

EXTRAORDINARY



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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 linkerboek met 'n * gemerk.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 2580.]

[27 October 1950.

INDUSTRIAL CONCILIATION ACT, 1947.

MOTOR INDUSTRY, EASTERN PROVINCE.

I, BAREND JACOBUS SCHOEMAN, Minister of Labour, do hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1947, declare that all the provisions of the Agreement which appears in the Schedule hereto, and which relates to the Motor Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon the employers' organization and 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 1, 4 to 8 (inclusive) and 10 of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday upon the other employers and employees engaged or employed in the said Industry in the Magisterial Districts of Port Elizabeth, Uitenhage, Bathurst, Albany, Adelaide, Bedford, Cradock, Maraisburg, Steynsburg, Colesberg, Hanover, Richmond (Cape), Murraysburg, Aberdeen, Willowmore, Oudtshoorn (including that portion transferred to the Calitzdorp District by Proclamations Nos. 124 and 125, dated the 28th May, 1945), Mossel Bay, Venterstad, George, Knysna, Uniondale, Humansdorp, Steytlerville, Jansenville, Middelburg (Cape), Pearson, Somerset East Alexandria and Graaff-Reinet.
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Port Elizabeth, Uitenhage, Bathurst, Albany, Adelaide, Bedford, Cradock, Maraisburg, Steynsburg, Colesberg, Hanover, Richmond (Cape), Murraysburg, Aberdeen, Willowmore, Oudtshoorn (including that portion transferred to the Calitzdorp District by Proclamations Nos. 124 and 125, dated the 28th May, 1945), Mossel Bay, Venterstad, George, Knysna, Uniondale, Humansdorp, Steytlerville, Jansenville, Middelburg (Cape), Pearson, Somerset-Oos, Alexandria and Graaff-Reinet.

GOEWERMENTSKENNISGEWING.

Die volgende Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 2580.]

[27 Oktober 1950.

NYWERHEID-VERSOENINGSWET, 1937.

MOTOR NYWERHEID, OOSTELIKE PROVINSIE.

Ek, BAREND JACOBUS SCHOEMAN, Minister van Arbeid, verklaar hierby—

- (a) kragtens subartikel (1) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae verskyn en betrekking het op die Motornywierheid vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing, en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die werkgewersorganisasie en 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 *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 4 tot en met 8 en 10 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag bindend is op die ander werkgewers en werknemers betrokke by of in diens van genoemde Nywerheid in die magistraatsdistrikte Port Elizabeth, Uitenhage, Bathurst, Albany, Adelaide, Bedford, Cradock, Maraisburg, Steynsburg, Colesberg, Hanover, Richmond (Kaap), Murraysburg, Aberdeen, Willowmore, Oudtshoorn (insluitende die gedeelte oorgeplaas na die Calitzdorp distrik by Proklamasies Nos. 124 en 125, gedateer 28 Mei 1945), Mosselbaai, Venterstad, George, Knysna, Uniondale, Humansdorp, Steytlerville, Jansenville, Middelburg (Kaap), Pearson, Somerset-Oos, Alexandria en Graaff-Reinet.
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 1, 4 tot en met 8 en 10 van genoemde Ooreenkoms vanaf die tweede Maandag na datum van publikasie van hierdie kennisgewing en vir die tydperk wat eindig een jaar vanaf die genoemde tweede Maandag in die magistraatsdistrikte Port Elizabeth, Uitenhage, Bathurst, Albany, Adelaide, Bedford, Cradock, Maraisburg, Steynsburg, Colesberg, Hanover, Richmond (Kaap), Murraysburg, Aberdeen, Willowmore, Oudtshoorn

Somerset East, Alexandria and Graaff-Reinet and from the second Monday after the date of publication of this notice and for the period ending one year from the said second Monday, the provisions contained in clauses 1, 4 to 8 (inclusive) and 10 of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said Industry as are not included in the definition of the expression "employee" contained in section one of the said Act.

B. J. SCHOEMAN,
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE MOTOR INDUSTRY, EASTERN PROVINCE.

AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, 1937, made and entered into by and between the South African Motor Industry Employers' Association (hereinafter referred to as "the employers" or "the employers' organisation"), of the one part, and the

Motor Industry Employees' Union of South Africa (hereinafter referred to as "the employees" or the "trade union"), of the other part, being parties to the Industrial Council for the Motor Industry (Eastern Province),

1. DEFINITIONS.

All expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1937, shall have the same meaning as in that Act, any 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;
"apprentice" means an employee serving under a written contract of apprenticeship registered or deemed to have been registered under the Apprenticeship Act, 1944;
"Area A" means and includes the Magisterial Districts of Port Elizabeth and the municipal area of Uitenhage;
"Area B" means and includes the Magisterial Districts of Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesberg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Cape), Mossel Bay, Murraysburg, Oudtshoorn (including that portion transferred to the Magisterial District of Calitzdorp by Proclamations Nos. 124 and 125 date 28th May, 1945, published in *Government Gazette* No. 3511, dated 22nd June, 1945), Pearson, Richmond (Cape), Steynsburg, Steytlerville, Somerset East, Uitenhage (excluding the municipal area of Uitenhage), Uniondale, Venterstad and Willowmore.

