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BUITENGEWONE

EXTRAORDINARY

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Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

All Proclamations, Government and General Notices published for the first time, are indicated by a * in the left-hand upper corner.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN ARBEID.

* No. 1705.] [7 Augustus 1953.
NYWERHEID-VERSOENINGSWET, 1937.

MOTORVERVOERONDERNEMING (GOEDERE), VENTERSBURG EN ODENDAALSRUS.

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

- (a) kragtens subartikel (1) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van die Nywerheid-versoeningswet, 1937, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Motorvervoeronderneming (Goedere) betrekking het, vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werkgewers en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werknemers wat lede van daardie vereniging is;
- (b) kragtens subartikel (2) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde onderneming in die magistraatsdistrikte Ventersburg en Odendaalsrus; en
- (c) kragtens subartikel (4) soos toegepas by subartikel (6) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings vervat in klousules 3 tot en met 13 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van die publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde tweede Maandag eindig in die magistraatsdistrikte Ventersburg en Odendaalsrus, *mutatis mutandis* van toepassing is ten opsigte van persone in diens in genoemde onderneming wat nie by die woordomskeywing van die uitdrukking „werknemer” vervat in artikel *een* van genoemde Wet, ingesluit is nie.

B. J. SCHOEMAN,
Minister van Arbeid.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LABOUR.

* No. 1705.] [7 August 1953.
INDUSTRIAL CONCILIATION ACT, 1937.

MOTOR TRANSPORT UNDERTAKING (GOODS), VENTERSBURG AND ODENDAALSRUS.

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

- (a) in terms of sub-section (1) as applied by sub-section (6) 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 Motor Transport Undertaking (Goods), 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 and the trade union which entered into the said Agreement and upon the employees who are members of that trade Union;
- (b) in terms of sub-section (2) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 3 to 13 (inclusive), 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 undertaking in the Magisterial Districts of Ventersburg and Odendaalsrus; and
- (c) in terms of sub-section (4) as applied by sub-section (6) of section *forty-eight* of the said Act, declare that in the Magisterial Districts of Ventersburg and Odendaalsrus, 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 3 to 13 (inclusive), of the said Agreement shall *mutatis mutandis* apply in respect of such persons employed in the said undertaking 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.

BYLAE.

NYWERHEID-VERSOENINGSWET, 1937.

VERSOENINGSRAADOOREENKOMS VIR DIE MOTOR-
VERVOERONDERNEMING (GOEDERE) VENTERSBURG
EN ODENDAALSRSUS.

OOREENKOMS

ingevoelge die Nywerheid-versoeningswet, 1937, gesluit en aange-
gaan tussen—

Messrs. Thornton's Transportation, Ltd., W. G. Wearne (Pty.),
Ltd., W. R. Mac Phail en Hinckley Bros.

(hieronder die „werkgewers” genoem) aan die een kant, en die
Motor Transport Workers' Union (South Africa)

(hieronder die „werknemers” of „vakvereniging” genoem) aan
die ander kant,

wat die partye is by die Versoeningsraad vir die Motorvervoer-
onderneming (Goedere) Ventersburg en Odendaalsrus, deur die
Minister van Arbeid benoem.

1. GEBIED EN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-
distrikte Ventersburg en Odendaalsrus deur werkgewers en vakver-
enigings wat die partye by hierdie Ooreenkoms is, nagekom word.

2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum wat deur die
Minister van Arbeid kragtens klousule agt-en-veertig van die
Nywerheidversoeningswet, 1937, vasgestel word en bly vir 'n
tydperk van 12 maande van krag of vir 'n tydperk deur die
Minister vasgestel.

3. WOORDOMSKRYWING.

Uitdrukkings wat in hierdie Ooreenkoms gebesig word en in
die Nywerheid-versoeningswet, 1937, omskryf is, het dieselfde
betekenis as in die Wet, en voorts, tensy strydig met die same-
hang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„bestuurder”, met betrekking tot 'n motorvoertuig, die persoon
wat oor die stuurtoestel daarvan beheer het en boonop nog
een of meer van die onderstaande werksaamhede kan verrig—

- (1) wanneer hy beheer oor 'n voertuig aanvaar, die lugdruk
in die bande, die oliepeil, brandstof-, battery- en water-
peil nagaan en regmaak;
- (2) voertuie algemeen goed gesmeer hou, moere en boue
vasdraai; nagaan van en verslag doen oor die oliepeil
in ratkaste en ewenaars;
- (3) persoonlike aandag skenk aan die vaskoppel van gekop-
pelde eenhede of sleepwaens;
- (4) vir die goedere op die motorvoertuig verantwoordelik-
heid dra terwyl hy beheer oor die motorvoertuig het;
- (5) alle vrae nagaan en behoorlik beveilig voor vertrek
van die depôt of plek; by aflewering of afhaal alle
goedere aanteken op 'n aflewering- of laaibrief wat
deur beide die bestuurder en die geadresseerde of
adresseeerder of versender by enige depôt of plek
geteken moet word;
- (6) so spoedig moontlik, of binne 24 uur, meganiese of
ander foute van die voertuig rapporteer aan die werk-
gewer, sy gemagtigde verteenwoordiger, of enige per-
soon wat deur die werkgewer aangestel is om sulke
rapporte te ontvang; aantekening moet van sulke rap-
porte in die „logboek” soos hierin bepaal gehou
word;
- (7) toesig en kontrole hou oor voertuigbediendes soos hier-
in bepaal;
- (8) onder alle omstandighede sy bewegende voertuig onder
behoorlike beheer hou;
- (9) die logblaai na afloop van die werk invul en aan die
werkgewer of sy gemagtigde verteenwoordiger oor-
handig;
- (10) verantwoordelik wees vir alle lopende onderhoudherstel-
werk soos hierin bepaal;

