.

(ix) *Die verskil*, synde die bedrag wat die totale geraamde koste ingevolge subparagraaf (vii) hiervan hoër of laer is as die totaal ingevolge subparagraaf (viii) hiervan.

(x) *Die persentasie-verskil*, vasgestel deur die bedrag ingevolge subparagraaf (ix) hiervan verkry deur die geraamde lone wat in koste verhaal is en ooreenkomstig subparagraaf (vii) hiervan vasgestel is, te verdeel en die resultaat met 100 te vermenigvuldig.

OPMERKING.—Waar daar in subparagrawe (v) en (vi) na "geraamde koste" verwys word, het die verwysing betrekking op die geraamde koste soos ingevoeg onder die hoof "Ramings" in die Register van Koste en Verkooppryse, met dien verstande dat as enige rekonsiliasie ingevolge subparagraaf B van paragraaf 14 gemaak is, die verwysing betrekking het op die laaste gerekonsilieerde koste wat in die Register ingeskryf is.

14. *Vereffening van loonkosteraming.*

A. As daar op die tydstip wanneer die rekonsiliasie waarna in paragraaf 13 hiervan verwys word, (Vorm 7) gemaak moet word, enige kledingstuk wat gedurende die tydperk waarop die rekonsiliasie betrekking het, onverkoop is, moet onderstaande gegewens in die Register van Koste en Verkooppryse (Vorm 9) onder die hoof "Koste en ander besonderhede volgens die registers" teenoor elke direkte loonraming wat daarin voorkom, aangegee word:—

(i) Die persentasie in subparagraaf (*x*) van paragraaf 13 genoem (d.w.s. die persentasie wat die direkte loonkoste wat gedurende die tydperk verhaal is, hoër of laer is as die werklike koste van direkte lone); en

(ii) die werklike koste van direkte lone wat verkry is deur die opgetekende geraamde koste van direkte lone met die persentasie-oorskryding of -tekort, soos in subparagraaf (i) aangetoon, te verreken.

B. As die produksie van kledingstukke wat by dieselfde snyopdrag ingesluit is, voortduur tot die volgende rekonsiliasietydperk, moet die geraamde koste van direkte lone vir produksie gedurende dié latere rekonsiliasietydperk die gerekonsilieerde syfer wees wat ingevolge subparagraaf (ii) verkry is en moet dit in die Register van Koste en Verkooppryse (Vorm 9) as die geraamde koste vir dié latere tydperk aangegee word.

DEEL VII.—INDIREKTE FABRIEKSUITGAWES.

15. *Metode vir die vasstelling van indirekte fabrieksuitgawes per kledingstuk* (*Vorm* 8).

A. Die koste van indirekte fabrieksuitgawes vir enige kledingstuk moet hoogstens die bedrag wees wat verkry word deur die persentasie, soos in subparagraaf B hiervan omskryf, van die direkte loonkoste van so'n kledingstuk soos in die Register van Koste en Verkooppryse (Vorm 9) aangegee, te neem, met dien verstande egter dat enige klerasievervaardiger wat voor die datum waarop hierdie kennisgewing van krag geword het, sy koste van indirekte fabrieksuitgawes per kledingstuk volgens 'n ander metode vasgestel het, met die skriftelike toestemming van die Pryskontroleur kan voortgaan om van sodanige ander metode gebruik te maak, en vir die doel van hierdie artikel is die koste van indirekte fabrieksuitgawes wat aldus vir enige kledingstuk bereken is die koste van indirekte fabrieksuitgawes wat in die genoemde Register van Koste en Verkooppryse vir so'n kledingstuk aangegee moet word.

B. The percentage referred to in sub-paragraph A hereof shall be determined—

(i) for the two calendar quarters comprising the six months ended 31st December, 1945, by dividing the total cost of all the items of factory overhead expenses enumerated in Form 8 hereto and incurred for the last financial year for which audited accounts are available by the total cost of direct wages incurred for the same financial year and multiplying the result thereof by one hundred; and

(ii) for all calendar quarters subsequent to the 31st December, 1945, by dividing the total cost of all the items of factory overhead expenses enumerated in Form 8 hereto and incurred for a period of six months ended on a date not earlier than three months prior to the commencement of the calendar quarter during which the relevant garments are manufactured, by the total cost of direct wages incurred for the same period and multiplying the result thereof by one hundred.

Provided however that, notwithstanding the provisions of sub-paragraph (i) hereof, any clothing manufacturer may, if he so desires, calculate the said percentage for either calendar quarter referred to in sub-paragraph (i) hereof in the manner provided in sub-paragraph (ii) hereof.

NOTE.—The effect of the application of sub-paragraph B (ii) above is that for garments manufactured during the January/March quarter the ratio of factory overhead expenses to direct labour must be based on the expenditure incurred for a period of six months ended on a date not earlier than the preceding 30th September.

C. Every manufacturer, other than one who uses an alternative method of costing factory overhead expenses in terms of the proviso to sub-paragraph A hereof, shall maintain a record of the method of ascertaining the cost of factory overhead expenses per garment similar to that shown in Form 8 hereto setting forth opposite each item specified in the said form the amount, not exceeding any stipulated maximum, incurred for the period to which such form relates.

D. Every manufacturer who by virtue of the proviso to sub-paragraph A hereof uses an alternative method of costing factory overhead expenses shall maintain such other record as the Price Controller may direct.

E. The percentage (determined in terms of sub-paragraph B hereof) of the estimated cost of direct wages for any garment shall be the estimated cost of factory overhead expenses, for such garment which shall be entered in the Record of Costs and Selling Prices (Form 9) opposite the item "Factory Overheads" in the section headed "Estimates" and such percentage of the actual direct wage cost of such garment shall be the actual factory overhead expenses for such garment which shall be inserted in the said record of costs and selling prices opposite the item "Factory Overheads" in the section headed "Costs and other Data as ascertained from Records" in every case where, in terms of paragraph 14 A and B of Part VI hereof the actual cost of wages has to be recorded in the said record of costs and selling prices.

PART VIII.—COSTS, SELLING PRICES, SALES ANALYSIS AND FINISHED STOCK.

16. A. *Record of Costs, Selling Prices and Finished Stock (Form 9).*—A record of costs, selling prices and finished stock (referred to in this Schedule as "the Record of Costs and Selling Prices") for the garment manufacturer for each cutting order shall be maintained in a manner similar to that set out in Form 9 hereto in which there shall be recorded, *inter alia*, the following information:—

(i) The *description* of the garment.

(ii) The *cutting order number*.

(iii) The maximum percentage of gross profit which the manufacturer is authorised by the Price Controller to add to the factory cost of the particular garment.

(iv) The *dates* on which production was commenced and completed.

(v) The estimated production statistics of quantities, *cost* and *selling prices* enumerated as follows:—

(*a*) The estimated number of units (and/or portions thereof) of material required for one specimen garment or, if different sizes of the garments are to have different selling prices, the estimated number of units (and/or portions thereof) of material required for one specimen of each such size, and the cost per unit of such material.

(*b*) The estimated *cost* of materials per garment determined by multiplying the estimated number of units (and/or portions thereof) of material required for each garment by the cost per unit of such material as recorded in the relevant materials stock record.

(*c*) The estimated *cost* of trimmings required for one specimen garment.

B. Die persentasie in subparagraaf A hiervan genoem, word as volg bereken:—

(i) Vir die twee kalenderkwartale bestaande uit die ses maande eindigende 31 Desember 1945, deur die totale koste van al die items indirekte fabrieksuitgawes in Vorm 8 hiervan opgegee, en aangegee gedurende die laaste boekjaar ten opsigte waarvan geouditeerde rekenings beskikbaar is, te verdeel deur die totale koste aan direkte lone wat vir dieselfde boekjaar aangegaan is en die resultaat met 100 te vermenigvuldig; en

(ii) vir alle kalenderkwartale na 31 Desember 1945 deur die totale koste van alle items indirekte fabrieksuitgawes in Vorm 8 hiervan aangegee en aangegaan vir 'n tydperk van ses maande wat nie vroeër as drie maande voor die aanvang van die kalenderkwartaal waarin die betrokke kledingstukke vervaardig word, geëindig het nie te verdeel deur die totale koste van direkte lone wat vir dieselfde tydperk aangegaan is en die resultaat met honderd te vermenigvuldig;

met dien verstande egter dat, ondanks die bepalings van subparagraaf (i) hiervan, enige klerasievervaardiger, indien hy dit verkies, genoemde persentasie vir enigeen van die kalenderkwartale in subparagraaf (i) hiervan genoem op die wyse in subparagraaf (ii) hiervan voorgeskryf, mag bereken.

OPMERKING.—Die uitwerking van subparagraaf B (ii) hierbo is dat vir klere wat gedurende die kwartaal Januarie—Maart vervaardig is, die verhouding van indirekte fabrieksuitgawes tot direkte arbeid gebaseer moet word op die uitgawe wat gedurende 'n tydperk van ses maande wat nie voor die voorafgaande 30ste September geëindig het nie, aangegaan is.