"Council" means the Industrial Council for the Motor Industry (Eastern Province) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to be registered in terms of the Act;

"clear working day" means that period on any day during which the usual day's shift is worked;

"dependant" means the wife and/or children under the age of 18 years of a contributor;

"fund week" means a week calculated from midnight between Friday and Saturday to midnight the next succeeding Friday and Saturday;

"basic weekly wage" means the minimum weekly wage prescribed for a member of the fund in any current wage regulating instrument which is binding under the Act, or, in the absence of such instrument, in the last wage regulating instrument applicable to the industry and where hourly rates are so prescribed it shall mean the minimum hourly rate multiplied by the number of weekly hours ordinarily worked by a member;

"journeyman" means an employee—

(i) who has completed five years' apprenticeship in a designated trade in the Industry which has been designated under the Apprenticeship Act, 1922, or the Apprenticeship Act, 1944;

(ii) an employee other than an apprentice, who is employed in any one or more of the following operations or occupations in connection with motor vehicles: dismantling, assembling, erecting, testing, repairing, adjusting, overhauling, wiring, body repairing, upholstering, spraying, painting, polishing, trimming, forging, wheelbuilding, motor sheet metal working, fitting, turning, machining, making or repairing parts, brass finishing, spring making, blacksmithing, welding, coppersmithing, leadburning, plumbing and moulding;

(insluitende die gedeelte oorgeplaas na die Calitzdorp distrik by Proklamasies Nos. 124 en 125, gedateer 28 Mei 1945), Mosselbaai, Venterstad, George, Knysna, Uniondale, Humansdorp, Steytlerville, Jansenville, Middelburg (Kaap), Pearson, Somerset-Oos, Alexandria en Graaff-Reinet *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde Nywerheid wat nie by die woordomskrywing van die uitdrukking "werkneem" vervat in artikel een van genoemde Wet ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE MOTORYWERHEID— OOSTELIKE PROVINSIE.

OOREENKOMS

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

"South African Motor Industry Employers' Association" (hierna genoem "die werkgewers" of "die werkgewersorganisasie"), aan die een kant, en die

"Motor Industry Employees' Union of South Africa" (hierna genoem "die werkneemers" of "die vakvereniging"), aan die ander kant, wat die partye is by die Nywerheidsraad vir die Motorywerheid (Oostelike Provinsie).

1. WOORDBEPALINGS.

Alle uitdrukings wat in hierdie Ooreenkoms gebruik word en in die Nywerheid-versoeningswet, 1937, bepaal is, het dieselfde betekenis as in daardie Wet, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui ook vrouens in; voorts, tensy dit strydig is met die samehang, beteken—

"Wet", die Nywerheid-versoeningswet, 1937;
"vakleerling", 'n werkneem wat in diens is ooreenkommig 'n skriftelike leerlingkontrak wat kragtens die Wet op Vakleerlinge, 1944, geregistreer is of beskou word as geregistreer te wees;

"gebied A", dat dit insluit die magistraatsdistrik Port Elizabeth en die munisipaliteit van Uitenhage;

"gebied B", dat dit insluit die magistraatsdistrikte Aberdeen, Adelaide, Albany, Alexandria, Bathurst, Bedford, Cradock, Colesburg, George, Graaff-Reinet, Hanover, Humansdorp, Jansenville, Knysna, Maraisburg, Middelburg (Kaap), Mosselbaai, Murraysburg, Oudtshoorn (met inbegrip van dié gedeelte wat by Proklamasies Nos. 124 en 125 van 28 Mei 1945, in die *Staatskoerant* No. 3511 van 22 Junie 1945 bekend gemaak, aan die magistraatsdistrik Calitzdorp oorgedra is), Pearson, Richmond (Kaap), Steynsburg, Steytlerville, Somerset-Oos, Uitenhage (behalwe die munisipale gebied van Uitenhage), Uniondale, Venterstad en Willowmore;

"Raad", die Nywerheidsraad vir die Motorywerheid (Oostelike Provinsie), geregistreer ingevolge artikel twee van die Nijwerheid Verzoenings Wet, 1924, en beskou as geregistreer te wees ingevolge die Wet;

"volle werkdag", daardie tydperk op 'n dag waarin die gewone skof gewerk word;

"afhanglike", die bydraer se vrou en/of kinders onder die ouderdom van 18 jaar;

"fondsweek", 'n week gereken vanaf middernag tussen Vrydag en Saterdag tot middernag tussen die volgende Vrydag en Saterdag;

"basiese weekloon", die minimum weekloon wat vir 'n lid van die fonds voorgeskryf word in 'n geldige loonreëlingsdokument wat bindend is kragtens die Wet, of by gebrek aan sodanige dokument, in die jongste loonreëlingsdokument wat op die nywerheid van toepassing is en as uurloone aldus voorgeskryf word, beteken dit die minimum uurloon vermenigvuldig met die getal weeklike ure wat gewoonlik deur 'n lid gewerk word;

"vakman", 'n werkneem wat—

(i) 'n vyfjarige leerlingskap gedien het in 'n aangewese bedryf in die Nywerheid wat kragtens die vakleerlingen-wet, 1922, of die Wet op Vakleerlinge, 1944, aangewys is;

(ii) 'n werkneem, uitgesonderd 'n vakleerling, wat in een of meer van die volgende werkzaamhede of beroepe, in verband met motorvoertuie in diens is: demonter, monter, bou, toets, herstel, versel, grondig nasien, bedrading, bakkerstel, beklee, sproei, verf, poleer, versier, smee, wiele maak, bewerking van motormetaalplaat, pas, draai, masjenbewerking, maak of herstel van onderdele, koperafwerking, vere maak, grofsmee, las, kopersmee,loodbrand, loodgiet en giet;

"management committee" means the management committee appointed by the Council in terms of its constitution;
 "member of the fund" means any person who contributes or has contributed to the fund as an employee in terms of this Agreement;

"Motor Industry" or "industry" means, without in any way limiting the ordinary meaning of the expression:—

