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KANTOOR VAN DIE EERSTE MINISTER.

Onderstaande Goewermentskennisgewing word ter algemene inligting gepubliseer:—

No. 990.] [1 Junie 1956.

Hierby word bekend gemaak dat dit Sy Eksellensie die Goewerneur-generaal behaag het om sy goedkeuring te heg aan onderstaande Wette, wat hierby ter algemene inligting gepubliseer word:—

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OFFICE OF THE PRIME MINISTER.

The following Government Notice is published for general information:—

No. 990.] [1st June, 1956.

It is hereby notified that His Excellency the Governor-General has been pleased to assent to the following Acts, which are hereby published for general information:—

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No. 34, 1956.]

WET

Tot wysiging van die reg op bydraende nalatigheid en die reg op die aanspreeklikheid van persone wat gesamentlik of afsonderlik vir dieselfde skade uit delik aanspreeklik is, en om vir daarmee in verband staande aangeleenthede voorsiening te maak.

(Engelse teks deur die Goewerneur-generaal geteken.)
(Goedgekeur op 16 Mei 1956.)

DIT WORD BEPAAL deur Haar Majesteit die Koningin, die Senaat en die Volksraad van die Unie van Suid-Afrika, soos volg:—

HOOFSTUK I.

BYDRAENDE NALATIGHEID.

Verdeling van aanspreeklikheid in geval van bydraende nalatigheid.

1. (1) (a) Waar iemand skade ly wat deels aan sy eie skuld en deels aan die skuld van 'n ander persoon te wyte is, word 'n vordering ten opsigte van bedoelde skade nie ten gevolge van die skuld van die eiser verydel nie, maar word die skadevergoeding wat ten opsigte daarvan verhaalbaar is, in so 'n mate deur die hof verminder as wat die hof, met inagneming van die mate van die eiser se skuld met betrekking tot die skade, regverdig en billik ag.
- (b) By die toepassing van paragraaf (a) word skade geag aan iemand se skuld te wyte te wees ondanks die feit dat 'n ander persoon 'n geleentheid gehad het om die gevolge daarvan te vermy en nalatiglik versuim het om dit te doen.
- (2) Waar in 'n geval waarop die bepalinge van sub-artikel (1) van toepassing is, een van die persone wat skuld het, aanspreeklikheid teenoor 'n eiser ontduik deur te pleit en te bewys dat die tydperk waarbinne ingevolge een of ander wetsbepaling 'n geding ingestel moes gewees het of kennis in verband met so 'n geding gegee moes gewees het, oorskry is, is so 'n persoon nie ingevolge die bepalinge van bedoelde sub-artikel geregtig om skadevergoeding op bedoelde eiser te verhaal nie.
- (3) By die toepassing van hierdie artikel beteken „skuld” ook 'n handeling of versuim waaruit, as dit nie vir die bepalinge van hierdie artikel was nie, die verweer van bydraende nalatigheid sou ontstaan het.

HOOFSTUK II.

GESAMENTLIKE OF AFSONDERLIKE DADERS.

Gedinge teen en bydraes tussen gesamentlike en afsonderlike daders.

2. (1) Waar dit beweer word dat twee of meer persone gesamentlik of afsonderlik uit delik aanspreeklik is teenoor 'n derde persoon (hieronder die eiser genoem) vir dieselfde skade, kan sulke persone (hieronder mededaders genoem) in dieselfde aksie aangespreek word.
- (2) Kennis van 'n aksie kan te eniger tyd voor die sluiting van pleitstukke in bedoelde aksie—
 - (a) deur die eiser;
 - (b) deur 'n mededader wat in bedoelde aksie aangespreek word,
 aan 'n mededader wat nie in bedoelde aksie aangespreek word nie, gegee word en bedoelde mededader kan daarop as 'n verwerder tot die aksie toetree.
- (3) Die hof kan op aansoek van die eiser of 'n mededader in 'n aksie beveel dat afsonderlike verhore plaasvind, of die ander bevel in hierdie verband uitreik wat die hof regverdig en dienstig ag.
- (4) (a) Indien 'n mededader nie in 'n aksie wat teen 'n ander mededader ingestel word, aangespreek word nie, en daar geen kennis ingevolge paragraaf (a) van sub-artikel (2) aan hom gegee word nie, kan die eiser hom daarna nie aanspreek nie behalwe met verlof van die hof verleen op aanvoering van grondige redes waarom kennis soos voormeld nie gegee is nie.
- (b) Indien geen kennis ingevolge paragraaf (a) of (b) van sub-artikel (2) aan 'n mededader wat nie deur die eiser aangespreek word, gegee word nie, word geen

No. 34, 1956.]

ACT

To amend the law relating to contributory negligence and the law relating to the liability of persons jointly or severally liable in delict for the same damage, and to provide for matters incidental thereto.

(English text signed by the Governor-General.)
(Assented to 16th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

CHAPTER I.

CONTRIBUTORY NEGLIGENCE.

1. (1) (a) Where any person suffers damage which is caused partly by his own fault and partly by the fault of any other person, a claim in respect of that damage shall not be defeated by reason of the fault of the claimant but the damages recoverable in respect thereof shall be reduced by the court to such extent as the court may deem just and equitable having regard to the degree in which the claimant was at fault in relation to the damage. Apportionment of liability in case of contributory negligence.
- (b) Damage shall for the purpose of paragraph (a) be regarded as having been caused by a person's fault notwithstanding the fact that another person had an opportunity of avoiding the consequences thereof and negligently failed to do so.
- (2) Where in any case to which the provisions of sub-section (1) apply, one of the persons at fault avoids liability to any claimant by pleading and proving that the time within which proceedings should have been instituted or notice should have been given in connection with such proceedings in terms of any law, has been exceeded, such person shall not by virtue of the provisions of the said sub-section, be entitled to recover damages from that claimant.
- (3) For the purposes of this section "fault" includes any act or omission which would, but for the provisions of this section, have given rise to the defence of contributory negligence.

CHAPTER II.

JOINT OR SEVERAL WRONGDOERS.

2. (1) Where it is alleged that two or more persons are jointly or severally liable in delict to a third person (hereinafter referred to as the plaintiff) for the same damage, such persons (hereinafter referred to as joint wrongdoers) may be sued in the same action. Proceedings against and contributions between joint and several wrongdoers.
- (2) Notice of any action may at any time before the close of pleadings in that action be given—
 - (a) by the plaintiff;
 - (b) by any joint wrongdoer who is sued in that action,
 to any joint wrongdoer who is not sued in that action, and such joint wrongdoer may thereupon intervene as a defendant in that action.
- (3) The court may on the application of the plaintiff or any joint wrongdoer in any action order that separate trials be held, or make such other order in this regard as it may consider just and expedient.
- (4) (a) If a joint wrongdoer is not sued in an action instituted against another joint wrongdoer and no notice is given to him in terms of paragraph (a) of sub-section (2), the plaintiff shall not thereafter sue him except with the leave of the court on good cause shown as to why notice was not given as aforesaid.
- (b) If no notice is under paragraph (a) or (b) of sub-section (2) given to a joint wrongdoer who is not sued by the plaintiff, no proceedings for a contribution

geding vir 'n bydrae deur 'n mededader kragtens sub-artikel (6) of (7) teen hom ingestel nie behalwe met verlof van die hof verleen op aanvoering van grondige redes waarom kennis nie ingevolge paragraaf (b) van sub-artikel (2) aan hom gegee is nie.