C. Elke vervaardiger, behalwe een wat gebruik maak van 'n alternatiewe metode vir die kosteberekening van indirekte fabrieksuitgawes ingevolge die voorbehoudsbepalings van subparagraaf A hiervan, moet 'n register hou vir die vasstelling van die koste van indirekte fabrieksuitgawes per kledingstuk, soortgelyk aan die in Vorm 8 hiervan aangetoon en daarin teenoor elke item in genoemde vorm vermeld die bedrag uiteensit, hoogstens 'n voorbepaalde maksimum, aangee wat vir die tydperk waarop die vorm betrekking het, aangegaan is.

D. Elke vervaardiger wat kragtens die voorbehoudsbepalings van subparagraaf A hiervan 'n alternatiewe metode vir die kosteberekening van indirekte fabrieksuitgawes gebruik, moet 'n ander register wat die pryskontroleur voorskryf, hou.

E. Die persentasie (ooreenkomstig subparagraaf B hiervan vasgestel) van die geraamde koste van direkte lone vir enige kledingstuk is die geraamde koste van indirekte fabrieksuitgawes aan so'n kledingstuk, wat in die Register van Koste en Verkoopprys (Vorm 9) teenoor die item „Indirekte fabrieksuitgawes" in die afdeling onder die hoof „Ramings" ingeskryf moet word, en die persentasie van die werklike direkte loonkoste van so'n kledingstuk is die werklike indirekte fabrieksuitgawe aan so'n kledingstuk wat in genoemde Register van Koste en Verkoopprys teenoor die item „Indirekte fabrieksuitgawes" in die afdeling onder die hoof „Koste en ander gegewens uit Registers verkry" ingeskryf moet word in elke geval waar, ingevolge paragraaf 14 A en B van deel VI hiervan, die werklike koste aan lone in die genoemde Register van Koste en Verkoopprys aangegee moet word.

DEEL VIII.—KOSTE, VERKOOPPRYSE, VERKOOPONTLEDING EN KLAARGEMAAKTE VOORRADE.

16. A. *Register van Koste, Verkoopprys en Klaargemaakte Voorrade (Vorm 9).*—'n Register van Koste, Verkoopprys en Klaargemaakte Voorrade (in hierdie Bylae „die Register van Koste en Verkoopprys" genoem) vir die kledingstukke wat kragtens elke snyopdrag vervaardig is, moet gehou word soos in Vorm 9 hiervan aangetoon en daarin moet onder andere die volgende inligting aangegee word:—

(i) Die *beskrywing* van die kledingstuk.

(ii) Die *nommer van die snyopdrag*.

(iii) Die maksimum persentasie bruto-profyt wat die fabrikant volgens magtiging van die Pryskontroleur by die fabriekskoste van 'n besondere kledingstuk kan voeg.

(iv) Die *datums* waarop daar met die vervaardiging begin is en waarop dit voltooi is.

(v) Die geraamde statistieke van vervaardigde getalle, ten opsigte waarvan die *koste* en *verkoopprys* as volg opgegee word:—

(*a*) Die geraamde getal eenhede materiaal (en/of gedeeltes daarvan) wat vir een monsterkledingstuk benodig word, of indien kledingstukke van verskillende grootte verskillende verkoopprys sal hê, dan die geraamde getal eenhede materiaal (en/of gedeeltes daarvan) wat vir 'n monsterkledingstuk van elke sodanige grootte benodig word, asook die koste per eenheid van sodanige materiaal.

(*b*) Die geraamde *koste* van materiaal per kledingstuk, wat vasgestel word deur die geraamde getal eenhede materiaal (en/of gedeeltes daarvan) wat vir elke kledingstuk benodig word, te vermenigvuldig met die koste per eenheid van sodanige materiaal wat in die betrokke Register van Voorraad Materiaal aangegee word.

(*c*) Die geraamde *koste* van garneersels wat vir een monsterkledingstuk benodig word.

(*d*) The estimated *cost* of direct wages for one specimen garment.

(*e*) The estimated *cost* of factory overhead expenses per garment as determined in accordance with paragraph 15 of Part VII hereof.

(*f*) The total estimated *cost* per garment being the sum of the items enumerated under sub-paragraph (*b*) to (*e*) hereof.

(*g*) The *gross profit, percentage of gross profit* on factory cost, and *selling price* for the garment.

(vi) The *quantity* of garments produced and the *actual production statistics*, costs and selling prices determined in accordance with the provisions of this Schedule and enumerated under the same headings as required in sub-paragraph (v) hereof for each completed batch of production, and, when completed, for the total number of garments produced for the cutting order number. Nothing contained in this sub-paragraph shall be regarded as creating an obligation to insert the actual cost of materials, trimmings, wages or factory overhead expenses, if, in terms of paragraphs 6 B and C of Part IV, 11 A and B of Part V, 14 A and B of Part VI or 15 E of Part VII, any such actual cost has not to be inserted and, if any of the aforesaid items need not be inserted, no entry need be made under the heading "Costs and other Data as ascertained from Records" for those items that are referred to in sub-paragraphs (*f*) and (*g*) of sub-paragraph (v) hereof.

(vii) The *selling price statistics* relating to the garments produced for each cutting order number enumerated as follows:—

(*a*) The *quantities* of the garments sold each calendar month, ascertained from the quantity sales analysis prescribed in paragraph 17. Where different prices for different sizes of the same garment are charged (see sub-paragraph B hereunder) then the quantities of such sizes must be stated.

(*b*) The *price* or *prices* charged for the quantities of such garments sold each calendar month referred to in sub-paragraph (*a*) hereof.

(*c*) The *total value* of sales each calendar month.

(*d*) The sales analysis *reference numbers*.

(viii) The *quantity* of garments finished each month taken from the daily data inserted in the Register of Cutting Orders (Form 1).

(ix) The *quantity* of garments disposed of each month otherwise than by sales (including samples and stock shortages).

(x) The *total quantity* of garments disposed of each month (i.e. by sales and otherwise).

(xi) The *balance on hand* at the end of each month being the difference between the total number of garments finished and the total sold and otherwise disposed of.

B. Where different sizes of articles of wearing apparel are manufactured under the same cutting order number but separate costs for different sizes have not been kept and it is desired to apportion in the record of costs and selling prices different costs to different sizes so as to enable the manufacturer to sell the smaller sizes at lower prices and the larger sizes at higher prices, this may be done by apportioning the cost as follows:—

(*a*) The average cost, calculated by dividing the total cost of all the articles manufactured under such cutting order number by the total number of such articles, shall be apportioned to any intermediate size.

(*b*) The cost of sizes other than any such intermediate size may be apportioned in any way provided that the weighted average of the costs so apportioned does not exceed the said average cost.

C. Where an apportionment has been made as above, there shall be recorded in the record of costs and selling prices or on a statement attached thereto—

(i) the *sizes* and *costs* apportioned thereto;

(ii) the *maximum permissible selling prices* of such sizes;

(iii) the *actual selling prices*; and

(iv) the *calculation* showing that the weighted average of the apportioned costs agrees with the average cost as revealed by the record of costs and selling prices.

17. *Sales Analysis* (*Form* 10).—A sales analysis of the monthly quantities of each type of garment sold with the reference to the relevant invoices shall be maintained in a manner similar to that set out in Form 10 hereto setting forth, *inter alia*, the following information:—

(i) *Description* of garment.

(ii) *Cutting order number*.

(iii) The *date* of sales invoices.

(iv) The *series of invoice numbers* for such date.

(v) The *quantity* of each type of identical garments sold on such date or, where different sizes of such garments have different selling prices, then the quantities of such different sizes sold on such date.

(*d*) Die geraamde *koste* van direkte lone ten opsigte van een monsterkledingstuk.

(*e*) Die geraamde indirekte *fabrieksuitgawes* per kledingstuk, ooreenkomsitig paragraaf 15 van deel VII hiervan vasgestel.

(*f*) Die geraamde totale bedrag aan *koste* per kledingstuk, naamlik van al die items in subparagrawe (*b*) tot (*e*) hiervan, vermeld.

(*g*) Die *bruto-profyt*, *die persentasie bruto-profyt* op die fabriekskoste en die verkoopprys ten opsigte van die kledingstuk.

(vi) Die getal kledingstukke wat vervaardig is en die werklike vervaardigingstatistieke, koste en verkoopprys ooreenkomstig die bepalings van hierdie Bylae vasgestel en opgegee onder dieselfde hoofde soos by subparagraaf (v) hiervan vereis, ten opsigte van elke klomp wat voltooi is, en na hul voltooiing, ten opsigte van die totale getal kledingstukke wat kragtens die sny-opdrag vervaardig is. Hierdie subparagraaf vereis nie dat die werklike koste van materiaal en garneersels, lone of indirekte fabrieksuitgawe aangegee word nie indien sodanige werklike koste ooreenkomstig paragrawe 6 B en C van deel IV, 11 A en B van deel V, 14 A en B van deel VI of 15 E van deel VII nie ingeskryf hoef te word nie; en as enigeen van voornoemde items nie ingeskryf hoef te word nie, hoef geen inskrywing onder die hoof „Koste en ander Gegewens volgens die Registers" ten opsigte van die items in subparagrawe (*f*) en (*g*) van subparagraaf (v) hiervan genoem, gedoen te word nie.

(vii) Die *verkoopprysstatistieke* betreffende die kledingstukke kragtens elke sny-opdrag vervaardig, wat as volg opgegee moet word:—

(*a*) Die hoeveelhede kledingstukke wat elke kalendermaand verkoop is, vasgestel volgens die Verkoopsontleding by paragraaf 17 voorgeskryf. Indien verskillende pryse vir verskillende groottes van dieselfde kledingstuk gevra word (kyk subparagraaf B verderaan), moet die hoeveelhede sodanige groottes aangegee word.