- (a) motor engineering and motor body repairing;
- (b) assembling, erecting, testing, repairing, adjusting, overhauling, making or repairing of parts, springs and radiators, wiring, upholstering, spraying, painting and/or reconditioning carried on in connection with—
 - (i) the chassis and/or the bodies of motor vehicles;
 - (ii) internal combustion engines of motor vehicles;
 - (iii) the electrical equipment connected with motor vehicles, including radio;
- (c) repairing, vulcanising and/or retreading tyres;
- (d) repairing batteries for motor vehicles;
- (e) the business of parking, storing and/or stabilizing motor vehicles;
- (f) the business conducted by a filling station and/or service station;
- (g) the sale of motor vehicles or the accessories and/or spare parts (whether new or used) pertaining thereto whether or not such sale is conducted from premises which are attached to a portion of an establishment wherein is conducted the assembly of or repairs to motor vehicles:

Provided that the terms "motor industry" or "industry" shall not include any operation in the manufacture of new motor vehicles;

"motor vehicle assembler" means an employee who offloads, unpacks and where necessary fits wheels, springs, bumpers, footboards, runningboards, fenders, head lamps and engine bonnet in position; holds in position such parts as chassis cross members, axles, radiators, windscreens, parts of cabs while the journeyman bolts, rivets, welds or secures such parts; places batteries in position, oils in engine, gearbox and back axle;

"motor vehicle stripper" in relation to panelbeating establishments, means an employee who removes and replaces bumpers, mudguards, valances, shells, grills, runningboards, body mountings, window frames, lamps, seats, and trim panels and strips seat covers for repair and strips old cars for scrap;

"secretary" means the general secretary of the Council and includes any official appointed to assist the secretary.

2. SCOPE AND APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed by all employers who are members of the employers' organisation and who are engaged in the motor industry and by all members of the fund who are members of the trade union and who are employed in the industry.

3. 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 shall remain in force for twelve months from that date or for such period as may be determined by the Minister.

4. ADMINISTRATION.

(1) There shall be established a fund which shall be known as the "Motor Industry Sick Benefit Fund (Eastern Province)" hereinafter referred to as "the fund".

(2) The objects of the fund shall be the provision of benefits as defined in section 6 hereof to members and their dependants who are in a condition of ill-health.

(3) The fund shall be maintained from contributions by employers and employees in terms of section 5 (1) and shall be under the control of a management committee consisting of three representatives of the employees and three representatives of the employers appointed by the Council in terms of its constitution from amongst its members. An alternate may be appointed in respect of each representative. Should the management committee be unable to perform its duties for any reason the Council shall perform those duties and exercise its powers.

(4) The management committee shall have the power to make, amend and alter rules governing the administration of the fund, and such rules shall be approved by the Council before being put into effect.

Copies of the rules and any amendments thereof shall be lodged with the Secretary for Labour.

(5) Any member of the fund who is dissatisfied with any decision of the management committee may appeal to the Council from the decision, and the Council may, after considering any reasons which may be submitted by the management committee for its decision, confirm that decision or give such other decision as in its opinion the management committee ought to have given.

"beheerkomitee", die beheerkomitee wat deur die Raad kragtens sy konstitusie aangestel is;

"lid van die fonds", elke persoon wat as 'n werknemer ooreenkoms hierdie Ooreenkoms aan die fonds bydra, of bygedra het;

"Motornywerheid" of "nywerheid", sonder om in enige opsig die gewone betekenis van die uitdrukking te beperk nie—

- (a) motoringenieurswerk en motorbakherstelwerk;
- (b) monteer, bou, toets, herstel, maak en herstel van onderdele, vere en verkoelers, versiel, grondig nasien, bedrading, bekleding, sproei, verf en/of herkondisering wat uitgevoer word in verband met—

- (i) motorvoertuigonderstelle en/of -bakke;
- (ii) motorvoertuie se inwendige verbrandingmasjiene;
- (iii) die elektriese uitrusting van motorvoertuie, met inbegrip van radio;

- (c) herstel, vulkaniseer en/of versoel van buitebande;
- (d) herstel van motorvoertuigbatterye;
- (e) bewaar van motorvoertuie, parkering en/of opsluit;
- (f) die besigheid wat deur 'n vulstasie of diensstasie gedryf word;

- (g) die verkoop van motorvoertuie of die toebehorens en/of onderdele daarvoor (hetso nuut of gebruik), of daardie verkoop wel of nie gedoen word nie vanaf die persele wat aan daardie gedeelte van die inrigting waarin die monteer of herstel van motorvoertuie gedoen word, verbind is;

met dien verstande dat die uitdrukking "motornywerheid" of "nywerheid" geen werkzaamhede in verband met die vervaardiging van nuwe motorvoertuie insluit nie;

"motorvoertuigmonteur", 'n werknemer wat wiele vere, stampers, treepanke, voetpanke, modderskerms, koplampe en masjienkappe aflaai, uitpak en waar dit nodig is, in posisie plaas; onderdele soos kruisstukke van onderstelle, aste, verkoelers, windskerms, onderdele van bestuurderskappe in posisie hou terwyl die vakman dié onderdele vasbou, klink, swuis of vasheg; batterye in posisie plaas, olie in masjiene, ratkas en agteras, gooi;

"motorvoertuigafstrop", ten opsigte van uitkloppinrigtings, 'n werknemer wat stampers, modderskerms, syskerms, doppe, roosters, treepanke, baklyswerk, vensterrame, lampe, sitte verwyder en terugplaas, en panele afwerk en sitoortrekels aaf trek vir herstelwerk en ou motors vir afval uitmekhaarhal; sekretaris", die hoofsekretaris van die Raad en dit sluit in elke beampete wat aangestel is om die sekretaris te help.

2. BESTEK EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet deur alle werkgewers wat lede van die werkgewersorganisasie is en die motornywerheid uitoefen, en deur alle lede van die fonds wat lede van die vakvereniging is en in die nywerheid in diens is, nagekom word.