(5) In enige daaropvolgende aksie teen 'n ander mededader, word 'n bedrag wat op 'n mededader in 'n vorige aksie verhaal is, geag aangewend te gewees het ter betaling van die koste wat in die vorige aksie toegeken is voor vereffening van die in bedoelde aksie toegekende skadevergoeding.

(6) (a) Indien vonnis in 'n aksie teen 'n mededader gegee word vir die volle bedrag van die skade wat die eiser gely het, kan bedoelde mededader, indien die vonnisskuld ten volle betaal is, behoudens die bepalings van paragraaf (b) van sub-artikel (4), op enige ander mededader 'n bydrae ten opsigte van sy verantwoordelikheid vir bedoelde skade verhaal van so 'n bedrag as wat die hof, met inagneming van die mate van bedoelde ander mededader se skuld met betrekking tot die skade wat die eiser gely het en van die toegekende skadevergoeding, regverdig en billik ag.

(b) Die tydperk van bevrydende verjaring ten opsigte van 'n vordering van 'n bydrae is twaalf maande bereken vanaf die datum van die vonnis ten opsigte waarvan 'n bydrae gevorder word of, waar teen so 'n vonnis geappelleer word, die datum van die finale vonnis op appèl: Met dien verstande dat indien, in die geval van 'n mededader, die tydperk van bevrydende verjaring met betrekking tot 'n aksie wat teen hom deur die eiser ingestel mag word, deur 'n wetsbepaling beheers word wat 'n tydperk van minder as twaalf maande voorskryf as die tydperk waarbinne geregtelike stappe teen hom ingestel moet word of waarbinne kennis gegee moet word dat stappe teen hom ingestel gaan word, die bepalings van so 'n wetsbepaling *mutatis mutandis* van toepassing is met betrekking tot 'n aksie vir 'n bydrae deur 'n mededader, en die betrokke tydperk of tydperke bereken word vanaf die datum van die vonnis soos voormeld in stede van die datum van die oorspronklike eisorsaak.

(c) 'n Mededader van wie 'n bydrae gevorder word, kan teen die mededader wat die bydrae vorder enige verweer opwerp wat laasgenoemde teen die eiser kon opgewerp het.

(7) (a) Indien vonnis in 'n aksie teen een of meer mededaders gegee word ten opsigte van die skade wat die eiser gely het, kan daar, behoudens die bepalings van paragraaf (b) van sub-artikel (4), deur 'n mededader wat ingevolge so 'n vonnis 'n hoër bedrag ten opsigte van sy verantwoordelikheid vir bedoelde skade aan die eiser betaal as die bedrag (hieronder genoem die bedrag aan eersbedoelde mededader toegedeel) wat die hof, met inagneming van die mate van sy skuld met betrekking tot die skade wat die eiser gely het en van die volle bedrag van die skadevergoeding wat aan die eiser toegeken is, regverdig en billik ag, op 'n ander mededader 'n bydrae ten opsigte van laasbedoelde se verantwoordelikheid vir bedoelde skade verhaal word van 'n bedrag van hoogstens soveel van die bedrag wat die hof, met inagneming van die mate van daardie ander mededader se skuld met betrekking tot die skade wat die eiser gely het en van die volle bedrag van die skadevergoeding wat aan die eiser toegeken is, regverdig en billik ag, as wat nie deur daardie ander mededader aan die eiser of 'n ander mededader betaal is nie, of soveel van die bedrag deur eersbedoelde mededader betaal as wat die aan hom toegedeelde bedrag te bowe gaan, na gelang van watter bedrag minder is.

(b) Die bepalings van paragrawe (b) en (c) van sub-artikel (6) is *mutatis mutandis* van toepassing op 'n vordering van 'n bydrae kragtens paragraaf (a) van hierdie sub-artikel.

(8) (a) Indien vonnis in 'n aksie ten gunste van die eiser teen twee of meer mededaders gegee word, kan die hof—

(i) beveel dat bedoelde mededaders die bedrag van die toegekende skadevergoeding gesamentlik en afsonderlik betaal, sodat as die een betaal die ander bevry word;

shall be instituted against him under sub-section (6) or (7) by any joint wrongdoer except with the leave of the court on good cause shown as to why notice was not given to him under paragraph (b) of sub-section (2).

(5) In any subsequent action against another joint wrongdoer, any amount recovered from any joint wrongdoer in a former action shall be deemed to have been applied towards the payment of the costs awarded in the former action in priority to the liquidation of the damages awarded in that action.

(6) (a) If judgment is in any action given against any joint wrongdoer for the full amount of the damage suffered by the plaintiff, the said joint wrongdoer may, if the judgment debt has been paid in full, subject to the provisions of paragraph (b) of sub-section (4), recover from any other joint wrongdoer a contribution in respect of his responsibility for such damage of such an amount as the court may deem just and equitable having regard to the degree in which that other joint wrongdoer was at fault in relation to the damage suffered by the plaintiff, and to the damages awarded.

(b) The period of extinctive prescription in respect of a claim for a contribution shall be twelve months calculated from the date of the judgment in respect of which a contribution is claimed or, where an appeal is made against such judgment, the date of the final judgment on appeal: Provided that if, in the case of any joint wrongdoer, the period of extinctive prescription in relation to any action which may be instituted against him by the plaintiff, is governed by a law which prescribes a period of less than twelve months as the period within which legal proceedings shall be instituted against him or within which notice shall be given that proceedings will be instituted against him, the provisions of such law shall apply *mutatis mutandis* in relation to any action for a contribution by a joint wrongdoer, the period or periods concerned being calculated from the date of the judgment as aforesaid instead of from the date of the original cause of action.

(c) Any joint wrongdoer from whom a contribution is claimed may raise against the joint wrongdoer who claims the contribution any defence which the latter could have raised against the plaintiff.

(7) (a) If judgment is in any action given against one or more joint wrongdoers in respect of the damage suffered by the plaintiff, any joint wrongdoer who in pursuance of such judgment pays to the plaintiff in respect of his responsibility for such damage an amount in excess of the amount (hereinafter referred to as the amount apportioned to the firstmentioned joint wrongdoer) which the court deems just and equitable having regard to the degree in which he was at fault in relation to the damage suffered by the plaintiff and to the full amount of the damages awarded to the plaintiff, may, subject to the provisions of paragraph (b) of sub-section (4), recover from any other joint wrongdoer a contribution in respect of the latter's responsibility for such damage of an amount not exceeding so much of the amount which the court deems just and equitable having regard to the degree in which such other joint wrongdoer was at fault in relation to the damage suffered by the plaintiff and to the full amount of the damages awarded to the plaintiff, as has not been paid by such other joint wrongdoer to the plaintiff or to any other joint wrongdoer, or so much of the amount paid by the firstmentioned joint wrongdoer as exceeds the amount apportioned to him, whichever is less.