(*b*) Die *prys* of *pryse* gevorder vir die hoeveelhede sodanige kledingstukke wat gedurende elke kalendermaand verkoop is waarna in subparagraaf (*a*) hiervan verwys word.

(*c*) *Die totale waarde van verkope* elke kalendermaand.

(*d*) Die verkoopsontleding se *verwysingsnommers*.

(viii) Die hoeveelheid kledingstukke wat elke maand klaargemaak is volgens die daaglikse gegewens wat in die Register van Sny-opdragte (Vorm 1) ingeskryf is.

(ix) Die *hoeveelheid* kledingstukke wat elke maand op 'n ander wyse as deur verkoop vervreem (met inbegrip van monsters en voorraadtekorte).

(x) Die *totale hoeveelheid* kledingstukke wat elke maand vervreem is (d.w.s. by wyse van verkoop of andersins).

(xi) Die getal kledingstukke wat aan die einde van elke maand voorhande is, d.w.s. die verskil tussen die totale getal klaargemaakte kledingstukke en die totale getal wat verkoop en andersins vervreem is.

B. Indien daar verskillende groottes kledingstukke ingevolge dieselfde sny-opdrag vervaardig word, maar daar nie verskillende koste vir die verskillende groottes aangeteken is nie, en daar verlang word dat in die Register van Koste en Verkoopprys verskillende bedrae aan koste vir die verskillende groottes bereken word, om sodoende die fabrikant in staat te stel om die kleiner groottes teen laer pryse en die groter groottes teen hoër pryse te verkoop, kan dit gedoen word deur—

(*a*) vir 'n tussengrootte die gemiddelde koste te bereken deur die totale koste van alle kledingstukke ingevolge sodanige sny-opdrag vervaardig, te verdeel deur die totale getal sodanige kledingstukke; en

(*b*) die koste van ander groottes as so'n tussengrootte op enige manier te bereken, mits die beswaarde gemiddelde van die koste wat aldus bereken is, nie gemelde gemiddelde koste oorskry nie.

C. Indien die koste vir verskillende groottes bereken is soos hierbo uiteengesit, word daar in die Register van Koste en Verkoopprys of op 'n staat daaraan geheg, onderstaande aangeteken:—

(i) Die *groottes* en die *koste* wat daarvoor bereken is.

(ii) Die *maksimum verkoopprys* wat vir sodanige groottes *toegelaat word*.

(iii) Die *werklike verkoopprys*.

(iv) 'n *Berekening* waaruit blyk dat die beswaarde gemiddelde van die berekende koste ooreenstem met die gemiddelde koste wat die Register van Koste en Verkoopprys toon.

17. *Verkooppsontleding* (*Vorm* 10).—'n Verkoopsontleding van die maandelikse hoeveelhede van elke tipe kledingstuk wat verkoop is, met verwysing na die betrokke faktuur, moet gehou word soos in Vorm 10 hiervan aangetoon, terwyl, onder meer, onderstaande inligting daarin moet voorkom:—

(i) 'n *Beskrywing* van die kledingstuk.

(ii) Die *nommer van sny-opdrag*.

(iii) Die *datum* van verkoopfakture.

(iv) Die *reeks faktuurnommers* van so'n datum.

(v) Die *hoeveelheid* identiese kledingstukke van elke tipe wat op so'n datum verkoop is, of indien verskillende groottes van sodanige kledingstukke verskillende verkoopprys het, dan die hoeveelhede sodanige verskillende groottes wat op so'n datum verkoop is.

(vi) The *price* or *prices* charged for each type of garment sold on such date or, where different sizes of such garments have different selling prices, the prices of such different sizes sold on such date.

(vii) The *sales value* of each type of identical garment sold on such date or, where different sizes of such garments have different selling prices, the sales value of such different sizes.

(viii) The *total daily sales value* for all types of garments.

(ix) The *total monthly sales* value of each type of garment.

(x) The *total monthly sales* value of all types of garments, which total must agree with the total value of sales for the month as shown in the financial books.

18. *Stock-taking.*—Not less frequently than once during every consecutive three monthly period the actual quantity of finished stocks on hand of each type of garment shall be ascertained by physical stock-taking and the result shall be recorded in the record of selling prices and stocks (i.e. second portion of Form 9) next to the quantity shown in the said record as the stock on hand on the date of the said stock-taking, and any difference between such quantities shall also be recorded in the said record.

PART IX.—MARKING OF GARMENTS.

19. Every manufacturer of wearing apparel shall, prior to the sale or other disposal of any garment manufactured by him, mark such garment in either official language in legible and indelible letters, either directly or by means of a ticket, tag or label securely attached to such garment, with the following information:—

(i) The name and address of the manufacturer or such manufacturer's registered trade or brand name, or a number authorised in writing by the Price Controller.

(ii) The cutting order number under which the garment was manufactured.

(vi) Die *prys* of *pryse* wat gevorder is vir elke tipe kledingstuk wat op so'n datum verkoop is, of indien verskillende groottes van sodanige kledingstukke verskillende verkooppryse het, die pryse van sodanige verskillende groottes wat op die datum verkoop is.

(vii) Die *totale waarde van verkope* van identiese kledingstukke van elke tipe wat op so'n datum verkoop is, of indien verskillende groottes van sodanige kledingstukke verskillende verkooppryse het, dan die waarde van verkope van die kledingstukke van die verskillende groottes.

(viii) Die *totale daaglikse waarde van verkope* van alle tipes kledingstukke.

(ix) Die *totale maandelikse waarde van verkope* van kledingstukke van elke tipe.

(x) Die *totale maandelikse waarde van verkope* van alle tipes kledingstukke. Hierdie totale bedrag moet ooreenstem met die totale waarde van verkope vir die maand soos in die finansiële boeke aangetoon.

18. *Voorraadopname.*—Minstens een keer gedurende elke ononderbroke tydperk van drie maande moet die werklike hoeveelheid van elke tipe klaargemaakte kledingstuk voorhande by wyse van materiële voorraadsopname vasgestel word en die uitslag in die Register van Verkooppryse en Voorrade (d.w.s. die tweede gedeelte van Vorm 9) ingeskryf word teenoor die hoeveelheid wat in die gemelde register aangegee word as die voorraad wat op die datum van gemelde voorraadsopname voorhande is, terwyl 'n verskil tussen sodanige hoeveelhede ook in gemelde register aangeteken moet word.

DEEL IX.—MERK VAN KLEDINGSTUKKE.

19. Elke klerasiefabrikant moet, voordat hy 'n kledingstuk deur hom vervaardig, verkoop of op 'n ander manier vervreem, so'n kledingstuk in enigeen van die amptelike tale met leesbare en onuitwisbare letters merk, òf regstreeks òf by wyse van 'n kaartjie, etiket of strokie wat stewig aan so'n kledingstuk geheg word, met vermelding van onderstaande inligting:—

(i) Die naam en adres van die fabrikant of die fabrikant se geregistreerde handelsnaam of -merk, of 'n nommer wat skriftelik deur die Pryskontroleur gemagtig is.

(ii) Die nommer van die sny-opdrag waarkragtens die kledingstuk vervaardig is.

FORM 1. REFERENCE No._____

PRODUCTION REGISTER.
(See Paragraph 3 of Part III of the Schedule.)

(1) Dates— (a) of cutting order; (b) of issues from cutting room; (c) when count taken at end of wage reconciliation period of garments cut but not yet issued from cutting room; (d) of garments finished.	(2) Number of cutting order.	(3) Description and style of garment.	(4) *Quantity of issues from cutting room and, at end of wage reconciliation period, number of garments cut but not yet issued. Sizes.							(5) *Quantity, under sizes and in totals, of garments finished (where all the garments under a cutting order are not finished at the end of any wage reconciliation period, the entry under this column must be the quantity under sizes and in totals of garments finished up to and including the last day of such wage reconciliation period). Sizes.							(6) *Quantity of sizes and total number of garments in process at the close of day on date to which three-monthly wage reconciliation relates (being the difference on the reconciliation date between columns 4 and 5). Sizes.						
			3	4	5	6	7	8	Total.	3	4	5	6	7	8	Total.	3	4	5	6	7	8	Total.
11/2/45	347	Trousers	40	40	20	20	20	20	160	—	—	—	—	—	—	—	—	—	—	—	—	—	—
13/2/45			40	40	20	20	20	20	160	10	10	10	10	10	10	60	—	—	—	—	—	—	—
15/2/45			10	10	10	10	10	10	60	10	10	10	10	10	10	60	—	—	—	—	—	—	—
25/2/45			—	—	—	—	—	—	—	10	10	10	10	—	—	40	—	—	—	—	—	—	—
10/3/45			—	—	—	—	—	—	—	60	60	20	20	30	30	220	—	—	—	—	—	—	—

* Quantities of sizes are only required where different selling prices are charged for the different sizes of the same garment.

VORM 1. VERWYSINGSNOMMER_____

PRODUKSIEREGISTER.
(Sien paragraaf 3 van Deel III van die Bylae.)