3. TERMYN VAN TOEPASSING VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op die datum wat deur die Minister van Arbeid vasgestel word kragtens subartikel (1) van artikel ag-en-veertig van die Wet en bly van krag vir twaalf maande vanaf daardie datum, of vir sodanige termyn wat deur die Minister vasgestel word.

4. ADMINISTRASIE.

(1) Daar word 'n fonds gestig wat bekend sal staan as die Motor Industry Sick Benefit Fund (Eastern Province)" waarna hierin verwys word as "die fonds".

(2) Die doen van die fonds is om aan lede en hul afhanglikes, wat in slechte gesondheid verkeer, bystand te verleen soos bepaal in artikel 6 hiervan.

(3) Die fonds word instand gehou uit bylaes van werkgewers en werknemers ooreenkomsartikel 5 (1), en dit word beheer deur 'n beheerkomitee wat bestaan uit drie verteenwoordigers van die werknemers en drie verteenwoordigers van die werkgewers wat deur die Raad kragtens sy konstitusie uit sy lede aangestel word. Vir elke verteenwoordiger kan 'n plaasvervanger benoem word. Ingeval die beheerkomitee om een of ander rede nie sy pligte kan vervul nie, dan moet die Raad daardie pligte vervul en die bevoegdhede uitoefen.

(4) Die beheerkomitee het die bevoegdhede om reëls vir die beheer van die fonds op te stel, te wysig en te verander, en daardie reëls moet deur die Raad goedgekeur word voordat hulle toegepas kan word.

Kopieë van die reëls en elke wysiging daarvan, moet by die Sekretaris vir Arbeid ingediend word.

(5) Elke lid wat hom nie met 'n uitspraak van die beheerkomitee kan vereenselwig nie, het die reg om teen daardie uitspraak by die Raad te appelleer, en die Raad kan, na oorweging van alle redes wat deur die beheerkomitee ter stawing van sy uitspraak aangevoer word, daardie uitspraak bevestig of sodanige ander uitspraak gee wat die beheerkomitee na die mening van die Raad moes gegee het.

(6) Notwithstanding anything contained in this Agreement the management committee shall have discretionary powers to grant additional assistance to members and dependants in cases which it considers fall within the objects of the fund, and it may also in cases of hardship arising from illness grant special relief to members by means of pecuniary grants, loans or otherwise on such conditions as it may lay down from time to time.

5. CONTRIBUTIONS.

(1) Each employer shall on each pay day deduct from the wages of each journeyman, motor vehicle assembler and/or motor vehicle stripper in his employ, and shall contribute in respect of each journeyman, motor vehicle assembler and/or motor vehicle stripper in his employ, an amount per week in accordance with the following table:

Weekly Contributions.

| | s. d. | | s. d. |
|---|-------|----------------------|-------|
| Journeyman | 3 0 | Employer | 1 6 |
| Motor vehicle assembler and/or motor vehicle stripper | 2 0 | Employer | 1 0 |

and shall forward the aggregate of the amount so calculated to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, not later than the tenth day of the month following that to which it refers, together with such forms as may be prescribed by the management committee from time to time.

(2) Contributions in respect of a member who received wages for one day or more during any fund week shall be payable in respect of a whole week.

(3) Where a member is employed by more than one employer in the industry during a fund week, the employer by whom he is first employed during such week shall pay both his own contributions and those due by the member in respect of the whole week, and may deduct the contribution due by such member from his earnings as provided in sub-section (1) and no further contributions shall be payable by or in respect of that week.

(4) The weekly contributions provided for in terms of sub-section (1) of this section shall be payable in respect of any period during which a member is in receipt of an annual holiday on full pay in terms of any agreement negotiated by this Council.

(5) The contributions in terms of this sub-section shall be in respect of journeymen, motor vehicle assemblers and/or motor vehicle strippers only and no other employee shall be required to contribute to the fund and no employer shall be required to contribute in respect of employees other than journeymen, motor vehicle assemblers and/or motor vehicle strippers.

6. BENEFITS.

(1) A member of the fund who has paid contributions for 13 weeks shall be entitled to—

- (a) grants towards expenses incurred in connection with medical attention, or specialists' treatment for himself and his dependants, excluding the cost of X-ray examinations, and the treatment of venereal disease, such grants not to exceed 7s. 6d. per consultation or visit;
- (b) free medicines, drugs, ointments and lotions for himself and his dependants when supplied on the authority of a prescription signed by a medical practitioner, but excluding supply of patent medicines or foods;
- (c) the payment of his hospital or nursing home expenses up to an amount of £5 in any calendar year and payment of the costs of any surgical operation up to an amount of £10 in any one calendar year;
- (d) a maternity grant of £5;
- (e) the payment of injections, excluding vaccination or preventative injections up to an amount of £5;
- (f) sick or accident pay equivalent to half the basic weekly wage of such member in respect of any period or periods during which he is precluded by accident or sickness from earning his ordinary wage, but not exceeding a total period of 13 weeks in respect of any one accident or sickness in any one calendar year;

Provided that no employee shall be entitled to receive sick or accident pay exceeding the aggregate of 26 weeks in any one calendar year.

And provided further that—

- (i) no member shall be entitled to sick pay or accident pay in respect of any absence from work of three working days or less;
- (ii) in cases of accidents only such benefits shall be payable as are not claimable under the Workmen's Compensation Act, 1941;
- (iii) no member or dependant shall be entitled to any benefits in respect of sickness or accidents arising out of or caused by, his participation in any form of sport, or his own misconduct;
- (iv) no member shall be entitled to receive sick pay in terms of this sub-section for any period during which he is in receipt of leave pay in terms of any agreement negotiated by the Industrial Council for the Motor Industry (Eastern Province);

(6) Ondanks enigets wat in hierdie Ooreenkoms vervat is, het die beheerkomitee willekeurige bevoegdheid vir die toestaan van ekstra hulp aan lede en afhanklikes in daardie gevalle wat na sy mening binne die doel van die fonds val, en kan ook in gevalle van gebrek wat uit siekte ontstaan, aan lede bystand verleen in die vorm van geldelike skenkings, lenings of andersins op voorwaardes wat die komitee van tyd tot tyd kan vasstel.