(b) The provisions of paragraphs (b) and (c) of sub-section (6) shall apply *mutatis mutandis* to any claim for a contribution under paragraph (a) of this sub-section.

(8) (a) If judgment is in any action given in favour of the plaintiff against two or more joint wrongdoers, the court may—

(i) order that such joint wrongdoers pay the amount of the damages awarded jointly and severally, the one paying the other to be absolved;

- (ii) indien die hof oortuig is dat al die mededaders in die aksie saamgevoeg is, die toegekende skadevergoeding tussen bedoelde mededaders verdeel in die verhouding wat die hof, met inagneming van die mate van iedere mededader se skuld met betrekking tot die skade wat die eiser gely het, regverdig en billik ag, en 'n afsonderlike vonnis teen iedere mededader gee vir die aan hom toegedeelde bedrag: Met dien verstande dat enige bedrag wat die eiser nie op een of ander mededader uit hoofde van so 'n vonnis kan verhaal nie (met inbegrip van enige koste deur die eiser aangegaan in 'n poging om bedoelde bedrag te verhaal en nie op bedoelde mededader verhaal nie), hetsy as gevolg van bedoelde mededader se insolvensie of andersins, kan deur die eiser verhaal word op die ander mededader of, indien daar twee of meer ander mededaders is, op bedoelde ander mededaders in die verhouding wat die hof, met inagneming van die mate van iedereen van bedoelde ander mededaders se skuld met betrekking tot die skade wat die eiser gely het, regverdig en billik ag;
- (iii) waar die hof vonnis teen die mededaders gesamentlik en afsonderlik soos voormeld gee, op versoek van enigeen van die mededaders, vir die doeleindes van paragraaf (b), die skadevergoeding wat deur die mededaders *inter se* betaalbaar is, tussen die mededaders verdeel in die verhouding wat die hof, met inagneming van die mate van iedere mededader se skuld met betrekking tot die skade wat die eiser gely het, regverdig en billik ag;
- (iv) die bevel met betrekking tot koste uitreik wat die hof regverdig ag, met inbegrip van 'n bevel dat die mededaders teen wie die hof vonnis gee, die eiser se koste gesamentlik en afsonderlik moet betaal, sodat as die een betaal die ander bevry word, en dat indien een van die onsuksesvolle mededaders meer as sy *pro rata* deel van die eiser se koste betaal, hy geregtig sal wees om op iedereen van die ander onsuksesvolle mededaders sy *pro rata* deel van sodanige oorbetalings te verhaal.
- (b) 'n Mededader wat meer betaal as die bedrag wat kragtens sub-paragraaf (iii) van paragraaf (a) aan hom toegedeel is, kan op 'n mededader wat minder as of niks van die bedrag wat aldus aan hom toegedeel is, betaal het, 'n bydrae verhaal van 'n bedrag van hoogstens soveel van die bedrag aldus aan laasgenoemde mededader toegedeel as wat hy nie betaal het nie, of soveel van die bedrag deur eersgenoemde mededader betaal as wat die aldus aan hom toegedeelde bedrag te bowe gaan, na gelang van watter bedrag minder is.
- (c) Die bepalinge van paragraaf (b) van sub-artikel (6) is *mutatis mutandis* van toepassing op 'n vordering van 'n bydrae kragtens paragraaf (b) van hierdie sub-artikel.
- (9) Indien vonnis ten gunste van 'n mededader gegee word of indien 'n mededader van die instansie vrygestel word, kan die hof die bevel met betrekking tot koste uitreik wat hy regverdig ag, met inbegrip van 'n bevel—
 - (a) dat die eiser bedoelde mededader se koste betaal; of
 - (b) dat die onsuksesvolle mededaders die koste van die suksesvolle mededader gesamentlik en afsonderlik moet betaal, sodat as die een betaal die ander bevry word, en dat indien een van die onsuksesvolle mededaders meer as sy *pro rata* deel van die suksesvolle mededader se koste betaal, hy geregtig sal wees om op iedereen van die ander onsuksesvolle mededaders sy *pro rata* deel van sodanige oorbetalings te verhaal, en dat indien die suksesvolle mededader nie in staat is om die geheel of 'n gedeelte van sy koste op die onsuksesvolle mededaders te verhaal nie, hy geregtig sal wees om die deel van sy koste wat hy nie in staat is om op die onsuksesvolle mededaders te verhaal nie, op die eiser te verhaal.
- (10) Indien ten gevolge van die bepalinge van 'n ooreenkoms tussen 'n mededader en die eiser, eersgenoemde vrygestel is van

- (ii) if it is satisfied that all the joint wrongdoers have been joined in the action, apportion the damages awarded against the said joint wrongdoers in such proportions as the court may deem just and equitable having regard to the degree in which each joint wrongdoer was at fault in relation to the damage suffered by the plaintiff, and give judgment separately against each joint wrongdoer for the amount so apportioned: Provided that any amount which the plaintiff is unable to recover from any joint wrongdoer under a judgment so given (including any costs incurred by the plaintiff in an attempt to recover the said amount and not recovered from the said joint wrongdoer) whether by reason of the said joint wrongdoer's insolvency or otherwise, may be recovered by the plaintiff from the other joint wrongdoer or, if there are two or more other joint wrongdoers, from those other joint wrongdoers in such proportions as the court may deem just and equitable having regard to the degree in which each of those other joint wrongdoers was at fault in relation to the damage suffered by the plaintiff;
- (iii) where it gives judgment against the joint wrongdoers jointly and severally as aforesaid, at the request of any one of the joint wrongdoers, apportion, for the purposes of paragraph (b), the damages payable by the joint wrongdoers *inter se*, amongst the joint wrongdoers, in such proportions as the court may deem just and equitable having regard to the degree in which each joint wrongdoer was at fault in relation to the damage suffered by the plaintiff;
- (iv) make such order as to costs as it may consider just, including an order that the joint wrongdoers against whom it gives judgment shall pay the plaintiff's costs jointly and severally, the one paying the other to be absolved, and that if one of the unsuccessful joint wrongdoers pays more than his *pro rata* share of the plaintiff's costs, that he shall be entitled to recover from each of the other unsuccessful joint wrongdoers his *pro rata* share of such excess.
- (b) Any joint wrongdoer who pays more than the amount apportioned to him under sub-paragraph (iii) of paragraph (a) may recover from any joint wrongdoer who has paid less than or nothing of the amount so apportioned to him, a contribution of an amount not exceeding so much of the amount so apportioned to the lastmentioned joint wrongdoer as has not been paid by him, or so much of the amount paid by the firstmentioned joint wrongdoer as exceeds the amount so apportioned to him, whichever is less.
- (c) The provisions of paragraph (b) of sub-section (6) shall apply *mutatis mutandis* to any claim for a contribution under paragraph (b) of this sub-section.