(1) Datums— (a) van sny-opdrag; (b) van uitreikings uit snykamer; (c) van telling, aan einde van loonrekonsiliasietydperk, van kledingstukke gesny maar nog nie uit snykamer uitgereik nie; (d) waarop kledingstukke klaargemaak is.	(2) Nommer van sny-opdrag.	(3) Beskrywing van en soort kledingstuk.	(4) *Hoeveelheid uitreikings uit snykamer en, aan einde van loonrekonsiliasietydperk, aantaal kledingstukke gesny maar nog nie uitgereik nie. Groottes.							(5) *Hoeveelheid, volgens groottes en in totale, van klaargemaakte kledingstukke (as al die kledingstukke kragtens 'n sny-opdrag nog nie aan die einde van 'n loonrekonsiliasietydperk klaargemaak is nie, moet die inskrywing onder hierdie kolom die hoeveelheid, volgens groottes en in totale van kledingstukke klaargemaak tot en met die laaste dag van dié loonrekonsiliasietydperk aantoon). Groottes.							(6) *Hoeveelheid groottes en totale aantal kledingstukke in verwerkingsproses aan die einde van die dag op die datum waarop die driemaandelikse loonrekonsiliasie betrekking het (d.w.s.: Die verskil tussen kolomme 4 en 5 op die rekonsiliasiedatum). Groottes.						
			3	4	5	6	7	8	Totaal.	3	4	5	6	7	8	Totaal.	3	4	5	6	7	8	Totaal.
11/2/45	347	Langbroeke	40	40	20	20	20	20	160	—	—	—	—	—	—	—	—	—	—	—	—	—	—
13/2/45			40	40	20	20	20	20	160	10	10	10	10	10	10	60	—	—	—	—	—	—	—
15/2/45			10	10	10	10	10	10	60	10	10	10	10	10	10	60	—	—	—	—	—	—	—
25/2/45			—	—	—	—	—	—	—	10	10	10	10	—	—	40	—	—	—	—	—	—	—
10/3/45			—	—	—	—	—	—	—	60	60	20	20	30	30	220	—	—	—	—	—	—	—

* Hoeveelhede van groottes word slegs verlang wanneer verskillende verkooppryse vir die verskillende groottes van dieselfde kledingstuk gevra word.

FORM No. 2.

MATERIALS STOCK RECORD.
(See Paragraph 4 of Part IV of the Schedule.)

REFERENCE No. 44.

Full Description of Material: SUITING, ETC. Width of Cloth: 54 Inches.

RECEIPTS.							ISSUES.				
(1) Dates of Receipts into Stock.	(2) Reference to Documents of Acquisition (e.g., Purchase.)	(3) Number of Units Received (State what such Unit is.)	(4) Total Purchase Cost as Recorded in the Financial Records in the Purchases Account.	(5) Total Charges (Railage Customs, etc.).	(6) Total Cost of Receipts.	(7) Cost per Unit (see Definition, Paragraph (u) of Part 1 of Schedule.)	(8) Dates of Issues from Stock.	(9) Reference to Documents of Issue.	(10) Number of Units Issued (State what such Unit is.)	(11) Total Cost of Issues (ascertained by Reference to Columns 7 and 10.)	(12) Notes.
			£ s. d.	£ s. d.	£ s. d.	£ s. d.				£ s. d.	
1/1/45	55	1,000 yds.	—	—	512 10 0	0 10 3					To stock on hand.
1/2/45	64	5,000 yds.	2,350 0 0	212 10 0	2,562 10 0	0 10 3	10/2/45	347	200 yds.	102 10 0	
							24/2/45	347	200 yds.	102 10 0	
							10/3/45	347	200 yds.	102 10 0	
							24/3/45	347	200 yds.	102 10 0	
							31/3/45	347	200 yds.	102 10 0	
31/3/45	347	50 yds.	—	—	25 12 6	0 10 3					To returns from production.
							31/3/45	25	100 yds.	51 5 0	By sales to T. Smith, Brook Road, Wynberg.
							31/3/45	—	4,945 yds.	2,534 6 3	By stock on hand ascertained by physical stock taking.
							31/3/45	—	5 yds.	2 11 3	By stock shortage.
—	—	6,050 yds.	£2,350 0 0	£212 10 0	£3,100 12 6	—	—	—	6,050 yds.	£3,100 12 6	
1/4/45	—	4,945 yds.	—	—	£2,584 6 3	0 10 3	—	—	—	—	To stock on hand.

VORM 2.

REGISTER VAN MATERIAALVOORRAAD.
(Sien paragraaf 4 van Deel IV van die Bylae.)

VERWYSINGSNOMMER 44.

Volledige beskrywing van materiaal: KOSTUUMSTOF, ENS. Wydte van stof: 54 DUIM.

ONTVANGSTE.							UITREIKINGS.				
(1) Datums in voorraad ontvang.	(2) Verwysing na verkrygingsdokumente (bv. van aankoop).	(3) Aantal eenhede ontvang. (Vermeld wat hierdie eenheid is.)	(3) Totale aankoopkoste soos opgeteken in die finansiële registers in die aankopekrekening.	(5) Totale koste (spoorvrag, doeane, ens.).	(6) Totale koste van ontvangste.	(7) Koste per eenheid [sien omskrywing paragraaf 1 (u) van deel 1 van bylae].	(8) Datums van uitreikings uit voorraad.	(9) Verwysing na uitreikingsdokumente.	(10) Aantal eenhede uitgereik (vermeld wat hierdie eenheid is).	(11) Totale koste van uitreikings (vasgestel deur verwysing na kolomme 7 en 10).	(12) Opmerkings.
		Jaarts.	£ s. d.	£ s. d.	£ s. d.	£ s. d.			Jaarts.	£ s. d.	
1/1/45	55	1,000	—	—	512 10 0	0 10 3					Aan voorraad voorhande.
1/2/45	64	5,000	2,350 0 0	212 10 0	2,562 10 0	0 10 3	10/2/45	347	200	102 10 0	
							24/2/45	347	200	102 10 0	
							10/3/45	347	200	102 10 0	
							24/3/45	347	200	102 10 0	
							31/3/45	347	200	102 10 0	
31/3/45	347	50	—	—	25 12 6	0 10 3					Aan terugsendings uit produksie.
							31/3/45	25	100	51 5 0	Per verkope aan T. Smith, Brookweg, Wynberg.
							31/3/45	—	4,945	2,534 6 3	Per voorraad voorhande vasgestel deur materiële voorraadopname.
							31/3/45	—	5	2 11 3	Per voorraadtekort.
—	—	6,050	2,350 0 0	212 10 0	3,100 12 6	—	—	—	6,050	3,100 12 6	
1/4/45	—	4,945	—	—	2,584 6 3	0 10 3	—	—	—	—	Aan voorraad voorhande.

FORM 3.

MATERIALS CONSUMED RECORD.
(See Paragraph 5 of Part IV of the Schedule.)

REFERENCE No. _____

Description of Garment: TROUSERS.
Sizes of Garment _____
Cutting Order No. 347.
Description of Material: SUITING.

Date Cutting Commenced: 10/2/45.
Date Cutting Finished: 31/3/45.

1. Date of Issue or Return of Material to Stock.	2. Description of Material.	3. Material Stock Record Reference.	4. Number of Units Issued or Returned (Specifying the Unit).	5. Cost per Unit.	6. Total Cost.	7. Date Cutting Completed.	8. Quantity of Garments Cut.	9. Number of Units Used per Garment.	10. Actual Cost per Garment for Materials.	11. Percentage by which Estimated Cost of Materials per Garment exceeds or is less than Actual Cost of Materials per Garment.
			Yds.	s. d.	£ s. d.			Yds.	s. d.	*Excess.* *Deficit.*
10.2.45.....	Suiting....	44	200	10 3	102 10 0					
24.2.45.....	Suiting....	44	200	10 3	102 10 0					
			400		205 0 0	28.2.45	160	2½	25 7½	4·71% — See footnote: †
10.3.45.....	Suiting....	44	200	10 3	102 10 0					
24.3.45.....	Suiting....	44	200	10 3	102 10 0					
			400		205 0 0	27.3.45	160	2½	25 7½	
31.3.45.....	Suiting....	44	200	10 3	102 10 0					
31.3.45.....	Suiting (Returned)*..	44	50	10 2	25 12 6					
			150		76 17 6	31.3.45	60	2½	25 7½	
	TOTAL.....		950	10 3	486 17 6	—	380	2½	25 7½	

* Returns to be shown in a colour different from that used for the other entries.

† Arrived at by taking $\frac{26s.\ 10d.\ (Estimate) - 25s.\ 7\frac{1}{2}d.\ (Actual) \times 100}{25s.\ 7\frac{1}{2}d.\ (Actual)}$.

VORM 3. VERWYSINGSNOMMER_____

REGISTER VAN VERBRUIKTE MATERIAAL.
(Sien paragraaf 5 van Deel IV van die Bylae.)

Beskrywing van kledingstuk: LANGBROEKE.
Grootte van kledingstuk: _____
Nommer van sny-opdrag: 847.
Beskrywing van materiaal: KOSTUUMSTOF.