5. BYDRAES.

(1) Elke werkewer moet op elke betaaldag 'n bedrag ooreenkomsdig die onderstaande tabel van die loon van elke vakman, motorvoertuigmonteur en/of motorvoertuigafstroper in sy diens aftrek en 'n bedrag per week ooreenkomsdig onderstaande tabel ten opsigte van elke vakman, motorvoertuigmonteur en/of motorvoertuigafstroper in sy diens bydra:

Weeklikse bydraes.

| | s. d. | | s. d. |
|---|-------|----------------------|-------|
| Vakman | 3 0 | Werkewer | 1 6 |
| Motorvoertuigmonteur en/of motorvoertuig- afstroper | 2 0 | Werkewer | 1 0 |

en moet die totale bedrag, aldus bereken, uiterlik die tiende dag van die maand wat volg op dié waarop dit betrekking het, aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth stuur, tesame met die vorms wat van tyd tot tyd deur die beheerkomitee voorgeskryf kan word.

(2) Bydraes deur 'n lid wat gedurende die fondsweek loon vir een dag, of meer, ontvang het, moet ten opsigte van die hele week betaal word.

(3) As 'n lid gedurende 'n fondsweek by meer as een werkewer in diens is, moet die werkewer by wie hy gedurende daardie week die eerste in diens is, beide sy eie bydrae en dié wat deur die lid verskuldig is ten opsigte van die hele week betaal en kan die bydrae wat deur daardie werkewer verskuldig is, van sy loon aftrek soos bepaal in subartikel (1) en geen verdere bydrae is in of ten opsigte van daardie week betaalbaar nie.

(4) Die weeklike bydrae soos bepaal in subartikel (1) van hierdie artikel is betaalbaar ten opsigte van elke tydperk wat 'n lid met jaarlikse verlof met volle betaling is, ooreenkomsdig enige ooreenkoms wat deur die Raad gesluit is.

(5) Die bydraes ooreenkomsdig hierdie subartikel is slegs ten opsigte van vakmanne, motorvoertuigmonteurs en/of motorvoertuigafstropers betaalbaar en van geen ander werkewer kan vereis word om aan die fonds by te dra nie en van geen werkewer kan vereis word om ten opsigte van ander werkewers as vakmanne by te dra nie.

6. BYSTAND.

(1) 'n Lid van die fonds wat gedurende dertien weke sy bydraes betaal het, het reg op—

- (a) toelaes ten opsigte van uitgawes wat gedoen is in verband met mediese behandeling vir homself en sy afhanklikes, of spesialiste-honoraria maar nie die koste van X-straal-onderzoek en die behandeling van veneriese siektes nie, en daardie toelaes moet hoogstens 7s. 6d. per konsultasie of besoek wees;
- (b) kosteloze medisyne, verdowingsmiddels, salwe en wasmiddels vir homself en sy afhanklikes as hulle ingevolge 'n resep wat deur 'n geneesheer geteken is, gelewer word, maar nie die levering van patentmedisyne of -voedsels nie;
- (c) die betaling van sy hospitaal- of verpleeginrigtingkoste tot op 'n bedrag van £5 in 'n kalenderjaar, en betaling van chirurgiese operasies tot op 'n bedrag van £10 in 'n kalenderjaar;
- (d) 'n bevallingstoelae van £5;
- (e) die betaling van inspuitings, behalwe inspuitings bedoel vir inenting of die voorkoming van siekte, tot en met 'n bedrag van £5;
- (f) siekte- of ongevallebetaling gelyk aan die helfte van die basiese weekloon van daardie lid ten opsigte van 'n tydperk of tydperke waarin hy deur siekte of ongeval verhinder is om sy gewone loon te verdien, maar hoogstens 'n tydperk van 13 weke ten opsigte van enige afsonderlike ongeval of siekte in 'n kalenderjaar;

met dien verstande dat geen werkewer geregtig is om in 'n kalenderjaar ongevallebetaling van altesame meer as 26 weke te ontvang nie;

en voorts met dien verstande dat—

- (i) geen lid tot siekteborgtaling of ongevallebetaling ten opsigte van afwesigheid van werk van drie werkdae of minder geregtig is nie;
- (ii) in gevalle van ongevalle slegs sodanige bystand betaalbaar is as wat nie ingevolge die Ongevallewet, 1941, geëis kan word nie;
- (iii) geen lid of afhaallike op bystand ten opsigte van siekte of ongevalle wat ontstaan uit, of veroorsaak word deur, sy deelneming aan enige vorm van sport, of deur sy eie wangedrag, reg het nie;
- (iv) geen werkewer gedurende enige tydperk wat hy met verlof met betaling ooreenkomsdig enige ooreenkoms wat deur die Nywerheidsraad vir die Motornwerheid (Oostelike Provincies) gesluit is, op siekteborgtaling kragtens hierdie subartikel geregtig is nie;

(v) sick pay in terms of this sub-section shall only be paid on the authority of a certificate signed by a medical practitioner certifying that the member is unable to perform his work, and any such certificate shall be valid for a period of seven days from the date of issue unless the medical practitioner specifically states anything to the contrary.