(9) If judgment is given in favour of any joint wrongdoer or if any joint wrongdoer is absolved from the instance, the court may make such order as to costs as it may consider just, including an order—

- (a) that the plaintiff pay such joint wrongdoer's costs; or
- (b) that the unsuccessful joint wrongdoers pay the costs of the successful joint wrongdoer jointly and severally, the one paying the other to be absolved, and that if one of the unsuccessful joint wrongdoers pays more than his *pro rata* share of the costs of the successful joint wrongdoer, that he shall be entitled to recover from each of the other unsuccessful joint wrongdoers his *pro rata* share of such excess, and that if the successful joint wrongdoer is unable to recover the whole or any part of his costs from the unsuccessful joint wrongdoers, that he shall be entitled to recover from the plaintiff such part of his costs as he is unable to recover from the unsuccessful joint wrongdoers.

(10) If by reason of the terms of an agreement between a joint wrongdoer and the plaintiff the former is exempt from

aanspreeklikheid vir die skade wat die eiser gely het of sy aanspreeklikheid daarvoor tot 'n ooreengekome bedrag beperk is, is soveel van daardie gedeelte van die skadevergoeding wat, as dit nie vir bedoelde ooreenkoms en die bepaling van paragraaf (c) van sub-artikel (6) of paragraaf (b) van sub-artikel (7) was nie, ingevolge sub-artikel (6) of (7) op bedoelde mededader verhaal sou kon geword het, of ingevolge sub-paragraaf (ii) of (iii) van paragraaf (a) van sub-artikel (8) aan hom toegedeel sou kon geword het, as wat die bedrag, indien daar is, waarvoor hy ingevolge bedoelde ooreenkoms aanspreeklik is, te bowe gaan, nie deur die eiser op enige ander mededader verhaalbaar nie.

- (11) (a) Wanneer 'n mededader wat kragtens een of ander bepaling van hierdie artikel geregtig is om 'n bydrae op 'n ander mededader te verhaal, nie in staat is om bedoelde bydrae of 'n bedrag daarvan op daardie ander mededader te verhaal nie, hetsy as gevolg van laasgenoemde se insolvensie of andersins, kan hy op enige ander mededader so 'n gedeelte van daardie bydrae of daardie bedrag daarvan verhaal as wat die hof, met inagneming van die mate van daardie ander mededader se skuld met betrekking tot die skade wat die eiser gely het en van die volle bedrag van bedoelde bydrae of bedoelde bedrag daarvan, na gelang van die geval, regverdig en billik ag.
- (b) Koste wat deur 'n mededader aangegaan word in 'n poging om 'n bydrae op 'n ander mededader te verhaal, en wat nie op daardie mededader verhaal word nie, word by die toepassing van paragraaf (a), by die bedrag van bedoelde bydrae gevoeg.

(12) Indien 'n mededader ooreenkom om aan die eiser 'n som geld in volle vereffening van eiser se vordering te betaal, is die bepaling van sub-artikel (6) *mutatis mutandis* van toepassing asof vonnis deur 'n bevoegde hof teen bedoelde mededader vir bedoelde som geld, of, indien die hof oortuig is dat bedoelde som geld die volle bedrag van die skade wat die eiser werklik gely het, te bowe gaan, vir die som geld wat volgens bepaling van die hof gelykstaan aan die volle bedrag van die skade wat die eiser werklik gely het, gegee was, en by die toepassing van die bepaling van paragraaf (b) van genoemde sub-artikel (6), word 'n verwysing daarin na die datum van die vonnis uitgelê as 'n verwysing na die datum van die ooreenkoms.

(13) Wanneer vonnis in 'n aksie teen 'n mededader gegee word vir die volle bedrag van die skade wat die eiser gely het, of wanneer 'n mededader ooreengekom het om aan die eiser 'n som geld in volle vereffening van eiser se vordering te betaal, en die vonnisskuld of bedoelde som geld ten volle betaal is, word iedere ander mededader ook daardeur van enige verdere aanspreeklikheid teenoor die eiser bevry.

(14) By die toepassing van hierdie artikel word iemand as 'n mededader beskou ondanks die feit dat 'n ander persoon 'n geleentheid gehad het om die gevolge van sy onregmatige daad te vermy en nalatiglik versuim het om dit te doen.

Toepassing van bepaling van artikel 2 op aanspreeklikheid ingevolge Wet 29 van 1942 opgelê.

3. Die bepaling van artikel twee is ook van toepassing met betrekking tot enige aanspreeklikheid wat ingevolge die Motorvoertuigassuransiewet, 1942 (Wet No. 29 van 1942), aan die Staat of 'n persoon ten opsigte van verlies of skade wat veroorsaak is deur of voortvloei uit die bestuur van 'n motorvoertuig, opgelê word.

HOOFSTUK III.

ALGEMEEN.

Voorbehoude.

4. (1) Die bepaling van hierdie Wet—
- (a) is nie van toepassing ten opsigte van 'n onregmatige daad wat voor die inwerkingtreding van hierdie Wet gepleeg is nie;
- (b) het nie die uitwerking om 'n verweer wat uit hoofde van 'n kontrak ontstaan, te verydel nie;
- (c) het nie die uitwerking om die bedrag van skadevergoeding bo enige maksimum wat in 'n ooreenkoms of 'n wetsbepaling wat ten opsigte van 'n vordering vir skadevergoeding van toepassing is, te verhoog nie.
- (2) Geen bepaling van hierdie Wet doen op enigerlei wyse afbreuk aan die bepaling van enige wet betreffende botsings of ongelukke ter see of van enige hofreël wat voor die inwerkingtreding van hierdie Wet kragtens artikel honderden-agt van die „Zuid-Afrika Wet, 1909” of kragtens artikel

liability for the damage suffered by the plaintiff or his liability therefor is limited to an agreed amount, so much of that portion of the damages which, but for the said agreement and the provisions of paragraph (c) of sub-section (6) or paragraph (b) of sub-section (7), could have been recovered from the said joint wrongdoer in terms of sub-section (6) or (7) or could have been apportioned to him in terms of sub-paragraph (ii) or (iii) of paragraph (a) of sub-section (8), as exceeds the amount, if any, for which he is liable in terms of the said agreement, shall not be recoverable by the plaintiff from any other joint wrongdoer.

(11) (a) Whenever a joint wrongdoer who is entitled under any provision of this section to recover a contribution from another joint wrongdoer, is unable to recover that contribution or any amount thereof from that other joint wrongdoer, whether by reason of the latter's insolvency or otherwise, he may recover from any other joint wrongdoer such portion of that contribution or that amount thereof as the court may deem just and equitable having regard to the degree in which that other joint wrongdoer was at fault in relation to the damage suffered by the plaintiff and to the full amount of the said contribution or the said amount thereof, as the case may be.

