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UNIE VAN SUID-AFRIKA

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

## GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

### DEPARTMENT OF LABOUR.

\* No. 760.] [27 April 1956.  
INDUSTRIAL CONCILIATION ACT, 1937.

#### ROAD PASSENGER TRANSPORT INDUSTRY, PORT ELIZABETH.

I, JOHANNES DE KLERK, Minister of Labour, hereby—

- (a) in terms of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1937, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Road Passenger Transport Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, upon the employers who and the trade union which entered into the said Agreement and upon the employees who are members of that union;
- (b) in terms of sub-section (2) of section *forty-eight* of the said Act, declare that the provisions contained in the said Agreement, excluding clauses 1, 2, 10, 13 and 17 of Part I, shall be binding from the second Monday after the date of publication of this notice, and for the period ending three years from the said second Monday, upon the other employers and employees engaged or employed in the said Industry in the Magisterial District of Port Elizabeth; and
- (c) in terms of sub-section (4) of section *forty-eight* of the said Act, declare that in the Magisterial District of Port Elizabeth and from the second Monday after the date of publication of this notice and for the period ending three years from the said second Monday, the provisions contained in the said Agreement, excluding clauses 1, 2, 10, 13 and 17 of Part I, shall *mutatis mutandis* apply in respect of such persons in the said Industry as are not included in the definition of the expression "employee", contained in section *one* of the said Act.

J. DE KLERK,  
Minister of Labour.

## GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

### DEPARTEMENT VAN ARBEID.

\* No. 760.] [27 April 1956.  
NYWERHEID-VERSOENINGSWET, 1937.

#### PADPASSASIEVERVOERNYWERHEID, PORT ELIZABETH.

Ek, JOHANNES DE KLERK, 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 hierby verskyn en op die Padpassasiersvervoernywerheid betrekking het, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af 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) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 1, 2, 10, 13 en 17 van deel I, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van genoemde tweede Maandag af eindig, bindend is vir die ander werkgewers en werknemers betrokke by of in diens in genoemde nywerheid in die magistraatsdistrik Port Elizabeth; en
- (c) kragtens subartikel (4) van artikel *agt-en-veertig* van genoemde Wet, dat die bepalings in genoemde Ooreenkoms vervat, uitgesonderd klousules 1, 2, 10, 13 en 17 van deel I, van die tweede Maandag na die datum van publikasie van hierdie kennisgewing af en vir die tydperk wat drie jaar van die genoemde tweede Maandag af eindig, in die magistraatsdistrik Port Elizabeth *mutatis mutandis* van toepassing is ten opsigte van persone in genoemde Nywerheid wat nie by die woordskrywing van die uitdrukking „werknemer”, vervat in artikel een van die genoemde Wet, ingesluit is nie.

J. DE KLERK,  
Minister van Arbeid.

## SCHEDULE.

INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER  
TRANSPORT INDUSTRY (PORT ELIZABETH).

## AGREEMENT

In accordance with the provisions of the Industrial Conciliation Act, No. 36 of 1937, made and entered into by and between—  
Port Elizabeth Electric Tramway Company, Limited;

W. T. Forlee;

St. Alban's Bus Service, (Pty.), Ltd.;

V. Valayden;

Klassen Bus Service, (Pty.), Ltd.;

(hereinafter referred to as the "employers") of the one part; and

Port Elizabeth Tramway and Bus Workers' Union

(hereinafter referred to as "the employees" or "the trade union") of the other part, being parties to the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth).

## PART I.

## 1. SCOPE OF APPLICATION OF AGREEMENT.

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

## 2. PERIOD OF OPERATION OF AGREEMENT.

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

## 3. DEFINITIONS.

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

— "Act" means the Industrial Conciliation Act, 1937;

— "coach painter" means an employee who has served an apprenticeship as such and is in possession of credentials in terms of the Apprenticeship Act;

— "Council" means the Industrial Council for the Road Passenger Transport Industry (Port Elizabeth) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1937;

— "conductor" means an employee engaged in the collection of fares on motor omnibuses and who is responsible for the safety of passengers and proper timely running of vehicles;

— "brush hand, grade I," means an employee engaged in painting up to and including the application of the final coat of colour, but excluding varnishing, fancy painting, painting of notices and advertisements;

— "brush hand, grade II," means an employee engaged in preparing vehicles for painting, applying priming coat, or colour washings;

— "duty schedule" means a schedule detailing the work which employees shall perform each week;

— "driver" means an employee engaged in driving motor omnibuses which are scheduled in passenger service;

— "duty bus driver" means a shed employee taking and fetching men to and from work;

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

— "spreadover" means the period in any one day between the commencing and finishing time of an employee's work as set forth on the duty schedule;

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

— "shed employee" means an employee other than a driver and conductor whose wages are prescribed in this Agreement;

— "grade A shed employee" means an employee who is engaged in all or any of the following occupations: Radiator repairing; relining brake shoes; removing and refitting tyres and tubes to wheel rims; van driving; shunting and changing vehicles for service; assistants to mechanics, fitters and electricians; cleaner charge-hands and stores assistants;

## BYLAE.

NYWERHEIDSRAAD VIR DIE PADPASSASIEVERVOER-  
NYWERHEID (PORT ELIZABETH).

## OOREENKOMS

kragtens die bepalings van die Nywerheid-versoeningswet, No. 36 van 1937, gesluit en aangegaan tussen die

Port Elizabeth Electric Tramway Company, Limited;

W. T. Forlee;

St. Alban's Bus Service, (Pty.), Ltd.;

V. Valayden;

Klassen Bus Service, (Pty.), Ltd.;

(hieronder die „werkgewers” genoem), aan die een kant, en die

Port Elizabeth Tramway and Bus Workers' Union

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

wat die partye is by die Nywerheidsraad vir die Padpassasiersvervoernywerheid (Port Elizabeth).

## DEEL I.

## 1. BESTEK VAN TOEPASSING VAN OOREENKOMS.

Die bepalings van hierdie Ooreenkoms moet in die magistraats-distrik Port Elizabeth nagekom word deur die werkgewers, genoem in die aanhef tot die Bylae, wat die Padpassasiersvervoernywerheid uitoefen, en deur alle werknemers wat lede van die vakvereniging is en in daardie nywerheid in diens is en vir wie lone en diensvoorwaardes in hierdie Ooreenkoms voorgeskryf word.

## 2. GELDIGHEIDSDUUR VAN OOREENKOMS.

Hierdie Ooreenkoms tree in werking op 'n datum deur die Minister bepaal te word ingevolge artikel agt-en-veertig van die Nywerheid-versoeningswet, 1937, en bly drie jaar lank van krag of vir sodanige tydperk as wat hy kan vasstel.

## 3. WOORDOMSKRYWINGS.

Enige uitdrukkings wat in hierdie Ooreenkoms gebesig word en in die Wet bepaal is, het dieselfde betekenis as in dié Wet; elke verwysing na 'n wet of ordonnansie omvat elke wysiging van dié wet of ordonnansie en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vrouens; voorts, tensy dit in stryd is met die samehang, beteken—

„Wet”, die Nywerheid-versoeningswet, 1937;

„passasierswaskilder”, 'n werknemer wat 'n vakleerlingskap gedien het en as sodanig in besit is van al die bewysstukke kragtens die Wet op Vakleerlinge;

„Raad”, die Nywerheidsraad vir die Padpassasiersnywerheid (Port Elizabeth), geregistreer kragtens artikel twee van die Nywerheid Versoenings Wet, 1924, en kragtens die Nywerheid-versoeningswet, 1937, as geregistreer beskou;

„kondukteur”, 'n werknemer wat op motorbusse die reisgeld invorder en verantwoordelik is vir die veiligheid van passasiers en dat die voertuie volgens tydtafel loop;

„graad I-skilder”, 'n werknemer wat tot en met die laaste kleurlaag skilder, maar nie vernis, sierskilder, kennisgewings en advertensies skilder nie;

„graad II-skilder”, 'n werknemer wat voertuie vir die skilder voorberei, grondverf of kleurlaag aanbring;

„diensrooster”, 'n rooster wat in besonderhede die werk vermeld wat elke week deur werknemers verrig moet word;

„bestuurder”, 'n werknemer wat motorbusse bestuur wat in die rooster vir passasiersdiens opgeneem is;

„padpassasiersvervoernywerheid” of „nywerheid”, die nywerheid waarin werkgewers en werknemers geassosieer is vir die doel van vervoer teen betaling oor 'n openbare pad, van 'n persoon of persone deur middel van 'n voertuig (uitgesonderd 'n voertuig onder beheer van die Suid-Afrikaanse Spoorweë en Hawensadministrasie) ontwerp vir voertuigbeweging deur ander krag as van mens of dier en ontwerp om, benevens die bestuurder van daardie voertuig, meer as agt persone te vervoer;

„werkdag”, die tydperk op 'n dag tussen die begin- en ophou tyd van 'n werknemer se werk, soos vermeld op die diensrooster;

„diens”, die totale tydperk van ononderbroke diens van 'n werknemer by dieselfde werkgewer in die nywerheid voor of na die datum waarop dié Ooreenkoms in werking tree;

„loodsman”, 'n werknemer, uitgesonderd 'n bestuurder en kondukteur, wie se lone in dié Ooreenkoms voorgeskryf word;

„graad A-loodsman”, 'n werknemer wat enigeen van of al die volgende werksaamhede verrig: Verkoelers heelmaak; renskoene van nuwe voering voorsien; buitebande en binnebande van wielvelling afhaal en weer opsit; toewaens bestuur; voertuie vir diens ranger en vervang; werktuigkundiges, monteure en elektrisiërs se helpers; skoonmakeronderbase en magasynmeestershulpe;

"grade B shed employee" means an employee engaged in any or all of the following occupations: Attending to batteries; operating polishing machines; refueling of vehicles; greasing; tyre inflating; wheel changing; steam degreasing and leather trimmers (upholstery); welders' assistants; carpenters' assistants and panel beaters' assistants;

"grade C shed employee" means cleaners and labourers not otherwise specified;

"unskilled labourer" means an employee wholly or mainly engaged in one or more of the following operations:—

- (i) Loading or unloading vehicles or receptacles;
- (ii) removing refuse or ashes;
- (iii) excavating and/or filling earth, sand, tar or rubble;
- (iv) gardening.

#### 4. WAGES.

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

|                                                                   | Per<br>Hour.<br>s. d. |
|-------------------------------------------------------------------|-----------------------|
| (a) <i>Drivers and Conductors.</i>                                |                       |
| First six months of service ... ..                                | 2 8                   |
| Second six months of service ... ..                               | 2 10                  |
| Second year of service ... ..                                     | 3 1                   |
| Third year of service ... ..                                      | 3 5                   |
| Fourth year of service ... ..                                     | 3 7                   |
| Fifth year of service ... ..                                      | 3 8                   |
| Sixth year of service ... ..                                      | 3 9                   |
| Seventh year of service ... ..                                    | 3 10                  |
| Eighth year of service ... ..                                     | 3 11                  |
| Ninth year of service ... ..                                      | 4 0                   |
| Tenth year of service ... ..                                      | 4 1                   |
| Eleventh year and thereafter ... ..                               | 4 3                   |
| (b) <i>Signwriter, coach painter and trimmer (upholstery)</i> ... | 3 8                   |
| (c) <i>Brush-hand, grade I.</i>                                   |                       |
| First three years in the grade ... ..                             | 2 5                   |
| Fourth year and thereafter ... ..                                 | 2 6                   |
| (d) <i>Brush-hand, grade II.</i>                                  |                       |
| First year in the grade ... ..                                    | 1 9                   |
| Second year in the grade ... ..                                   | 1 11                  |
| Third year in the grade ... ..                                    | 2 0                   |
| Fourth year and thereafter ... ..                                 | 2 1                   |
| (e) <i>Grade A shed employees.</i>                                |                       |
| First year in the grade ... ..                                    | 1 9                   |
| Second year in the grade ... ..                                   | 1 11                  |
| Third year in the grade ... ..                                    | 2 0                   |
| Fourth year and thereafter ... ..                                 | 2 1                   |
| (f) <i>Grade B shed employees.</i>                                |                       |
| First year in the grade ... ..                                    | 1 7                   |
| Second year in the grade ... ..                                   | 1 9                   |
| Third year in the grade ... ..                                    | 1 10                  |
| Fourth year and thereafter ... ..                                 | 1 11                  |
| (g) <i>Grade C shed employees.</i>                                |                       |
| First year in the grade ... ..                                    | 1 2                   |
| Second year in the grade ... ..                                   | 1 4                   |
| Third year in the grade ... ..                                    | 1 5                   |
| Fourth year in the grade ... ..                                   | 1 7                   |
| Fifth year and thereafter ... ..                                  | 1 8                   |
| (h) <i>Duty bus driver</i> ... ..                                 | 2 7                   |
| (i) <i>Unskilled labourer</i> ... ..                              | 1 0                   |

(2) All employees for whom wages are prescribed in sub-clauses 4 (1) (b) to 4 (1) (i) inclusive, and who have completed 11 years of service with the same employer shall be paid an extra 2d. per hour, those employees who have completed 15 years of service with the same employer shall be paid an extra 3d. per hour, and those employees who have completed 20 years of service with the same employer shall be paid an extra 4d. per hour.

(3) *Cost of Living Allowances:* (a) (i) *Drivers and Conductors.*—In addition to the rates of wages specified for drivers and conductors, a cost of living allowance on the following basis shall be paid each week:—

A driver or conductor shall receive a cost of living allowance of £3. 15s. 8d. (1s.).

(ii) *Shed Employees.*—In addition to the rates of wages specified for shed employees, a cost of living allowance on the following basis shall be paid to each employee each week:—

An employee whose basic wage is an amount—

- (A) not exceeding £3 per week: £2. 12s. 4d. (7d.)
- (B) exceeding £3, but not exceeding £3. 10s. per week: £3. 0s. 8d. (8d.)
- (C) exceeding £3. 10s., but not exceeding £4 per week: £3. 9s. (9d.)
- (D) exceeding £4, but not exceeding £4. 10s. per week: £3. 17s. 4d. (10d.)
- (E) exceeding £4. 10s., but not exceeding £4. 18s. per week: £4. 5s. 8d. (11d.)
- (F) exceeding £4. 18s. 1d. per week: £4. 14s. (1s.)

"graad B-loodsman", 'n werknemer wat enigteen van of al die volgende werksaamhede verrig: Batterie versorg; poleermasjiene bedien; voertuie se brandstof aanvul; smeer; bande oppomp; wiele omruil; ghries met stoom verwyder; leer-bekleërs (stofferwerk); sweisersassistent; timmermanshulpe en paneelmakershulpe;

"graad C-loodsman", skoonmakers en arbeiders nie elders genoem nie;

"ongeskoolde arbeider", 'n werknemer wat uitsluitlik of hoofsaaklik in diens is vir een of meer van ondergenoemde werksaamhede:—

- (i) Voertuie of houers laai of aflaai;
- (ii) afval of as verwyder;
- (iii) grond, sand, teer of puin uitgrawe of daarmee vul;
- (iv) tuinmaak.

#### 4. LONE.

(1) Geen laer lone as die volgende mag deur 'n werkgever betaal of deur 'n werknemer aangeneem word nie:—

|                                                                           | Per<br>uur.<br>s. d. |
|---------------------------------------------------------------------------|----------------------|
| (a) <i>Bestuurders en kondukteurs.</i>                                    |                      |
| Eerste ses maande diens ... ..                                            | 2 8                  |
| Tweede ses maande diens ... ..                                            | 2 10                 |
| Tweede jaar diens ... ..                                                  | 3 1                  |
| Derde jaar diens ... ..                                                   | 3 5                  |
| Vierde jaar diens ... ..                                                  | 3 7                  |
| Vyfde jaar diens ... ..                                                   | 3 8                  |
| Sesde jaar diens ... ..                                                   | 3 9                  |
| Sewende jaar diens ... ..                                                 | 3 10                 |
| Agste jaar diens ... ..                                                   | 3 11                 |
| Negende jaar diens ... ..                                                 | 4 0                  |
| Tiende jaar diens ... ..                                                  | 4 1                  |
| Elfde jaar en daarna ... ..                                               | 4 3                  |
| (b) <i>Letterskilder, passasierswaskilder en bekleër (stofferder)</i> ... | 3 8                  |
| (c) <i>Skilder, graad I.</i>                                              |                      |
| Eerste drie jaar in die graad ... ..                                      | 2 5                  |
| Vierde jaar en daarna ... ..                                              | 2 6                  |
| (d) <i>Skilder, graad II.</i>                                             |                      |
| Eerste jaar in die graad ... ..                                           | 1 9                  |
| Tweede jaar in die graad ... ..                                           | 1 11                 |
| Derde jaar in die graad ... ..                                            | 2 0                  |
| Vierde jaar en daarna ... ..                                              | 2 1                  |
| (e) <i>Graad A-loodsmanne.</i>                                            |                      |
| Eerste jaar in die graad ... ..                                           | 1 9                  |
| Tweede jaar in die graad ... ..                                           | 1 11                 |
| Derde jaar in die graad ... ..                                            | 2 0                  |
| Vierde jaar en daarna ... ..                                              | 2 1                  |
| (f) <i>Graad B-loodsmanne.</i>                                            |                      |
| Eerste jaar in die graad ... ..                                           | 1 7                  |
| Tweede jaar in die graad ... ..                                           | 1 9                  |
| Derde jaar in die graad ... ..                                            | 1 10                 |
| Vierde jaar en daarna ... ..                                              | 1 11                 |
| (g) <i>Graad C-loodsmanne.</i>                                            |                      |
| Eerste jaar in die graad ... ..                                           | 1 2                  |
| Tweede jaar in die graad ... ..                                           | 1 4                  |
| Derde jaar in die graad ... ..                                            | 1 5                  |
| Vierde jaar in die graad ... ..                                           | 1 7                  |
| Vyfde jaar en daarna ... ..                                               | 1 8                  |
| (h) <i>Diensbusdrywer</i> ... ..                                          | 2 7                  |
| (i) <i>Ongeskoolde arbeider</i> ... ..                                    | 1 0                  |

(2) Alle werknemers vir wie lone in subklousules 4 (1) (b) tot en met 4 (1) (i) voorgeskryf is, wat 11 jaar diens by dieselfde werkgever voltooi het, moet 'n ekstra 2d. per uur betaal word; dié werknemers wat 15 jaar diens by dieselfde werkgever voltooi het, moet 'n ekstra 3d. per uur betaal word, en dié werknemers wat 20 jaar by dieselfde werkgever voltooi het, moet 'n ekstra 4d. per uur betaal word.

(3) *Lewenskostoelae:* (a) (i) *Bestuurders en kondukteurs.*—Benewens die loonskale wat vir bestuurders en kondukteurs voorgeskryf word, moet 'n lewenskostoelae op die volgende grondslag elke week betaal word:—

'n Bestuurder of kondukteur moet 'n lewenskostoelae betaal word van £3. 15s. 8d. (1s.)

(ii) *Loodsmanne.*—Benewens die loonskale wat vir loodsmanne voorgeskryf word, moet 'n lewenskostoelae op die volgende grondslag elke week aan elke werknemer betaal word:—

'n Werknemer wie se basiese loon 'n bedrag is van—

- (A) hoogstens £3 per week: £2. 12s. 4d. (7d.)
- (B) meer as £3 maar hoogstens £3. 10s. per week: £3. 0s. 8d. (8d.)
- (C) meer as £3. 10s. maar hoogstens £4 per week: £3. 9s. 0d. (10d.)
- (D) meer as £4 maar hoogstens £4. 10s. per week: £3. 17s. 4d. (10d.)
- (E) meer as £4. 10s. maar hoogstens £4. 18s. per week: £4. 5s. 8d. (11d.)
- (F) meer as £4. 18s. 1d. per week: £4. 14s. (1s.)