„onontbeerlike dienste”, werk wat weens oorsake soos brand,
storm, ongeval, gewelddaad of diefstal sonder versuim verrig
moet word en onontbeerlike werk vir die onderhoud van lig-,
krag-, water-, gesondheids- en telefoondienste; die ver-
voer van masjinerie of enigiets anders om ernstig ontwrigting
van 'n bedryf, nywerheid, of onderneming te voorkom, met
inbegrip van vervoer vir die Suid-Afrikaanse Polisie of vir
nasionale verdediging;

„werkure”, sluit in alle tydperke gewy aan die bestuur van 'n
motorvoertuig en tyd deur 'n bestuurder bestee aan ander
werk in verband met 'n motorvoertuig kragtens die woord-
omskrywings hierin van „bestuurder” en „onderhoudher-
stellings” en omvat alle tydperke waarin 'n bestuurder ver-
plig is om vir diens op sy pos gereed te bly, indien nodig;

„logboek”, 'n boek met blaaië in duplo; genoemde boek
word in klousule 10 hiervan beskryf;

„motorvervoeronderneming” of „onderneming”, 'n onder-
neming waarin werkgewers en werknemers geassosieer is vir
die vervoer van goedere deur middel van motorvervoer teen
huur of beloning, en omvat al die vervoerbedrywighede van
'n voertuig waarvoor 'n motorvervoersertifikaat uitgereik is;

SCHEDULE.

INDUSTRIAL CONCILIATION ACT, 1937.

CONCILIATION BOARD AGREEMENT FOR THE MOTOR
TRANSPORT UNDERTAKING (GOODS) VENTERS-
BURG AND ODENDAALSRSUS.

AGREEMENT

in accordance with the provisions of the Industrial Conciliation
Act, 1937, made and entered into between—

Messrs. Thornton's Transportation, Ltd., W. G. Wearne (Pty.),
Ltd., W. R. Mac Phail, and Hinckley Bros.

(hereinafter referred to as the employers), of the one part, and the
Motor Transport Workers' Union (South Africa),

(hereinafter referred to as the “employees” or “trade union”),
of the other part,

being the parties to the Conciliation Board for the Motor Trans-
port Undertaking (Goods) Ventersburg and Odendaalsrus,
appointed by the Minister of Labour.

1. AREA AND SCOPE OF APPLICATION OF AGREEMENT.

The terms of this Agreement shall be observed in the Magis-
terial Districts of Ventersburg and Odendaalsrus by the employers
who and the trade union which are parties to this Agreement.

2. PERIOD OF OPERATION OF AGREEMENT.

This Agreement shall come into operation on a date to be
determined by the Minister of Labour in terms of Section
forty-eight of the Industrial Conciliation Act, 1937, and shall
remain in operation for a period of 12 months, or such period
as may be determined by him.

3. DEFINITIONS.

Any expressions used in this Agreement which are defined
in the Industrial Conciliation Act, 1937, shall have the same
meaning as in that Act, and further, unless inconsistent with the
context—

“Act” means the Industrial Conciliation Act, 1937;

“driver” shall in respect of a motor vehicle, refer to the
person having control of the steering apparatus thereof, and
who may in addition perform one or more of the following
duties:—

- (1) Upon taking charge of any vehicle, examine and cor-
rect tyre pressures, oil-levels, fuel, batteries and
water-levels;
- (2) keep vehicles in a well-greased condition generally,
tighten nuts and bolts, check and report oil-levels in
gear boxes and differentials;
- (3) pay personal attention to the coupling up of articu-
lated units or trailers;
- (4) bear responsibility for the goods on the motor vehicle
whilst in charge of such motor vehicle;
- (5) check and properly secure all loads before departure
from any depot or place; upon delivery or pick-up,
enumerate all goods on a delivery or loading slip
to be signed by both the driver and the consignee
or consignor or despatcher at any depot or place;
- (6) report all mechanical or other defects of the vehicle
as soon as possible or not later than 24 hours to the
employer, his duly accredited representative or any
person appointed by the employer to receive such
reports; such reports shall be recorded in the log-book
herein defined;
- (7) supervise and control vehicle attendants herein defined;
- (8) under all circumstances have his moving vehicle under
proper control;
- (9) complete log sheets after the completion of work and
hand such log sheets to the employer or his duly
designated representative;
- (10) be responsible for all running repairs which are defined
herein;

“essential services” means any work which owing to causes
such as fire, storm, accident, act of violence or theft, must
be done without delay and work essential for the maintenance
of light, power, water, sanitary and telephone services; the
transportation of machinery or any other thing to prevent
any serious dislocation in any trade, industry or undertaking,
including transportation for the South African Police or
purposes of national defence;

“hours of work” shall include all periods of the driving of
any motor vehicle and any time spent by a driver on other
work connected with a motor vehicle in terms of the defini-
tions herein of “driver” and “running repairs” and includes
all periods during which a driver is obliged to remain at his
post in readiness to work when required to do so;

“log-book” shall mean a book with duplicate pages. The
said book is described in clause 10 herein;

“Motor Transport Undertaking” or “Undertaking” means the
undertaking in which employers and employees are asso-
ciated for the transportation of goods for hire or reward
by means of motor transport, and shall include all the
transport activities of a vehicle for which a Motor carrier
Certificate has been issued;

"lopende onderhoudherstellings", herstellings aan 'n voertuig en sy samestellende dele wat deur die bestuurder en voertuigbediendes aangebring kan word met die gereedskap wat gewoonlik op die voertuig beskikbaar is en omvat wile omruil, lekke heelmaak, remme aan buitekant verstel, maar nie groot meganiese herstellings soos die uitmekaarhaal van die motor of sodanige ander werk wat gewoonlik deur 'n geskoolde vakman, bekend as 'n werktuigkundige, verrig word nie;

"gewig sonder vrag", die bruto gewig sonder vrag van enige motor tesaam met sy swaarste sleepwa en hul gewigte moet op die onderstel van enige voertuig vermeld staan ooreenkomstig die bepalings van die Transvaalse Motorvoertuigordonnansie, No. 11 van 1934, soos gewysig of soos in die lisensies vermeld.