(b) Any costs incurred by a joint wrongdoer in an attempt to recover any contribution from any other joint wrongdoer, and not recovered from that joint wrongdoer, shall for the purpose of paragraph (a), be added to the amount of that contribution.

(12) If any joint wrongdoer agrees to pay to the plaintiff a sum of money in full settlement of the plaintiff's claim, the provisions of sub-section (6) shall apply *mutatis mutandis* as if judgment had been given by a competent court against such joint wrongdoer for that sum of money, or, if the court is satisfied that the full amount of the damage actually suffered by the plaintiff is less than that sum of money, for such sum of money as the court determines to be equal to the full amount of the damage actually suffered by the plaintiff, and in the application of the provisions of paragraph (b) of the said sub-section (6), any reference therein to the date of the judgment shall be construed as a reference to the date of the agreement.

(13) Whenever judgment is in any action given against any joint wrongdoer for the full amount of the damage suffered by the plaintiff, or whenever any joint wrongdoer has agreed to pay to the plaintiff a sum of money in full settlement of the plaintiff's claim, and the judgment debt or the said sum of money has been paid in full, every other joint wrongdoer shall thereby also be discharged from any further liability towards the plaintiff.

(14) A person shall for the purposes of this section be regarded as a joint wrongdoer notwithstanding the fact that another person had an opportunity of avoiding the consequences of his wrongful act and negligently failed to do so.

3. The provisions of section two shall apply also in relation to any liability imposed in terms of the Motor Vehicle Insurance Act, 1942 (Act No. 29 of 1942), on the State or any person in respect of loss or damage caused by or arising out of the driving of a motor vehicle.

Application of provisions of section 2 to liability imposed in terms of Act 29 of 1942.

CHAPTER III.

GENERAL.

4. (1) The provisions of this Act shall not—

Savings.

- (a) apply in respect of any wrongful act committed before the commencement of this Act;
- (b) operate to defeat any defence arising under a contract;
- (c) operate to increase the amount of damages beyond any maximum prescribed in any agreement or any law applicable in respect of any claim for damages.

(2) Nothing in this Act contained shall derogate in any manner from the provisions of any law relating to collisions or accidents at sea, or of any rule of court promulgated before the commencement of this Act under section one hundred and eight of the South Africa Act, 1909, or under section three

drie van die „Rechtsbedeeling Proklamatie, 1919” (Proklamasie No. 21 van 1919), van die gebied Suidwes-Afrika, afgekondig is nie.

Hierdie Wet
bind die Staat.

5. Hierdie Wet bind die Staat.

Toepassing van
Wet in Suidwes-
Afrika.

6. Hierdie Wet is ook in die gebied Suidwes-Afrika van toepassing.

Kort titel.

7. Hierdie Wet heet die Wet op Verdeling van Skadevergoeding, 1956.

of the Administration of Justice Proclamation, 1919 (Proclamation No. 21 of 1919), of the territory of South-West Africa.

5. This Act binds the State.

This Act binds
the State.

6. This Act shall apply also in the territory of South-West Africa. Act applies in
South-West Africa.

7. This Act shall be called the Apportionment of Damages Short title.
Act, 1956.

No. 40, 1956.]

WET

Tot samevatting van die wetsbepalings met betrekking tot die
versekering van die betaling van loon aan werksmense.

(Engelse teks deur die Goewerneur-generaal geteken.)

(Goedgekeur op 25 Mei 1956.)

DIT WORD BEPAAL deur Haar Majesteit die Koningin, die
Senaat en die Volksraad van die Unie van Suid-Afrika,
soos volg:—

Woordbepaling.

1. In hierdie Wet, tensy uit die samehang anders blyk,
beteken—

- (i) „aannemer” met betrekking tot—
 - (a) ’n prinsipaal, ’n persoon wat direk met daardie prinsipaal ’n kontrak gesluit het om enige werk vir hom te verrig;
 - (b) enige werk, ’n persoon wat ’n kontrak gesluit het om daardie werk vir ’n prinsipaal te verrig, en ook, in die geval van so ’n persoon—
 - (i) wat oorlede is, sy eksekuteur;
 - (ii) wat kranksinnig geword het, sy *curator bonis*;
 - (iii) wat ’n insolvent geword het, die kurator van die insolvente boedel; en
 - (iv) wat ’n maatskappy in likwidasië is, die likwidateur van die maatskappy; (i)
- (ii) „loon” die netto bedrag deur ’n aannemer aan ’n werksman verskuldig vir werk deur daardie werksman verrig, na aftrekking van enige bedrag wat deur daardie werksman aan daardie aannemer verskuldig is ten opsigte van voordele wat deur daardie werksman ontvang is; (iii)
- (iii) „prinsipaal”, met betrekking tot enige werk, ’n persoon op wie se versoek, of op wie se onkoste, of ten behoeve van wie, met sy medewete en toestemming daardie werk verrig moet word of verrig is, en ook, in die geval van so ’n persoon—
 - (a) wat oorlede is, sy eksekuteur;
 - (b) wat kranksinnig geword het, sy *curator bonis*;
 - (c) wat ’n insolvent geword het, die kurator van die insolvente boedel; en
 - (d) wat ’n maatskappy in likwidasië is, die likwidateur van die maatskappy; (ii)
- (iv) „werk” enige werk of arbeid, hetsy geskoold of ongeskoold, verrig of begin aan of in verband met—
 - (a) die bou, versiering, verbouing of herstel van ’n gebou of struktuur;
 - (b) die ontwikkeling of eksploitasie van ’n myn, prospekterwerk, waterloop, wal, dam, steengroef, sandgroef of ander uitgraving;
 - (c) die aanleg, verandering, herstel, instandhouding of eksploitasie van ’n spoorweg of tremweg, lig- of watervoorsieningskema of -onderneming of rioolstelsel of -onderneming of sanitêre stelsel of onderneming;
 - (d) die plaas, vassit, oprigting of herstel van enige materiaal, installasie of masjinerie; en
 - (e) die vervaardiging van enige roerende goed; (iv)
- (v) „werksman”, met betrekking tot—
 - (a) ’n aannemer, ’n persoon deur daardie aannemer in diens geneem om enige werk te verrig;
 - (b) enige werk, ’n persoon deur ’n aannemer in diens geneem om daardie werk te verrig, en ook in die geval van so ’n persoon—
 - (i) wat oorlede of minderjarig is of kranksinnig geword het, sy regsvertegenwoordiger; en
 - (ii) wat insolvent geword het, die kurator van die insolvente boedel. (v).

Loon verskuldig aan werksman ’n preferente vordering teen geld aan ’n aannemer betaalbaar.

2. (1) Behoudens die bepalings van hierdie Wet, is die loon verskuldig of wat verskuldig mag word aan ’n werksman ten opsigte van enige werk deur hom verrig, ’n preferente vordering teen enige geld deur die prinsipaal aan die aannemer ten opsigte van bedoelde werk betaalbaar.

No. 40, 1956.]

ACT

To consolidate the law relating to the securing of the payment of workmen's wages.