(b) The allowances set out in (a) (i) and (ii) above are based upon the cost of living index for the weighted average on the nine principal urban areas issued by the Department of Census and Statistics, Pretoria, and will be increased or decreased by the amount shown in brackets in the right-hand column for each completed 10 points variation in the index figure above or below 2,000.

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

(4) Subject to the provisions of sub-section (b) of sub-section (3) nothing in this Agreement shall operate to reduce the earnings of any employee at the date on which this Agreement comes into operation.

(5) (a) Ordinary and overtime wages and cost of living allowance shall be paid in cash weekly on the ordinary pay day which shall be Friday between the hours of 12 noon and 5 p.m. at the offices of the employer, or on termination of employment if this takes place before the ordinary pay day.

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

(6) Wages paid in terms of this Agreement shall be handed to employees in envelopes bearing on the outside the name of the employer, the date of payment, the name of the employee, the number of hours worked, all deductions and amount of money contained therein.

(7) An employer shall make the following deductions from his employee's weekly earnings:—

(a) Industrial Council, sick and pension fund contributions, trade union subscriptions, and levies.

(b) Any other deduction that may be mutually agreed in writing between the union, the employee and the employer concerned.

(8) Any employee who on any one day is required to perform two or more classes of work for which different rates are prescribed shall, for the time employed on the higher rated service be paid the higher rate.

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

#### 5. HOURS OF WORK.

(1) (a) Subject to the provisions of section 6 (1) of this Agreement, the ordinary working hours of all employees shall not exceed 44 hours in any one week except where an employee works in accordance with a duty schedule (which provides for the rotation of shifts over a period covering two or more weeks). Where an employee works in accordance with the hours detailed in such a duty schedule, the number of hours for which such employee shall be paid each week shall be calculated by dividing the total number of hours to be worked in accordance with such duty schedule by the number of weeks covered thereby; provided—

(i) that if the resulting quotient is less than 44 hours the employee shall be regarded for purposes of payment as working 44 hours in each week; and

(ii) that if the resulting quotient exceeds 44 hours the employee shall for the excess hours be paid at the rate of one and one-half times his ordinary rate of pay.

(b) Subject to the provisions of section 6 (1) and (2) of this Agreement, no employer shall require his employee to work—

(i) for more than eight hours per day on Sundays to Thursdays and 8½ hours per day on Fridays and Saturdays;

(ii) on more than six days in any one working week.

Time worked in excess of the ordinary hours prescribed in this section shall be paid at the rates provided in section 6 (1) of this Agreement.

(c) No driver or conductor shall be required to work on any one day for a longer period than five hours without a break of not less than 24 minutes.

(d) The following times shall be allowed to drivers and conductors for purposes specified:—

##### Drivers.

Taking buses out from Rufane Vale Garage: 10 minutes.  
Shedding buses at Rufane Vale Garage: 10 minutes.  
Taking buses out from Baakens Bridge: 10 minutes.  
Shedding buses at Baakens Bridge: 5 minutes.  
No time allowance for starting and finishing at Market Square.

##### Conductors.

Shifts starting and finishing Baakens Bridge.  
Drawing stocks at commencement of work: 10 minutes.  
Locking up stocks—broken shifts: 5 minutes.  
Paying in stocks at close of work: 10 minutes.

##### Shifts starting and finishing Market Square.

Drawing stocks: 10 minutes.  
Locking up (when bus passes depot): 7 minutes.  
Paying in (when bus passes depot): 12 minutes.  
Paying in (when bus does not pass depot): 15 minutes.

(b) Die toelaes in (a) (i) en (ii) hierbo genoem, is gebaseer op die lewenskoste-indeks vir die verswaarde gemiddelde in die nege vernaamste stedelike gebiede uitgereik deur die Departement van Sensus en Statistiek, Pretoria, en sal vermeerder of verminder word met die bedrag in hakies aangetoon in die regterhandse kolom vir elke voltooide 10 punte verskil in die indekssyfer bo of onder 2000.

(c) Die toelaes wat kragtens hierdie subartikel aan werknemers verskuldig is, moet die toelaes insluit wat aan hulle betaal moet word kragtens Oorlogsmaatreël No. 43 van 1942, soos gewysig, of soos dit van tyd tot tyd gewysig kan word; met dien verstande dat wanneer die toelaes wat kragtens hierdie subartikel verskuldig is, minder is as die toelaes wat kragtens die genoemde Oorlogsmaatreël betaal moet word, laasgenoemde toelaes aan werknemers betaal moet word.

(4) Behoudens die bepalinge van subartikel (b) van subartikel (3), kan niks in hierdie Ooreenkoms die verdienste van 'n werknemer op die datum waarop hierdie Ooreenkoms in werking tree, verlaag nie.

(5) (a) Lone vir gewone tyd en oortyd en lewenskostetoelaes moet weekliks op die gewone betaaldag, wat Vrydag moet wees, tussen die ure 12 middag en 5 nm. by die werkgever se kantoor, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word.

(b) Elke werkgever moet by die Raad die adres van die kantoor waar lone betaal sal word, laat registreer en moet die Raad in kennis stel van enige verandering van adres.

(6) Lone kragtens hierdie Ooreenkoms betaal, moet aan die werknemers oorhandig word in koevertes waarop die naam van die werkgever, die datum van betaling, die naam van die werknemer, die getal ure gewerk, alle aftrekkings en die bedrag daarin, vermeld word.

(7) 'n Werkgever moet die volgende van sy werknemer se weekloon aftrek:—

(a) Bydraes vir die Nywerheidsraadsfonds, siekte- en pensioenfondse, vakverenigingledegeld, en heffings.

(b) Alle ander bedrae waarvoor onderling skriftelik deur die vakvereniging, die werknemer en die betrokke werkgever ooreengekom is.

(8) Enige werknemer van wie op 'n dag vereis of wat toegelaat word om twee of meer soorte werk te verrig waarvoor verskillende lone voorgeskryf is, moet vir die tyd wat hy in die hoër-betaalde klas werk werksaam was, teen die hoër loon betaal word.

(9) Vier-en-veertig uur werk binne ses dae, of betaling in plaas daarvan, moet aan alle werknemers gewaarborg word.

#### 5. WERKURE.

(1) (a) Behoudens artikel 6 (1) van hierdie Ooreenkoms moet die gewone werkure van alle werknemers hoogstens 44 uur in 'n week bedra, behalwe wanneer 'n werknemer ooreenkomstig 'n diensrooster werk wat voorsiening maak vir 'n sirkelloop van skofte wat 'n tydperk van twee of meer weke dek. Wanneer 'n werknemer ooreenkomstig die ure werk wat in daardie diensrooster genoem is, moet die getal ure waarvoor dié werknemer elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomstig daardie rooster gewerk moet word, te deel deur die getal weke wat deur die rooster gedek word; met dien verstande dat—

(i) wanneer die kwosient daarvan minder as 44 uur is, dit vir die doeleindes van betaling beskou moet word dat die werknemer elke week 44 uur gewerk het; en

(ii) wanneer die kwosient maar as 44 uur is, die werknemer vir die ure bo 44 betaal moet word teen die skaal van 1½ maal sy gewone skaal van betaling.

(b) Behoudens die bepalinge van artikel 6 (1) en (2) van hierdie Ooreenkoms mag geen werkgever van sy werknemer vereis om—

(i) meer as agt uur per dag op Sondag tot Donderdae, en 8½ uur per dag op Vrydae en Saterdae te werk nie;

(ii) meer as ses dae in 'n werkweek te werk nie.

Vir tyd wat bo die gewone werkure, in hierdie artikel voorgeskryf, gewerk word, moet teen die skaal voorgeskryf in artikel 6 (1) van hierdie Ooreenkoms betaal word.

(c) Van geen bestuurder of kondukteur kan vereis word om op 'n dag langer as vyf uur sonder 'n onderbreking van minstens 24 minute te werk nie.

(d) Ondervermelde tye moet aan bestuurders en kondukteurs vir die genoemde doeleindes toegestaan word:—

##### Bestuurders.

Busse uit Rufane Vale-busloods neem: 10 minute.  
Busse in Rufane Vale-busloods terugbring: 10 minute.  
Busse uit Baakensbrug neem: 10 minute.  
Busse in Baakensbrug terugbring: 5 minute.  
Geen tyd toegestaan om op Markplein te begin of te eindig nie.

##### Kondukteurs.

Skofte wat by Baakensbrug begin en eindig.  
Voorrade by aanvang van werk trek: 10 minute.  
Voorrade toesluit—gebroke skofte: 5 minute.  
Voorrade aan einde van werk inbetaal: 10 minute.  
Skofte wat op Markplein begin en eindig.  
Voorrade trek: 10 minute.  
Toesluit (wanneer bus by depot verbygaan): 7 minute.  
Inbetaal (wanneer bus by depot verbygaan): 12 minute.  
Inbetaal (wanneer bus nie by depot verbygaan nie): 15 minute.

(2) No employee who has to attend Court to give evidence in regard to any happenings of which he was a witness and which occurred while he was on duty, shall by reason of his having to attend Court during the whole or part of his shift, be required to forfeit any portion of the said shift, and if such attendance requires his free time, he shall in respect thereof be paid an amount equal to three hours' pay irrespective of the time involved in each daily attendance.

(3) Every employer shall exhibit in a readily accessible place for reference by drivers, conductors, shed employees and the Council's Agent on duty schedule as defined in this Agreement.

#### 6. OVERTIME RATES.

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in section 5 (1) (a) of this Agreement at the rate of one and one-half times the ordinary hourly rate for the time so worked; provided that when overtime calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis the higher remuneration shall be paid.

(2) Should any employee be required to work on his "day off" he shall for each hour or part of an hour so worked be entitled to be paid twice his hourly rate with a minimum of seven hours and twenty minutes' pay in respect of drivers and conductors and a complete shifts' pay for that day of the week in respect of shed employees.

#### 7. SPREADOVER.

(1) The duty schedule for drivers and conductors shall be so compiled as to provide 45 per cent of the shifts thereon with a spreadover not exceeding 8½ hours per day and the remaining 55 per cent of the shifts not exceeding 12 hours per day; provided that an employer may exceed the hours set out above, subject to the condition that all hours worked in excess of the hours prescribed in this sub-section shall be paid for at overtime rates prescribed in section 6 (1) of this Agreement.

(2) The employer may call upon any employee to assume duty at any time as special services and public requirements may demand; provided however, that reasonable notice is given to the employee concerned.

#### 8. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

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

- (a) For the first 10 years of service: 18 days;
- (b) from the 11th to the 20th year of service: 24 days;
- (c) from the 21st year and thereafter—

- (i) in the case of drivers and conductors: 30 days;
- (ii) in the case of all other employees: 24 days.

(b) All employees not working on Kruger Day, Christmas Day, New Year's Day, Good Friday and Day of the Covenant shall be paid seven hours and twenty minutes' pay at their ordinary rate for each such day. Employees who work on Kruger Day, Christmas Day, New Year's Day, Good Friday, or the Day of the Covenant shall for the time they work be paid not less than twice their hourly wage with a minimum of seven hours and twenty minutes pay.

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

(d) For the purpose of annual leave the service of an employee shall be deemed to begin from the date on which such employee entered or enters the employ of his employer.

(e) Upon termination of employment an employer shall pay to an employee in respect of each completed month of employment after the date on which he last became entitled to leave in terms of sub-section (a) or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment, one-twelfth of the amount of the annual leave pay to which the employee is entitled in terms of sub-section (a) of this section.

(f) As from December 1st, 1955, every employee who is in the service of his employer at the first day of December in any subsequent year shall be paid an amount equivalent to 3 per cent of his gross earnings (inclusive of cost of living allowance) from such service within the period of twelve calendar months immediately preceding the said first day of December.

(g) Payment of the amount due in terms of sub-section (f) shall be made on the normal pay day in the second week of December.

(h) Any employee whose contract of employment terminates before the 1st December in any year shall be paid an amount equivalent to 3 per cent of his gross earnings (inclusive of cost of living allowance) received since the 1st December in the preceding year; provided that an employee who has had less than six months continuous service with the same employer prior to such termination shall not be entitled to such payment.

(2) Van geen werknemer wat 'n hofsitting moet bywoon om getuie af te lê in verband met 'n gebeurtenis waarvan hy getuie was en wat plaasgevind het terwyl hy op diens was, mag dit verlang word, op grond van die feit dat hy die hof moet bywoon gedurende die hele of gedeelte van sy skof, om 'n gedeelte van die genoemde skof prys te gee nie, en as die bywoning sy vrye tyd vereis, moet hy ten opsigte daarvan 'n bedrag betaal word gelykstaande met drie uur se besoldiging, ongeag die tyd by iedere daaglikse bywoning betrokke.

(3) Elke werkgewer moet 'n diensrooster, soos by hierdie Ooreenkoms omskryf, in 'n maklik bekombare plek vertoon wat deur bestuurders, kondukteurs, loodsmannë en die Raad se agent geraadpleeg kan word.

#### 6. SKALE VIR OORTYDWERK.

(1) Vir alle tyd wat deur 'n werknemer bo die ure voorgeskryf in artikel 5 (1) (a) van hierdie Ooreenkoms gewerk word, moet teen die skaal van 1½-maal die gewone loonskaal betaal word vir die tyd wat aldus gewerk word; met dien verstande dat wanneer oortyd ten opsigte van 'n week, bereken op 'n daelike basis, verskil van oortyd bereken op 'n weeklike basis, die hoër besoldiging betaal moet word.

(2) Ingeval dit van 'n werknemer vereis word om op sy „vryafdag“ te werk, is hy vir elke uur of gedeelte van 'n uur aldus gewerk, geregtig op dubbel sy uurloon met 'n minimum van sewe uur en twintig minute se besoldiging ten opsigte van bestuurders en kondukteurs en 'n volle skof se loon vir daardie dag van die week ten opsigte van loodsmannë.

#### 7. WERKDAG.

(1) Die diensrooster vir bestuurders en kondukteurs moet so saamgestel word dat dit voorsiening maak vir 45 persent van die skofte daarop met 'n werkdag van hoogstens 8½ uur per dag en die orige 55 persent nie meer as 12 uur per dag nie; met dien verstande dat die werkgewer die ure hierbo voorgeskryf, kan oorskry, onderworpe aan die bepaling dat vir alle ure wat bo die ure in hierdie subartikel voorgeskryf, gewerk word, betaal moet word teen die oortydskale voorgeskryf in artikel 6 (1) van hierdie Ooreenkoms.

(2) Die werkgewer kan van 'n werknemer eis om te eniger tyd op diens te kom na gelang van die vereistes van spesiale dienste en openbare behoeftes met dien verstande egter, dat redelike kennisgewing aan die betrokke werknemer gegee moet word.

#### 8. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(a) Aan elke werknemer moet verlof met volle besoldiging ten opsigte van elke jaar diens by dieselfde werkgewer op die volgende basis toegestaan word:—

- (a) Vir die eerste 10 jaar diens: 18 dae;
- (b) van die 11de tot die 20ste jaar diens: 24 dae;
- (c) van die 21ste jaar af en daarna—
  - (i) in die geval van bestuurders en kondukteurs: 30 dae;
  - (ii) in die geval van alle ander werknemers: 24 dae.

(b) Alle werknemers wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag of Geloftedag werk nie, moet vir elkeen van dié dae besoldig word teen sewe uur en twintig minute se besoldiging van die gewone loon. Werknemers wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag of Geloftedag werk, moet vir die tyd gewerk, besoldig word teen minstens dubbel hul gewone uurloon met 'n minimum besoldiging van sewe uur en twintig minute.

(c) Die werkgewer moet die tyd vasstel waarop 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie eerder die tydperk van verlof aan die werknemer toegestaan het nie, moet daardie verlof so toegestaan word dat dit binne drie maande na die voltooiing van elke 12 maande diens begin. Ingeval van beëindiging van 'n werknemer se diens na die voltooiing van 12 maande diens, maar voordat verlof kragtens die bepalings van hierdie artikel aan hom toegestaan is, is hy op besoldiging in plaas van die verlof geregtig.

(d) Vir die doeleindes van jaarlikse verlof word dit beskou dat 'n werknemer se diens begin op die datum waarop die werknemer by die werkgewer in diens tree of-getree het.

(e) By diensbeëindiging moet 'n werkgewer 'n werknemer ten opsigte van elke voltooide maand diens na die datum waarop hy laas kragtens subartikel (a) op verlof geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens, een-twaalfde van die bedrag betaal van die jaarlikse verlofbetaling waarop die werknemer kragtens subartikel (a) van hierdie artikel geregtig is.

(f) Van 1 Desember 1955 af moet aan elke werknemer wat op 1 Desember van enige daaropvolgende jaar by sy werkgewer in diens is, 'n bedrag gelyk aan 3 persent van sy bruto besoldiging (lewenskostetoelae ingesluit) betaal word vanaf sodanige diens binne die tydperk van 12 kalendermaande wat die genoemde 1 Desember onmiddellik voorafgaan.

(g) Betaling van die bedrag verskuldig kragtens subartikel (f) moet op die gewone betaaldag in die tweede week van Desember geskied.

(h) Enige werknemer wie se dienskontrak voor 1 Desember van enige jaar eindig, moet 'n bedrag gelyk aan 3 persent van sy bruto besoldiging (lewenskostetoelae ingesluit) wat hy na 1 Desember van die vorige jaar ontvang het, betaal word; met dien verstande dat 'n werknemer wat minder as ses maande voor sodanige beëindiging by dieselfde werkgewer in diens was, nie op sodanige besoldiging geregtig is nie.

## 9. UNIFORMS AND EQUIPMENT.

(1) Drivers and conductors shall be issued with uniforms on the following basis: One uniform when an employee enters the service of the employer, and a further uniform every nine months thereafter.

(2) Drivers and conductors shall be entitled to one all-weather coat every three years.

(3) Drivers shall be entitled to two dust-coats annually, and conductors shall be entitled to two safari shirts annually.

(4) Drivers shall be entitled to receive one pair of gauntlets annually.

(5) Every shed employee receiving less than 2s. 1d. per hour ordinary rates shall be entitled to two overalls annually; in addition battery attendants shall be entitled to leather or rubber aprons; in addition cleaners shall be entitled to wellingtons or clogs, same to be renewed whenever degenerate due to fair wear and tear; and in addition labourers shall be entitled to clogs, such clogs to be renewed whenever degenerate owing to fair wear and tear.

(6) An employer shall provide overcoats and waterproofs to shed employees whenever shed employees are exposed to the vagaries of weather.

(7) An employer shall provide lockers for conductors and/or shed employees.

(8) All equipment issued in terms of this section shall remain the property of the employer.

## 10. MEMBERSHIP OF THE TRADE UNION.

(1) An employer shall not employ any employee who is not a member of the trade union after a probationary period of one month; provided that this clause shall not apply—

(a) to an employee who is a member of the Amalgamated Engineering Union or the Amalgamated Society of Woodworkers, or such other trade union as the Council may approve;

(b) to an employee who is engaged in the administrative or clerical departments or in a supervisory capacity in any department;

(c) if, in the opinion of the Council, membership of the union has been refused without good or sufficient cause and the applicant for membership of the union has notified the Council within 30 days of such refusal;

(d) provided that this clause shall not apply to the employment of any employee who in the opinion of the Minister has good cause for objecting to becoming or remaining a member of the union concerned.