"sleepwa", enige voertuig wat aan 'n motorvoertuig vasgemaak is en daardeur gesleep word;

"voertuigbediende", 'n werknemer wat by 'n motorvoertuig help en wat laai en aflaai, en met die voertuig op sy reise saamry;

4. LONE.

Die minimum skale waarteen 'n werkgewer elke lid van ondergenoemde klasse van sy werknemers lone ten opsigte van gewone werkure moet betaal, is soos volg:—

	Per week.
	£ s. d.
(a) Bestuurders van motorvoertuie met—	
(i) gewig sonder vrag, sonder gewig van sleepwa, onder 10,000 lb.—	
tydens eerste drie maande ondervinding in die onderneming	5 0 0
daarna	6 0 0
(ii) gewig sonder vrag, tesaam met gewig sonder vrag van die swaarste sleepwa onder 10,000 lb.—	
tydens eerste drie maande ondervinding in die onderneming	5 0 0
daarna	6 0 0
(iii) gewig sonder vrag, sonder gewig van sleepwa 10,000 lb. en meer—	
tydens die eerste drie maande ondervinding in die onderneming	6 0 0
daarna	7 10 0
(iv) gewig sonder vrag, tesaam met gewig sonder vrag van die swaarste sleepwa, 10,000 lb en meer—	
tydens die eerste drie maande ondervinding in die onderneming	6 0 0
daarna	7 10 0
(v) alle gekoppelde eenhede—afgesien van gewig—	
tydens eerste drie maande ondervinding in die onderneming	6 0 0
daarna	7 10 0

(b) Aan werknemers moet die lewenskostoelae betaal word wat in Oorlogsmaatregel No. 43 van 1942, soos gewysig, of soos gewysig kan word, voorgeskryf is.

5. DIENSKONTRAK.

- (1) Elke werknemer moet beskou word as—
- (i) 'n weeklikse werknemer en moet besoldig word teen minstens die volle weeklikse loon wat vir sy klas voorgeskryf is in klousule 4 (a) (i), (ii), (iii), (iv), of (v) hetsy hy die volle werkure of minder gewerk het, en is onderworpe aan al die voorwaardes daarin vervat.
- (ii) *Differensiële loonskale*.—'n Werknemer wat verplig of toegelaat word om werk te verrig waarvoor 'n hoër loonskaal as sy gewone loonskaal in klousule voorgeskryf word, moet ten opsigte van die hele dag teen die hoër skaal besoldig word afgesien van die getal ure wat hy op enige dag aan sulke werk bestee het.
- (iii) *Berekening maandloon*.—Die maandloon moet bereken word teen $4\frac{1}{2}$ maal die weekloon wat vir 'n werknemer van sy klas in klousule 4 voorgeskryf word.
- (iv) *Onderhoudstoelae*.—Wanneer 'n werknemer deur sy werk verhinder word om vir sy nagrus huis toe te gaan, moet die loon soos voorgeskryf in klousule 4, benewens 'n onderhoudstoelae aan hom betaal word van minstens—
 - (a) as dit vir 'n werknemer nodig is om aandete en bed te verkry: 15s.
 - (b) as dit vir 'n werknemer nodig is om aandete, bed en ontbyt te verkry: 17s. 6d.;
 - (c) as dit vir 'n werknemer nodig is om 'n bed ontbyt, middagete, en aandete te verkry: £1. 1s.

6. BETALING VAN LONE.

(1) Werknemers se lone of enige ander verdienste, besoldiging vir oortydwerk en die wetlike voorgeskrewe lewenskostoelae moet weekliks in kontant nie later as Vrydag nie of by diensbeëindiging, en nie later as 20 minute na die werk gestaak is, betaal word nie, met dien verstande dat die werkgewer met die toestemming van sy werknemers, die verskuldigde lone maandeliks op die laaste werkdag van die maand kan betaal.

"running repairs" means repairs to a vehicle and its component parts which can be affected by the driver and vehicle attendants with the tools normally carried on a vehicle for such purpose, and shall include the changing of wheels, repairs to punctures, external adjustment of brakes, but shall not include major mechanical repairs such as dismantling of engines or such other work usually performed by the skilled artisan known as a mechanic;

"unladen weight" means the gross unladen weight of any motor vehicle together with its heaviest trailer, the weights of which are required to be displayed on the chassis of any vehicle in terms of the Transvaal Motor Vehicle Ordinance, No. 11 of 1934, as amended, or as expressed in its licences;

"trailer" means any conveyance attached to and hauled by a motor vehicle;

"vehicle attendant" means any employee engaged in the attendance of any motor vehicle and who loads and unloads and accompanies the vehicle on its journeys.

4. WAGES.

The minimum rates at which wages in respect of ordinary hours of work shall be paid by an employer to each member of the undermentioned classes of his employees shall be as follows:—

	Per Week.
	£ s. d.
(a) Drivers of motor vehicles of—	
(i) unladen weight, excluding weight of trailer, under 10,000 lb.—	
during the first three months of experience in the undertaking	5 0 0
thereafter	6 0 0
(ii) unladen weight, including unladen weight of heaviest trailer under 10,000 lb.—	
during the first three months of experience in the undertaking	5 0 0
thereafter	6 0 0
(iii) unladen weight, excluding weight of trailer 10,000 lb. and over—	
during the first three months of experience in the undertaking	6 0 0
thereafter	7 10 0
(iv) unladen weight, including weight of heaviest trailer, 10,000 lb. and over—	
during the first three months of experience in the undertaking	6 0 0
thereafter	7 10 0
(v) all articulated units—irrespective of weight—	
during the first three months of experience in the undertaking	6 0 0
thereafter	7 10 0

(b) Employees shall be paid cost of living allowances equal to those prescribed in War Measure No. 43 of 1942, as amended, or as may be amended.