(2) Services required by members and their dependants in connection with any of the following shall not be a charge upon the fund:—

- (a) Any continuation of illness where a member or dependant refuses to observe any reasonable instruction or recommendation of his medical attendant.
- (b) Any deformity, infirmity, chronic disease, or any other ailment from which a member or dependant was suffering at the date of commencement of membership, or any illness directly attributable to such ailment.
- (c) Any injury for which a third party is liable to pay, and does pay, compensation, or which is covered by insurance, to the extent of such compensation or cover, as the case may be.
- (d) Operations of choice.
- (e) The supply of artificial limbs or other parts of the body.
- (f) The supply of patent medicines or food.
- (g) Operations or confinements during the first six continuous months of membership.
- (h) Dental and ophthalmic services;
- (i) Payment in respect of ante- and post natal treatment other than the maternity grant provided in sub-section 1 (d) of this section.

(3) Any member who leaves the Industry shall forfeit all claims to the fund, provided that if he re-enters the Industry within 13 weeks he will be eligible for immediate benefit.

7. FINANCIAL CONTROL.

(1) Disbursements from the fund in respect of benefits shall cease whenever the amount standing to the credit of the fund falls below £100 and the payment of further benefits shall not recommence till the amount to the credit of the fund has again reached the figure of £200.

(2) (a) All moneys paid into the fund shall be deposited in a banking account to be opened at a bank and/or institution approved by the Council.

(b) All payments from the funds shall be by cheque drawn on the funds account and such cheques shall be signed by two persons duly authorised thereto by the management committee.

(c) All moneys regarded by the management committee as being surplus to its requirements may be placed on deposit with a bank or registered building society or may be invested in Union Loan Certificates, provided that sufficient money is kept in such liquid form as will enable the management committee to meet any claims on the fund immediately it is called upon to do so.

(d) All expenses incurred in connection with the administration of the fund shall form a charge upon the fund.

(3) The management committee shall furnish the Council with quarterly reports giving *inter alia* particulars of assistance provided, a general view of the fund and the income and expenditure for the period to which the report relates.

(4) An auditor or auditors to be appointed by the management committee subject to the approval of the Council shall audit the accounts of the fund annually and not later than July of each year shall prepare a statement showing—

- (a) all moneys received;
- (b) expenditure incurred under all headings during the twelve months ended 30th June preceding, together with a statement showing the assets and liabilities of the fund.

True copies of these statements, which shall be countersigned by the chairman of the management committee, and the auditor's reports thereon shall be available for inspection at the Council's office, to persons engaged or employed in the industry, who shall be entitled to make copies thereof, or take extracts therefrom. Certified copies of both statements and the auditor's report thereon shall forthwith be transmitted to the Secretary for Labour.

(5) 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 the agreement is renewed, or, failing such renewal, until the fund is liquidated.

8. LIQUIDATION.

(1) The fund shall be liquidated in the event of the Council becoming de-registered and after any agreement which is in operation has expired, or by resolution of the Council to the effect that the fund shall be liquidated.

(v) siektesbetaling ooreenkomstig hierdie subartikel slegs gedoen word teen bewys van 'n sertifikaat wat deur 'n geneesheer onderteken is en wat sertificeer dat die lid nie in staat is om te werk nie, en elke sodanige sertifikaat is geldig vir 'n tydperk van 7 dae vanaf die datum van uitreiking tensy die geneesheer spesifiek anders verklaar.

(2) Dienste wat deur lede en hul afhanklikes in verband met die volgende vereis word, kan nie uit die fonds betaal word nie:—

- (a) Siekte wat aanhou as 'n lid of afhanklike weier om die redelike voorskrifte of aanbevelings van sy geneesheer te volg;
- (b) mismaaktheid, gebrek, chroniese kwaal of ander kwaal waaraan 'n lid of afhanklike gely het op die datum waarop sy lidmaatskap begin het, of siekte wat regstreeks aan sodanige kwaal toegeskryf kan word;
- (c) besering waaroor 'n derde party aanspreeklik is vir betaling van skadeloosstelling en dit ook betaal, of wat gedeel word deur verseker, in die mate van sodanige skadeloosstelling of dekking, na gelang van die geval;
- (d) operasies na keuse;
- (e) verskaffing van kunsledemate of ander kunsdele van die liggaam;
- (f) die levering van patentmedisyne of -voedsels;
- (g) operasies of bevallings gedurende die eerste ses ononderbroke maande van lidmaatskap;
- (h) tand- en ophthalmiese dienste;
- (i) betaling ten opsigte van behandeling voor geboorte en behandeling na geboorte, behalwe die toelae soos bepaal in subartikel (1) (d) van hierdie artikel.

(3) Elke lid wat uit die Nywerheid uittree, verbeur alle aansprake op die fonds en as hy weer in die Nywerheid kom, moet hy opnuut vir bystand kwalifieer deur vir 13 agtereenvolgende weke aan die fonds by te dra.

7. GELDELIKE BEHEER.

(1) Uitbetaalings uit die fonds ten opsigte van bystand moet gestaak word sodra die bedrag tot krediet van die fonds onder £100 daal en die betaling van verdere bystand kan nie hervat word nie totdat die krediet van die fonds weer die bedrag van £200 bereik het.

(2) (a) Al die gelde wat in die fonds inbetaal word, moet gestort word op 'n bankrekening by 'n bank en/of inrigting wat deur die Raad goedgekeur is.

(b) Al die uitbetaalings uit die fonds moet gedoen word per tsek wat op die fonds se rekening getrek word en daardie tjeks moet geteken word deur twee persone wat daar toe behoorlik deur die beheerkomitee gemagtig is.

(c) Al die gelde wat deur die beheerkomitee as meer as sy vereistes beskou word, kan by 'n bank of 'n boumaatskappy op deposito geplaas word, of dit kan in Unie-leeningsertifikate belê word; met dien verstande dat voldoende kontantgeld beskikbaar gehou moet word om die beheerkomitee in staat te stel om onmiddellik aan elke eis teen die fonds te kan voldoen.

(d) Alle onkoste wat in verband met die beheer van die fonds gemaak word, vorm 'n las teen die fonds.