(2) The provisions of this section shall not apply in respect of any immigrant during the first year after the date of his entry into the Union of South Africa; provided that if any immigrant has at any time after the first three months of commencement of his employment in the industry refused any invitation from the trade union concerned to become a member of it, the provisions of this section shall immediately come into operation.

## 11. TERMINATION OF SERVICE.

(a) Subject to the provisions of sub-section (b) of this section not less than one week's notice from the ordinary pay day shall be given by an employer or an employee to terminate the contract of service; provided that this shall not effect the right of the employer or employee to terminate the contract of service without notice for any cause recognised by law as sufficient; provided further that the period of notice shall not be concurrent with any period during which an employee is on leave in terms of section 8.

(b) An employee whose period of service has not exceeded two weeks may terminate his service or be discharged without notice.

## 12. EXPENSES OF THE COUNCIL.

(1) For the purpose of meeting the expenses of the Council, an employer shall deduct four pence per week from the wages (exclusive of any allowances) of each of his employees receiving £2 or week or more, and two pence per week from each of his employees receiving less than £2 and to the amount so deducted the employer shall add an equal amount.

(2) All amounts collected in accordance with the provisions of sub-section (1) of this section together with a statement showing the number of employees employed, shall be forwarded to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, on or before the 15th day of each month following that in respect of which the collections have been made.

## 13. AGENTS.

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

## 14. ADMINISTRATION OF AGREEMENT.

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

## 9. UNIFORMS EN UITRUSTING.

(1) Uniforms moet aan bestuurders en kondukteurs op die volgende basis uitgereik word: Een uniform by die indienstreding van die werknemer by die werkgever, en een uniform elke nege maande daarna.

(2) Bestuurders en kondukteurs het reg op een jas elke drie jaar wat vir alle weersomstandighede geskik is.

(3) Bestuurders het reg op twee stofjasse elke jaar en kondukteurs op twee safari-hemde elke jaar.

(4) Bestuurders het reg op een paar kaphandskoene elke jaar.

(5) Elke loodswerker wat minder as 2s. 1d. per uur aan gewone loon ontvang, het reg op twee oorpakke per jaar; batterijversorgers het boonop reg op leer- of rubbervoorskote; skoonmakers het boonop reg op „wellingtons” of klompes, wat vervang moet word sodra hulle as gevolg van gewone gebruik verslyt is; arbeiders het boonop reg op klompes wat vervang moet word sodra hulle as gevolg van gewone gebruik verslyt is.

(6) 'n Werkgever moet oorjasse en waterdigte jasse aan loodswerkers verskaf wanneer daardie loodswerkers ook al aan die grille van die weer blootgestel word.

(7) 'n Werkgever moet toesluitkaste vir kondukteurs en/of loodsmanne verskaf.

(8) Alle uitrusting wat kragtens hierdie artikel verskaf word, bly die werkgever se eiendom.

## 10. LIDMAATSKAP VAN VAKVERENIGING.

(1) 'n Werkgever mag nie 'n werknemer wat nie lid van die vakvereniging is nie, langer as 'n proeftydperk van een maand in diens hou nie; met dien verstande dat hierdie klousule nie van toepassing is nie op—

(a) 'n werknemer wat lid is van die Amalgamated Engineering Union of van die Amalgamated Society of Woodworkers, of van enige ander vakvereniging deur die Raad goedgekeur;

(b) 'n werknemer wat in die administratiewe of klerklike afdelings of in 'n opsigtershoedanigheid in 'n afdeling in diens is;

(c) wanneer, na die mening van die Raad, lidmaatskap van die vakvereniging sonder goeie of voldoende rede geweier is en die aansoeker om lidmaatskap van die Vakvereniging die Raad binne 30 dae na so 'n weiering daarvan in kennis gestel het;

(d) met dien verstande dat hierdie klousule nie van toepassing is op die indiensneming van enige werknemer wat, na die mening van die Minister, goeie rede het om beswaar te hê om lid van die betrokke Vereniging te word of te bly nie.

(2) Die bepalinge van hierdie artikel is nie gedurende die eerste jaar na sy binnekoms in die Unie van Suid-Afrika op 'n immigrant van toepassing nie; met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande wat hy in die nywerheid in diens getree het, weer om 'n uitnodiging van die betrokke vakvereniging lid daarvan te word, die bepalinge van hierdie artikel onmiddellik van toepassing word.

## 11. DIENSBEÏNDIGING.

(a) Behoudens subartikel (b) van hierdie artikel, moet deur die werkgever of werknemer minstens een week kennis van diensopsegging, met ingang van die gewone betaaldag, vir beëindiging van die dienskontrak gegee word; met dien verstande dat dit nie inbreuk maak op die werkgever of die werknemer se reg om die dienskontrak sonder voorafgaande kennisgewing te beëindig weens 'n oorsaak wat welk as voldoende beskou word nie; voorts met dien verstande dat die diensopseggingstyd nie met 'n tydperk waarin die werknemer kragtens artikel 8 met verlof afwesig is, mag saamval nie.

(b) 'n Werknemer wie se diens tydperk nie langer as twee weke geduur het nie, kan sy diens sonder voorafgaande kennisgewing beëindig of sonder voorafgaande kennisgewing ontslaan word.

## 12. UITGAWES VAN DIE RAAD.

(1) Ten einde te voorsien in die uitgawes van die Raad, moet die werkgever weekliks vier pennies afrek van die loon (sonder toelae) van elkeen van sy werknemers wat £2 of meer per week ontvang en twee pennies van elkeen van sy werknemers wat minder as £2 per week ontvang en by die bedrag aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg.

(2) Alle bedrae wat ooreenkomstig die bepalinge van subartikel (1) van hierdie artikel ingevorder word, moet saam met 'n staat wat die getal werknemers in diens aantoon, op of voor die 15de dag van elke maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, gestuur word.

## 13. AGENTE.

Die Raad moet een of meer persone aanstel as agente om te help by die toepassing van hierdie Ooreenkoms. 'n Agent kan enige inrigting betree en enige werkgever of werknemer ondervra en aantekeninge van lone wat betaal is en betalings wat vir gewone tyd of oortyd gedoen is, nasien met die doel om vas te stel of die bepalinge van hierdie Ooreenkoms nagekom word.

## 14. TOEPASSING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die toepassing van hierdie Ooreenkoms en kan vir die leiding van werkgevers en werknemers meningsuitsprake uitvaardig wat nie met die bepalinge hiervan strydig is nie.

### 15. EXEMPTIONS.

- (a) The Council may grant exemption from any of the provisions of this Agreement for any good and sufficient reason.
- (b) The Council shall have the power to fix the conditions and the period of exemption.
- (c) Licences of all exemptions shall be issued over the signature of the Secretary of the Council, and a copy of each licence shall be forwarded to the Divisional Inspector of Labour, Port Elizabeth.

### 16. RECORDS TO BE KEPT.

Drivers and conductors shall keep a record in the form prescribed in Annexure A hereto. The employer shall furnish the said employees with forms necessary for the keeping of such records, and the said employees shall return every such record to the employer upon completion of his day's work. The employer shall thereafter keep the records filed in chronological order.

### 17. TRADE UNION'S REPRESENTATIVES ON THE COUNCIL.

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

### 18. EXHIBITION OF AGREEMENT.

A legible copy of this Agreement shall be exhibited by every employer in a place readily accessible to all his employees and in the forms prescribed in the regulations under the Act in both official languages.

### 19. APPLICATION OF FACTORIES, MACHINERY AND BUILDING WORK ACT, 1941.

Notwithstanding anything to the contrary contained in this Agreement, the hours of work, overtime and holiday provisions contained in sections nineteen, twenty and twenty-one of the Factories, Machinery and Building Work Act, 1941, shall apply to employees engaged in or in connection with a factory as defined in the said Act, in so far as the provisions of the Agreement are less favourable.

## PART II.

### SPECIAL CONDITIONS RELATING TO DRIVERS AND CONDUCTORS EMPLOYED ON SPECIFIED ROUTES AND TO SHED EMPLOYEES ENGAGED ON SERVICING BUSES USED ON SUCH ROUTES.

Notwithstanding anything contained therein, the provisions of sections 4 to 8 (inclusive) of Part I of this Agreement shall not apply to either drivers and conductors employed on the route from Port Elizabeth to New Brighton Location or to shed employees engaged on servicing buses used on that route to whom, except as is otherwise provided therein, the remaining provisions of Part I and the following special provisions shall apply:—

#### 1. WAGES.

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

|                                       | Per Hour.<br>s. d. |
|---------------------------------------|--------------------|
| (a) Drivers and Conductors.           |                    |
| First six months of service           | 2 0                |
| Second six months of service          | 2 1                |
| Second year of service and thereafter | 2 3                |
| (b) Grade A Shed Employees.           |                    |
| First year in the grade               | 1 9                |
| Second year in the grade              | 1 11               |
| Third year in the grade               | 2 0                |
| Fourth year and thereafter            | 2 1                |
| (c) Grade B Shed Employees.           |                    |
| First year in the grade               | 1 7                |
| Second year in the grade              | 1 9                |
| Third year in the grade               | 1 10               |
| Fourth year and thereafter            | 1 11               |
| (d) Grade C Shed Employees.           |                    |
| First year in the grade               | 1 2                |
| Second year in the grade              | 1 4                |
| Third year in the grade               | 1 5                |
| Fourth year in the grade              | 1 7                |
| Fifth year and thereafter             | 1 8                |
| (e) Duty bus driver                   | 2 2                |

(2) Cost of Living Allowance.—Every employer shall pay to each of his employees, in addition to any other remuneration to which the employee is entitled a cost of living allowance in accordance with the provisions of War Measure No. 43 of 1942, as amended from time to time.

(3) (a) Ordinary and overtime wages and cost of living allowance shall be paid in cash weekly on the ordinary pay day which shall be Friday between the hours of 12 noon and 5 p.m. at the offices of the employer, or on termination of employment if this takes place before the ordinary pay day.

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

### 15. VRYSTELLINGS.

- (a) Die Raad kan, weens goeie en voldoende rede, vrystelling van enige van die bepalings van hierdie Ooreenkoms verleen.
- (b) Die Raad het die bevoegdheid om die voorwaardes en die termyn van vrystelling vas te stel.
- (c) Vrystellingslisensies wat uitgereik word, moet deur die Sekretaris van die Raad onderteken word, en van elke sertifikaat moet 'n afskrif aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, gestuur word.

### 16. AANTEKENINGS WAT GEHOU MOET WORD.

Bestuurders en kondukteurs moet aantekeninge in die vorm voorgeskryf in Aanhangsel A hiervan hou. Die werkgewer moet die genoemde werknemers voorsien van die nodige vorms om daardie aantekeninge te hou en genoemde werknemers moet daardie aantekeninge by voltooiing van die dag se werk by die werkgewer indien. Die werkgewer moet die aantekeninge daarna in tydelike lissieer.

### 17. VAKVERENIGINGVERTEENWOORDIGERS OP DIE RAAD.

Die werkgewer moet aan elkeen van sy werknemers wat verteenwoordigers op die Raad is, alle redelike fasiliteite verleen om sy werk in verband met die werksaamhede van die Raad uit te voer.

### 18. VERTONING VAN OOREENKOMS.

Elke werkgewer moet op 'n plek wat maklik vir elkeen van sy werknemers bereikbaar is, 'n leesbare afskrif van hierdie Ooreenkoms in albei amptelike tale en in die vorm voorgeskryf in die regulasies kragtens die Wet vertoon hou.

### 19. TOEPASSING VAN DIE WET OP FABRIEKE, MASJINERIE EN BOUWERK, 1941.

Ondanks enigiets strydigs in hierdie Ooreenkoms is die werkgewer, oortyd- en verlofbepalings van artikels negentig, twintig en een- en twintig van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, van toepassing op alle werknemers in diens in of in verband met 'n fabriek soos omskryf in genoemde Wet vir sover die bepalings van hierdie Ooreenkoms minder gunstig is.

## DEEL II.

### SPESIALE VOORWAARDES BETREFFENDE BESTUURERS EN KONDUKTEURS IN DIENS OP AANGEWSE ROETES EN LOODSMANNE WAT BUSSE BEDIEN WAT OP SODANIGE ROETES LOOP.

Ondanks andersluidende bepalings hierin is die bepalings van artikels 4 tot en met 8 van Deel I van hierdie Ooreenkoms nie van toepassing op of bestuurders en kondukteurs in diens op die roete van Port Elizabeth na New Brighton-lokasie of op loodsmanne wat die busse bedien wat op hierdie roete loop nie op wie, behalwe soos dit anders hierin bepaal word, die orige bepalings van Deel I en die volgende spesiale bepalings van toepassing is:—

#### 1. LONE.

(1) Geen laer lone as die volgende mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:—

|                                 | Per uur.<br>s. d. |
|---------------------------------|-------------------|
| (a) Bestuurders en kondukteurs. |                   |
| Eerste ses maande diens         | 2 0               |
| Tweede ses maande diens         | 2 1               |
| Tweede jaar diens en daarna     | 2 3               |
| (b) Graad A-loodsmanne.         |                   |
| Eerste jaar in die graad        | 1 9               |
| Tweede jaar in die graad        | 1 11              |
| Derde jaar in die graad         | 2 0               |
| Vierde jaar en daarna           | 2 1               |
| (c) Graad B-loodsmanne.         |                   |
| Eerste jaar in die graad        | 1 7               |
| Tweede jaar in die graad        | 1 9               |
| Derde jaar in die graad         | 1 10              |
| Vierde jaar en daarna           | 1 11              |
| (d) Graad C-loodsmanne.         |                   |
| Eerste jaar in die graad        | 1 2               |
| Tweede jaar in die graad        | 1 4               |
| Derde jaar in die graad         | 1 5               |
| Vierde jaar in die graad        | 1 7               |
| Vyfde jaar en daarna            | 1 8               |
| (e) Diensbusdrywer              | 2 2               |

(2) Lewenskostoelae.—Elke werkgewer moet aan elkeen van sy werknemers, benewens enige ander besoldiging waarop die werknemer geregtig is 'n lewenskostoelae betaal ooreenkomstig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos van tyd tot tyd gewysig.

(3) (a) Lone vir gewone tyd en oortyd en lewenskostoelae moet weekliks op die gewone betaaldag, wat Vrydag moet wees, tussen die ure 12 middag en 5 nm. by die werkgewer se kantoor, of by diensbeëindiging as dit voor die gewone betaaldag plaasvind, in kontant betaal word.

(b) Elke werkgewer moet by die Raad die adres van die kantoor waar lone betaal sal word, laat registreer en moet die Raad in kennis stel van enige verandering van adres.

(4) An employer shall make the following deductions from his employees' weekly earnings:—

(a) Contributions to the funds of the Council.

(b) Any other deduction that may be mutually agreed upon in writing between the employee and the employer concerned.

(5) Any employee who on any one day is required to perform two or more classes of work for which different rates are prescribed shall, for the time employed on the higher rated service be paid the higher rate.

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

## 2. HOURS OF WORK.

(1) (a) Subject to the provisions of section 3 (1) of Part II of this Agreement, the ordinary working hours of all employees shall not exceed 46 hours in any one week except where an employee works in accordance with a duty schedule (which provides for the rotation of shifts over a period covering two or more weeks). Where an employee works in accordance with the hours detailed in such a duty schedule, the number of hours for which such employee shall be paid each week shall be calculated by dividing the total number of hours to be worked in accordance with such duty schedule by the number of weeks covered thereby; provided—

(i) that if the resulting quotient is less than 46 hours the employee shall be regarded for purposes of payment as working 46 hours in each week; and

(ii) that if the resulting quotient exceeds 46 hours the employee shall for the excess hours be paid at the rate of one and one-half times his ordinary rate of pay.

(b) Subject to the provisions of section 3 (1) and (2) of Part II of this Agreement, no employer shall require his employee to work—

(i) for more than nine hours per day;

(ii) on more than six days in any one working week.

Time worked in excess of the ordinary hours prescribed in this section shall be paid for at the rates provided in section 3 (1) of Part II of this Agreement.

(c) No driver or conductor shall be required to work on any one day for a longer period than five hours without a break of not less than 15 minutes.

(2) No employee who has to attend Court to give evidence in regard to any happenings of which he was a witness and which occurred while he was on duty, shall by reason of his having to attend Court during the whole or part of his shift, be required to forfeit any portion of the said shift, and if such attendance requires his free time, he shall in respect thereof be paid an amount equal to three hours' pay irrespective of the time involved in each daily attendance.

(3) Every employer shall exhibit in a readily accessible place for reference by drivers, conductors, shed employees and the Council's Agent a duty schedule as defined in this Agreement.

## 3. OVERTIME RATES.

(1) Payment shall be made for all time worked by an employee in excess of the hours prescribed in section 2 (1) (a) of Part II of this Agreement at the rate of one and one-half times the ordinary hourly rate for the time so worked; provided that when overtime calculated on a daily basis in respect of any week differs from overtime calculated on a weekly basis the higher remuneration shall be paid.

(2) Should any employee be required to work on his "day off" he shall for each hour or part of an hour so worked be entitled to be paid twice his hourly rate with a minimum of a complete shift's pay for that day of the week.

## 4. SPREADOVER.

(1) The duty scheduled for drivers and conductors shall be so compiled as to provide shifts not exceeding 13 hours per day; provided that the employer may exceed the hours set out above, subject to the condition that all hours worked in excess of the hours prescribed in this sub-section shall be paid for at overtime rates prescribed in section 3 (1) of Part II of this Agreement.

(2) The employer may call upon any employee to assume duty at any time as special services and public requirements may demand; provided, however, that reasonable notice is given to the employee concerned.

## 5. PAYMENT FOR PUBLIC HOLIDAYS AND ANNUAL LEAVE.

(a) Every employee shall be granted twelve consecutive days leave on full pay in respect of each completed year of employment with the same employer.

(4) 'n Werkgewer moet die volgende van sy werknemer se weekloon aftrek:—

(a) Bydraes tot die Raad se fondse.

(b) Enige ander bedrae waarvoor onderling skriftelik deur die werknemer en die betrokke werkgewer ooreengekom is.

(5) Enige werknemer van wie op 'n dag vereis of wat toegelaat word om twee of meer soorte werk te verrig waarvoor verskillende lone voorgeskryf is, moet vir die tyd wat hy in die hoër-betaalde klas werk werksaam was, teen die hoër loon betaal word.

(6) Ses-en-veertig uur werk binne ses dae, of betaling in plaas daarvan, moet aan alle werknemers gewaarborg word.

## 2. WERKURE.

(1) (a) Behoudens artikel 3 (1) van Deel II van hierdie Ooreenkoms moet die gewone werkure van alle werknemers hoogstens 46 uur in 'n week bedra, behalwe wanneer 'n werknemer ooreenkomstig 'n diensrooster werk wat voorsiening maak vir 'n sirkelloop van skofte wat 'n tydperk van twee of meer weke dek. Wanneer 'n werknemer ooreenkomstig die ure werk wat in daardie diensrooster genoem is, moet die getal ure waarvoor die werknemer elke week betaal moet word, bereken word deur die totale getal ure wat ooreenkomstig daardie rooster gewerk moet word, te deel deur die getal weke wat deur die rooster gedek word; met dien verstande dat—

(i) wanneer die kwosient daarvan minder as 46 uur is, dit vir die doeleindes van betaling beskou moet word dat die werknemer elke week 46 uur gewerk het; en

(ii) wanneer die kwosient meer as 46 uur is, die werknemer vir die ure bo 46 betaal moet word teen die skaal van 1½-maal sy gewone skaal van betaling.