5. CONTRACT OF EMPLOYMENT.

- (1) Every employee shall be deemed to be—
- (i) a weekly employee and shall be paid not less than the full weekly wage prescribed for his class in clause 4 (a) (i), (ii), (iii), (iv), or (v) whether he has worked the full hours of work or less, and be subject to all other conditions prescribed herein.
- (ii) *Differential Rates of Wages*.—An employee who is permitted or required to perform work for which a higher rate of wage is prescribed in clause 4 than his usual rate of wages shall be paid such higher rate in respect of the whole day irrespective of the number of hours worked on such work in any one day.
- (iii) *Calculation of Monthly Wages*.—A monthly wage shall be calculated at four and one-third times the weekly wage prescribed for an employee of his class in clause 4.
- (iv) *Subsistence Allowance*.—Whenever the work of an employee precludes him from returning to his home for his night's rest he shall be paid in addition to the wage prescribed in clause 4 a subsistence allowance of not less than:—
 - (a) where it is necessary for the employee to obtain an evening meal and bed: 15s.;
 - (b) where it is necessary for the employee to obtain an evening meal, bed and breakfast: 17s. 6d.;
 - (c) where it is necessary for the employee to obtain bed, breakfast, lunch and evening meal: £1. 1s. 0d.

6. PAYMENT OF WAGES.

(1) Employees' wages or any other earnings, overtime payments and the statutory cost of living allowances shall be paid weekly in cash not later than Friday or on the termination of service and not later than 20 minutes after completion of the day's work; provided the employer may, with the agreement of the employee, pay wages due monthly on the last working day of the month.

(2) *Wyse van betaling.*—Alle lone en verdienste moet weekliks in kontant betaal en aan die werknemer in 'n verseelde kovert oorhandig word waarop die volle besonderhede t.o.v. die getal ure waarin werk verrig is, die voorgeskrywe lone wat verskuldig is, oortydverdiens, indien daar is, en die lewenskostetoelae, asook die afgetrekte vakverenigingsbydraes en enige ander goedgekeurde aftrekkings kragtens die bepalings van hierdie Ooreenkoms uiteengesit is.

(3) *Premies.*—Geen betaling ten opsigte van indiensneming of opleiding van enige werknemer mag, hetsy regstreeks of onregstreeks deur 'n werkgever aangeneem of deur hom betaal word nie.

(4) *Aankoop van goedere.*—'n Werkgever kan nie sy werknemer verplig om goedere van hom of van 'n winkel of persoon wat hy aanwys, te koop nie.

(5) *Boetes en aftrekkings.*—'n Werkgever mag geen werknemer beboet nie en enige bedrag van sy werknemer se loon of ander verskuldigde betaling aftrek nie uitgesonderd onderstaande:—

- (i) Met die skriftelike toestemming van sy werknemer, aftrekkings vir verlof-, siekte-, versekerings-, voorsorg- en/of pensioenfondse;
- (ii) vakverenigingsbydraes kragtens klousule 12 hiervan;
- (iii) as 'n werknemer van sy werk af wegbly, 'n eweredige aftrekking vir die duur van sodanige afwesigheid;
- (iv) 'n aftrekking van bedrag wat 'n werkgever kragtens 'n wet of bevel van 'n bevoegde hof verplig of toegelaat word om af te trek.

(6) *Verlofbesoldiging.*—Die besoldiging wat kragtens klousule 8 (1) aan 'n werknemer verskuldig is, moet betaal word voor die aanvang van sodanige jaarlikse verlof en nie later as dertig minute na die laaste dag se werk alvorens die werknemer met verlof vertrek nie.

(7) *Siekteverlof.*—Die loon wat kragtens klousule 9 (1) aan 'n werknemer verskuldig is, moet op die gewone betaaldag en hoogstens een week na sodanige siekteverlof geneem is, betaal word.

7. WERK- EN OORTYDURE.

(1) *Werkure.*—(a) Die lone in klousule 4 voorgeskryf, is ten opsigte van 'n werknemer se gewone werkure wat hoogstens 48 in 'n week van Maandag tot en met Saterdag, 8½ uur van Maandag tot en met Vrydag en 5½ op Saterdag moet wees: (Met dien verstande dat geen werknemer verplig mag word om met werk later as 9 vm. op enige dag te begin nie; en indien 'n werknemer verplig word om later as 9 vm. op 'n dag te begin werk, moet dit vir die berekening van die gewone werkure beskou word asof hy om 9 vm. begin werk het).

(b) Behoudens die bepalings van subklousule (7) moet alle werkure aaneenlopend wees.

(2) *Oortydure.*—Alle ure wat bo die gewone werkure, soos hierin voorgeskryf, gewerk het, moet as oortydwerk beskou word.

(3) *Soldiging vir oortydwerk.*—'n Werknemer wat oortydure werk, moet vir elke uur aldus gewerk minstens 1½ maal die weeklikse loon besoldig word soos voorgeskryf vir 'n werknemer van sy klas in klousule 4 gedeel deur 48.

(4) *Beperking van oortydwerk.*—'n Werkgever mag geen werknemer verplig of toelaat om meer as—

- (i) twee uur op 'n dag; of
- (ii) nege uur per week te werk nie.

(b) *Onontbeerlike dienste.*—Die bepalings van subklousule (4) is nie van toepassing tydens die verrigting van onontbeerlike dienste nie; met dien verstande dat 'n werknemer aldus werksaam besoldig moet word vir oortydwerk ten opsigte van elke uur of gedeelte van 'n uur daarvan bo die beperking genoem in subklousule (4) teen minstens dubbel die weeklikse loon wat vir 'n werknemer van sy klas in klousule 4 voorgeskryf is, gedeel deur 48.