Datum waarop met sny begin is: 10/2/45.
Datum waarop sny voltooi is: 31/3/45.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	
Datum van uitreiking of terugsending van materiaal na voormaad.	Beskrywing van materiaal.	Verwysing, register van materiaal-voorraad.	Aantal eenhede uitgereik of teruggestuur (met vermelding van die eenhede).	Koste per eenheid.	Totale koste.	Datum waarop sny voltooi is.	Hoeveelheid kledingstukke gesny.	Aantal eenhede per kledingstuk gebruik.	Werklike koste per kledingstuk vir materiaal.	Persentasie wat geraamde koste van materiaal per kledingstuk hoër of laer as die werklike koste van materiaal per kledingstuk is.	
			Jaarts.	s. d.	£ s. d.			Jaarts.	s. d.	*Oorskryding.*	*Tekort.*
10/2/45	Kostuumstof	44	200	10 3	102 10 0						
24/2/45	Kostuumstof	44	200	10 3	102 10 0						
			400		205 0 0	28/2/45	160	2½	25 7½	4·71%	—
10/3/45	Kostuumstof	44	200	10 3	102 10 0					Sien voetnoot †	
24/3/45	Kostuumstof	44	200	10 3	102 10 0						
			400		205 0 0	27/3/45	160	2½	25 7½		
31/3/45	Kostuumstof	44	200	10 3	102 10 0						
31/3/45	Kostuumstof (terug-gestuur)*	44	50	10 3	25 12 6						
			150		76 17 6	31/3/45	60	2½	25 7½		
	TOTAAL.....	.....	950	10 3	486 17 6		380	2½	25 7½		

* Terugsendings moet aangetoon word in 'n kleur wat verskil van dié wat vir die ander inskrywings gebruik is.

† Verkry deur $\frac{\text{26s. 10d. (raming)} - \text{25s. 7½d. (werklike)} \times 100.}{\text{25s. 7½d. (werklike).}}$

FORM 4. REFERENCE No._____

RECONCILIATION OF MATERIALS PURCHASED WITH ENTRIES OF RECEIPTS IN THE MATERIALS STOCK RECORD.
(See Paragraph 7 of Part IV of the Schedule.)

Month: FEBRUARY, 1945.

1. Total Purchases for Month as per Financial Purchases Book or Record. (Being Invoice Costs.)..... £3,720. 0s. 0d.
2. Entries of Receipts in Materials Stock Record.

Date Materials Received into Stock.	Description of Material.	Materials Stock Record Reference.	Purchase Costs [see paragraph 4A (ii)(d)].	Charges (Railage, Customs, etc.).	Total Cost.
			£ s. d.	£ s. d.	£ s. d.
1.2.45.....	Suiting.....	44	2,350 0 0	212 10 0	2,562 10 0
10.2.45.....	Rayon.....	46	460 0 0	5 0 0	465 0 0
21.2.45.....	Linen.....	49	910 0 0	90 0 0	1,000 0 0
		£	3,720 0 0*	307 10 0	4,027 10 0

* NOTE.—The total amount of the purchase costs must be reconciled with the total purchases of materials for the month as entered in the purchases account in the financial books or records, and shown against 1 above.

VORM 4. VERWYSINGSNOMMER_____

REKONSILIASIE VAN MATERIAAL AANGEKOOP MET INSKRYWINGS VAN ONTVANGSTE IN DIE REGISTER VAN MATERIAALVOORRAAD.
(Sien paragraaf 7 van deel IV van die bylae.)

Maand: FEBRUARIE 1945.

1. Totale aankope vir maand soos per finansiële aankoopboek of -register (d.w.s. faktuurkoste)..... £3,720. 0s. 0d.
2. Inskrywings van ontvangste in register van materiaalvoorraad.

Datum waarop materiaal in voorraad ontvang is.	Beskrywing van materiaal.	Verwysing, register van materiaal-voorraad.	Aankoopkoste [sien paragraaf 4A (ii) (d).]	Koste (spoorvrag, doeane, ens.).	Totale koste.
			£ s. d.	£ s. d.	£ s. d.
1/2/45.....	Kostuumstowwe.....	44	2,350 0 0	212 10 0	2,562 10 0
10/2/45.....	Rayon.....	46	460 0 0	5 0 0	465 0 0
21/2/45.....	Linne.....	49	910 0 0	90 0 0	1,000 0 0
		£	*3,720 0 0	307 10 0	4,027 10 0

* LET WEL.—Die totale bedrag van die aankoopkoste moet gerekonsilieër word met die totale aankope van materiaal vir die maand soos ingeskryf in die aankooprekening in die finansiële boeke of registers en moet aangetoon word teenoor 1 hierbo.

FORM 5. REFERENCE No._____

TRIMMINGS COST RECONCILIATION.
(See Paragraph 9 of Part V of the Schedule.)
(For use in respect of those trimmings for which Stock Records and Consumed Records are not maintained).

Period: 3 months ended 31/3/45.

(1). Description of Garments.	(2). Cutting Order Numbers.	(3). Quantity of Garments Produced During Period.	(4). Trimmings Cost per Garment as per Record of Costs and Selling Prices.	(5). Total Trimming Cost Recovered (Col. 3 multiplied by Col. 4).	(6). Cost of Trimmings Used for Quarter as per Trimmings Stock Reconciliation (Form 6).	(7). Difference being Amount.		(8). Percentage by which Over-recovery or Under-recovery bears to Total Trimmings Cost Recovered.	
						Over-recovered.	Under-recovered.	Over-recovered.	Under-recovered.
			s. d.	£ s. d.	£ s. d.	%	%	%	%
Trousers.....	482	1,200	1 0	60 0 0					
Overalls.....	483	1,200	1 3	75 0 0					
Shorts, etc.....	484	2,000	0 6	50 0 0					
Total for 3 months ended 31st March, 1945.....				£1,200 0 0	£1,150 0 0	50·0		4·17	

NOTE.—To arrive at actual cost of trimmings for purposes of Form 9 all trimmings estimates applicable to unsold garments must be reduced by 4 per cent.

VORM 5. VERWYSINGSNOMMER_____

REKONSILIASIE VAN GARNEERSELKOSTE.

(Sien paragraaf 9 van deel V van die bylae.)

(Vir gebruik ten opsigte van garneersels waarvoor nie registers van voorrade en registers van verbruikte materiaal gehou word nie.)

Tydperk: DRIE MAANDE GEËINDIG 31/3/45.

(1) Beskrywing van kledingstukke.	(2) Nommers van opdragte.	(3) Hoeveelheid kledingstukke vervaardig gedurende tydperk.	(4) Garneerselkoste per kledingstuk soos per register van koste en verkooppryse.	(5) Totale garneerselkoste verhaal (kol. 3 vermenigvuldig met kol. 4).	(6) Koste van garneersels gebruik vir kwartaal soos per rekonsiliasie van garneerselvoorraad (vorm 6).	(7) Verskil synde bedrag.		(8) Persentasieverhouding van bedrag te veel verhaal of te min verhaal tot totale garneerselkoste verhaal.	
						Te veel verhaal.	Te min verhaal.	Te veel verhaal.	Te min verhaal.
			s. d.	£ s. d.	£ s. d.	%	%	%	%
Langbroeke.....	482	1,200	1 0	60 0 0					
Oorpakke.....	483	1,200	1 3	75 0 0					
Kortbroekies ens.	484	2,000	0 6	50 0 0					
Totaal vir drie maande geëindig 31 Maart 1945.....				1,200 0 0	1,150 0 0	50·0		4·17	

LET WEL.—Ten einde werklike koste van garneersels vir doeleindes van vorm 9 te bereken, moet alle ramings van garneersels wat betrekking het op kledingstukke wat nie verkoop is nie; met 4 persent verminder word.

FORM 6. REFERENCE NO:_____

TRIMMINGS STOCK RECONCILIATION.

(See Paragraph 10 of Part V of the Schedule.)

NOTE.—This form applies only to Manufacturers who prepare Trimmings Cost Reconciliation in the manner set out in Form 5.

Period: 3 months ended 31/3/45.

	£ s. d.	£ s. d.
1. Stock on Hand on 1st January, 1945 (Cost Value).....	—	400 0 0
2. Add Actual Cost of Purchases as per Financial Accounts for 3 Months ended 31st March, 1945.....	—	1,200 0 0
		1,600 0 0
3. Deduct—		
(i) Cost Value of Sales and Other Disposals as per Summary below.....	7 0 0	
(ii) Total Cost Value of Stock on hand at 31st March, 1945.....	443 0 0	
		450 0 0
4. Balance being Assumed Cost of Trimmings used in Production and inserted in Column 6 of Form 5.....	—	£1,150 0 0

RECORD OF SALES AND OTHER DISPOSALS.

(1). Date of Sale or other Disposal.	(2). To Whom Sold or if not Sold, Method of Disposal.	(3). Description of Trimmings Sold or otherwise Disposed of.	(4). Sales Invoice Number or other Reference.	(5). Number of Units sold or Disposed of.	(6). Cost per Unit.	(7). Total Cost Value of Sale or other Disposal.	(8). Notes.
						£ s. d.	
2.1.45.....	Sold to Winey & Co.....	Grey Buttons.....	52	1 gross.....	1s. per doz.	0 12 0	
15.2.45.....	Sold to Black & White.	White Silk Lining.....	58	50 yds.....	1s. 3d. per yd.	3 2 6	
	Etc.....	—	—	—	—	3 5 6	
		Total for 3 Months ended	31st March, 1945.....			£7 0 0	

VORM 6. VERWYSINGSNOMMER_____

REKONSILIASIE VAN GARNEERSELVOORRAAD.