(b) Behalwe soos bepaal in artikel 3 (1) en (2) van Deel II van hierdie Ooreenkoms mag geen werkgewer van sy werknemer vereis om—

(i) meer as nege uur per dag te werk nie;

(ii) meer as ses dae in 'n werkweek te werk nie.

Vir tyd wat bo die gewone werkure, in hierdie subartikel voorgeskryf, gewerk word, moet teen die skaal voorgeskryf in artikel 3 (1) van Deel II van hierdie Ooreenkoms betaal word.

(c) Van geen bestuurder of kondukteur kan vereis word om op 'n dag langer as vyf uur sonder 'n onderbreking van minstens 15 minute te werk nie.

(2) Van geen werknemer wat 'n hofsittig moet bywoon om getuie af te lê in verband met 'n gebeurtenis waarvan hy getuie was en wat plaasgevind het terwyl hy op diens was, mag dit verlang word, op grond van die feit dat hy die hof moet bywoon gedurende die hele of gedeelte van sy skof, om 'n gedeelte van die genoemde skof prys te gee nie, en as die bywoning sy vrye tyd vereis, moet hy ten opsigte daarvan 'n bedrag betaal word gelykstaande met drie uur se besoldiging, ongeag die tyd by iedere daaglikse bywoning betrokke.

(3) Elke werkgewer moet 'n diensrooster, soos by hierdie Ooreenkoms omskryf, in 'n maklik bekombare plek vertoon wat deur bestuurders, kondukteurs, loodsmanne en die Raad se agent geraadpleeg kan word.

## 3. SKALE VIR OORTYDWERK.

(1) Vir alle tyd wat deur 'n werknemer bo die ure voorgeskryf in artikel 2 (1) (a) van Deel II van hierdie Ooreenkoms gewerk word, moet teen die skaal van 1½-maal die gewone loonskaal betaal word vir die tyd wat aldus gewerk word; met dien verstande dat wanneer oortyd ten opsigte van 'n week bereken op 'n daelike basis, verskil van oortyd bereken op 'n weeklikse basis, die hoër besoldiging betaal moet word.

(2) Wanneer van 'n werknemer vereis word om op sy „vryafdag" te werk, is hy vir elke uur of gedeelte van 'n uur aldus gewerk, geregtig op besoldiging van dubbel sy uurloon met 'n minimum van 'n volle skof se betaling vir daardie dag van die week.

## 4. WERKDAG.

(1) Die diensrooster vir bestuurders en kondukteurs moet so saamgestel word dat dit voorsiening maak vir skofte van hoogstens 13 uur per dag; met dien verstande dat die werkgewer die ure hierbo voorgeskryf, kan oorskry, onderworpe aan die bepaling dat vir alle ure wat bo die ure in hierdie subartikel voorgeskryf, gewerk word, betaal moet word teen die oortydskale voorgeskryf in artikel 3 (1) van Deel II van hierdie Ooreenkoms.

(2) Die werkgewer kan van 'n werknemer eis om te eniger tyd op diens te kom na gelang van die vereistes van spesiale dienste en openbare behoeftes; met dien verstande egter, dat redelike kennisgewing aan die betrokke werknemer gegee moet word.

## 5. BESOLDIGING VIR OPENBARE VAKANSIEDAE EN JAARLIKSE VERLOF.

(a) Aan elke werknemer moet 12 opeenvolgende dae verlof met volle besoldiging ten opsigte van elke jaar diens by dieselfde werkgewer toegestaan word.

(b) All employees not working on Kruger's Day, Christmas Day, New Year's Day, Good Friday and Day of the Covenant shall be paid seven hours and forty minutes' pay at their ordinary rate for each such day. Employees who work on Kruger's Day, Christmas Day, New Year's Day, Good Friday and the Day of the Covenant, shall for the time they work be paid not less than twice their hourly wage with a minimum of seven hours and forty minutes pay.

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

(d) For the purpose of annual leave the service of an employee shall be deemed to begin from the date on which such employee entered or enters the employ of his employer.

(e) Upon termination of employment an employer shall pay to an employee in respect of each completed month of employment after the date on which he last became entitled to leave in terms of sub-section (a) or, in the case of an employee who has been employed for less than twelve months, after the date of commencement of his employment, one-twelfth of the amount of the annual leave pay to which the employee is entitled in terms of sub-section (a) of this section.

(f) As from 1st December, 1955, every employee who is in the service of his employer at the first day of December in any subsequent year shall be paid an amount equivalent to 3 per cent of his gross earnings (inclusive of cost of living allowance) from such service within the period of twelve calendar months immediately preceding the said first day of December.

(g) Payment of the amount due in terms of sub-section (f) shall be made on the normal pay day in the second week of December.

(h) Any employee whose contract of employment terminates before the 1st December in any year shall be paid an amount equivalent to 3 per cent of his gross earnings (inclusive of cost of living allowance) received since the 1st December in the preceding year; provided that an employee who has had less than six months' continuous service with the same employer prior to such termination shall not be entitled to such payment.

Signed at Port Elizabeth on behalf of the parties on this 30th day of November, 1955.

A. V. LONG,  
Vice-Chairman of the Council.  
J. C. BENTLEY,  
Member of the Council.  
A. S. YOUNG,  
Secretary of the Council.

(b) Alle werknemers wat nie op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag of Gelofte-dag werk nie, moet vir elkeen van dié dae besoldig word teen sewe uur en 40 minute se besoldiging van die gewone loon. Werknemers wat op Krugerdag, Kersdag, Nuwejaarsdag, Goeie Vrydag of Gelofte-dag werk, moet vir die tyd gewerk, besoldig word teen minstens dubbel hul gewone uurloon met 'n minimum besoldiging van sewe uur en 40 minute.

(c) Die werkgever moet die tyd vasstel waarop 'n werknemer sy jaarlikse verlof moet neem, maar as hy nie eerder die tydperk van verlof aan die werknemer toegestaan het nie, moet daardie verlof so toegestaan word dat dit binne drie maande na die voltooiing van elke 12 maande diens begin. Ingeval van beëindiging van 'n werknemer se diens na die voltooiing van 12 maande diens, maar voordat verlof kragtens die bepalings van hierdie artikel aan hom toegestaan is, is hy op besoldiging in plaas van die verlof geregtig.

(d) Vir die doeleindes van jaarlikse verlof word dit beskou dat 'n werknemer se diens begin op die datum waarop die werknemer by die werkgever in diens tree of getree het.

(e) By diensbeëindiging moet 'n werkgever 'n werknemer ten opsigte van elke voltooide maand diens na die datum waarop hy laas kragtens subartikel (a) op verlof geregtig geword het, of in die geval van 'n werknemer wat minder as 12 maande in diens was, na die aanvangsdatum van sy diens, een-twaalfde van die bedrag betaal van die jaarlikse verlofbetaling waarop die werknemer kragtens subartikel (a) van hierdie artikel geregtig is.

(f) Van 1 Desember 1955 af moet aan elke werknemer wat op 1 Desember van enige daaropvolgende jaar by sy werkgever in diens is, 'n bedrag gelyk aan 3 persent van sy bruto besoldiging (lewenskostoelae ingesluit) betaal word vanaf sodanige diens binne die tydperk van 12 kalendermaande wat die genoemde 1 Desember onmiddellik voorafgaan.

(g) Betaling van die bedrag verskuldig kragtens subartikel (f) moet op die gewone betaaldag in die tweede week van Desember geskied.

(h) Enige werknemer wie se dienskontrak voor 1 Desember van enige jaar eindig, moet 'n bedrag gelyk aan 3 persent van sy bruto besoldiging (lewenskostoelae ingesluit) wat hy na 1 Desember van die vorige jaar ontvang het, betaal word; met dien verstande dat 'n werknemer wat minder as ses maande voor sodanige beëindiging by dieselfde werkgever in diens was, nie op sodanige besoldiging geregtig is nie.

Namens die partye op hede die 30ste dag van November 1955 in Port Elizabeth onderteken.

A. V. LONG,  
Ondervoorsitter van die Raad.  
J. C. BENTLEY,  
Lid van die Raad.  
A. S. YOUNG,  
Sekretaris van die Raad.

AANHANGSEL.

NYWERHEIDSRaad VIR DIE PADPASSASIErsVERVOERNYWERHEID (PORT ELIZABETH).

Naam van firma \_\_\_\_\_ Roete \_\_\_\_\_ Dag \_\_\_\_\_ Datum \_\_\_\_\_

BUSGELEIBRIEF.

| Vertrek van. | Vertrek-tyd. | 6d. Kontant-geld. |           | 6d. Wissel-geld. |           | 5d. Kontant-geld. |           | 5d. Wissel-geld. |           | 4d. Kontant-geld. |           | 4d. Wissel-geld. |           | 3d. Kontant-geld. |           | 3d. Wissel-geld. |           | 2d. Kontant-geld. |           | Totale getal passasiers. |
|--------------|--------------|-------------------|-----------|------------------|-----------|-------------------|-----------|------------------|-----------|-------------------|-----------|------------------|-----------|-------------------|-----------|------------------|-----------|-------------------|-----------|--------------------------|
|              |              | Eind-no.          | Ver-skil. | Eind-no.         | Ver-skil. | Eind-no.          | Ver-skil. | Eind-no.         | Ver-skil. | Eind-no.          | Ver-skil. | Eind-no.         | Ver-skil. | Eind-no.          | Ver-skil. | Eind-no.         | Ver-skil. | Eind-no.          | Ver-skil. |                          |
|              |              |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                          |
|              |              |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                          |
|              |              |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                          |
|              |              |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                  |           |                   |           |                          |

Kondukteur: Tyd op diens. \_\_\_\_\_ Tyd van diens af. \_\_\_\_\_  
tot \_\_\_\_\_ tot \_\_\_\_\_  
tot \_\_\_\_\_ tot \_\_\_\_\_

Bestuurder: Tyd op diens. \_\_\_\_\_ Tyd van diens af. \_\_\_\_\_  
tot \_\_\_\_\_ tot \_\_\_\_\_  
tot \_\_\_\_\_ tot \_\_\_\_\_

Totale tyd op diens \_\_\_\_\_ uur \_\_\_\_\_ minute  
Handtekening \_\_\_\_\_

Totale tyd op diens \_\_\_\_\_ uur \_\_\_\_\_ minute.  
Handtekening \_\_\_\_\_

Eindno. = Eindnommer.

## ANNEXURE.

## INDUSTRIAL COUNCIL FOR THE ROAD PASSENGER TRANSPORT INDUSTRY (PORT ELIZABETH).

Name of Firm \_\_\_\_\_ Route \_\_\_\_\_ Day \_\_\_\_\_ Date \_\_\_\_\_

## BUS WAYBILL.

| Depart from. | Leaving Time. | 6d. Cash. |       | 6d. Exchange. |       | 5d. Cash. |       | 5d. Exchange. |       | 4d. Cash. |       | 4d. Exchange. |       | 3d. Cash. |       | 3d. Exchange. |       | 2d. Cash. |       | Total Passengers. |
|--------------|---------------|-----------|-------|---------------|-------|-----------|-------|---------------|-------|-----------|-------|---------------|-------|-----------|-------|---------------|-------|-----------|-------|-------------------|
|              |               | Fin. No.  | Diff. | Fin. No.      | Diff. | Fin. No.  | Diff. | Fin. No.      | Diff. | Fin. No.  | Diff. | Fin. No.      | Diff. | Fin. No.  | Diff. | Fin. No.      | Diff. | Fin. No.  | Diff. |                   |
|              |               |           |       |               |       |           |       |               |       |           |       |               |       |           |       |               |       |           |       |                   |
|              |               |           |       |               |       |           |       |               |       |           |       |               |       |           |       |               |       |           |       |                   |
|              |               |           |       |               |       |           |       |               |       |           |       |               |       |           |       |               |       |           |       |                   |

Conductor: Time on duty \_\_\_\_\_ Time off duty \_\_\_\_\_ Driver: Time on duty \_\_\_\_\_ Time off duty \_\_\_\_\_  
 \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_  
 \_\_\_\_\_ to \_\_\_\_\_ to \_\_\_\_\_  
 Total time on duty \_\_\_\_\_ hours \_\_\_\_\_ mins. Total time on duty \_\_\_\_\_ hours \_\_\_\_\_ mins.  
 Signature \_\_\_\_\_ Signature \_\_\_\_\_

Fin. No = Finishing Number.

Diff. = Difference.

\* No. 761.]

[27 April 1956.

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941.

ROAD PASSENGER TRANSPORT INDUSTRY,  
PORT ELIZABETH.

I, JOHANNES DE KLERK, Minister of Labour, hereby in terms of sub-section (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, declare the provisions of the Agreement and notice relating to the Road Passenger Transport Industry, published under Government Notice No. 760 of the 27th April, 1956, to be not less favourable to the persons whose hours of work are regulated thereby than the relative provisions of the said Act.

J. DE KLERK,  
Minister of Labour.

\* No. 761.]

[27 April 1956.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941.

PADPASSASIEVERVOERNYWERHEID, PORT  
ELIZABETH.

Ek, JOHANNES DE KLERK, Minister van Arbeid, verklaar hierby ingevolge subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabriek, Masjinerie en Bouwerk, 1941, dat die bepaling van die Ooreenkoms en kennisgewing in verband met die Padpassasiersvervoernywerheid, gepubliseer by Goewermentskennisgewing No. 760 van 27 April 1956, vir die persone wie se werkure daarby gereël word nie minder gunstig as die ooreenstemmende bepaling van genoemde Wet is nie.

J. DE KLERK,  
Minister van Arbeid.

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BLADSYE — 1s.

en daarbo 6d. ekstra vir iedere  
50 bladsye of gedeelte  
daarvan



UNION OF SOUTH AFRICA  
UNIE VAN SUID-AFRIKA

EXTRAORDINARY BUITENGEWONE  
Government Gazette  
Staatskoerant

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

### GOVERNMENT NOTICES

The following Government Notices are published for general information:—

\* No. 763.] [27 April 1956.

#### HOLDINGS AVAILABLE UNDER THE LAND SETTLEMENT ACT, 1912, AS AMENDED.

Applications will be received at the office of the Secretary for Lands, Union Buildings, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 8th June, 1956), for the undermentioned holdings to be disposed of on lease for a period of five (5) years, with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof on terms of Conditional Purchase Lease extending over a period of sixty-five (65) years, under and subject to the provisions of the Land Settlement Act, 1912, and amending Acts, and any regulations published thereunder.

The Government reserves the right at any time to withdraw any or all of the holdings offered for allotment by this notice.

All applications for the holdings must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, on the prescribed forms which are obtainable from the above-mentioned address, from the magistrates of the districts in which the holdings are situated, or from the Inspectors of Lands of the inspectorates in which the holdings are located.

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

### GOEWERMENTSKENNISGEWINGS.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

\* No. 763.] [27 April 1956.

#### HOEWES BESIKKBAAR KRAGTENS DIE KROON-GROND NEDERZETTINGS WET, 1912, SOOS GEWYSIG.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 8 Junie 1956 verstryk), kan by die kantoor van die Sekretaris van Lande, Uniegebou, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes volgens huurkontrak vir 'n termyn van vyf (5) jaar met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalinge van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette en regulasies ingevolge daarvan afgekondig.

Die Goewerment behou hom die reg voor om een of meer van of al die hoewes wat in hierdie kennisgewing vir toekenning aangebied word, te eniger tyd terug te trek.

Alle aansoeke om die hoewes moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, op die voorgeskrewe vorms wat verkrygbaar is by bogemelde adres, by die magistrate van die distrikte waarin die hoewes geleë is, of by die Inspekteurs van Lande in wie se inspeksieafdeling die hoewes val.

#### TRANSCVAAL PROVINCE.—PROVINSIE TRANSVAAL.

##### DISTRICT/DISTRIK BARBERTON.

| Holding No<br>Hoewe No. | HOLDINGS<br>FOR DISPOSAL.                                                                                            |                                                                                                                                                                                                       | Area.<br>Grootte.    |                                     | Purchase<br>Price. | Rental during Lease<br>Period, 1st and<br>2nd Years, Nil.<br>Huur gedurende<br>huurtermyn, 1ste<br>en 2de jaar, niks. |                                                                                               | Yearly<br>Purchase<br>Instalments<br>(including<br>Interest).<br>Jaarlikse<br>paaitemente<br>van<br>koopprys<br>(rente<br>inbegrepe). |
|-------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|                         | Name and Number.                                                                                                     | HOEWES<br>BESKIKBAAR.<br><br>Naam en nommer.                                                                                                                                                          | Morgen.<br><br>Morg. | Sq.<br>Roods.<br><br>Vk.<br>roedes. |                    | 3rd Year,<br>Yearly<br>Rental.<br><br>3de jaar,<br>jaarlikse<br>huur.                                                 | 4th and<br>5th<br>Year,<br>Yearly<br>Rental.<br><br>4de en 5de<br>jaar,<br>jaarlikse<br>huur. |                                                                                                                                       |
|                         |                                                                                                                      |                                                                                                                                                                                                       |                      |                                     |                    |                                                                                                                       |                                                                                               |                                                                                                                                       |
| 1                       | (a) Lot No. 126, Section A,<br>Kaap Block<br>(b) The remaining extent of<br>the farm<br>(c) The farm<br>(d) The farm | (a) Perseel No. 126, Seksie A,<br>Kaap-blok<br>(b) Die resterende gedeelte van<br>die plaas<br>HAYWARD No. 116<br>(c) Die plaas<br>WORRALL No. 519<br>and/en<br>(d) Die plaas<br>BRAMBER EAST No. 457 | 666-7476<br>—        | —<br>—                              | £<br>3,903<br>—    | £ s. d.<br>78 1 2<br>—                                                                                                | £ s. d.<br>190 5 5<br>—                                                                       | £ s. d.<br>197 19 2<br>—                                                                                                              |

## DISTRICT/DISTRIK BRITS.

| Haewe No.<br>Holding No. | HOLDINGS<br>FOR DISPOSAL.                                               |                                                                                | HOEWES<br>BESKIKBAAR. |               | Area.<br>Grootte. | Purchase<br>Price. | Rental during Lease<br>Period, 1st and<br>2nd Years, Nil.<br><i>Huur gedurende<br/>huurtermyn, 1ste<br/>en 2de jaar, niks.</i> |                                           | Yearly<br>Purchase<br>Instalments<br>(including<br>Interest).<br><i>Jaarlikse<br/>paaiemente<br/>van<br/>koopprys<br/>(rente<br/>inbegrepe).</i> |
|--------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------|---------------|-------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|                          | Name and Number.                                                        | Naam en nommer.                                                                | Morgen.               | Sq.<br>Roods. |                   |                    | 3rd Year,<br>Yearly<br>Rental.                                                                                                 | 4th and<br>5th Year,<br>Yearly<br>Rental. |                                                                                                                                                  |
|                          |                                                                         |                                                                                |                       |               |                   |                    |                                                                                                                                |                                           |                                                                                                                                                  |
| 2                        | Portion 25 (a portion of<br>portion 8) of the farm<br>TWEERIVIER No. 92 | Gedeelte 25 ('n gedeelte van<br>gedeelte 8) van die plaas<br>TWEERIVIER No. 92 | 100                   | —             | £<br>3,319        | £ s. d.<br>66 7 7  | £ s. d.<br>161 16 0                                                                                                            | £ s. d.<br>168 6 9                        |                                                                                                                                                  |