(English text signed by the Governor-General.)
(Assented to 25th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

1. In this Act, unless the context otherwise indicates— Definitions.

- (i) "contractor", in relation to—
 - (a) a principal, means a person who has contracted directly with that principal to perform any work for him;
 - (b) any work, means a person who has contracted to perform that work for any principal, and includes in the case of any such person—
 - (i) who has died, his executor;
 - (ii) who has become of unsound mind, his *curator bonis*;
 - (iii) who has become an insolvent, the trustee of the insolvent estate; and
 - (iv) which is a company in liquidation, the liquidator of the company; (i)
- (ii) "principal", in relation to any work, means a person at whose request, or on whose credit, or on whose behalf, with his privity and consent, that work is to be or has been performed and includes, in the case of any such person—
 - (a) who has died, his executor;
 - (b) who has become of unsound mind, his *curator bonis*;
 - (c) who has become an insolvent, the trustee of the insolvent estate; and
 - (d) which is a company in liquidation, the liquidator of the company; (iii)
- (iii) "wages" means the net amount due to a workman by a contractor for work performed by that workman, after deducting any amount due by that workman to that contractor in respect of benefits received by that workman; (ii)
- (iv) "work" means any work or labour, whether skilled or unskilled, performed or commenced upon or in connection with—
 - (a) the construction, decoration, alteration or repair of any building or structure;
 - (b) the development or working of any mine, prospecting works, watercourse, embankment, dam, quarry, sand-pit or other excavation;
 - (c) the construction, alteration, repair, maintenance or working of any railway, tramway, light or water supply scheme or undertaking, or sewerage or sanitary scheme or undertaking;
 - (d) the placing, fixing, erection or repair of any materials, plant or machinery; and
 - (e) the manufacture of any movable; (iv)
- (v) "workman", in relation to—
 - (a) a contractor, means a person employed by that contractor to perform any work;
 - (b) any work, means a person employed by any contractor to perform that work, and includes, in the case of any such person—
 - (i) who has died, or is a minor or has become of unsound mind, his legal representative; and
 - (ii) who has become insolvent, the trustee of the insolvent estate. (v)

2. (1) Subject to the provisions of this Act, the wages which are or are to become due to any workman in respect of any work performed by him shall be a first charge upon any money payable by the principal to the contractor in respect of such work. Wages due to workman to be a first charge on money payable to a contractor.

(2) Totdat kennisgewing van beslaglegging soos in artikel vier bedoel bestel is, kan die prinsipaal alle gelde wat deur hom aan die aannemer verskuldig en betaalbaar is ten opsigte van die werk, aan die aannemer betaal.

(3) Geen preferente vordering bestaan, en geen eis kan kragtens hierdie Wet ingestel word, vir 'n groter bedrag as vyf-en-twintig pond of die loon vir een maand, na gelang van watter bedrag die kleinste is, ten opsigte van een werksman nie.

(4) By ontstentenis van 'n andersluidende ooreenkoms, moet die totale bedrag aan loon wat deur 'n aannemer aan 'n werksman vir die verrigting van enige werk verskuldig en betaalbaar is, aan bedoelde werksman betaal word by tussenpose van nie langer as 'n week nie.

Afstand en beslaglegging nietig teenoor werksmense.

3. (1) Elke afstand, sessie of vordering (behalwe die in artikel twee bedoelde vordering) deur 'n aannemer ten gunste van enige persoon gemaak of toegeken, het geen regsrag of -gevolge teenoor die werksmense van daardie aannemer ten opsigte van die loon aan hulle verskuldig of wat aan hulle verskuldig mag word nie.

(2) Behoudens die bepalings van artikel twee moet daar, wanneer deur enigiemand op gelde deur 'n prinsipaal betaalbaar aan 'n aannemer ten opsigte van werk beslag gelê word, 'n voldoende bedrag deur die prinsipaal teruggehou word om die bedrag te delg wat as loon aan alle werksmense van daardie aannemer ten opsigte van daardie werk verskuldig is, mits kennisgewing van beslaglegging ingevolge artikel vier gegee is.

Werksmense kan vir agterstallige loon 'n kennisgewing van beslaglegging aan prinsipaal bestel.

4. (1) 'n Werksman wie se loon nog nie betaal is nadat dit verskuldig geword het en mondeling of skriftelik geëis is nie, kan 'n kennisgewing van beslaglegging, gestaaf deur 'n plegtige verklaring wat so na doenlik aan Vorm A in die Bylae by hierdie Wet moet wees, aan die prinsipaal bestel, en die werksman moet ook 'n afskrif van bedoelde kennisgewing en verklaring aan die aannemer bestel.

(2) Na bestelling van so 'n kennisgewing moet die bedrag geld daarin vermeld deur die prinsipaal teruggehou word uit die gelde deur hom aan die aannemer verskuldig of wat verskuldig mag word, totdat die magistratshof van die distrik waarin die werk verrig word of verrig moet word, gelas aan wie en op watter wyse die gelde betaal moet word, of totdat die werksman skriftelik tot intrekking van die beslaglegging toestemming verleen: Met dien verstande dat die prinsipaal die bedrag in die kennisgewing van beslaglegging vermeld by bedoelde hof geregteklik kan inbetaal.

(3) Die kwitansie van die klerk van genoemde hof vir bedoelde bedrag onthef die prinsipaal ten volle van sy aanspreeklikheid kragtens die beslaglegging.

Prinsipaal of klerk van die hof kan werksman met toestemming van die aannemer betaal.

5. Die prinsipaal of, indien die bedrag in die kennisgewing van beslaglegging vermeld geregteklik inbetaal is, die klerk van die hof, kan met die skriftelike toestemming van die aannemer en sonder 'n regseding, die loon verskuldig aan 'n werksman wat 'n kennisgewing van beslaglegging bestel het, betaal, en kan die balans in sy besit, indien enige, aan die aannemer betaal, en die ontheffing ten opsigte van bedoelde loon deur die werksman onderteken, word geag toestemming tot die intrekking van die beslaglegging te wees.

Wanneer werksman vonnis teen aannemer verkry, kan die hof die prinsipaal gelas om te betaal.

6. (1) Wanneer 'n werksman wat 'n kennisgewing van beslaglegging soos voormeld aan die prinsipaal bestel het, binne die in artikel sewe genoemde tydperk in bogenoemde hof vonnis teen die aannemer verkry vir die geëiste loon of 'n deel daarvan, kan hy van die hof 'n bevel verkry tot die betaling deur die prinsipaal van die bedrag van die loon waarvoor vonnis verkry is.

(2) Bedoelde bevel moet so na doenlik aan Vorm B in die Bylae by hierdie Wet wees, en kan deur die werksman aan die prinsipaal bestel word.

(3) Na verloop van sewe dae nadat bedoelde bevel bestel is, maar nie eerder nie, moet die prinsipaal, behoudens die bepalings van artikel nege, aan die werksman die in bedoelde bevel vermelde bedrag uit die gelde waarop by bogenoemde kennisgewing beslag gelê is, betaal, en die werksman moet daarna aan die prinsipaal 'n kwitansie vir die bedrag gee wat so na doenlik aan Vorm C in die Bylae by hierdie Wet moet wees.