(3) Die beheerkomitee moet elke kwartaal aan die Raad verslag doen wat o.a. besonderhede van verleende bystand, 'n algemene oorsig van die fonds en die inkomste en uitgawes vir die tydperk waarop die verslag betrekking het, gee.

(4) 'n Ouditeur, of ouditeurs, wat deur die beheerkomitee aangestel moet word behoudens goedkeuring van die Raad, moet die fonds se rekenings jaarliks en nie later as Julie van elke jaar ouditeur en 'n staat opstel wat aantoon—

- (a) alle gelde wat ontvang is;
- (b) uitgawes wat onder al die hofies gedoen is gedurende die twaalf maande wat eindig op die voorgaande 30ste Junie, tesame met 'n staat wat die bate en laste van die fonds aantoon.

Ware afskrifte van hierdie state, wat deur die voorzitter van die beheerkomitee mede-ondergetekn moet word, en die ouditeur se verslae daaroor, moet op die Raad se kantoor ter insae lê vir persone wat in die Nywerheid werksaam of in diens is en wat die reg het om daarvan afskrifte te maak of uittreksels daaruit te maak. Gesertificeerde afskrifte van beide die state en die ouditeur se verslag daaroor, moet onmiddellik aan die Sekretaris vir Arbeid gestuur word.

(5) In geval van verstryking van hierdie Ooreenkoms deur verloop van tyd, of verstryking weens enige ander oorsaak, moet die fonds verder deur die beheerkomitee bestuur word totdat die Ooreenkoms hernu word, of as dit nie hernu word nie, totdat die fonds gelikwidgeer is.

8. LIKWIDASIE.

(1) Die fonds moet gelikwidgeer word in geval die Raad nie langer geregistreer is nie en nadat enige bestaande ooreenkoms verloop het, of ingevolge besluit van die Raad om die fonds te likwidieer.

There shall be appointed as trustees, the firm of the Port Elizabeth Board of Executors and Commercial Trust Company, Ltd., who shall in the event of liquidation, after all creditors, administration and liquidation expenses have been paid, dispose of the moneys remaining to the credit of the fund in the following manner:—

- (a) Fifty per cent. to the Motor Industry Employees' Union of South Africa.
- (b) Fifty per cent. to the S.A. Motor Industry Employers' Association being parties to the Agreement.

(2) In the event of the trustees being unable for any reason to pay all or any portion of the moneys to one of the organisations referred to in this section, such moneys shall be paid to the remaining organisation.

(3) In the event of the trustees being unable for any reason to pay the moneys to either of the organisations referred to in this section, such moneys shall be transferred to a fund duly constituted for the same purpose for which the original fund was created.

9. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement, and it shall be the duty of every employer and every employee to permit such persons to enter such premises, institute and complete such enquiries and to examine such documents, books, wage sheets, time sheets and pay tickets, and to interrogate such individuals and to do all such acts as may be necessary for the purpose of ascertaining whether the provisions of this Agreement are being observed, and no person shall make a false statement to such agent during the course of his investigations.

10. EXEMPTIONS.

The Council may on the recommendation of the management committee, or on its own decision, grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

This Agreement signed on behalf of the parties on the 31st July, 1950.

E. H. DODD,
Chairman of the Council.
J. H. ROBERTSON,
Vice-Chairman of the Council.
I. D. HAY,
Secretary of the Council.

MEMORANDUM OF AN AGREEMENT

made and entered into by and between
The Industrial Council for the Motor Industry (Eastern Province)
of the one part, and the

Secretary for the time being of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited,
acting herein for and on behalf of the said company in terms of a resolution of its Board of Directors passed at a meeting hereof held at Port Elizabeth on the 12th March, 1948.

Whereas certain employers' organisations, namely—

South African Motor Industry Employers' Association,
and certain employees' organisations, namely—

The Motor Industry Employees' Union of South Africa,
all of which employers' and employees' organisations are parties to the said Industrial Council and have entered into a certain Sick Fund Agreement a copy of which is attached hereto.

And whereas in certain contingencies it may be necessary to have the sick fund administered or liquidated and provision is made for such contingencies in clause 8 of the said Sick Fund Agreement.

And whereas in clause 8 of the said Sick Fund Agreement the powers and duties of the Trustee are defined.

And whereas it is contemplated by the said Sick Fund Agreement that the said company, acting by its Secretary for the time being should act as Trustee in terms of the said Agreement, and it is expedient that an Agreement should be entered into between the parties thereto.

Now, therefore, it is hereby agreed and contracted as follows:—

1. The Secretary of the said Port Elizabeth Board of Executors and Commercial Trust Company, Limited, and his successor or successors in office is hereby appointed as Trustee for the purpose of the liquidation of the Fund, as provided for in and in terms of clause 8 of the said Sick Fund Agreement.

As kurators word aangestel die firma „Port Elizabeth Board of Executors and Commercial Trust Company, Ltd.” wat in die geval van likwidasie en nadat alle krediteure, administrasies en likwidasiekoste betaal is, op die volgende wyse oor die geld wat tot krediet tot die fonds bly staan, moet beskik:—

- (a) 50 persent aan die „S.A. Motor Industry Employees' Union of South Africa”.
- (b) 50 persent aan die „S.A. Motor Industry Employers' Association”, wat die partye by die Ooreenkoms is.

(2) In geval die kurators om een of ander rede nie in staat is om al die geld van 'n gedeelte van die geld aan een van die organisasies wat in hierdie artikel genoem word, uit te betaal nie, moet die geld aan die orige organisasie uitbetaal word.

(3) In geval die kurators om een of ander rede nie in staat is om die geld aan enige van die organisasies wat in hierdie artikel genoem word uit te betaal nie, moet die geld oorgedra word aan 'n fonds wat behoorlik vir dieselfde doel gestig is as waarvoor die oorspronklike fonds gestig was.