## DISTRICT/DISTRIK ERMELO

|   |                                                                       |                                                                              |     |     |       |        |           |           |
|---|-----------------------------------------------------------------------|------------------------------------------------------------------------------|-----|-----|-------|--------|-----------|-----------|
| 3 | The remaining extent of<br>Portion D of the farm<br>DRINKWATER No. 43 | Die resterende gedeelte van<br>Gedeelte D van die plaas<br>DRINKWATER No. 43 | 225 | 291 | 3,606 | 72 2 5 | 175 15 10 | 182 17 11 |
|---|-----------------------------------------------------------------------|------------------------------------------------------------------------------|-----|-----|-------|--------|-----------|-----------|

## DISTRICT/DISTRIK ERMELO.

|   |                                                                          |                                                                                 |          |   |       |          |           |          |
|---|--------------------------------------------------------------------------|---------------------------------------------------------------------------------|----------|---|-------|----------|-----------|----------|
| 4 | Portion 10 (a portion of<br>Portion 5) of the farm<br>MOOIPLAATS No. 134 | Gedeelte 10 ('n gedeelte van<br>Gedeelte 5) van die plaas<br>MOOIPLAATS No. 134 | 403·3203 | — | 3,726 | 74 10 5  | 181 12 10 | 188 19 7 |
| 5 | Portion C of the farm<br>SIHANAHANA No. 236                              | Gedeelte C van die plaas<br>SIHANAHANA No. 236                                  | 400      | 2 | 5,638 | 112 15 2 | 274 17 1  | 285 19 1 |

## DISTRICT/DISTRIK GROBLERSDAL.

|    |                                                                             |                                                                                       |         |   |       |          |           |           |
|----|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------|---|-------|----------|-----------|-----------|
| 6  | Portion 62 (known as Lot<br>No. J. 95) of the farm<br>LOSKOP-NOORD No. 242  | Gedeelte 62 (bekend as Perseel<br>No. J. 95) van die plaas<br>LOSKOP-NOORD No. 242    | 80·3552 | — | 3,163 | 63 5 2   | 154 3 11  | 160 8 6   |
| 7  | Portion 66 (known as Lot<br>No. A. 13) of the farm<br>LOSKOP-NOORD No. 242  | Gedeelte 66 (bekend as Perseel<br>No. A. 13) van die plaas<br>LOSKOP-NOORD No. 242    | 53·5153 | — | 5,578 | 111 11 2 | 271 18 7  | 282 18 3  |
| 8  | Portion 87 (known as Lot<br>No. J. 36) of the farm<br>LOSKOP-NOORD No. 242  | Gedeelte 87 (bekend as Perseel<br>No. J. 36) van die plaas<br>LOSKOP-NOORD No. 242    | 53·1062 | — | 3,606 | 72 2 5   | 175 15 10 | 182 17 11 |
| 9  | Portion 469 (known as Lot<br>No. F. 23) of the farm<br>LOSKOP-NOORD No. 242 | Gedeelte 469 (bekend as Per-<br>seel No. F. 23) van die plaas<br>LOSKOP-NOORD No. 242 | 71·5864 | — | 3,722 | 74 8 10  | 181 8 11  | 188 15 7  |
| 10 | Portion 191 (known as Lot<br>No. E. 13) of the farm<br>LOSKOP-NOORD No. 242 | Gedeelte 191 (bekend as Per-<br>seel No. E. 13) van die plaas<br>LOSKOP-NOORD No. 242 | 47·6378 | — | 3,600 | 72 0 0   | 175 10 0  | 182 11 10 |

## DISTRICT/DISTRIK KRUGERSDORP

|    |                                                                                                                                       |                                                                                                                                                         |         |   |       |        |         |        |
|----|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---|-------|--------|---------|--------|
| 11 | (a) Portion 272 (a portion of<br>Lot No. 57) of, and<br>(b) Portion 310 (a portion of<br>Portion 267) of the farm<br>HEKPOORT No. 122 | (a) Gedeelte 272 ('n gedeelte<br>van Perseel No. 57) van, en<br>(b) Gedeelte 310 ('n gedeelte<br>van Gedeelte 267) van die<br>plaas<br>HEKPOORT No. 122 | 12·1028 | — | 1,820 | 36 8 0 | 88 14 6 | 92 6 2 |
|----|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------|---|-------|--------|---------|--------|

## DISTRICT/DISTRIK VENTERSDORP.

|    |                                                                      |                                                                             |     |   |       |        |         |          |
|----|----------------------------------------------------------------------|-----------------------------------------------------------------------------|-----|---|-------|--------|---------|----------|
| 12 | Portion 79 (a portion of<br>Portion 4) of the farm<br>LEEUPAN No. 30 | Gedeelte 79 ('n gedeelte van<br>Gedeelte 4) van die plaas<br>LEEUPAN No. 30 | 250 | — | 4,721 | 94 8 5 | 230 3 0 | 239 8 11 |
|----|----------------------------------------------------------------------|-----------------------------------------------------------------------------|-----|---|-------|--------|---------|----------|

DISTRICT/DISTRIK WATERBERG.

Undermentioned holdings comprise sub-divisions of the farm DIAMANT No. 1394 (consolidating the farms Matlabasfontein No. 229, Rhenosterfontein No. 286, Rietvley No. 285, Tygerfontein No. 230, Welgevonden No. 284 and Wildebeestfontein No. 297, known as "Diamond V Ranch").

Ondergenoemde hoewes bestaan uit onderverdelings van die plaas DIAMANT No. 1394 (wat die plase Matlabasfontein No. 229, Rhenosterfontein No. 286, Rietvley No. 285, Tygerfontein No. 230, Welgevonden No. 284 en Wildebeestfontein No. 297, bekend as "Diamond V Ranch" verenig).

| Holding No.<br><i>Hoewe No.</i> | HOLDINGS<br>FOR DISPOSAL. |                        | <i>HOEWES<br/>BESKIKBAAR.</i> |                        | Purchase<br>Price.     | Rental during Lease<br>Period, 1st and<br>2nd Years, Nil.<br><i>Huur gedurende<br/>huurtermyn, 1ste<br/>en 2de jaar, niks.</i> |                                                                                                         | Yearly<br>Purchase<br>Instalments<br>(including<br>Interest).<br><i>Jaarlikse<br/>paatemente<br/>van<br/>koopprys<br/>(rente<br/>inbegrepe).</i> |
|---------------------------------|---------------------------|------------------------|-------------------------------|------------------------|------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
|                                 | Name and Number.          | <i>Naam en nommer.</i> | Area.<br><i>Grootte.</i>      |                        |                        | 3rd Year,<br>Yearly<br>Rental.<br><br><i>3de jaar,<br/>jaarlikse<br/>huur.</i>                                                 | 4th and<br>5th<br>Year,<br>Yearly<br>Rental.<br><br><i>4de en 5de<br/>jaar,<br/>jaarlikse<br/>huur.</i> |                                                                                                                                                  |
|                                 |                           |                        | Morgen.                       | Sq.<br>Roods.          |                        |                                                                                                                                |                                                                                                         |                                                                                                                                                  |
|                                 |                           |                        | <i>Morg.</i>                  | <i>Vk.<br/>roedes.</i> | <i>Koop-<br/>prys.</i> |                                                                                                                                |                                                                                                         |                                                                                                                                                  |
| 13                              | Portion 4                 | Gedeelte 4             | 1,000                         | —                      | £<br>3,948             | £ s. d.<br>78 19 2                                                                                                             | £ s. d.<br>192 9 4                                                                                      | £ s. d.<br>200 4 10                                                                                                                              |
| 14                              | Portion 7                 | Gedeelte 7             | 1,192                         | —                      | 4,072                  | 81 8 10                                                                                                                        | 198 10 2                                                                                                | 206 10 7                                                                                                                                         |

Undermentioned holdings comprise sub-divisions of the consolidated farm HANOVER No. 184 (consolidating the farms Tambootiekloof No. 732, Klipplaat No. 28, Hanover No. 184, Waterhoutkloof No. 726 and Potchefstroom No. 731).

Ondergenoemde hoewes bestaan uit onderverdelings van die verenigde plaas HANOVER No. 184 (wat die plase Tambootiekloof No. 732, Klipplaat No. 29, Hanover No. 184, Waterhoutkloof No. 726 en Potchefstroom No. 731 verenig).

|    |                  |                     |            |   |       |          |          |           |
|----|------------------|---------------------|------------|---|-------|----------|----------|-----------|
| 15 | Portion 1        | Gedeelte 1          | 1,002-8371 | — | 2,573 | 51 9 2   | 125 8 8  | 130 10 0  |
| 16 | Portion 3        | Gedeelte 3          | 1,359-6343 | — | 4,977 | 99 10 10 | 242 12 7 | 252 8 8   |
| 17 | Portion 4        | Gedeelte 4          | 1,354-3493 | — | 2,975 | 59 10 0  | 145 0 8  | 150 17 10 |
| 18 | Remaining extent | Resterende gedeelte | 1,660-9965 | — | 4,104 | 82 1 7   | 200 1 5  | 208 3 1   |

DESCRIPTION OF HOLDINGS.

The distances of the holdings from the nearest town or railway station as given below, are approximate only.

The particulars regarding the holdings, such as improvements, water supply, and type of farming for which the holdings are suitable, are based on inspection reports, and applicants should satisfy themselves as to the correctness of the information furnished.

**Holding No. 1.**—Situate approximately 11 miles north-east of Barberton Township and Railway Station. The Caledonian Railway is situated on the holding.

Improvements: Two cattle dipping tanks, two cattle kraals, stone kraal and certain fencing.

Water supply: Zuid-Kaap River.

General: Suitable for vegetables, cotton, tobacco and mealies. The grazing consists of sweet and stick grass with usual bushveld trees. The holding is mountainous.

Carrying capacity: 15 morgen per head of large stock.

Average rainfall: 27 inches per annum. Situate in a malaria area.

Servitudes:

- Lot No. 126 and remainder of Hayward: Each subject to a servitude of outspan in extent 5 morgen.
- The farm Worrall: Subject to a servitude of outspan in extent 1/75th of 435 morgen 170 square roods.

Special remarks: The value of certain improvements which have been effected on the holding by the temporary lessee is included in the purchase price, but if negotiations with the temporary lessee for the taking over thereof at the value which is included in the purchase price, should not succeed, the purchase price (as well as the yearly rental and instalments) will be amended accordingly.

Special conditions: The lease and Crown Grant which may subsequently be issued in respect of this holding will, *inter alia*, be subject to the following special conditions:—

- (a) All rights to minerals on or under the holding are specially reserved to the Government.

BESKRYWING VAN HOEWES.

Die afstand tussen die hoewes en die naaste dorp of spoorwegstasie, soos hieronder aangegee, is slegs volgens skatting.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulself oortuig van die juistheid van die besonderhede wat verstrek word.

**Hoewe No. 1.**—Ongeveer 11 myl noordoos van die dorp en spoorwegstasie Barberton geleë. Die spoorwegstasie Caledonian is op die hoewe geleë.

Verbeterings: Twee beesdipbakke, twee beeskrale, klipkraal en sekere omheining.

Watervoorsiening: Zuid-Kaaprivier.

Algemeen: Geskik vir groente, katoen, tabak en mielies. Die weiding bestaan uit soet- en steekgras met gewone bosveldbome. Die hoewe is bergagtig.

Drakrag: 15 morg per stuk grootvee.

Gemiddelde reënval: 27 duim per jaar. Geleë in 'n malariastreek.

Servitude:

- Perseel No. 126 en restant van Hayward: Elk onderworpe aan 'n servituut van uitspanning, groot 5 morg.
- Die plaas Worrall: Onderworpe aan 'n servituut van uitspanning, groot 1/75ste van 435 morg 170 vierkante roedes.

Spesiale opmerking: Die waarde van sekere verbeterings wat deur die tydelike huurder op die hoewe aangebring is, is by die koopprys ingesluit, maar indien onderhandelings met die tydelike huurder vir die oorneem daarvan teen die waarde wat daarvoor by die koopprys ingesluit is, nie slaag nie, sal die koopprys (asook die jaarlikse huur en paalemente van die koopprys) dienooreenkomstig gewysig word.

Spesiale voorwaardes: Die huurkontrak en kroongrondbrief wat later ten opsigte van hierdie hoewe uitgereik mag word, sal, onder andere, aan die volgende spesiale voorwaardes onderworpe wees:—

- (a) Alle regte op minerale op of onder die hoewe word uitdruklik aan die Staat voorbehou.

(b) In order to maintain the status of this holding as Crown land for purposes of the mineral laws, the land has been added to the Second Schedule of the Reserved Minerals Development Act, No. 55 of 1926.

(c) In order to enable the State to exercise its rights to minerals, its officials shall at all times be entitled to enter upon the land and to prospect and carry out mining operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws to prospect and conduct mining operations.

(d) Any prospector in possession of the necessary licence shall be entitled to acquire such area of the holding which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting or mining purposes.

(e) As the land is proclaimed as a public digging for precious and base metals, in accordance with the mineral laws, it is subject to all the servitudes in terms of the Acts applicable to proclaimed land; provided that the lessee or owner will not be entitled to any owners' reservations or the half share in any claim licence moneys or mining lease moneys which are being received or which may be received in connection with mining rights on the holding.

2. The condition that the Governor-General may at any time expropriate, without payment of compensation, any part of the holding which was at the date of commencement of the lease in respect of this holding, occupied or used by the South African Railways and Harbours Administration in its functions and undertakings. The Governor-General may at any time prior to the issue of a Crown Grant expropriate, without payment of compensation, the lessee's rights and interests in any part of the holding which was at the date of commencement of the lease, occupied or used as aforementioned.

3. A right-of-way, 30 feet wide, along the western boundary of Lot No. 126, Section A, Kaap Blok, District of Barberton, to the public road over this holding in favour of the holder of the surface right permit in respect of a portion in extent 1.15 morgen of this Lot.

**Holding No. 2.**—Situate approximately 40 miles north-west of Brits Township and Railway Station and approximately 9 miles north-west of Beestekraal Railway Station.

Improvements: Dwelling-house, rondavel, roof-iron, timber, drying kiln, sorting cellar, 1,500 yards internal fencing, two Native rooms, centrifugal pump (out of order), Turner diesel engine (not in working order), boiler on wheels, Lister engine, centrifugal pump, 6-inch steel and cement piping and lean-to for engine.

Water supply: Crocodile River.

Suitable for cattle, tobacco, wheat and mealies. The grazing consists of sweet grass, vaal- and rosyntjebos and excellent river grazing.

Carrying capacity: 7 morgen per head of large stock.

Average rainfall: 18 to 20 inches per annum.

Servitudes: The mineral and ancillary rights are reserved in favour of a third party.

**Holding No. 3.**—Situate approximately 16 miles south-west of Morgenzon Township and Railway Station.

Improvements: Dwelling-house, outbuilding, two store-rooms, borehole with handpump, lavatory, creamery, fowl-run, windmill, borehole, tank stand of brick, 1,000 gallons water tank, cow stable, stone shed, stone kraal and certain fencing.

Water supply: Two boreholes.

General: Suitable for mealies, beans and teff. The grazing consists of sweet and sour veld with usual bushveld trees.

(b) Ten einde die status van die hoewe as Kroongrond vir die toepassing van die mineraalwette te behou, is die grond aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, No. 55 van 1926, toegevoeg.

(c) Ten einde die Staat in die geleentheid te stel om sy regte op minerale uit te oefen, is sy amptenare te eniger tyd geregtig om op die grond te gaan om te prospekteer en mynwerksaamhede te verrig. Die selfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekteer en mynwerksaamhede te verrig.

(d) Enige prospekteerder wat die nodige lisensie besit, is geregtig om soveel van die oppervlakte van die hoewe as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospekteer- of myndoelcindes, te verkry.

(e) Aangesien die grond ingevolge die mineraalwette as 'n publieke delwery vir edele en onedele metale geproklameer is, is dit onderworpe aan al die servitude ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig is op eienaarsvoorbehoude of die halwe aandeel van enige kleimlisensie- of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

2. Die voorwaarde dat die Goewerneur-generaal te eniger tyd enige gedeelte van die hoewe wat op die datum van die aanvang van die huurkontrak ten aansien van hierdie hoewe deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie vir sy werksaamhede en ondernemings geokkupeer of gebruik is, sonder betaling van vergoeding kan onteien. Die Goewerneur-generaal kan te eniger tyd voor die uitreiking van 'n kroongrondbrief die huurder se regte op en belange in enige gedeelte van die hoewe, wat op die datum van die aanvang van die huurkontrak geokkupeer of gebruik is soos vermeld, sonder betaling van vergoeding onteien.

3. Deurgangsreg, 30 voet wyd, langs die westelike grens van Perseel No. 126, Seksie A, Kaap-blok, distrik Barberton, na die publieke pad oor hierdie hoewe ten gunste van die houer van die oppervlakteregtepermit ten aansien van 'n gedeelte, groot 1.15 morg van hierdie perseel.

**Hoewe No. 2.**—Ongeveer 40 myl noordwes van die dorp en spoorwegstasie Brits en ongeveer 9 myl noordwes van die spoorwegstasie Beestekraal geleë.

Verbeterings: Woonhuis, rondawel, sinkplate, hout, droogoond, sorteerklender, 1,500 jaarts binneheining, twee Naturellekamers, sentrifugale pomp (nie in orde nie), Turner-dieselenjin (nie in werkende order nie), stoomketel op wiele, Lister-enjin, sentrifugale pomp, 6-duim staal- en sementype en afdak vir enjin.

Watervoorsiening: Krokodilrivier.

Geskik vir beeste, tabak, koring en mielies. Die weiding bestaan uit soetgras, vaal- en rosyntjebos en goeie rivierweiding.

Drakrag: 7 morg per stuk grootvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Servitude: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

**Hoewe No. 3.**—Ongeveer 16 myl suidwes van die dorp en spoorwegstasie Morgenzon geleë.

Verbeterings: Woonhuis, buitegebou, twee pakkamers, boergat met handpomp, gemakhuisie, roomkamer, hoenderhok, windpomp, boorgat, steentenkvoetstuk, 1,000-gellingswatertenk, koeistal, klipskuur, klipkraal en sekere omheining.

Watervoorsiening: Twee boorgate.

Algemeen: Geskik vir mielies, bone en tef. Die weiding bestaan uit soet- en suurveld met gewone bosveld-bome.

Carrying capacity: 4 morgen per head of large stock.  
Average rainfall: 30 inches per annum.  
Servitudes: Subject to a servitude of outspan in extent 1/75th of 672 morgen 29 square roods.

**Holding No. 4.**—Situate approximately 16 miles north-east of Ermelo Township and Railway Station and approximately 7 miles east of Breyten Railway Station.

Improvements: Dwelling-house, conservation dam, powerhead, borehole, piping, garage, dairy, lavatory, 200 bluegum trees, 100 fruit trees, 54 pine trees and certain fencing.

Water supply: Borehole and earth dam.