(4) Enige bedrag wat deur die prinsipaal ingevolge bedoelde bevel aan die werksman betaal word, moet van die bedrag wat deur die prinsipaal aan die aannemer verskuldig is of wat verskuldig mag word, afgetrek word.

(2) Until service of notice of attachment as provided in section *four*, the principal may pay to the contractor all moneys which are due and payable by him to the contractor in respect of the work.

(3) No first charge shall exist, and no claim shall be made under this Act, for a greater amount than twenty-five pounds or one month's wages, whichever is the smaller sum, in respect of any one workman.

(4) In the absence of any agreement to the contrary, the entire amount of wages due and payable by a contractor to any workman employed upon any work, shall be paid to such workman at intervals of not more than one week.

3. (1) Every assignment, cession, or charge made or created by a contractor in favour of any person (other than the charge mentioned in section *two*) shall have no legal force or effect as against the workmen of that contractor in respect of the wages which are or are to become due to them. Assignments and attachments void as against workmen.

(2) Subject to the provisions of section *two*, when any moneys payable to a contractor by a principal in respect of work are attached by any person a sufficient sum shall be retained by the principal to satisfy the amount due as wages to all workmen of that contractor in respect of that work provided notice of attachment has been given in terms of section *four*.

4. (1) Any workman whose wages remain unpaid after they have become due and have been demanded orally or in writing may serve upon the principal a notice of attachment, supported by a solemn declaration, which shall as nearly as practicable be in Form A set out in the Schedule to this Act, and the workman shall also serve upon the contractor a copy of such notice and declaration. Workmen whose wages are in arrear may serve notice of attachment on principal.

(2) Upon service of any such notice, the sum of money specified therein shall be retained by the principal out of the moneys due or to become due from him to the contractor, until the magistrate's court of the district in which the work is being or is to be performed directs to whom and in what manner the moneys are to be paid or until the workman consents in writing to the withdrawal of the attachment: Provided that the principal may pay into the said court the sum specified in the notice of attachment.

(3) The receipt of the clerk of the said court for such sum shall be a full discharge to the principal of his liability under the attachment.

5. The principal or, where the sum specified in a notice of attachment has been paid into court, the clerk of the court, may, with the written consent of the contractor and without any legal proceedings, pay the wages due to a workman who has served notice of attachment, and may pay the balance, if any, in his hands to the contractor, and the discharge for such wages signed by the workman shall be deemed to be a consent to the withdrawal of the attachment. Principal or clerk of court may pay workman with contractor's consent.

6. (1) If within the period mentioned in section *seven* a workman who has served such notice of attachment as aforesaid upon the principal, obtains judgment in the court aforesaid against the contractor for the wages claimed or any part thereof he may obtain from the court an order for the payment by the principal of the amount of the wages for which judgment has been obtained. When workman obtains judgment against contractor the court may order principal to pay.

(2) Such order shall as nearly as possible be in the Form B set out in the Schedule to this Act and may be served by the workman upon the principal.

(3) At the expiry of seven days after any such order has been served, but not earlier, the principal shall, subject to the provisions of section *nine*, pay to the workman out of the moneys attached by the notice aforesaid, the amount stated in such order, and the workman shall thereupon give to the principal a receipt for that amount, as nearly as possible, in the Form C set out in the Schedule to this Act.

(4) Any sum paid by the principal to the workman in pursuance of such order shall be deducted from the amount due or to become due by the principal to the contractor.

Beslaglegging word nietig indien werksman in gebreke bly om bevel binne voorgeskrewe tydperk aan prinsipaal te bestel.

7. Indien 'n werksman nie binne 'n tydperk van twee maande nadat hy 'n kennisgewing van beslaglegging soos voormeld bestel het, of binne sodanige verdere tydperk as wat die magistraat mag gelas, so 'n vonnis soos bogenoemde teen die aannemer verkry het en die in artikel ses bedoelde bevel aan die prinsipaal bestel het nie, word die beslaglegging nietig, en indien die prinsipaal 'n som geld kragtens sub-artikel (2) van artikel vier geregtelik inbetaal het, word genoemde som geld weer aan hom uitbetaal.

Eise van werksmense word in volgorde van kennisgewing van beslaglegging uitbetaal behalwe in geval van gelyktydige kennisgewings.

8. (1) Indien verskillende werksmense op verskillende tye afsonderlike kennisgewings van beslaglegging kragtens hierdie Wet aan die prinsipaal bestel het, moet die gelde waarop aldus beslag gelê is, deur die prinsipaal in die volgorde van bestelling van die kennisgewings uitbetaal word: Met dien verstande dat alle bedoelde kennisgewings wat binne tien dae na die eerste van bedoelde kennisgewings bestel is, geag word gelyktydig bestel te gewees het.

(2) Alle eise deur werksmense ingestel, wie se kennisgewings soos voormeld geag word gelyktydig bestel te gewees het, is gelykgeregig en word ten volle uitbetaal, tensy die gelde in besit van die prinsipaal waarop beslag gelê is onvoldoende is om aan daardie eise te voldoen, in watter geval die eise in gelyke verhoudings verminder word.

Prinsipaal nie aanspreeklik om meer te betaal as wat hy aan die aannemer verskuldig is nie.

9. (1) 'n Prinsipaal aan wie 'n bevel kragtens hierdie Wet bestel is, is nie aanspreeklik om uit hoofde daarvan 'n bedrag te betaal wat die som te bowe gaan wat hy werklik aan die aannemer ten tyde van die bestelling van die bevel verskuldig is en nog nie betaal het nie.

(2) Indien daar na die bestelling van bedoelde bevel 'n verdere bedrag deur die prinsipaal aan die aannemer verskuldig en betaalbaar word, is die prinsipaal daarvoor aanspreeklik om die balans, indien enige, kragtens bedoelde bevel aan die werksman verskuldig, te betaal.

Reg van aksie van werksman teen prinsipaal wat in gebreke bly om ooreenkomstig bevel te betaal.

10. Indien 'n prinsipaal aan wie 'n kennisgewing van beslaglegging en 'n bevel tot betaling kragtens hierdie Wet bestel is, in gebreke bly om ooreenkomstig die bevel te betaal, kan die werksman die bedrag van die prinsipaal by aksie in die magistraatshof van die distrik waarin die werk verrig is of waarin die prinsipaal woon of besigheid dryf, verhaal.

Samevoeging van kennisgewings, aksies, ens., deur enige aantal werksmense.

11. Enige aantal werksmense wat in diens is of was van dieselfde aannemer, kan hulle saamvoeg om aan die prinsipaal 'n kennisgewing van beslaglegging te bestel, of om 'n bevel teen die prinsipaal te verkry of om 'n bedrag by aksie kragtens hierdie Wet van die prinsipaal te verhaal, of in enige aksie teen die aannemer om loon aan hulle verskuldig, te verhaal.