(c) *Berekening van oortydloon.*—Oortydloon moet ten opsigte van 'n werknemer wat op 'n weeklikse basis werk bereken word volgens die weeklikse totaal ure wat aan oortydwerk bestee is en in die geval van breuke van 'n uur moet die besoldiging na verhouding wees.

(5) *Sondagwerk en besoldiging vir Sondae.*—(a) Op Sondae mag geen werk verrig word sonder dat toestemming vooraf van die werknemer verkry is nie. Tyd wat op Sondag gewerk word, word nie as deel van die normale werkure of as oortydwerk beskou nie.

(b) Vir werk wat op 'n Sondag verrig word, moet besoldiging geskied teen minstens die volgende lone vir 9 uur of minder waarin werk verrig is: dubbel die weeklikse loon soos vir sy klas voorgeskryf gedeel deur ses.

(c) Vir enige tyd waarin werk verrig is deur 'n werknemer bo die 9 uur op 'n Sondag, moet besoldiging geskied teen dubbel die Sondagloonskaal vir sy klas en so 'n vermeerdering mag twee uur op 'n Sondag nie te bowe gaan nie.

(6) *Besoldiging vir openbare vakansiedae.*—(a) Geen werk mag op die openbare vakansiedae, soos vermeld in paragraaf (b), verrig word nie behalwe met die toestemming van die werknemer.

(b) 'n Werknemer wat op Goeie-Vrydag, Geloftedag, Kersdag en Nuwejaarsdag vir 9 uur lank of minder werk, moet ten minste dubbel die weeklikse loon ontvang soos vir 'n werknemer van sy klas in klousule 4, voorgeskryf gedeel deur ses vir elke dag of gedeelte daarvan.

(c) Vir tyd waarin werk deur 'n werknemer verrig word bo 9 uur op 'n openbare vakansiedag soos in hierdie subklousule voorgeskryf, moet besoldiging geskied teen minstens dubbel die loonskaal wat hierin vir sy klas voorgeskryf is ten opsigte van openbare vakansiedae en hierdie oortydure moet nie twee uur op enigeen van die openbare vakansiedae oorskry nie.

(2) *Method of Payment.*—All wages and earnings shall be paid in cash and handed to the employee in a sealed envelope, whereon are set out the full particulars of the number of hours worked, the prescribed wages earned, overtime earnings, if any, and the cost of living allowance, trade union subscriptions deducted and any other authorised deductions in terms of this Agreement.

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

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

(5) *Fines and Deductions.*—The employer shall not levy any fines against any employee, nor shall he make any deduction from his employee's wages or other payment due to such employee other than the following:—

- (i) With the written consent of his employee, deduction for holiday, sick, insurance, provident and/or pension funds;
- (ii) trade union dues in terms of clause 12 hereof;
- (iii) when an employee absents himself from work a deduction proportionate to the period of such absence;
- (iv) a deduction of any amount which the employer by any law or any competent court order is required or permitted to make.

(6) *Leave Pay.*—The pay due to an employee in terms of clause 8 (1) shall be paid before the commencement of such annual leave and not later than thirty minutes after the last day's work before the employee proceeds on such leave.

(7) *Sick Leave.*—The wages due to an employee in terms of clause 9 (1) shall be paid on the usual pay day not later than one week after such sick leave has been taken.

7. HOURS OF WORK AND OVERTIME.

(1) *Hours of Work.*—(a) The wages prescribed in clause 4 are in respect of the ordinary working hours of any employee which shall not exceed 48 in any one week from Monday to Saturday inclusive, 8½ hours from Monday to Friday inclusive and 5½ on Saturday; provided that an employee shall not be required to commence work later than 9 a.m. on any one day; and if an employee is required on any day to commence later than 9 a.m., he shall for the purpose of calculating the usual working hours and overtime be deemed to have commenced work at 9 a.m.

(b) Subject to the provisions of sub-clause (7) all hours of work on any day shall be consecutive.

(2) *Overtime.*—All hours worked in excess of the ordinary hours of work prescribed herein shall be deemed to be overtime.

(3) *Payment of Overtime.*—An employee who works overtime shall be paid for each hour so worked not less than one-and-a-half times the weekly wage prescribed for an employee of his class in clause 4 divided by 48.

(4) *Limitations of Overtime.*—(a) The employer shall not require or permit any employee to work overtime for more than—

- (i) two hours in any one day;
- (ii) nine hours in any one week.

(b) *Essential Services.*—The provisions of sub-clause (4) shall not apply during the performance of essential services; provided that an employee so engaged shall be paid, in respect of each hour or part thereof of overtime, in excess of the limitation referred to in sub-clause (4), at not less than double the weekly remuneration prescribed for an employee of his class in clause 4, divided by 48.

(c) *Calculation of Overtime.*—Overtime in respect of a weekly employee shall be calculated on the basis of the weekly total of overtime worked, and in cases of fractions of an hour the payment shall be *pro rata*.

(5) *Sunday Work and Payment for Sundays.*—(a) No work shall be performed on Sundays without the prior Agreement of the employee. Time worked on a Sunday shall not be reckoned as part of the normal hours of work or overtime.

(b) Time worked on Sunday shall be paid for at not less than the following rate for 9 hours worked or less: Double the weekly wage so prescribed for his class divided by six.

(c) Any time worked by an employee in excess of 9 hours on a Sunday shall be paid at double the Sunday rate of wages for his class and such excess shall not exceed two hours on any Sunday.

(6) *Payment of Public Holidays.*—(a) No work shall be performed on the public holidays specified in paragraph (b), except by Agreement of the employee.

(b) An employee who works on Good Friday, Day of the Covenant, Christmas Day and New Year's day for 9 hours or less shall be paid not less than double the weekly wage prescribed for an employee of his class in clause 4 divided by six for each day or part thereof.