General: Suitable for beans, tef, oats and mealies. The grazing consists of sweet and sour veld.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 30 inches per annum.

Special condition: The lessee of any portion of Portion 5 of the farm Mooiplaats No. 134, District of Ermelo, is compelled to grant to any adjacent or neighbouring lessee of any portion of the relative farm, a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road, provided that it is deemed necessary by the Minister of Lands.

**Holding No. 5.**—Situate approximately 39 miles east of Ermelo Township and Railway Station and approximately 8 miles south of Lothair Railway Station.

Improvements: Dwelling-house, stone shed, garage, two fowl runs, two fowl houses, pigsty, pig house, lavatory, internal and external fencing and 9 morgen wattle and bluegum trees.

Water supply: Springs and Sihanahana River.

General: Suitable for mealies, oats, beans, tef, potatoes, cattle and sheep. The grazing consists of sour veld and is partly hilly.

Carrying capacity: 6 morgen per head of large stock and 2 morgen per head of small stock.

Average rainfall: 30 inches per annum.

**Holding No. 6.**—Situate approximately 14 miles west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, shed, lavatory, tobacco shed, tobacco cellar, dam, drain, Native house, ornamental and fruit trees and external and internal fencing.

**Holding No. 7.**—Situate approximately 16 miles south of Groblersdal Township and Railway Station.

Improvements: Dwelling-house, cement shed, two tobacco sheds, tobacco-cellar, grading room, lavatory, Native room, borehole with power head, earth dam, centrifugal pump with power head and engine, tank stand with 1,000-gallon water tank and piping, steel piping from canal to garden, water furrow, ornamental trees, rose trees, fruit trees, poplar trees, vineyard and external and internal fencing.

**Holding No. 8.**—Situate approximately 12 miles west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, two sheds, two tobacco sheds, tobacco-cellar, lavatory, garage, Native dwellings, water tank, water furrows, two earth dams, fruit trees, external and internal fencing.

**Holding No. 9.**—Situate approximately 7 miles south of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, shed, tobacco shed, tobacco-cellar, lavatory, earth dam, cement furrow, drain, fruit trees, vineyard and internal and external fencing.

**Holding No. 10.**—Situate approximately 9 miles north-west of Groblersdal Township and Railway Station.

Improvements: Dwelling-house, store of cement bricks, tobacco shed, tobacco-cellar, lavatory, room with lean-to, two 1,000 gallon water tanks, earth dam, citrus, ornamental and other fruit trees, vineyard and certain external fencing.

Drakrag: 4 morg per stuk grootvee.  
Gemiddelde reënval: 30 duim per jaar.  
Serwitude: Onderworpe aan 'n serwituut van uitspanning, groot 1/75ste van 672 morg 29 vierkante roedes.

**Hoewe No. 4.**—Ongeveer 16 myl noordoos van die dorp en spoorwegstasie Ermelo en ongeveer 7 myl oos van die spoorwegstasie Breyten geleë.

Verbeterings: Woonhuis, opgaardam, kragkop, boorgat, pype, motorhuis, melkkamer, gemakhuisie, 200 bloekombome, 54 dennebome, 100 vrugtebome en sekere omheining.

Watervoorsiening: Boorgat en gronddam.

Algemeen: Geskik vir bone, tef, hawer en mielies. Die weiding bestaan uit soet- en suurveld.

Drakrag: 5 morg per stuk grootvee.

Gemiddelde reënval: 30 duim per jaar.

Spesiale voorwaarde: Die huurder van enige gedeelte van Gedeelte 5 van die plaas Mooiplaats No. 134, distrik Ermelo, is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, 'n noodweg of -pad toe te staan na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

**Hoewe No. 5.**—Ongeveer 39 myl oos van die dorp en spoorwegstasie Ermelo en ongeveer 8 myl suid van die spoorwegstasie Lothair geleë.

Verbeterings: Woonhuis, klipskuur, motorhuis, twee hoenderkampe, twee hoenderhuise, varkhok, varkhuis, gemakhuisie, grens- en binne-omheining en 9 morg basen bloekombome.

Watervoorsiening: Fonteine en Sihanahanarivier.

Algemeen: Geskik vir mielies, hawer, bone, tef, aart-appels, beeste en skape. Die weiding bestaan uit suurveld en is gedeeltelik randjiesagtig.

Drakrag: 6 morg per stuk grootvee en 2 morg per stuk kleinvee.

Gemiddelde reënval: 30 duim per jaar.

**Hoewe No. 6.**—Ongeveer 14 myl wes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, stoor, gemakhuisie, tabakstoor, tabakkelder, dam, dreineringsvoor, Naturellehuis, sier- en vrugtebome en grens- en binneheining.

**Hoewe No. 7.**—Ongeveer 16 myl suid van die dorp en spoorwegstasie Groblersdal geleë.

Verbeterings: Woonhuis, sementstoor, twee tabakstore, tabakkelder, gradeerkamer, gemakhuisie, Naturellekamer, boorgat met kragkop, grondnam, sentrifugale pomp met kragkop en enjin, watertoring met 1,000-gellingwaterenken en pype, staalpipe vanaf kanaal na tuin, watervore, sierbome, roosbome, vrugtebome, druiwestokke, populierbome en grens- en binneheining.

**Hoewe No. 8.**—Ongeveer 12 myl wes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, twee store, twee tabakstore, tabakkelder, gemakhuisie, motorhuis, Naturellehuis, waterenken, watervore, twee grondnamme, vrugtebome en grens- en binneheining.

**Hoewe No. 9.**—Ongeveer 7 myl suid van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, stoor, tabakstoor, tabakkelder, gemakhuisie, grondnam, sementvoor, dreineringsvoor, vrugtebome, druiwestokke en grens- en binneheining.

**Hoewe No. 10.**—Ongeveer 9 myl noordwes van die dorp en spoorwegstasie Groblersdal geleë.

Verbeterings: Woonhuis, stoor van sementsteen, tabakstoor, tabakkelder, gemakhuisie, kamer met afdak, twee 1,000-gellingwaterenke, grondnam, sitrus-, sier- en ander vrugtebome, druiwestokke en sekere grensheining.

## SPECIAL REMARKS.

*Holdings Nos. 6, 7, 8, 9 and 10.*

**Water Supply:** The holdings fall within the Loskop Irrigation Scheme and for irrigation purposes water is supplied by the Irrigation Department to whom water rates are payable. The Government does not, however, guarantee the supply of water and will not be responsible in the event of any loss or damage of any nature whatsoever which may be suffered as a result of a shortage or diversion of water, seepage or overflow through any cause whatsoever.

**Irrigable Areas:** On every holding there is an irrigable area, but the Government does not guarantee the extent thereof, nor that the Irrigation Department will supply water for the irrigation of any particular area. In cases where holdings have not yet been scheduled for water, the successful applicants will have to make their own arrangements with the Irrigation Department for the scheduling of their irrigable areas.

**Rainfall:** The rainfall is approximately 25 inches per annum on the Loskop Settlement.

**Crops:** The main crops grown on the Loskop Settlement are tobacco, wheat, groundnuts and potatoes.

**Establishment of Committees of Management.**—The Minister of Lands reserves the right at any time to require the lessees on the settlement to form Committees of Management in terms of section forty-six (1) (d) of the Land Settlement Act, No. 12 of 1912, as amended, and the regulations published by Government Notice No. 1479 of the 4th July, 1952, or any amendments thereof, for the following purposes:—

- (a) The maintenance of all roads (except public roads which fall under control of the Provincial Administration), rights-of-way and bridges on the Settlement;
- (b) the maintenance and upkeep of any fences along roads, rights-of-way and water furrows and any boundary or other fencing on the Settlement, other than boundary fences of the various holdings allotted in terms of the Land Settlement Act, for which the respective lessees or owners will be responsible;
- (c) the management and maintenance of any dipping tanks, existing or which may be constructed later on the settlement, and to control the dipping of stock therein;
- (d) the exercising of such other responsibilities for which the lessees are jointly responsible and generally for the control of any matters of general interest.

Until such times as Committees of Management have been established, the roads, rights-of-way, bridges, dipping tanks and fences mentioned, must be kept in good order and condition, to the satisfaction of the Government, by the lessees, jointly and severally, at their own expense. The dipping tanks must be available at all reasonable times for the dipping of the neighbouring stock. The fees payable by users of the dipping tanks may not exceed such tariffs as are fixed by the Government Veterinary Officer for the district from time to time and such fees may be retained jointly to cover any expenses in connection with the maintenance of the dipping tanks mentioned.

**Grazing:** On the communal grazing area of the Settlement the successful applicants may run a limited head of stock as may be defined by the Committee of Management and/or the Minister.

**Rights of Way:** The holdings are subject to such rights of way, at least 30 feet wide, as the Minister of Lands may deem necessary, to give lessees or owners of other holdings access to the nearest public road or to their holdings.

**Water furrows:** The holdings are subject to such servitudes of aqueduct as may be necessary, whether indicated on the diagrams or not, in respect of the furrows which have been made, or are still to be made, for irrigating and/or draining the holdings on the settlement and adjoining or neighbouring lands.

## SPESIALE OPMERKINGS.

*Hoewes Nos. 6, 7, 8, 9 en 10.*

**Watertoevoer:** Die hoewes is binne die Loskop-besproeiingskema geleë en water vir besproeiingsdoeleindes word verskaf deur die Besproeiingsdepartement aan wie waterbelasting betaalbaar is. Die Goewerment waarborg egter nie die watertoevoer nie en is nie aanspreeklik nie in geval van verlies of skade van water aard ookal wat gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstroming, wat ookal die oorsaak daarvan mag wees.

**Besproeibare gebiede:** Op elke hoeë is daar 'n besproeibare gebied, maar die Goewerment waarborg nie die grootte daarvan nie of dat water vir 'n bepaalde besproeibare gebied deur die Besproeiingsdepartement toegestaan sal word nie. Waar hoewes nog nie vir water ingelys is nie, sal die suksesvolle applikante self met die Besproeiingsdepartement reëlings moet tref vir die inlysting van hulle besproeibare gebiede.

**Reënval:** Die reënval is ongeveer 25 duim per jaar op die Loskopnederstelling.

**Gewasse:** Die vernaamste gewasse wat op die Loskopnederstelling gekweek word, is tabak, koring, grondbontjies en aartappels.

**Instelling van Komitee van Beheer.**—Die Minister van Lande behou hom die reg voor om te eniger tyd te vereis dat die huurders op die nederstelling Komitees van Beheer ooreenkomstig artikel ses-en-veertig (1) (d) van die Kroongrond Nederzetting Wet, No. 12 van 1912, soos gewysig, en die regulasies gepubliseer by Goewermentskennisgewing No. 1479 van 4 Julie 1952, of enige wysigings daarvan, saamstel vir die volgende doeleindes:—

- (a) Die instandhouding van alle paaie (behalwe publieke paaie wat onder die beheer van die Provinsiale Administrasie is), regte van deurgang en brûe op die nederstelling;
- (b) die onderhoud en instandhouding van enige omheinings langs paaie, regte van deurgang en watervore en enige grens- of ander heining op die nederstelling behalwe die grensheinings van die verskillende hoewes toegeken kragtens die Kroongrond Nederzetting Wet, waarvoor die betrokke huurders of eienaars verantwoordelik sal wees;
- (c) die bestuur en instandhouding van dipbakke wat op die nederstelling bestaan of later daarop opgerig word, en die beheer oor die dip van vee daarin;
- (d) die verrigting van ander pligte waarvoor die huurders gesamentlik verantwoordelik is en in die algemeen vir die beheer van alle sake van algemene belang.

Tot tyd en wyl Komitees van Beheer ingestel is, moet genoemde paaie, regte van deurgang, brûe, dipbakke en omheinings deur die huurders gesamentlik en afsonderlik op hulle eie koste en tot tevredeheid van die Goewerment in goeie orde en toestand gehou word. Die dipbakke moet op alle redelike tye vir die dip van die naburige vee beskikbaar wees. Die gelde betaalbaar deur die gebruikers van die dipbakke mag die tariewe wat van tyd tot tyd deur die Goewermentsveearts vir die distrik vasgestel word, nie te bowe gaan nie, en dié gelde mag deur die huurders gesamentlik gehou word om enige onkoste in verband met die onderhoud van genoemde dipbakke te dek.

**Weiding:** Op die gemeenskaplike weiveld van die nederstelling mag die suksesvolle applikante 'n beperkte aantal vee aanhou soos bepaal mag word deur die Komitee van Beheer en/of die Minister.

**Regte van deurgang:** Die hoewes is onderworpe aan die regte van deurgang, ten minste 30 voet wyd, wat die Minister van Lande nodig ag om die huurders of eienaars van ander hoewes toegang tot die naaste publieke pad of tot hulle hoewes te gee.

**Watervore:** Die hoewes is onderworpe aan die servitude van waterleiding wat nodig mag wees ten aansien van die vore wat gemaak is of nog gemaak moet word, om die hoewes op die nederstelling en aangrensende of naburige grond te besproei en/of te dreineer, of hulle op die kaarte aangetoon word al dan nie.

SPECIAL CONDITIONS.

*Holdings Nos. 6, 7, 8, 9 and 10.*—Special conditions will be inserted in the leases which it is proposed to issue and in the Crown Grants to be issued later to the effect that—

- (a) the holdings are subject to such servitudes and conditions as appear or are referred to in the title deeds under which the Government holds the land;
- (b) the holdings shall be subject to a servitude of aqueduct in perpetuity as defined in sections *one hundred and three* and *one hundred and six* of the Irrigation and Water Conservation Act, No. 8 of 1912, as amended by Act No. 46 of 1934, in respect of any existing canals and drains (constructed under the Loskop Irrigation Scheme) in favour of the Government of the Union of South Africa, and shall further be subject to the right of the Minister or other competent authority to effect any change in or substitution of the construction or route of any of the said canals and drains and to construct additional canals and/or drains. The Government shall under no circumstances be liable for any damage or loss that may be sustained by the owners on or over the portions which are subject to the said servitude;
- (c) the Government shall have the right to resume the whole or any portion of any holding required for public or outspan purposes on payment of compensation therefor;
- (d) existing roads and thoroughfares, whether they are described on the diagram or not, shall remain free and uninterrupted, and the lessees of the holdings shall grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor;
- (e) all rights to minerals, mineral products, mineral oils, metals and precious stones are reserved either to the Crown or a third party, as provided for in the title deeds under which the Government holds the land;
- (f) the holdings shall be used solely for agricultural and pastoral purposes and for the processing of such agricultural and other products as the lessees may raise thereon;
- (g) the Government shall at all times have the right in such manner and under such conditions as it may think fit, to construct dams and reservoirs upon the holdings and to erect and construct telegraph and telephone lines, roads, railways, water furrows, pipe-lines, canals and drains upon and conduct the same through and over the holdings in the interest of the public or of the owner, lessee or occupier of any land in the neighbourhood of the holdings, and to take materials therefrom for the foregoing purposes, on payment (save as may be otherwise provided by law) to the lessees of such sums of money as compensation for loss or damage actually sustained as may be mutually agreed upon between the Government and the lessees;
- (h) the leases to be issued to the successful applicants will further contain such conditions as are usually embodied in leases of holdings on the said settlement.

*Holding No. 11.*—Situate approximately 22 miles north-west of Krugersdorp Township and Railway Station and approximately 2 miles from Foothills Railway Station.

Improvements: Dwelling-house (dilapidated), lavatory, two outside rooms, drying kiln, cellar and sorting room and Native house.

Water supply: Magalies River.

General: Suitable for wheat, oats, lucern, tobacco and vegetables.

Average rainfall: 31 inches per annum.

SPESIALE VOORWAARDES.

*Hoewes Nos. 6, 7, 8, 9 en 10.*—Spesiale voorwaardes sal in die voorgestelde huurkontrakte en in die daaropvolgende Kroongrondbriewe opgeneem word, ingevolge waarvan—

- (a) die hoewes onderworpe is aan die serwitute en voorwaardes wat voorkom of vermeld word in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (b) die hoewes onderworpe is aan 'n ewigdurende serwituut van waterleiding soos bepaal in artikels *honderd-en-drie* en *honderd-en-ses* van die Besproeiings- en Waterbewarings Wet, No. 8 van 1912, soos gewysig by Wet No. 46 van 1934, ten aansien van enige bestaande kanale en afvoerslote (gebou onder die Loskop-besproeiingskema), ten gunste van die Goewerment van die Unie van Suid-Afrika, en is verder onderworpe aan die reg van die Minister of ander bevoegde gesag om enige verandering of vervanging aan te bring in die konstruksie of roete van genoemde kanale en afvoerslote en addisionele kanale en/of afvoerslote te bou. Die Goewerment sal onder geen omstandighede aanspreeklik wees vir enige skade of verlies wat deur die eienaars gely mag word oor of op die gedeeltes wat aan genoemde serwituut onderworpe is nie;
- (c) die Goewerment die reg sal hê om teen betaling van vergoeding enige hoewe of enige gedeelte daarvan vir publieke doeleindes of vir 'n uitspanning terug te neem;
- (d) bestaande paaie en deurgange vry en ombelemmerd moet bly, of hulle op die kaarte aangetoon word al dan nie, en die huurders van die hoewes verplig word om aan enige aangrensende of naburige eienaar 'n noodweg of -pad te gee na of van die grond van die aangrensende of naburige eienaar;
- (e) alle regte op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes, deur of die Goewerment of 'n derde party behou word, soos bepaal in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (f) die hoewes uitsluitlik vir landbou- en veeteelt doeleindes gebruik moet word en vir die verwerking van sodanige landbou- en ander produkte as wat die huurders daarop mag wen;
- (g) die Goewerment te eniger tyd die reg het om op sodanige wyse en op sodanige voorwaardes as wat hy wenslik ag, damme en reservoirs op die hoewes te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pylleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daaroor te lei in die belang van die publiek, of van die eienaar, huurder of bewoner van enige grond wat in die nabyheid van die hoewes geleë is, en om vir bogenoemde doeleindes materiaal daarvan te neem teen betaling (tensy dit by wet anders bepaal word) aan die huurders van die bedrag geld by wyse van vergoeding vir verlies of skade wat werklik gely is waaromtrent onderling tussen die Goewerment en die huurders ooreengekom mag word;
- (h) die huurkontrakte wat aan die suksesvolle applikante uitgereik sal word, sal verder die voorwaardes bevat wat gewoonlik by die huurkontrakte van hoewes op genoemde nedersetting ingelyf word.

*Hoewe No. 11.*—Ongeveer 22 myl noordwes van die dorp en spoorwegstasie Krugersdorp en ongeveer 2 myl vanaf die spoorwegstasie Foothills geleë.

Verbeterings: Woonhuis (bouvallig), gemakhuisie, twee buitekamers, droogoond, kelder en sorteerkamer en Naturellehuis.

Watervoorsiening: Magaliesrivier.

Algemeen: Geskik vir koring, hawer, lusern, tabak en groente.

Gemiddelde reënval: 31 duim per jaar.

**Servitudes:****(a) Portion 272 of Hekpoort:—**

- (i) Subject to rights of grazing and chopping of wood.
- (ii) Subject and entitled to certain rights to aqueduct, etc., and

**(b) Portion 310 of Hekpoort:—**

- (i) Subject to a servitude of aqueduct.
- (ii) Subject and entitled to a servitude of right-of-way,

as more fully set out in Deed of Transfer No. 24833/1952.