(Sien paragraaf 10 van deel V van die bylae.)

LET WEL.—Hierdie vorm het slegs betrekking op fabrikante wat 'n rekonsiliasie van garneerselkoste opstel soos in vorm 5 aangetoon.

Tydperk: DRIE MAANDE GEËINDIG 31/3/45.

	£ s. d.	£ s. d.
1. Voorraad voorhande op 1 Januarie 1945 (kosprys).....	—	400 0 0
2. Tel by werklike koste van aankope soos per finansiële rekenings vir 3 maande geëindig 31 Maart 1945.....	—	1,200 0 0
		1,600 0 0
3. Trek af—		
(i) Kosprys van verkope en ander vervreemdings soos per opsomming hieronder.....	7 0 0	
(ii) Totale kosprys van voorraad voorhande op 31 Maart 1945.....	443 0 0	
		450 0 0
4. Balans synde aangenome koste van garneersels gebruik by vervaardiging en ingevoeg in kolom 6 van vorm 5.....	—	£1,150 0 0

REGISTER VAN VERKOPE EN ANDER VERVREEMDINGS.

(1) Datum van verkoop of ander vervreemding.	(2) Aan wie verkoop, of indien nie verkoop nie, wyse van vervreemding.	(3) Beskrywing van garneersels verkoop of andersins vervreem.	(4) Verkoopfaktuurnommer of ander verwysing.	(5) Getal eenhede verkoop of vervreem.	(6) Koste per eenheid.	(7) Totale kosprys van verkoop of ander vervreemding.	(8) Opmerkings.
						£ s. d.	
2/1/45.....	Verkoop aan Poggenpoel en Kie.	Grys knope.....	52	1 gros	1s. per dos.	0 12 0	
15/2/45.....	Verkoop aan de Wit en de Bruin, ens.	Wit syvoering.....	58	50 jaarts	1s. 3d. per jrt.	3 2 6	
		—				3 5 6	
		Totaal vir 3 maande geëindig 31 Maart 1945.....				£7 0 0	

FORM 7

REFERENCE NO.____

WAGE COST RECONCILIATION.

(See Paragraph 13 of Part VI of the Schedule.)

THREE MONTHS ENDED ON 31/3/45.

(1) Description of Garments.	(2) Cutting Order Number.	(3) Quantity of Garments Produced.		(4) Estimated Wage Cost per Garment as per Cost Record.		(5) Total Wage Cost Recovered (col. 3 multiplied by col. 4).		(6) Total (finished and unfinished).
		Finished.	Unfinished.	Finished.	Unfinished.	Finished.	Unfinished.	
				s. d.	s. d.	£	£ s. d.	£ s. d.
Shorts	350	400	100	2 0	1 0	40	5 0 0	45 0 0
Jackets	352	800	200	3 6	1 9	140	17 10 0	157 10 0
Overalls	363	2,000	400	1 6	0 9	150	15 0 0	165 0 0
Trousers	387	6,000	480	2 6	1 3	750	30 0 0	780 0 0
						£1,080	£67 10 0	£1,147 10 0

	£ s. d.
1. Total wages cost recovered	1,147 10 0
2. Less wages included in unfinished work as per last return	47 10 0
3. Estimated wages recovered in costs	£1,100 0 0
4. Direct wages paid (that is, excluding wages regarded as factory overhead expenses in terms of paragraph 15 of the Schedule) as per *wage book* for three months ended 31/3/45	1,055 0 0
5. Difference being wages $\frac{\text{over (plus)}}{\text{under (minus)}}$ recovered; plus	45 0 0
6. Therefore percentage by which wages estimates $\frac{45 \times 100}{1,100} = 4{\cdot}09$, say 4 per cent., must be *reduced*, is	

At the close of day on which the wage book or record is made up for the last week or other period of the three-monthly wage period, the stock of unfinished garments must be determined and valued at half the estimated wage cost of completed garments. The stock of unfinished garments is to be determined by taking the number of garments cut in respect of each cutting order number and deducting therefrom the number finished. This quantity will be revealed by the record prescribed in Part II of this Schedule.

VORM 7.

VERWYSINGSNOMMER____

REKONSILIASIE VAN LOONKOSTE.

(Sien paragraaf 13 van deel VI van die bylae.)

DRIE MAANDE GEËINDIG: 31/3/45.

(1) Beskrywing van kledingstukke.	(2) Nommer van sny-opdrag.	(3) Hoeveelheid kledingstukke vervaardig.		(4) Geraamde loonkoste per kledingstuk soos per register van koste.		(5) Totale loonkoste verhaal (Kol. 3 vermenigvuldig met kol. 4).		(6) Totaal (klaar en nie klaar nie.
		Klaar.	Nie klaar nie.	Klaar.	Nie klaar nie.	Klaar.	Nie klaar nie.	
				s. d.	s. d.	£	£ s. d.	£ s. d.
Kortbroekies	350	400	100	2 0	1 0	40	5 0 0	45 0 0
Baadjies	352	800	200	3 6	1 9	140	17 10 0	157 10 0
Oorpakke	363	2,000	400	1 6	0 9	150	15 0 0	165 0 0
Langbroeke	387	6,000	480	2 6	1 3	750	30 0 0	780 0 0
						£1,080	£67 10 0	£1,147 10 0

	£ s. d.
1. Totale loonkoste verhaal	1,147 10 0
2. Min loon ingesluit by werk wat nie klaar is nie, soos per jongste opgawe	47 10 0
3. Geraamde lone in koste verhaal	£1,100 0 0
4. Direkte lone betaal (d.w.s. met uitsondering van lone wat kragtens paragraaf 13 van die bylae as indirekte fabrieksuitgawes beskou word) soos per *loonboek* vir driemaande geëindig 31/3/45	£1,055 0 0
5. Verskil syndo lone te veel (plus) verhaal; plus	45 0 0
te min (minus)	
6. Dus, persentasie waarmee loonramings *verminder* moet word is $\frac{45 \times 100}{1,100} = 4{\cdot}09$, sê 4%	

Aan die einde van die dag waarop inskrywings in die loonboek of register gedoen word vir die afgelope week of ander tydperk van die loontydperk van drie maande, moet die voorraad kledingstukke wat nie klaar is nie, bepaal en gewaardeer word teen die helfte van die geraamde loonkoste van kledingstukke wat klaar is. Die voorraad kledingstukke wat nie klaar is nie, moet bepaal word deur die getal kledingstukke wat klaar is af te trek van die getal kledingstukke wat ten opsigte van elke snyopdrag gesny is. Hierdie hoeveelheid sal aangetoon word deur die register wat in deel II van hierdie bylae voorgeskryf is.

FORM 8.

REFERENCE NO.____

METHOD OF ASCERTAINING COST OF FACTORY OVERHEAD EXPENSES PER GARMENT.

(See Paragraph 15 of Part VII of the Schedule.)

1. Factory overhead expenses incurred for period of _____ months ended on _____
   - (a) Rent paid for that part of the factory premises used for the manufacture of clothing or if no rent is paid, an amount calculated at a rate not exceeding 8 per cent. per annum of the municipal valuation of land and buildings used as premises for the manufacture of clothing — £____
   - (b) Depreciation on plant and factory equipment at rates allowed by the Receiver of Revenue for income tax purposes — £____
   - (c) Factory insurance and workmen's compensation insurance — £____
   - (d) Municipal charges for light, power, water and rates (if any payable) for factory premises — £____
   - (e) Maintenance of plant and premises other than improvements, replacements and structural alterations — £____
   - (f) Wages and salaries (including cost of living allowances, holiday and leave pay) of persons engaged indirectly in the production of clothing (e.g., works managers, designers, foremen, overseers, mechanics, watchmen, etc.) classified under the headings and subject to the following maxima:—
     - (i) Directors, proprietors or partners up to an amount not exceeding the amount authorised in writing by the Price Controller or otherwise an amount that does not exceed £1,200 per annum for each of not more than two such persons — £____
     - (ii) Spouses, parents, children, brothers, sisters, nephews and nieces of directors, proprietors or partners up to an amount not exceeding the amount authorised in writing by the Price Controller for each such person (No amount may be included under this item unless the written permission of the Price Controller has been received and the amount authorised in writing) — £____
     - (iii) Persons other than the above up to an amount not exceeding a wage or salary at the rate of £1,200 per annum for any person who receives no direct wage and, for any person who receives any direct wage, up to an amount not exceeding a salary or wage at the annual rate of the difference between a wage or salary of £1,200 per annum and the annual rate of the direct wage received by such person — £____
   - (g) Salaries and wages (including cost of living allowances, holiday and leave pay) of any employees working full time on the preparation and maintenance of cost accounts and records or production and sales statistics but not on bookkeeping and financial accounts and/or the proportionate part of the salary or wages (including cost of living allowances, holiday and leave pay) paid to not more than one employee for his part-time services given to the preparation and maintenance of cost accounts and records or production and sales statistics but not on bookkeeping and financial accounts — £____
   - (h) Unemployment, sick benefit funds and Industrial Council fees — £____
   - (i) Packing material — £____
   - (j) Other general factory expenses (e.g., consumable stores, patterns, etc.) of which details must be given — £____
     (NOTE.—The costs of samples are regarded as selling expenses and may therefore not be included under this heading as general factory expenses.)
2. The cost of direct labour for the same period equals — £____
3. Percentage of factory overhead expenses on direct wages equals—
   $\frac{\text{Total cost of factory overhead expenses for period} \times 100}{\text{Total cost of direct labour for same period}}$ equals _____ %
4. Therefore, cost per garment of factory overhead expenses equals the amount equivalent to the above percentage of the cost of direct wages per garment inserted in the record of costs and selling prices.