(c) Any time worked by an employee in excess of 9 hours on a Public holiday prescribed in this sub-clause shall be paid for at not less than double the rate of wages prescribed for his class herein for Public holidays and such overtime shall not exceed two hours on any one public holiday.

(7) *Etensure*.—Aan 'n werknemer moet een uur vir 'n maal na 5 uur se werk toegestaan word en tydens so 'n onderbreking mag geen werk verrig word nie; met dien verstande dat, as 'n werkgewer 'n werknemer verplig of toegelaat om langer as een uur aan 'n maaltyd te bestee, alle tyd bo één uur as deel van die gewone werkdre gereken moet word.

(8) *Rustye*.—Behoudens soos bepaal in klousule 7 (4) (b), mag 'n werkgewer nie 'n werknemer verplig of toelaat om op so 'n wyse werk te verrig dat hy nie minstens 12 agtereenvolgende ure rus in enige tydperk van 24 uur, bereken van die tyd waarop die werknemer op so 'n dag begin werk het, kan geniet nie.

8. JAARLIKSE VERLOF EN OPENBARE VAKANSIEDAE.

(1) Aan 'n werknemer moet ten opsigte van elke volle diensjaar by dieselfde werkgewer twee-en-'n-half aaneenlopende weke (vyftien aaneenlopende werkdre) verlof met volle besoldiging toegestaan word; met dien verstande dat—

- (i) die verlof nie met 'n tydperk wanneer 'n werknemer verplig is om opleiding kragtens die Zuid Afrika Verdedigings Wet, 1912, te ondergaan, mag saamval nie;
- (ii) as Goeie-Vrydag, Geloftedag, Kersdag of Nuwejaarsdag binne sodanige verloftydperk val, dié dag aan genoemde tydperk toegevoeg moet word as 'n verdere tydperk van verlof met besoldiging; en
- (iii) 'n werkgewer enige geleentheidsverlof met volle besoldiging wat gedurende die twaalf maande onmiddellik voor die datum waarop so 'n werknemer tot jaarlikse verlof geregtig was, op die werknemer se eie versoek aan die werknemer toegestaan is, van sodanige verlof kan aftrek.

(2) Die verlof wat in subklousule (1) genoem is, moet toegestaan word op 'n tyd wat deur die werkgewer vasgestel word; met dien verstande dat—

- (i) 'n werkgewer sy werknemer kan verplig of toelaat om sy jaarlikse verlof voor voltooiing van die diensjaar waarop dit betrekking het, te neem;
- (ii) as sodanige verlof nie eerder toegestaan is nie, dit binne twee maande na die diensjaar waarop dit betrekking het, toegestaan moet word.

(3) 'n Werknemer wie se dienskontrak in die eerste jaar diens by dieselfde werkgewer voor die voltooiing van dié jaar eindig, moet by daardie beëindiging ten opsigte van elke voltooide maand diens in sodanige jaar 'n bedrag van minstens die weeklikse loon ontvang wat die werknemer net voor die datum van sodanige beëindiging verdien het, gedeel deur vyf vier-en-twentigstes.

(4) Aan 'n werknemer wat geregtig is tot verlof kragtens subklousule (1) en wie se diens beëindig word eerdat sodanige verlof toegestaan is, moet in plaas van verlof ten opsigte van elke voltooide maand van so 'n tydperk van minder as een jaar, minstens vyf vier-en-twentigstes van die weeklikse loon betaal word wat hy net voor die datum van sodanige beëindiging verdien het.

(5) *Openbare vakansiedae*.—Bo en behalwe die verlof voorgeskryf in subklousule (1) is 'n werknemer geregtig tot verlof op Goeie-Vrydag, Geloftedag, Kersdag en Nuwejaarsdag en moet ten opsigte van elke dag minstens die volle besoldiging ontvang en met die toestemming van die werknemer kan hy verplig word om op enigen van daardie dae te werk.

(6) „Diens” word beskou as enige periode of periodes waarin die werknemer—

- (i) met verlof kragtens subklousule (1) afwesig is;
- (ii) kragtens die Zuid Afrika Verdedigings Wet, 1912, opleiding moet ondergaan;
- (iii) van werk afwesig is op bevel of op versoek van sy werkgewer;
- (iv) met siekteverlof kragtens klousule 9 afwesig is wat tesaam hoogstens tien weke in 'n jaar bedra en beskou moet word as beginnende, in die geval van alle werknemers, vanaf die datum waarop die werknemer by sy werkgewer in diens tree met terugwerkende krag; met dien verstande dat, indien 'n werknemer se tydperk van opleiding, kragtens die Zuid Afrika Verdedigings Wet, 1912, in enige jaar minder as dertig dae is, die tydperk van tien weke genoem in paragraaf (6), na verhouding verminder word tot die korter tydperk van opleiding.

(7) Jaarlikse verlof en siekteverlof mag nie saamval nie.

9. SIEKTEVERLOF.

(1) Aan 'n werknemer wat na een maand se diens by dieselfde werkgewer afwesig is weens siekte of teespoed wat nie kragtens die Ongevallewet, 1941, vergoed word nie en nie deur die werknemer se eie nalatigheid of wangedrag veroorsaak is nie, moet hoogstens altesaam twaalf werkdre se siekteverlof in enige diensjaar toegestaan word en hy moet besoldig word ten opsigte van elke dag daarvan teen 'n bedrag van minstens een-sesde van die weeklikse loon wat die werknemer net voor die datum van sodanige verlof ontvang het; met dien verstande dat die werkgewer sy werknemer mag verplig om 'n mediese sertifikaat ten opsigte van enige afwesigheid te verskaf waarvoor siekteverlof aangevra word.

(2) Vir die toepassing van hierdie klousule het die uitdrukking „diens” dieselfde betekenis as in klousule 8 (6).