9. AGENTE.

Die Raad moet een of meer bepaalde persone aanstel om te help om uitvoering aan hierdie Ooreenkoms te gee, en elke werkewer en elke werknemer is verplig om daardie persone toe te laat om sodanige persele te betree, sodanige navrae te doen en te voltooi en sodanige dokumente, boeke, loonstate, tydstate en betaalkaartjies te ondersoek, en sodanige persone te ondervra, en alle sodanige dade te verrig wat nodig mag wees vir die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word, en geen persoon mag aan sodanige agent in die loop van sy ondersoek 'n valse verklaring doen nie.

10. VRYSTELLINGS.

Die Raad kan op aanbeveling van die beheerkomitee, of op eie besluit, aan enige persoon vir enige goede en afdoende reden vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.

Namens die partye, hede, die 31ste dag van Julie 1950, onderteken.

E. H. DODD,
Voorsitter van die Raad.
J. H. ROBERTSON,
Ondervorsitter van die Raad.
J. D. HAY,
Sekretaris van die Raad.

MEMORANDUM VAN OOREENKOMS

aangegaan en gesluit deur die

Nywerheidsraad vir die Motornywerheid (Oostelike Provinsie), aan die een kant, en die

Sekretaris van die dag van die „Port Elizabeth Board of Executors and Commercial Trust Company, Limited”, wat hierin optree vir en namens die genoemde maatskappy ooreenkomstig 'n besluit van sy Raad van Direkteure, soos aangeneem op sy vergaderings wat op die 12de Maart 1948 te Port Elizabeth gehou is.

Nademaal sekere werkgewersorganisasies, naamlik—

„South African Motor Industry Employers' Association”; en sekere werknemersorganisasies, naamlik—

„The Motor Industry Employees' Union of South Africa”, welke werkgewers- en werknemersorganisasies partye by die genoemde Nywerheidsraad is, 'n sekere Siektefondsooreenkoms gesluit het waarvan 'n afskrif hieraan geheg is;

en nademaal dit in sekere gevalle nodig kan word om die Siektefonds te laat beheer of likwideer, en in klousule 8 van die genoemde Siektefondsooreenkoms voorsiening vir daardie gevalle gemaak is;

en nademaal in klousule 8 van die genoemde Siektefondsooreenkoms die bevoegdhede en pligte van die kurator bepaal word;

en nademaal in die genoemde Siektefondsooreenkoms bepaal word dat die genoemde maatskappy, handelende deur sy Sekretaris van die dag, moet optree as kurator ooreenkomstig die genoemde Ooreenkoms en dat dit wenslik is dat tussen die partye daarby 'n ooreenkoms gesluit word; so is dit dat hierby ooreengekom en gekontrakteer word as volg:—

- (1) Die Sekretaris van die genoemde „Port Elizabeth Board of Executors and Commercial Trust Company, Limited”, en sy opvolger of opvolgers in die amp, word hierby aangestel as kurator vir die doeleinnes van die likwidasie van die fonds soos bepaal ooreenkomstig klousule 8 van die genoemde Siektefondsooreenkoms.

2. The remuneration of the Trustee shall be such as may be mutually agreed upon between the parties hereto, but it shall not exceed five per cent. (5%) of the amount received and administered by the Trustee in terms of the Sick Fund Agreement.
3. The Trustee herein appointed for himself and his successor or successors in office hereby accepts the trust reposed in him and undertakes faithfully and diligently to perform the trusts reposed in him subject to and in conformity with the said Sick Fund Agreement as and when required in terms of the said Agreement.

Signed at Port Elizabeth on behalf of the Industrial Council for the Motor Industry (Eastern Province) on this 31st day of July, 1950.

E. H. DODD,
Chairman of the Council.

J. H. ROBERTSON,
Vice-Chairman of the Council.

I. D. HAY,
Secretary of the Council.

Signed on behalf of the Port Elizabeth Board of Executors and Commercial Trust Company, Limited, by two of its Directors and by its Secretary in terms of the resolution of Directors aforementioned on the 12th March, 1948, at Port Elizabeth, a certified copy of which resolution is hereto attached.

ARTHUR J. FROST, Director.
L. S. MILLARD, Director.
L. C. DAVIES, Secretary.

(2) Die besoldiging van die kurator sal dié wees waarop onderling deur die partye hierby ooreengekom word, maar sal nie meer as vyf persent (5%) van die bedrag wat deur die Kurator ontvang en beheer word ingevolge die Siektekondsooreenkoms, bedra nie.

(3) Die kurator wat hierby aangestel word, aanvaar vir homself en sy opvolger of opvolgers in die amp die vertroue wat in hom gevestig word en onderneem om getrouw en ywerig die Trust wat in hom gevestig word uit te voer onderworpe aan en ooreenkomsdig die genoemde Siektekondsooreenkoms as en wanneer dit nodig sal wees ooreenkomsdig die genoemde Ooreenkoms.

Namens die Nywerheidsraad vir die Motornywerheid (Oostelike Provinsie), hede die 31ste dag van Julie 1950, onderteken.

E. H. DODD,
Voorsitter van die Raad.

J. H. ROBERTSON,
Ondervorsitter van die Raad.

I. D. HAY,
Sekretaris van die Raad.

Namens die „Port Elizabeth Board of Executors and Commercial Trust Company, Limited”, deur twee van sy direkteure en deur sy sekretaris geteken, ooreenkomsdig die reeds genoemde direkteursbesluit van 12 Maart 1948, te Port Elizabeth, van welke besluit 'n gesertifiseerde afskrif hieraan geheg is.

ARTHUR J. FROST, Direkteur.
L. S. MILLARD, Directeur.
L. C. DAVIES, Sekretaris.

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