VORM 8. VERWYSINGSNO._____

METODE VAN DIE BEREKENING VAN INDIREKTE FABRIEKSUITGAWES PER KLEDINGSTUK.

(Sien paragraaf 15 van deel VII van die bylae).

1. Indirekte fabrieksuitgawes aangegaan vir die tydperk van maande geëindig op_____
   - (*a*) Huur betaal vir die gedeelte van die fabrieksperseel wat vir die vervaardiging van kledingstukke gebruik word, of indien huur nie betaal word nie, 'n bedrag bereken teen hoogstens 8 persent per jaar van die munisipale waardasie van die grond en gebou wat as persele vir die vervaardiging van klerasie gebruik word..... £_____
   - (*b*) Waardevermindering op installasie en fabrieksuitrusting teen tariewe wat deur die Ontvanger van Inkomste vir inkomstebelasting-doeleindes toegelaat word..... £_____
   - (*c*) Fabrieksverseking en werksmenseskadeloosstellingsversekering..... £_____
   - (*d*) Munisipale vorderings vir ligte, krag, water en belastings (indien betaalbaar) op fabrieksperseel..... £_____
   - (*e*) Instandhouding van installasie en persele, behalwe verbeterings, vervangings, en bouveranderings..... £_____
   - (*f*) Lone en salarisse (insluitende lewenskostetoelae, vakansie- en verlofbetaling) van persone wat indirek in verband met die vervaardiging van kledingstukke in diens is (b.v. Werkbestuurders, Ontwerpers, Voormanne, Toesighouers, Werktuigkundiges, Opsigters, ens.) onder die volgende hoofde geklassifiseer en onderworpe aan die volgende maksimums :—
     - (i) Direkteure, eienaars of vennote tot hoogstens 'n bedrag wat deur die pryskontroleur skriftelik goedgekeur is of anders hoogstens 'n bedrag van £1,200 per jaar vir elk van nie meer as twee van die persone nie..... £_____
     - (ii) Gades, ouers, kinders, broers, susters, neefs en niggies van direkteurs, eienaars of vennote tot hoogstens die bedrag wat deur die pryskontroleur vir elkeen skriftelik gemagtig (onder hierdie hoof mag geen bedrag ingesluit word tensy die pryskontroleur skriftelik toestemming daartoe verleen het en die bedrag skriftelik gemagtig is)..... £_____
     - (iii) Ander persone as bogenoemde tot hoogstens 'n loon of salaris van £1,200 per jaar vir enigeen wat geen direkte loon ontvang nie en, vir enigeen wat 'n direkte loon ontvang, 'n salaris of loon tot hoogstens die jaarlikse verskil tussen 'n loon of salaris van £1,200 per jaar en die jaarlikse direkte loon wat die persoon ontvang..... £_____
   - (*g*) Salarisse en lone (insluitende lewenskostetoelae, vakansie- en verlofbetaling) van enige werknemers wat voltyds werksaam is aan die opstel en byhou van kosterekenings en -registers of produksie- en verkoopstatistieke, maar nie aan boekhou en finansiële rekenings nie en/of die oewerdige gedeelte van die salaris of lone (insluitende lewenskostetoelae, vakansie- en verlofbetaling) wat aan meer as een diensnemer vir sy deeltydse dienste betaal is in verband met die opstel en byhou van kosterekenings en -registers of produksie- en verkoopstatistieke dog nie i.v.m. boekhou en finansiële rekenings nie..... £_____
   - (*h*) Gelde vir werkloosheid-, siektebystandfondse en nywerheidsraadgelde..... £_____
   - (*i*) Verpakkingsmateriaal..... £_____
   - (*j*) Ander algemene fabrieksuitgawes (b.v. verbruikbare voorrade, patrone, ens.) waarvan besonderhede aangegee moet word..... £_____
     (OPMERKING.—Die koste van monsters word as verkoopuitgawes beskou en mag dus nie onder hierdie hoof as algemene fabrieksuitgawes ingesluit word nie.)
2. Die koste van direkte arbeid vir dieselfde tydperk is gelyk aan..... £_____
3. Die persentasie van indirekte fabrieksuitgawes aan direkte lone is gelyk aan—

$$\frac{\text{Totale koste van indirekte fabrieksuitgawes vir die tydperk} \times 100}{\text{Totale koste van direkte arbeid vir dieselfde tydperk.}} = _____\%.$$

4. Die koste van indirekte fabrieksuitgawes per kledingstuk is dus gelyk aan 'n bedrag wat gelykstaande met bogenoemde persentasie van die koste van direkte lone per kledingstuk in die Register van Koste en Verkoopprys ingeskryf.

FORM 9. REFERENCE NO. 82.

RECORD OF COSTS SELLING PRICES AND STOCKS.

(See Paragraph 16 of Part VIII of the Schedule.)

DESCRIPTION OF GARMENT: TROUSERS. CUTTING ORDER NO. 347. DATE PRODUCTION COMMENCED: 10/2/45.

MAXIMUM PERCENTAGE OF GROSS PROFIT AUTHORISED BY PRICE CONTROLLER: 20 PER CENT. DATE PRODUCTION COMPLETED: 31/3/45.

ESTIMATES. ESTIMATES PER GARMENT.	Headings against which estimates (where indicated) and relevant data is to be *inserted*.	ADJUSTMENTS. (See Note 1 below.)	COSTS AND OTHER DATA AS ASCERTAINED FROM RECORDS. BATCH NO. 1.			BATCH NO. 3.			COMPLETE CUTTING ORDER.		
	1. Period of production (no entry under estimates)	——→	10/2/45 25/2/45			10/3/45 21/3/45			10/2/45 21/3/45		
	2. Quantity produced (no entry under estimates)	——→									
	*Sizes_____										
	" _____										
	" _____										
	TOTALS——→										
2¼ yds.	3. (*a*) Material ——→ (No. of units required per garment)		160 2¼ yds.			220 2¼ yds.			80 2¼ yds.		
10s. 3d. per yd.	(*b*) Material ——→ (Cost per unit)		10s. 3d. per yd.			10s. 3d. per yd.			10s. 3d. per yd.		
	(*c*) Material ——→ (Total number of units required for batch or cutting order) (No entry under estimates)		400 yds.			550 yds.			950 yds.		
									TOTAL FINAL COSTS OF CUTTING ORDER.		
			Reference to Form or Record.	Actual costs per garment.	Total costs of btch or cutting order.	Reference to Form or Record.	Actual costs per garment.	Total costs of batch or cutting order.	Reference to Form or Record.	Actual costs per garment.	Total costs of cutting order.
£ s. d. 1 6 10	(*d*) Material ——→ (Cost per garment).....	−4·71%	48	£ s. d. 1 5 7½	£ s. d. 205 0 0	48	£ s. d. 1 5 7½	£ s. d. 281 17 6	48	£ s. d. 1 5 7½	£ s. d. 486 17 6
0 1 0	4. Trimmings——→	−4%		0 0 11½	7 13 4		0 0 11½	10 10 10		0 0 11½	18 4 2
0 3 0	5. Direct wages——→	−4%		0 2 10½	23 0 0		0 2 10½	31 12 6		0 2 10½	54 12 6
0 0 7 20%	6. Factory overheads ——→ (Indicating percentage on direct wages)		20%	0 0 6	4 0 0	20%	0 0 6	5 10 0	20%	0 0 6	9 10 0
1 11 5	7. Factory cost——→			1 9 11½	239 13 4		1 9 11½	329 10 10		1 9 11½	569 4 2
0 4 1 13%	8. Gross profit——→ (Indicating percentage on factory cost)		18·5%	0 5 6½	44 6 8	18·5%	0 5 6½	60 19 2	18·5%	0 5 6½	105 5 10
£ 1 15 6	9. Selling price——→		£	1 15 6	284 0 0	£	1 15 6	390 10 0	£	1 15 6	674 10 0

NOTE 1.—ADJUSTMENTS: That is percentage excess or deficit on materials (column 11, Form 8) and percentage by which variations are to be made in estimates in terms of Forms 5 and 7.

* Quantities of sizes are only required where different selling prices are used for different sizes of the same garment.

RECORD OF SELLING PRICES, AND STOCKS.