**Holding No. 12.**—Situate approximately 32 miles east of Ventersdorp Township and Railway Station and approximately 8 miles north of Welverdiend Railway Station.

**Improvements:** Dwelling-house, brick dam, 12 feet tank stand with 1,000-gallon water tank, borehole, powerhead engine and drinking trough.

**Water supply:** Borehole.

**General:** Suitable for mealies, kaffir corn, sunflowers, peanuts, large and small stock. The grazing consists of sweet and sour grass.

**Carrying capacity:** 2 morgen per head of small stock and 5 morgen per head of large stock.

**Average rainfall:** 24 to 26 inches per annum.

**Servitudes:**

- (i) All rights to minerals are reserved in favour of a third party.
- (ii) Subject to a right-of-way 50 feet wide in favour of the travelling public as more fully set out in Deed of Transfer No. 18998/1955.

**Special condition:** Until such time as provision has been made for water on the remaining extent of Portion 4 of the said farm, the water in the borehole on Portion 79 (a portion of Portion 4) of the said farm, may be used jointly by the successful applicants of the said holdings for a period of one year as from the date of allotment of the remaining extent of the said farm, whereafter the successful applicant of the latter holding may remove the piping laid on from the borehole on the said Portion 79 to the dwelling-house on the remaining extent of the said farm for use on his holding.

**Holdings Nos. 13 and 14.**—Situate approximately 80 to 90 miles north-west of Nylstroom Township and Railway Station and 40 to 50 miles north-east of Thabazimbi and Vaalwater Railway Stations.

**Improvements:** A borehole and certain fencing exist on each of Holdings Nos. 13 and 14.

**Water supply:** A borehole exists on each of Holdings Nos. 13 and 14.

**General:** Suitable for cattle, peanuts and kaffir beans. The grazing consists of sweet and sour grass with usual bushveld trees.

**Carrying capacity:**

**Holding No. 13:** 7 to 8 morgen per head of large stock.

**Holding No. 14:** 10 to 12 morgen per head of large stock.

**Average Rainfall:** 20 inches per annum.

**Servitude:** The mineral and ancillary rights are reserved in favour of a third party.

**Special Condition:**

**Holdings Nos. 13 and 14.**—The lessee of any portion of the consolidated farm Diamant No. 1394, is compelled to grant to any adjacent or neighbouring lessee of any portion of the relative farm, a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road, provided that it is deemed necessary by the Minister of Lands.

**Servitude:****(a) Gedeelte 272 van Hekpoort:—**

- (i) Onderworpe aan regte van weiding en houtkap.
- (ii) Geregtig tot en onderworpe aan sekere regte tot waterleiding, ens.

**(b) Gedeelte 310 van Hekpoort:—**

- (i) Onderworpe aan 'n serwituut van waterleiding.
- (ii) Onderworpe aan en geregtig tot 'n serwituut van deurgangsreg,

soos vollediger uiteengesit is in Akte van Transport No. 24833/1952.

**Hoewe No. 12:** Ongeveer 32 myl oos van die dorp en spoorwegstasie Ventersdorp en ongeveer 8 myl noord van die spoorwegstasie Welverdiend geleë.

**Verbeterings:** Woonhuis, steendam, 12-voet-tenkvoetstuk met 1,000-gellingwatertenk, boorgat, kragkop, enjin, en suipkrip.

**Watervoorsiening:** Boorgat.

**Algemeen:** Geskik vir mielies, kafferoring, sonneblomme, grondbontjies, groot- en kleinvee. Die weiding bestaan uit soet- en suurgras.

**Drakrag:** 2 morg per stuk kleinvee en 5 morg per stuk grootvee.

**Gemiddelde reënval:** 24 tot 26 duim per jaar.

**Servitude:**

- (i) Alle regte op minerale is ten gunste van 'n derde party voorbehou.
- (ii) Onderworpe aan 'n deurgangsreg 50 voet wyd ten gunste van die reisende publiek soos vollediger uiteengesit is in Akte van Transport No. 18998/1955.

**Spesiale voorwaarde:** Tot tyd en wyl voorsiening vir water op die resterende gedeelte van Gedeelte 4 van genoemde plaas gemaak is, moet die water uit die boorgat wat geleë is op Gedeelte 79 ('n gedeelte van Gedeelte 4) van genoemde plaas, gesamentlik deur die suksesvolle applikante van genoemde hoewes vir 'n tydperk van een jaar vanaf die datum van toekenning van die restant van genoemde plaas gebruik word, waarna die suksesvolle applikant van laasgenoemde hoewe die waterpype wat vanaf die boorgat op genoemde Gedeelte 79 na die woning geleë op die restant van genoemde plaas aangelê is, kan verwyder vir gebruik op sy hoewe.

**Hoewes Nos. 13 en 14.**—Ongeveer 80 tot 90 myl noordwes van die dorp en spoorwegstasie Nylstroom en ongeveer 40 tot 50 myl noordoos van die spoorwegstasies Thabazimbi en Vaalwater geleë.

**Verbeterings:** Op elkeen van Hoewes Nos. 13 en 14 is 'n boorgat en sekere omheining.

**Watervoorsiening:** Op elkeen van Hoewes Nos. 13 en 14 is 'n boorgat.

**Algemeen:** Geskik vir beeste, grondbone en kafferbone. Die weiding bestaan uit soet- en suurgras met gewone bosveldbome.

**Drakrag:**

**Hoewe No. 13:** 7 tot 8 morg per stuk grootvee.

**Hoewe No. 14:** 10 tot 12 morg per stuk grootvee.

**Gemiddelde reënval:** 20 duim per jaar.

**Servituut:** Die mineraal- en bybehorende regte is ten gunste van 'n derde party voorbehou.

**Spesiale voorwaarde:**

**Hoewes Nos. 13 en 14:** Die huurder van enige gedeelte van die verenigde plaas Diamant No. 1394 is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, 'n noodweg of -pad toe te staan na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

**SPECIAL REMARKS.**

(a) The costs in connection with the boring operations which have been conducted on Holdings Nos. 13 and 14 are not yet known. As soon as the costs are known, the relative amount will be added to the purchase price of each holding, as a result whereof the purchase prices, yearly rental and instalments will be increased accordingly.

(b) Three-quarters of all the internal fencing which were on Holdings Nos. 13 and 14 and Portions 5 and 6 of the said farm (Portion 6 of which has already been allotted), will be divided in equal shares amongst the three successful applicants of Holdings Nos. 13 and 14 and Portion 5 of the said farm under the supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

*Holdings Nos. 15, 16, 17 and 18.*—Situate approximately 65 to 70 miles north-west of Nylstroom Township and Railway Station and approximately 25 to 30 miles north-west of Vaalwater Railway Station.

**Improvements:**

Holding No. 15.—Borehole.

Holding No. 16.—Dwelling-house, borehole, windmill, 220 feet  $1\frac{1}{2}$  inches piping laid on from windmill to house, 130 feet 2-inch black piping and 70 feet  $\frac{1}{2}$ -inch galvanised piping; and 2 rondavels.

Holding No. 17.—Nil.

Holding No. 18.—Cattle dipping tank and dwelling-house (dilapidated).

**Water supply:**

Holding No. 15.—Borehole.

Holding No. 16.—Borehole, spruit and fountain.

Holding No. 17.—Spruit.

Holding No. 18.—Spruit and fountain.

**General:** Suitable for cattle, peanuts and mealies. The grazing consists of sweet and sour veld with usual bushveld trees. "Gifblaar" occurs on Holding No. 17.

**Carrying Capacity:** 8 to 10 morgen per head of large stock.

**Average Rainfall:** 20 inches per annum.

**Servitudes:**

Holdings Nos. 15, 16 and 17.—All rights to minerals are reserved in favour of a third party.

Holding No. 18.—All rights to minerals are partly reserved in favour of a third party.

Holding No. 16.—Subject to a servitude of outspan, in extent  $\frac{1}{75}$ th of 6,400·2431 morgen.

**Special Condition:** The lessee of any portion of the consolidated farm Hanover No. 184, District of Waterberg, is compelled to grant to any adjacent or neighbouring lessee of any portion of the relative farm, a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road, provided it is deemed necessary by the Minister of Lands.

**GENERAL CONDITIONS.**

The leases to be issued will contain conditions relative to residence, improvements, fencing, minerals, outspans, roads, railway lines and such other conditions as are usually inserted in leases under the Land Settlement Act, 1912, and amending Acts.

The rentals, which are payable yearly in advance, are calculated on the purchase price on the following percentage basis, except where otherwise stated:—

**Rentals:**

First and second years: Nil.

Third year: 2 per cent per annum.

Fourth and fifth years:  $4\frac{7}{8}$  per cent per annum.

In the event of extension of lease after five years:  $4\frac{7}{8}$  per cent per annum.

In the event of the option of conditional purchase being exercised, the purchase price becomes payable in 65 equal yearly instalments, which include capital and interest, the latter being calculated at the rate of  $4\frac{7}{8}$  per cent.

**SPESIALE OPMERKINGS.**

(a) Die koste verbonde aan die boorwerk wat op Hoewes Nos. 13 en 14 verrig is, is nog nie bekend nie. Sodra die koste bekend is, sal die betrokke bedrag by die koopprys van elke hoewe gevoeg word, as gevolg waarvan die kooppryse, jaarlikse huur en paaieimente dienooreenkomstig verhoog sal word.

(b) Drie-kwart van al die binneheinings wat op Hoewes Nos. 13 en 14 en Gedeeltes 5 en 6 van gemelde plaas (waarvan Gedeelte 6 alreeds toegeken is) bestaan het, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die drie suksesvolle applikante van Hoewes Nos. 13 en 14 en Gedeelte 5 van gemelde plaas verdeel word vir gebruik op hulle onderskeie hoewes.

*Hoewes Nos. 15, 16, 17 en 18.*—Ongeveer 65 to 70 myl noordwes van die dorp en spoorwegstasie Nylstroom en ongeveer 25 tot 30 myl noordwes van die spoorwegstasie Vaalwater geleë.

**Verbeterings:**

Hoewe No. 15.—Boorgat.

Hoewe No. 16.—Woonhuis, 2 rondawels, boorgat, windpomp, 220 voet  $1\frac{1}{2}$ -duimswaterpype vanaf windpomp na huis aangelê, 130 voet 2-duimsswart waterpype en 70 voet  $\frac{1}{2}$ -duim-gegalvaniseerde waterpype.

Hoewe No. 17.—Geen.

Hoewe No. 18.—Beesdipbak en woonhuis (vervalle).

**Watervoorsiening:**

Hoewe No. 15.—Boorgat.

Hoewe No. 16.—Boorgat, spruit en fontein.

Hoewe No. 17.—Spruit.

Hoewe No. 18.—Spruit en fontein.

**Algemeen:** Geskik vir beeste, grondbone en mielies. Die weiding bestaan uit soet- en suurveld met gewone bosveldbome. Gifblaar kom voor op Hoewe No. 17.

**Drakrag:** 8 tot 10 morg per stuk grootvee.

**Gemiddelde reënval:** 20 duim per jaar.

**Serwitute:**

Hoewes Nos. 15, 16 en 17.—Alle regte op minerale is ten gunste van 'n derde party voorbehou.

Hoewe No. 18.—Alle regte op minerale is gedeeltelik ten gunste van 'n derde party voorbehou.

Hoewe No. 16.—Onderworpe aan 'n serwituut van uitspanning groot,  $\frac{1}{75}$ ste van 6,400·2431 morg.

**Spesiale voorwaarde:** Die huurder van enige gedeelte van die verenigde plaas Hanover No. 184, distrik Waterberg, is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, 'n noodweg of -pad toe te staan na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

**ALGEMENE VOORWAARDES.**

Die huurkontrakte wat uitgereik sal word, sal voorwaardes bevat in verband met bewoning, verbeterings, omheinings, minerale, uitspannings, paaie, spoorlyne en ander voorwaardes wat gewoonlik gestel word in die huurkontrakte uitgereik kragtens die Kroongrond Nederzetting Wet, 1912, en wysigingswette.

Die huurgeld wat jaarliks vooruitbetaal moet word, word bereken op die koopprys volgens onderstaande persentasiebasis, behalwe waar anders vermeld:—

**Huurgeld:**

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar:  $4\frac{7}{8}$  persent per jaar.

In geval van verlenging van huurkontrak na vyf jaar:  $4\frac{7}{8}$  persent per jaar.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paaieimente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van  $4\frac{7}{8}$  persent.

The rent paid during the lease period is not deducted from the purchase price if the option to purchase is exercised.

**Occupation.**—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings allotted within a certain period from the date of allotment and thereafter for a particular period during every calendar year as follows:—

Holdings Nos. 1 and 6 to 10 must be occupied within three months and for at least 9 months in every calendar year.

Holdings Nos. 2, 4 and 11 to 18 must be occupied within three months and for at least ten months in every calendar year.

Holdings Nos. 3 and 5 must be occupied within three months and for at least eleven months in every calendar year.

**IMPORTANT.**—The leases to be issued will contain a condition to the effect that the lessee shall devote his time to farming operations and shall not without the written consent of the Minister, granted upon a recommendation by the Land Board, be entitled to take up any other occupation or employment which would result in his being absent from the holding.

**Ploughing and Grazing.**—The leases to be issued will contain a condition to the effect that the Minister of Lands reserves the right to limit the total area which may be ploughed, planted, cultivated or sown on the holdings and to control grazing thereon.

**Roads.**—All rights of way, roads and thoroughfares which have been constructed upon the holdings shall remain free and unobstructed, unless they are closed or diverted by order of a competent authority.

The lessee of any holding is compelled to grant to any adjacent or neighbouring lessee a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road: provided that it is deemed necessary by the Minister of Lands.

**Boreholes.**—A clause will be inserted in the leases to be issued giving the Government access to and the right to take water from boreholes which may be on the holdings, or which may be sunk after allotment with Government assistance, for drilling purposes on other Crown land, during a period of five years from the date of the lease or date of completion of the borehole, as the case may be.

It will be a condition of lease that the successful applicant for any of the above holdings on which boreholes exist or may be sunk after allotment will be held responsible for the proper care and maintenance of the borehole or boreholes on his holding, and shall be liable for any damage caused thereto. He must, therefore, on no account raise water without proper pumping machinery.

Some boreholes are equipped with hand-pumps or other pumping plants. In cases where no pumping plants have been erected inquiries as to the most suitable machinery to be utilized in connection with such boreholes should be made to the Director of Irrigation, Pretoria, by the successful applicants before proceeding to erect pumping machinery.

**Surveys.**—Should it at any time be found necessary to resurvey a holding or take out a Certificate of Amended Title, owing to errors in the existing survey, all costs incidental to such survey or Certificate of Amended Title must be borne by the lessee. Should it be found that the holding is of greater extent than that stated in this notice the lessee shall benefit thereby, without any increase of purchase price being made; on the other hand, should the area be found to be less than that stated in this notice the lessee shall accept such lesser area without reduction of the purchase price; and no claim against the Government will exist in respect of any reduced area.

Die huur gedurende die huurtermyn betaal, word nie van die koopprys afgetrek as die reg van aankoop uitgeoefen word nie.

**Inbesitneming.**—Die huurkontrakte wat uitgereik sal word, sal bepalinge bevat dat die huurders die hoewes wat aan hulle toegeken word, persoonlik en op nuttige wyse moet bewoon binne 'n sekere termyn na die datum van toekenning en daarna vir 'n bepaalde termyn elke kalenderjaar soos hieronder aangegee:—

Hoewes Nos. 1 en 6 tot 10 moet binne drie maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 2, 4 en 11 tot 18 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word.

Hoewes Nos. 3 en 5 moet binne drie maande in besit geneem word en vir minstens elf maande in elke kalenderjaar bewoon word.

**BELANGRIK.**—Die huurkontrakte wat aangegaan sal word, sal 'n voorwaarde bevat dat die huurder hom op die boerdery moet toelê en nie sonder die skriftelike toestemming van die Minister, verleen op aanbeveling van die Landraad, 'n ander beroep mag volg of werk mag aanneem as gevolg waarvan hy van die hoeft afwesig moet wees nie.

**Ploëry en weiding.**—Die huurkontrakte wat uitgereik sal word, sal 'n voorwaarde bevat dat die Minister van Lande hom die reg voorbehou om die totale oppervlakte wat op die hoewes geploeg, geplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

**Paaie.**—Alle regte van deurgang, paaie en deurgange wat op die hoewes aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

Die huurder van enige hoeft is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

**Boorgate.**—Die huurkontrakte wat uitgereik sal word, sal 'n klousule bevat wat die Staat die reg van toegang verleen tot, en die reg om water te neem uit, boorgate op die hoewes, of boorgate wat na toekenning met Staats-hulp geboor word, vir boordoeleindes op ander Kroongrond gedurende 'n termyn van vyf jaar na die datum van die huurkontrak of die datum van voltooiing van die boorgat, na gelang van die geval.

'n Voorwaarde van die huurkontrak sal wees dat die suksesvolle applikant vir enige van bogenoemde hoewes waarop boorgate bestaan of na toekenning geboor sal word, verantwoordelik gehou sal word vir die behoorlike sorg vir en onderhoud van die boorgat of boorgate op sy hoeft en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandighede sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomptoeestelle toegerus. In gevalle waar geen pomptoeestelle oopgerig is nie, behoort die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Besproeiing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikste is vir gebruik in verband met die boorgate.

**Opmetings.**—Indien dit ooit nodig word om die hoeft opnuut op te meet of 'n Sertifikaat van Gewysigde Titel uit te neem weens foute in die bestaande opmeting, moet alle koste van so 'n opmeting of Sertifikaat van Gewysigde Titel deur die huurder gedra word. Indien dit blyk dat die hoeft groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoeft verhoog word; blyk dit daarenteen dat die grond kleiner is as in hierdie kennisgewing vermeld, moet die huurder dit aanneem sonder vermindering van die koopprys en in so 'n geval het hy, ten opsigte daarvan, geen eis teen die Staat nie.

GENERAL REMARKS.

*Issue of Crown Grants.*—If not less than ten years have expired since the date of commencement of a lease and the lessee has complied in all respects with such provisions of the Land Settlement Act, 1912, and amending Acts, as are applicable to him, and with the terms and conditions of the lease, he shall be entitled to a Crown Grant.

A Crown Grant of a holding may, in special circumstances, with the approval of the Governor-General, be issued before the expiry of a period of ten years from the date of commencement of a lease.

*Fencing.*—In the event of the Government being required in terms of the Fencing Act, 1912 (Act No. 17 of 1912), or any amendment thereof, to contribute towards the cost of fencing the boundaries or any part thereof, of any of the holdings advertised in this notice, or to accept liability for the payment of such contribution prior to the registration of the lease, the successful applicant shall, on allotment being made to him, assume liability for the payment of such contribution. The amount of such contribution shall be paid by him to the Government in cash, or at his option may be added to the purchase price of the holding, in which case the rental payments on the purchase price shall be increased accordingly.

The successful applicants for any of the holdings on which the boundaries or part thereof are fenced shall accept liability under the Fencing Act, 1912, or any amendment thereof, for any amounts which may be claimed by adjoining owners in terms of the said Act.

*Temporary Lessees and Caretakers.*—The attention of applicants is invited to the fact that in the event of allotment of these holdings, temporary lessees and caretakers will be allowed to care for and reap standing crops, if any.