(7) *Meal Hours*.—An employee shall be allowed one hour for a meal after 5 hours work during which interval no work shall be performed; provided that if an employer requires or permits any employee to take more than one hour for a meal all time in excess of one hour shall be reckoned as part of the ordinary hours of work.

(8) *Rest Periods*.—Save as provided in clause 7 (4) (b), the employer shall not require or permit an employee to work so that the employee has not at least twelve consecutive hours for rest in any period of twenty-four hours calculated from the time the employee commences work on any day.

8. ANNUAL LEAVE AND PUBLIC HOLIDAYS.

(1) An employee shall be granted two-and-a-half consecutive weeks' leave (fifteen consecutive work days) on full pay in respect of each year of employment completed with the same employer, provided that—

- (i) the period of such leave shall not be concurrent with any period during which an employee is required to undergo training under the South Africa Defence Act, 1912;
- (ii) if Good Friday, Day of the Covenant, Christmas Day or New Year's Day fall within the period of such leave such day shall be added to the said period as a further period of absence with pay; and
- (iii) the employer may set off against such period of annual leave any days of occasional leave with full pay granted to his employee at the employee's request during the twelve months immediately preceding the date on which such employee became entitled to annual leave.

(2) The leave referred to in sub-section (1) shall be granted at a time to be fixed by the employer, provided that—

- (i) the employer may require or permit his employee to take his annual leave before the completion of the year of employment to which it relates.
- (ii) if such leave has not been granted earlier, it shall be granted within two months of the year of employment to which it relates.

(3) An employee whose contract of employment terminates in the first year of employment with the same employer before completion of such year, shall upon such termination be paid in respect of each completed month of employment in such year an amount not less than the weekly wage which the employee was receiving immediately prior to the date of such termination divided by five twenty-fourths.

(4) An employee who has become entitled to a period of leave in terms of sub-section (1) and whose employment terminates before such leave has been granted shall be paid in lieu of leave and in respect of each completed month of such period of less than one year not less than five twenty-fourths of the weekly wage which he was receiving immediately before the date of such termination.

(5) *Public Holidays*.—In addition to the leave prescribed in sub-clause (1) an employee shall be entitled to and be granted leave on Good Friday, Day of the Covenant, Christmas Day and New Year's Day and shall be paid in respect of each day not less than full pay, and with the consent of the employee may be required to work on any such day.

(6) „Employment” shall be deemed to include any period or periods during which an employee is—

- (i) absent on leave in terms of sub-clause (1);
- (ii) required to undergo training under the South Africa Defence Act, 1912;
- (iii) absent from work on the instructions or at the request of the employer;
- (iv) absent on sick leave in terms of clause 9 amounting in the aggregate to not more than ten weeks in any year, and shall be deemed to commence, in the case of all employees, from the date the employee enters his employer's service, with retrospective effect.

Provided that if in any year the period of training under the South Africa Defence Act, 1912, of any employee is for less than thirty days the period of ten weeks referred to in paragraph (6) shall be reduced in proportion to the shorter period of training.

(7) Annual leave and sick leave shall not run concurrently.

9. SICK LEAVE.

(1) An employee who has completed one month's employment with the same employer and who is absent from work through sickness, or accident, other than an accident compensable under the Workmen's Compensation Act, 1941, not caused by the employee's own neglect or misconduct, shall be granted sick leave not exceeding twelve working days in the aggregate in any one year of employment and shall be paid in respect of each day thereof an amount not less than one-sixth of the weekly remuneration, which the employee was receiving immediately prior to the date of such leave; provided that the employer may require his employee to produce a medical certificate in respect of any absence for which sick pay is claimed.

(2) For the purpose of this clause the expression „employment” shall have the same meaning as in clause 8 (6).

10. LOGBOEK.

(1) 'n Werkgewer moet vir die gebruik van elke voertuigbestuurder in sy diens 'n logboek met duplikaatblaaie in die volgende vorm verskaf:—

.....Datum.
(Besonderhede wat soos hulle voorkom, ingevul moet word.)
Naam van werkgewer
Naam van bestuurder
Daaglikse of weeklikse loonskaal
Voertuig, registrasienommer en sleepwa
Gewig sonder vrag (voertuig en sleepwaens saam)
Aansvangstyd van werk
Stakingstyd van werk
Getal werkure waarin werk verrig is
Getal oortydure waarin werk verrig is
Defekte

.....Handtekening van bestuurder.

.....Handtekening van werkgewer of behoorlik gemagtigde verteenwoordiger.

.....Hoedanigheid.

Datum.....

Die bestuurder van bogenoemde voertuig het opdrag van my ontvang om met die voertuig te ry ondanks defekte wat gerapporteer is/die defekte is herstel (skrap wat nie van toepassing is nie).

.....Handtekening.

.....Handtekening van werkgewer of behoorlik gemagtigde verteenwoordiger.

.....Hoedanigheid.

Datum.....

(2) Elke bestuurder, tensy deur siekte of ander onvermydelike oorsake verhinder, moet ten opsigte van elke dag se werk die daaglikse logboek in tweevoud invul in die vorm soos voorgeskryf.

(3) Elke bestuurder moet na voltooiing van die dagtaak 'n duplikaat van die logboek aantekening van sodanige dag by sy werkgewer inlewer.

(4) Duplikate van die daaglikse logboek moet vir 'n tydperk van twee jaar na die vervaldag bewaar word.

(5) Indien 'n defek eenmaal deur 'n voertuigbestuurder in die logboek aangeteken is, is die werkgewer of sy behoorlik gevolmagtigde verteenwoordiger verplig om sy magtiging vir verdere gebruik van die voertuig in die logboek aan te teken.