(1) Year and month.	(2) Size of garments sold if required in terms of provisions of Schedule.	(3) Quantity sold.	(4) Price charged.	(5) Sales value.	(6) Sales analysis reference number.	(7) Quantity finished as per Production Register.	(8) Quantity disposed of other than by sales.	(9) Total disposals (col. 3 plus col. 8).	(10) Balance on hand at end of each month.	(11) Stock on hand revealed by physical stock-taking.	(12) Difference.	(13) Notes.
1945—			£ s. d.	£ s. d.								
Feb....	—	40	1 15 6	71 0 0	14	160	—	40	120	—	—	
March..	—	110	1 15 6	195 5 0	16	220	—	110	230	—	—	
April...	—	150	1 16 6	266 5 0	17	—	—	150	80	80	—	
May....	—	50	1 15 6	88 15 0	19	—	—	50	30	—	—	
June...	—	20	1 15 6	35 10 0	20	—	—	20	10	—	—	
July...	—	10	1 15 6	17 15 0	21	—	—	10	—	—	—	
Aug....	—	—	—	—	—	—	—	—	—	—	—	
Sept....	—	—	—	—	—	—	—	—	—	—	—	
Oct....	—	—	—	—	—	—	—	—	—	—	—	
Nov....	—	—	—	—	—	—	—	—	—	—	—	
Dec....	—	—	—	—	—	—	—	—	—	—	—	

VORM 9

REGISTER VAN KOSTE, VERKOOPPRYSE EN VOORRADE.

(Sien Deel VIII, Paragraaf 16 van die Bylae.)

VERWYSINGSNO. 82.

BESKRYWING VAN KLEDINGSTUK: LANGBROEK. SNY-OPDRAG NO. 347. DATUM WAAROP MET VERVAARDIGING BEGIN: 10/2/45.

MAKSIMUM PERSENTASIE VAN BRUTO-PROFYT VOLGENS MAGTIGING VAN PRYSKONTROLEUR: 20 PERSENT. DATUM WAAROP VERVAARDIGING VOLTOOI 31/3/45.

RAMINGS. RAMINGS PER KLEDINGSTUK.	Hoofde waarteenoor ramings (waar aangedui) en betrokke gegewens aangegee moet word.	VERREKENINGS. (Sien Opmerking 1 hieronder).	KOSTE EN ANDER GEGEWENS VOLGENS DIE REGISTERS. KLOMP NO. 1.			KLOMP NO. 2.			VOLLEDIGE SNY-OPDRAG.		
			Verwysing na vorm of register.	Werklike koste per kledingstuk.	Totale koste per klomp of sny-opdrag.	Verwysing na vorm of register.	Werklike koste per kledingstuk.	Totale koste per klomp of sny-opdrag.	Verwysing na vorm of register.	Werklike koste per kledingstuk.	Totale koste per sny opdrag.
	1. Tydperk van vervaardiging (geen inskrywing onder ramings)	——→		10/2/45 25/2/45			10/3/45 21/3/45			10/2/45 21/3/45	
	2. Getal vervaardig (geen inskrywing onder ramings)	——→									
	*Grootte										
	"										
	"										
	TOTALE ——→			160			220			380	
2½ jrt.	3. (a) Materiaal ——→ (Getal eenhede per kledingstuk benodig)			2½ jrt.			2½ jrt.			2½ jrt.	
10s. 3d. per jrt.	(b) Materiaal ——→ (Koste per eenheid)			10s. 3d. per jrt.			10s. 3d. per jrt.			10s. 3d. per jrt.	
	(c) Materiaal ——→ (Totale getal eenhede vir klomp sny-opdrag benodig)			400 jrt.			550 jrt.			950 jrt.	
	(Geen inskrywing onder ramings)									TOTALE FINALE KOSTE VAN SNY-OPDRAG.	
£ s. d. 1 6 10	(d) Materiaal ——→ (Koste per kledingstuk).....	-4·71%	48	£ s. d. 1 5 7½	£ s. d. 205 0 0	48	£ s. d. 1 5 7½	£ s. d. 281 17 6	48	£ s. d. 1 5 7½	£ s. d. 486 17 6
0 1 0	4. Garneersels ——→	-4%		0 0 11½	7 13 4		0 0 11½	10 10 10		0 0 11½	18 4 2
0 3 —	5. Direkte lone ——→	-4%		0 2 10½	23 0 0		0 2 10½	31 12 6		0 2 10½	54 12 6
0 0 7 20%	6. Indirekte fabriekskoste uitgawe ——→ (Met vermelding van persentasie vir direkte lone)		20%	0 0 6	4 0 0	20%	0 0 6	5 10 0	20%	0 0 6	9 10 0
1 11 5	7. Fabriekskoste ——→			1 9 11½	239 13 4		1 9 11½	329 10 10		1 9 11½	569 4 2
0 4 1 13%	8. Bruto wins ——→ (Met vermelding van persentasie vir fabriekskoste)		18·5%	0 5 6½	44 6 8	18·5%	0 5 6½	60 19 2	18·5%	0 5 6½	105 5 10
£ 1 15 3	9. Verkoopprys ——→		£	1 15 6	284 0 0	£	1 15 6	390 10 0	£	1 15 6	674 10 0

OPMERKING 1.—VERREKENINGS: D.w.s. die persentasie oorskot of tekort ten opsigte van materiaal (vorm 3, kolom 11) en die persentasie waarmee ramings verander moet word ooreenkomstig Vorms 5 en 7.

* Hoeveelhede groottes word slegs verlang indien verskillende verkoopprys vir verskillende groottes van dieselfde kledingstuk gevra word.

REGISTER VAN VERKOOPPRYSE EN VOORRADE.

(1) Jaar en Maand.	(2) Grootte van verkoopte kledingstukke indien ingevolge bepalings van bylae vereis.	(3) Hoeveelheid verkoop.	(4) Prys gevra.	(5) Waarde van verkope.	(6) Verkoops-ontleding se verwysingsnommer.	(7) Hoeveelheid klaargemaak volgens produksie-register.	(8) Hoeveelheid op ander wyse as deur verkoop vervreem.	(9) Totale vervreemdings (kol. 3 plus kol. 8).	(10) Getal voorradig aan einde van elke maand.	(11) Voorrade volgens materiële voorraadsopname.	(12) Verskil.	(13) Opmerkings.
1945—			£ s. d.	£ s. d.								
Feb....	—	40	1 15 6	71 0 0	14	160	—	40	120	—	—	
Maart..	—	110	1 15 6	195 5 0	16	220	—	110	230	—	—	
April ..	—	150	1 15 6	266 5 0	17	—	—	150	80	80	—	
Mei....	—	50	1 15 6	88 15 0	19	—	—	50	30	—	—	
Junie...	—	20	1 15 6	35 10 0	20	—	—	20	10	—	—	
Julie..	—	10	1 15 6	17 15 0	21	—	—	10	—	—	—	
Aug....	—	—	—	—	—	—	—	—	—	—	—	
Sept...	—	—	—	—	—	—	—	—	—	—	—	
Okt....	—	—	—	—	—	—	—	—	—	—	—	
Nov....	—	—	—	—	—	—	—	—	—	—	—	
Des....	—	—	—	—	—	—	—	—	—	—	—	

FORM 10.

REFERENCE NO. 14.

SALES ANALYSIS.

(See Paragraph 17 of Part VIII of the Schedule).

Month: FEBRUARY, 1945.

Description of Garment.		TROUSERS.				COATS.				SUITS.				Total Sales.
Date.	Cutting Order Number.	347				348				349				As per Sales.
		Sizes.	Quantity.	Price.	Value.	Sizes.	Quantity.	Price.	Value.	Sizes.	Quantity.	Price.	Value.	Day Book or Invoices.
				s. d.	£ s. d.			s.	£ s. d.			s.	£ s. d.	£ s. d.
1/2/45	Invoice Nos. 350-60.....		6	35 6	10 13 0		4	75	15 0 0		12	100	60 0 0	110 12 0
2/2/45	Invoice Nos. 361-72.....		3	35 6	5 6 6		2	75	7 10 0		6	100	30 0 0	85 6 0
3/2/45	Invoice Nos. 373-86, for etc.,		6	35 6	10 13 0		6	75	22 10 0		3	100	etc. 15 0 0	74 2 0
1/2/45 to 28/2/45	Total for Month.....		40	35 6	71 0 0		30	75	112 10 0		40	100	00 0 0	2,265 4 0

Reference to Record of Costs and Selling Prices 82. 83. 84.

VORM 10. VERWYSINGSNO. 14.

VERKOOPONTLEDING.
(Sien paragraaf 17 van Deel VIII van die Bylae).

Maand: FEBRUARIE, 1945

	Beskrywing van kledingstuk.	LANGBROEKE.				BAADJIES.				PAKKE.				Totale fei
Datum.	Sny-opdragno.	347				348				349				Per verkope.
		Grootte.	Hoeveelheid.	Prys.	Waarde.	Grootte.	Hoeveelheid.	Prys.	Waarde.	Grootte.	Hoeveelheid.	Prys.	Waarde.	Dagboek of faktures.
				s. d.	£ s. d.			s.	£ s. d.			s.	£ s. d.	£ s. d.
1/2/45	Faktuurnos. 350–60.....		6	35 6	10 13 0		4	75	15 0 0		12	100	60 0 0	110 12 0
2/2/45	Faktuurnos. 361–72:.....		3	35 6	5 6 6		2	75	7 10 0		6	100	30 0 0	85 6 0
3/2/45	Faktuurnos. 373–86, ens.....		6	35 6	10 13 0		6	75	22 10 0		3	100	15 0 0	74 2 0
1/2/45 28/2/45	Totaal vir maand.....		40	35 6	71 0 0		30	75	112 10 0		40	100	200 0 0	2,265 4 0
Verwysing	na Register van Koste- en Verkoop	pryse			82				83.				84.	

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