*Miscellaneous.*—In the case of accidents to persons or cattle consequent on the existence of shafts, tunnels and other conditions arising out of prospecting and mining operations undertaken prior to the date of the commencement of the lease, the lessee shall not be entitled to compensation from the Government or the prospector or claimholder.

All rights to minerals, mineral products, mineral oils, metals and precious stones are reserved to the Crown unless otherwise stated in this notice.

The Department has made every effort to render as accurate as possible the information given in this notice, but does not hold itself responsible for any inaccuracies which may be contained in this notice.

Applicants are recommended to inspect the holdings personally before formally applying therefor. In considering applications for holdings, Land Boards decline, as a rule, to recommend allotments to applicants who have failed to inspect personally or to have had inspected on their behalf the holdings applied for. No railway or transport concessions are given by the Government in connection with the inspection of holdings.

Occupation can be granted immediately upon allotment unless other provisions be made in the letter of allotment.

\* No. 764.]

[27 April 1956.

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Union Buildings, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 8th June, 1956), for the lease of the undermentioned holdings for a period of five years without the option to purchase or extension of the lease period.

The Minister of Lands reserves the right at any time to withdraw any or all of the holdings offered for lease by this notice.

All applications must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, on the forms which are obtainable from the above-mentioned address, from the Magistrate of the district in which the holdings are situated or from the Inspector of Lands, Witrivier.

ALGEMENE OPMERKINGS.

*Uitreiking van Kroongrondbriewe.*—Indien minstens tien jaar na die datum van die aanvang van 'n huurkontrak verstryk het en die huurder in alle opsigte voldoen het aan die bepalings van die Kroongrond Nederzetting Wet, 1912, en wysigingswette wat op hom van toepassing is, insluitende voorwaardes van die huurkontrak, is hy op 'n Kroongrondbrief geregtig.

'n Kroongrondbrief van 'n hoewe kan onder spesiale omstandighede met die toestemming van die Goewerneurgeneraal uitgereik word voor die verstryking van 'n termyn van tien jaar na die datum van die aanvang van 'n huurkontrak.

*Omheinings.*—Ingeval die Staat, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of enige wysiging daarvan, tot bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enige van die hoewes, in hierdie kennisgewing geadverteer, moet bydra of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n hoewe aan hom aanspreeklikheid vir die betaling van sodanige bydrae aanvaar. Die bedrag van die bydrae moet deur hom in kontant aan die Staat betaal word, of kan, indien hy dit verkies, by die koopprys van die hoewe gevoeg word, en in so 'n geval word die bedrag van die huur op die koopprys dienooreenkomstig verhoog.

Die suksesvolle applikante vir enigeen van die hoewes wat heeltemal of gedeeltelik omhein is, moet ooreenkomstig die Omheiningswet, 1912, of wysigings daarvan, aanspreeklikheid aanvaar vir bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

*Tydlike huurders en opsigters.*—Die aandag van applikante word daarop gevestig dat, in geval van die toekenning van hierdie hoewes, tydelike huurders en opsigters toegelaat sal word om hulle staande oeste te versorg en in te samel, indien daar is.

*Algemeen.*—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnens en ander omstandighede geskep deur prospekter-en mynwerksaamhede onderneem voor die datum van die aanvang van die huurkontrak, is die huurder nie geregtig op vergoeding van die kant van die Staat of die prospekterder of die kleimhouer nie.

Die Staat behou hom alle regte voor op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes, tensy anders vermeld in hierdie kennisgewing.

Die Departement het alles in die werk gestel om die inligting in hierdie kennisgewing vervat, so juis moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.

Applikante word aangeraai om die hoewes persoonlik te besigtig alvorens hulle daarom aansoek doen. Landrade is by die oorweging van aansoeke om hoewes in die reël nie geneig om aan te beveel dat toekennings gedoen word aan applikante wat versuim het om die hoewes waarom hulle aansoek gedoen het, persoonlik te besigtig of deur iemand anders namens hulle te laat besigtig nie. Die Staat staan geen spoorweg- of ander vervoerkoncessies in verband met die besigtiging van hoewes toe nie.

Okkupasie kan onmiddellik na toekennings toegestaan word, tensy in die toekenningsbrief anders bepaal word.

\* No. 764.]

[27 April 1956.

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 8 Junie 1956 verstryk), kan by die kantoor van die Sekretaris van Lande, Uniegebou, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van vyf jaar sonder die opsie van aankoop of verlenging van die huurtermyn.

Die Minister van Lande behou hom die reg voor om een of meer van of al die hoewes wat in hierdie kennisgewing te huur aangebied word, te eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, op die vorms wat verkrygbaar is by bogenoemde adres, by die Magistraat van die distrik waarin die hoewes geleë is of by die Inspekteur van Lande, Witrivier.

## TRANSVAAL PROVINCE.—PROVINSIE TRANVAAL.

## DISTRICT/DISTRIK BARBERTON.

| Holding No.<br>Hoewe No. | HOLDINGS FOR DISPOSAL.<br>Name and Number. | HOEWES BESIKBAAR.<br>Naam en nommer. | Area.<br>Grootte.<br>Morgen.<br>Morg. | Total Rental for the Lease Period Payable in Four Payments as from the 2nd Year.<br>Totale huur vir die huurtermyn betaalbaar in vier betalings vanaf die 2de jaar. | Rental per Year Payable as from 2nd Year of Lease Period.<br>Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn. |
|--------------------------|--------------------------------------------|--------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 1                        | The farm<br>SOMMERREG No. 501              | Die plaas                            | 519·3209                              | £ s. d.<br>259 14 0                                                                                                                                                 | £ s. d.<br>64 18 6                                                                                                   |
| 2                        | The farm<br>INGWENYA No. 503               | Die plaas                            | 505·7957                              | 252 18 0                                                                                                                                                            | 63 4 6                                                                                                               |

## DESCRIPTION OF HOLDINGS.

The distances of the holdings from the nearest town or railway station, as given below, are approximate only.

The particulars regarding the holdings, such as improvements, water supply and type of farming for which the holdings are suitable, are based on inspection reports and applicants should satisfy themselves as to the correctness of the information furnished.

*Holding No. 1.*—Situate approximately 9 miles south-west of Komatipoort Township and Railway Station.  
Improvements: Nil.

Water supply: The holding is riparian to the Komati River.

General: Suitable for cattle and if irrigation can be applied, rice, vegetables and tropical fruit can also be grown. The grazing consists of sweet grass with indigenous trees and bush.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 24 inches per annum. Situate in a malaria area.

*Holding No. 2.*—Situate approximately 11 miles south-west of Komatipoort Township and Railway Station.  
Improvements: Nil.

Water supply: The holding is riparian to the Komati River.

General: Suitable for cattle and if irrigation can be applied rice, vegetables and tropical fruit can also be grown.

The grazing consists of sweet grass with indigenous trees and bush.

Carrying Capacity: 5 morgen per head of large stock.

Average Rainfall: 24 inches per annum. Situate in a malaria area.

## GENERAL CONDITIONS OF LEASE.

The leases to be issued will contain the following conditions:—

1. The lessor shall have the right at all times, upon giving ninety (90) days notice, in writing, of terminating the lease should the land or portion thereof be required by the Government for settlement purposes or for any other purpose.

2. The lessee shall during the term of the lease pay to the Secretary for Lands, Pretoria, or to such officer as may from time to time be appointed for that purpose, regularly and on due date, as rental in terms of the lease, free from any reduction whatsoever, the total sum as mentioned in this notice. The rental for the full period of five years will be payable in four yearly payments in advance as from the second year of the lease period.

3. (a) The lessee shall, within six months after the date of allotment assume personal and beneficial occupation of the holding and thereafter reside on and occupy such holding personally and beneficially for not less than nine months in every calendar year.

## BESKRYWING VAN HOEWES.

Die afstand tussen die hoewes en die naaste dorp of spoorwegstasie, soos hieronder aangegee, is slegs volgens skatting.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulself oortuig van die juistheid van die besonderhede wat verstrek word.

*Hoewe No. 1.*—Ongeveer 9 myl suidwes van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Die hoewe grens aan die Komati-rivier.

Algemeen: Geskik vir beeste en indien besproeiing toegepas kan word, sal ook rys, groente en tropiese vrugte gekweek kan word. Die weiding bestaan uit soetgras met inheemse bome en bosse.

Drakrag: 5 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar. Geleë in 'n malariastreek.

*Hoewe No. 2.*—Ongeveer 11 myl suidwes van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Die hoewe grens aan die Komati-rivier.

Algemeen: Geskik vir beeste en indien besproeiing toegepas kan word, sal ook rys, groente en tropiese vrugte gekweek kan word.

Die weiding bestaan uit soetgras met inheemse bome en bosse.

Drakrag: 5 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar. Geleë in 'n malaria-streek.

## ALGEMENE HUURVOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal die volgende voorwaardes bevat:—

1. Die verhuurder het op alle tye reg om die huurkontrak met negentig (90) dae skriftelike kennisgewing te beëindig indien die Goewerment die grond of 'n gedeelte daarvan vir nedersettingsdoeleindes of vir enige ander doel nodig het.

2. Die huurder moet gedurende die huurtermyn aan die Sekretaris van Lande, Pretoria, of aan die amptenaar wat van tyd tot tyd daartoe aangewys mag word, gereeld en op die dag waarop dit verskuldig is, as huurgeld ooreenkomstig die huurkontrak, vry van enige korting hoege-naamd, die volle som soos in hierdie kennisgewing gemeld, betaal. Die huurgeld vir die volle termyn van 5 jaar sal betaalbaar wees in vier jaarlikse betalings vooruit vanaf die 2de jaar van die huurtermyn.

3. (a) Die huurder moet die hoewe binne ses maande na die datum van toekenning persoonlik en op nuttige wyse in besit neem en daarna gedurende minstens nege maande in elke kalenderjaar persoonlik bewoon en op nuttige wyse okkupeer.

Beneficial occupation of a holding includes—

- (i) the proper care and maintenance of improvements thereon;
- (ii) the maintenance and improvement of the fertility of the soil and the prevention of soil erosion and brackishness;
- (iii) the extermination of vermin and the eradication of noxious and other weeds in accordance with the provisions of any law requiring such extermination or eradication.

(b) The lessee shall devote his time to farming operations and shall not without the written consent of the lessor, be entitled to take up any other occupation or employment which would result in being absent from the holding.

(c) The lessee shall work and develop the holding exclusively for his own use and benefit on the understanding that all improvements of a permanent nature will be effect at the lessee's own risk.

(d) The lessee shall not have the right, without the consent, in writing, of the lessor, to allow the presence on the holding of the stock of any other person.

(e) The lessee shall not have the right, without the consent, in writing, of the lessor, to sub-let the holding or any part thereof, or to cede, assign or hypothecate any of his interests in the lease or holding, and no Natives, Coloureds or Asiatics, except the lessee's bona fide employees, may reside on the holding.

(f) The lessee shall not have the right to surrender his lease without the written approval of the lessor on such condition as he may impose, provided that the lessee will in any case be liable for the payment of the *pro rata* rental as from the date of commencement of the lease to the date of acceptance by the lessor of the lessee's application to surrender.

4. (a) The holding shall be used solely for agricultural and stock-breeding purposes and for the processing of such agricultural or other products as the lessee may gather thereon.

(b) The lessor reserves the right to limit the total area that may be ploughed, planted, cultivated or sown on the holding and to control grazing thereon.

(c) The lessee shall not cut down or damage any trees of whatsoever nature on any part of the holding without the consent of the lessor but the lessee shall have the right without such consent to use such dead wood as may be on the holding for fuel or for domestic purposes.

5. The lessee shall have no claim for compensation against the lessor or against a prospector or claimholder in case of accidents to persons or animals as a result of the existence of shafts, tunnels and other conditions arising out of prospecting and/or mining operations on the holding.

6. (a) Liability for the erection of boundary or other fences shall rest with the lessee.

(b) The holding shall further be subject to all the servitudes specially relating to and encumbering the land as acquired or held by the Government and shall, on the other hand, be entitled to the benefits of any servitudes in favour of the land not expressly excluded by a special term of the lease.

7. All rights-of-way, roads and thoroughfares which have been constructed upon the holding shall remain free and unobstructed, unless they are closed or diverted by order of a competent authority.

The lessee of any holding is compelled to grant to any adjacent or neighbouring lessee a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road; provided that it is deemed necessary by the lessor.

8. No trade shall be carried on on the holding without the written consent of the lessor.

9. All rights to game are reserved and the lessee shall not shoot or permit the shooting of game on the holding unless permission in writing is first obtained from the lessor. The shooting of game is controlled by Ordinance No. 23 of 1949.

Nuttige okkupasie van hoewe omvat—

- (i) die behoorlike versorging en instandhouding van verbeterings daarop;
- (ii) die instandhouding en verbetering van die vrugbaarheid van die grond en die voorkoming van gronderosie en brakheid;
- (iii) die uitroeiing van ongediertes en skadelike en ander onkruid ooreenkomstig die bepalinge van enige Wet wat op sodanige uitroeiing betrekking het.

(b) Die huurder moet hom op die boerdery toelê en mag nie sonder die skriftelike toestemming van die verhuurder 'n ander beroep volg of werk aanneem as gevolg waarvan hy van die hoewe afwesig moet wees nie.

(c) Die huurder moet die hoewe uitsluitlik vir sy eie gebruik en voordeel ontwikkel en bewerk; met dien verstande dat alle verbeterings van blywende aard op die huurder se risiko aangebring word.

(d) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die verhuurder iemand anders se vee op die hoewe laat kom nie.

(e) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die verhuurder die hoewe of 'n deel van die hoewe onderverhuur of enigeen van sy belange in die huurkontrak of hoewe oormak, seeder of verhipotekeer nie en geen Naturelle, Kleurlinge of Asiats, behalwe die huurder se *bona fide* werknemers, mag op die hoewe woon nie.

(f) Die huurder het nie die reg om sy huurkontrak sonder die skriftelike goedkeuring van die verhuurder op dié voorwaardes wat hy mag stel, oor te gee nie; met dien verstande dat die huurder in elk geval aanspreeklik sal wees vir die betaling van die *pro rata* huurgeld vanaf die datum van aanvang van die huurkontrak tot op die datum van aanname, deur die verhuurder, van die huurder se aansoek om oor te gee.

4. (a) Die hoewe moet alleen vir landbou- en veeteelt-doeleindes gebruik word en vir die verwerking van sodanige landbou- en ander produkte as wat die huurder daarop mag wen.

(b) Die verhuurder behou hom die reg voor om die totale oppervlakte wat op die hoewe geploeg, beplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

(c) Die huurder mag geen bome van watter soort ookal op enige gedeelte van die hoewe afkap of beskadig sonder die toestemming van die verhuurder nie, maar die huurder het die reg om sonder sodanige verlof droë hout wat op die hoewe mag wees vir brandstof of huishoudelike doeleindes te gebruik.

5. Die huurder is nie geregtig tot vergoeding deur die verhuurder of 'n prospekteerder of kleimhouer in geval van ongelukke aan persone of diere as gevolg van die bestaan van skagte, tonnells en ander toestande voortspruitende uit prospekter- en/of mynbouwerkzaamhede op die hoewe nie.

6. (a) Die huurder aanvaar aanspreeklikheid vir die oprigting van grens- of ander heinings.

(b) Die hoewe is verder onderworpe aan al die servitude wat spesiaal in verband staan met en rus op die grond soos deur die Goewerment verkry of gehou, en is aan die ander kant geregtig tot die voordele van enige servituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in die huurkontrak uitgesluit is nie.

7. Alle regte van weg, paaie en deurgange, wat op die hoewe aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

Die huurder van enige hoewe is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van dié aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die verhuurder dit nodig ag.

8. Geen handel mag sonder die skriftelike toestemming van die verhuurder op die hoewe gedryf word nie.

9. Alle regte op wild word voorbehou en die huurder mag nie op die hoewe wild skiet of toelaat dat dit gedoen word nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is. Die jag van wild word beheer deur Ordonnansie No. 23 van 1949.

10. In no circumstances shall the lessor be liable for any loss, damage or inconvenience which the lessee may suffer by reason of the presence on the holding of any person or any stock, whether with or without the knowledge of the Minister of Lands, or for the removal of any such person or stock.

11. The lease shall be terminable at the will of the lessor in case of non-payment of rent in accordance with the conditions herein mentioned or in case of the breach or non-fulfilment of any of the conditions of this lease. In the event of this lease being cancelled under the preceding provisions the lessee shall not be entitled to any compensation whatever in respect of any farm or general improvements nor to refund or repayment by the lessor of any rent paid by the lessee notwithstanding anything to the contrary in any other of the provisions of this lease contained or implied.

12. In the event of the termination of the lease for reasons other than are referred to in paragraph 11, the lessor shall have the right to take over any or all the permanent improvements referred to in paragraph 3 (c) at a valuation to be determined by the Land Board. Should the lessee not be prepared to dispose of the improvements at the Land Board's valuation he will be entitled to remove such improvements within a period not exceeding six months after termination of the lease.

13. Government officials have the right at any time to enter upon the holding.

14. All notices and demands sent to the lessee in terms of the lease shall be regarded as duly and properly served if they have been addressed to him at the holding and forwarded by registered post, and for purposes of legal proceedings or any disputes arising out of or in connection with the lease, the lessee elects the holding as his *domicilium citandi et executandi* and agrees to submit to the jurisdiction of the magistrate's court in all such cases.

#### GENERAL REMARK.

The Department has made every effort to render as accurate as possible the information given in this notice, but does not hold itself responsible for any inaccuracies which may be contained in this notice.

10. Die verhuurder is onder geen omstandighede aanspreeklik vir enige verlies, skade of ongerief wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of sonder die medewete van die Minister van Lande, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee nie.

11. Die huurkontrak kan na goedvinde van die verhuurder beëindig word ingeval die huur nie ooreenkomstig die voorwaardes hierin genoem, betaal word nie of ingeval van die oortreding of nie-nakoming van enigeen van die voorwaardes van die huurkontrak. Ingeval die huurkontrak ingevolge die voorgaande bepaling ingetrek word, is die huurder nie geregtig tot enige vergoeding van watter aard ook, ten opsigte van plaas- of algemene verbeterings, en ook nie tot terugbetaling deur die verhuurder van enige huur deur die huurder betaal nie, ondanks enigiets strydig in enige ander bepaling in dié huurkontrak vervat of stilswyend daarin inbegrepe.

12. Ingeval die huurkontrak beëindig word om ander redes as dié genoem in paragraaf 11, het die verhuurder die reg om al of sommige van die verbeterings van blywende aard wat in paragraaf 3 (c) gemeld word, oor te neem teen 'n waardasie van die Landraad. Indien die huurder nie bereid is om die verbeterings teen die Landraad se waardasie af te staan nie, sal hy geregtig wees om sodanige verbeterings binne ses maande na die beëindiging van die huurkontrak te verwyder.

13. Amptenare van die Staat het die reg om op alle tye die hoewe te betree.

14. Alle kennisgewings en aanskrywings, wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende gedien te wees as hulle aan hom op die hoewe geadresseer en per geregistreerde pos versend is, en vir doeleindes van regsdinge of geskille wat uit of in verband met die huurkontrak voortspruit kies die huurder die hoewe as sy *domicilium citandi et executandi* en stem hy toe dat die magistrats-hof jurisdiksie het om al sulke sake te verhoor.

#### ALGEMENE OPMERKING.

Die Departement het alle pogings aangewend om die inligting in hierdie kennisgewing vervat, so juis moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.



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