11. BEÏNDIGING VAN DIENSKONTRAK.

(1) 'n Werkgewer of sy werknemer moet vir beëindiging van die dienskontrak minstens een week skriftelike kennis gee; of 'n werkgewer kan sonder kennisgewing die dienskontrak beëindig indien hy aan die werknemer 'n bedrag betaal gelykwaardig aan die weeklikse loon wat die werknemer verdien het gedurende die week net voor die beëindiging van die dienskontrak; met dien verstande dat dit nie inbreuk maak op—

(i) 'n werkgewer of werknemer se reg om die dienskontrak sonder kennisgewing te beëindig om 'n rede wat volgens wet as voldoende beskou word;

(ii) 'n Ooreenkoms tussen werkgewer en werknemer wat vir 'n tydperk van kennisgewing ten behoeve van albei partye en vir langer as een week voorsiening maak;

voorts met dien verstande dat, as 'n Ooreenkoms kragtens paragraaf (ii) aangegaan is, die besoldiging in plaas van kennisgewing in verhouding moet wees tot die tydperk soos ooreengekom.

(2) Geen jaarlikse verloop of siekteverlof mag met die tydperk van kennisgewing saamval nie.

12. VAKVERENIGINGBYDRAES.

(1) Elke werkgewer moet van elkeen van sy motorvoertuigbestuurders se weekloon die bydrae wat aan die vakvereniging verskuldig is, aftrek.

(2) Elke werkgewer moet die bedrag wat kragtens hierdie klousule afgetrek is, gepaard met die werknemer se lidmaatskapsnommer en die naam, voor of op die 15de dag van elke maand aan die Sekretaris van die Vakvereniging stuur.

13. VERTONING VAN OOREENKOMS EN KENNISGEWING.

(1) Elke werkgewer moet op 'n opvallende plek in die persele waarin sy motorvoertuie gehuisves word en by die gebruiklike plek vir die betaling van lone, wat vir sy werknemers maklik toeganklik is, 'n leesbare afskrif van hierdie Ooreenkoms in sy geheel, in beide amptelike tale aanplak en aangeplak hou.

(2) Elke werkgewer moet op dieselfde wyse 'n kennisgewing aanplak en aangeplak hou waarin die dag van die week, die tyd en plek vermeld word waar betaling van lone gewoonlik geskied. Indien lone op meer as een plek betaal word, moet die kennisgewing sodanige plekke vermeld.

Op hede die eerste dag van November 1952 in Johannesburg namens die partye onderteken.

J. A. WALTERS,
Voorsitter van die Raad.

S. J. de JONGH,
Adjunk-Voorsitter van die Raad.

J. J. WEDDERBURN,
Verteenwoordigende die Werknemers.

J. G. PIETERS,
Verteenwoordigende die Werknemers.

10. LOG-BOOK.

(1) The employer shall provide a log-book with duplicate folios for the use of each driver in his employ, in the following form:—

.....Date.
(Particulars to be filled in as they occur.)
Name of employer.....
Name of driver.....
Daily or weekly wage rate.....
Vehicle, registration number and trailer.....
Unladen weight (vehicle and trailers combined).....
Time of starting work.....
Time of finishing work.....
Number of ordinary hours worked.....
Number of overtime hours worked.....
Defects

.....Signature of Driver.

.....Signature of employer or duly authorised representative.

.....Capacity.

Date.....

The driver of the above-mentioned vehicle has been instructed by me to take the vehicle on the road in spite of defects reported/the defects have been rectified (delete whichever does not apply).

.....Signature.....

.....Signature of employer or duly authorised representative.

.....Capacity.

Date.....

(2) Every driver, unless precluded from doing so by sickness or other unavoidable cause, shall keep the daily log-book in duplicate in the form prescribed in respect of each day's work.

(3) Every driver shall upon completion of the day's work to which it relates deliver a duplicate copy of the log-book record for that day to his employer.

(4) Duplicates of the daily log-book shall be retained by the employer for a period of two years subsequent to the date of its completion.

(5) Once a defect has been entered by a driver in the log-book it shall be incumbent upon the employer or his duly accredited representative to enter in the log-book his authority for the further use of the vehicle.

11. TERMINATION OF CONTRACT OF EMPLOYMENT.

(1) The employer or his employee shall give not less than one week's notice, in writing, to terminate the contract of employment; or an employer may terminate the contract of employment without notice by paying the employee an amount equal to the weekly remuneration which the employee was receiving during the week immediately preceding the termination of the contract of employment; provided that this shall not affect—

(i) the right of the employer or employee to terminate the contract of employment without notice for any cause recognised by law as sufficient;

(ii) any Agreement between the employer and his employee which provides for a period of notice of equal duration on both sides and for longer than one week;

provided further that if an Agreement has been entered into in terms of paragraph (ii) the payment in lieu of notice shall be proportionate to the period of the notice agreed upon.

(2) Neither annual leave nor sick leave and notice shall run concurrently.

12. TRADE UNION DUES.

(1) The employer shall deduct from the wages of each of his motor vehicle drivers' weekly wage the amount of Trade Union dues payable to the Trade Union.

(2) The employer shall transmit such amount deducted in terms of this clause, together with the employees' membership card number and the name, not later than the 15th day of each month to the Secretary of the Trade Union.

13. EXHIBITION OF AGREEMENT AND NOTICES.

(1) The employer shall affix and keep affixed in a conspicuous place in the premises in which his motor vehicles are garaged and at the usual place of the payment of wages, readily accessible to his employees, a legible copy of this Agreement in *toto*, and in both official languages.

(2) The employer shall affix and keep affixed in like manner a notice specifying the day of the week and the time and place at which wages will ordinarily be paid. If the wages are paid at more than one place, the notice shall specify such places.

Signed at Johannesburg on behalf of the parties on the First day of November, 1952.

J. A. WALTERS,
Chairman of the Board.

S. J. de JONGH,
Vice-Chairman of the Board.

J. J. WEDDERBURN,
Representing the Employers.

J. G. PIETERS,
Representing the Employees.

INVOERDERS UITVOERDERS NYWERAARS

teken in op



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*Die maandblad
van die Departement van Handel en Nywerheid*

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