Spesiale regsbevoegdheid van magistraatshof.

12. Ondanks andersluidende wetsbepalings met betrekking tot magistraatshof, het so 'n hof spesiale regsbevoegdheid om 'n bevel uit te reik, of om uitspraak te gee vir enige bedrag kragtens hierdie Wet geëis, tesame met die koste om so 'n bevel of uitspraak te verkry.

Indien aan eis voldoen is of bevel ter syde gestel is, hou beslaglegging op om van toepassing te wees.

13. Indien—

(a) aan die eis vir loon van 'n werksman teen die aannemer voldoen is; of

(b) 'n bevel kragtens hierdie Wet teen die prinsipaal uitgereik, ter syde gestel is,

hou enige beslaglegging op geld kragtens hierdie Wet, op om van toepassing te wees, dog sonder dat dit enige uitwerking het op enige betaling ingevolge die bevel te goeder trou deur die prinsipaal gedoen, voordat hy kennis ontvang het dat aan die eis voldoen is of die bevel ter syde gestel is.

Wet maak nie inbreuk op ander regs-middele of wysig nie regte tussen partye nie.

14. Die bepalinge van hierdie Wet word nie so uitgelê dat dit enige ander regsmiddel wat 'n werksman teen 'n aannemer mag besit ten opsigte van geld aan hom verskuldig, vernietig of daarop inbreuk maak nie, of, behalwe soos spesiaal in hierdie Wet bepaal, dat dit op 'n reg wat volgens 'n kontrak tussen die prinsipaal en die aannemer bestaan, inbreuk maak nie.

Bestelling van kennisgewings en bevele.

15. Enige kennisgewing of bevel wat ingevolge hierdie Wet aan 'n prinsipaal of aannemer bestel kan word, moet aan hom of sy agent persoonlik bestel word, of per aangetekende brief geadresseer en deur die pos gestuur na die jongsbekende woonplek of besigheidsplek van die prinsipaal of aannemer of sy agent, of deur bedoelde kennisgewing of bevel by sy genoemde woonplek of besigheidsplek te laat, of dit moet op sodanige

7. If within a period of two months after a workman has served a notice of attachment as aforesaid or within such further period as the magistrate may direct, such workman has not obtained such judgment as aforesaid against the contractor and served upon the principal such an order as is mentioned in section *six*, the attachment shall become void, and if the principal has, under sub-section (2) of section *four* paid into court any sum of money the same shall be paid out to him.

Attachment to become void if workman fails to serve order on principal within prescribed period.

8. (1) If separate notices of attachment have under this Act been served by different workmen upon the principal at different times, the moneys so attached shall be paid by the principal in the order in which those notices were served: Provided that all such notices as have been served within ten days after the first of such notices shall be deemed to have been served simultaneously.

Demands of workmen to be paid in the order of notice of attachment except in case of simultaneous notices.

(2) All demands made by workmen whose notices are deemed to have been served simultaneously as aforesaid shall rank equally and shall be paid in full unless the moneys attached in the hands of the principal are insufficient to meet those demands, in which event they shall abate in equal proportions.

9. (1) A principal upon whom any order has been served under this Act shall not be liable to pay thereunder an amount exceeding the sum which is actually due and owing by him to the contractor at the time of the service of the order upon him.

Principal not liable to pay more than is due from him to the contractor.

(2) If after the service of any such order any further sum becomes due and owing to the contractor by the principal, the principal shall be liable to pay the balance, if any, due to the workman under such order.

10. If a principal upon whom a notice of attachment and an order for payment have been served under this Act fails to pay in accordance with the order, the workman may recover the amount from the principal by action in the magistrate's court of the district in which the work was performed or in which the principal resides or carries on business.

Right of action by workman against principal who fails to pay in accordance with order.

11. Any number of workmen who are or have been in the employment of the same contractor may join in serving upon the principal a notice of attachment or in obtaining an order against the principal or in recovering an amount from the principal by action under this Act or in any action against the contractor for the recovery of wages due to them.

Joinder of notices, actions, etc., by any number of workmen.

12. Notwithstanding anything to the contrary contained in any law relating to magistrates' courts, any such court shall have special jurisdiction to issue an order, or to give judgment for any amount claimed under this Act, together with the costs of obtaining such order or judgment.

Special jurisdiction of magistrate's court.

13. If—

(a) a workman's claim for wages against the contractor is satisfied; or

(b) an order made against the principal under this Act is set aside,

any attachment of moneys under this Act shall cease to be operative, but without prejudice to any payment made under the order in good faith by the principal prior to his receiving notice that the demand is satisfied or the order set aside.

If demand satisfied or order set aside attachment to cease to operate.

14. Nothing in this Act contained shall be construed as destroying or affecting any other remedy which a workman may possess against a contractor in respect of money due to him or, save as expressly provided in this Act, as affecting any right subsisting under any contract between the principal and the contractor.

Act not to affect other remedies or vary rights between parties.

15. Any notice or order which in terms of this Act may be served upon a principal or contractor shall be served personally upon him or his agent or by registered letter addressed and sent through the post to the last known place of abode or place of business of the principal or contractor or his agent or by leaving the same at his said place of abode or place of business or shall

Service of notices and orders.

wyse en aan sodanige persoon bestel word as wat die regs-bevoegde magistraatshof in 'n bepaalde geval mag gelas by memorandum op die kennisgewing of bevel geëndosseer: Met dien verstande dat wanneer 'n kennisgewing of bevel per aangetekende brief bestel was, bedoelde bestelling nie geag word van krag te gewees het nie indien die persoon aan wie bedoelde brief geadresseer was, kan bewys dat hy dit nie ontvang het nie.

Werksmense in diens van 'n onderaannemer het dieselfde regte en regsmiddele teen aannemer as wat 'n werksman in diens van 'n aannemer teen prinsipaal het.

Herroeping van Wet 15 van 1914.

Kort titel.

16. (1) Wanneer iemand (hieronder 'n onderaannemer genoem) met 'n aannemer ooreengekom het om 'n deel van enige werk te verrig wat 'n aannemer met 'n prinsipaal ooreengekom het om te verrig, het elke werksman wat in diens van die onderaannemer is, in alle opsigte dieselfde regte en regsmiddele teen die aannemer as wat 'n werksman in diens van 'n aannemer kragtens hierdie Wet teen die prinsipaal het.

(2) Ten einde aan sub-artikel (1) gevolg te gee, word die bepaling van hierdie Wet gelees asof die uitdrukking „prinsipaal” vervang was deur die uitdrukking „aannemer”, en asof die uitdrukking „aannemer” vervang was deur die uitdrukking „onderaannemer”.

17. Die „Werklieden Loonsverzekering Wet, 1914”, word hierby herroep: Met dien verstande dat enige kennisgewing, verklaring, lasgewing, aksie, vonnis of bevel bestel, gemaak, ingestel, opgelê of gegee en enigiets kragtens 'n bepaling van bedoelde Wet gedoen, geag word kragtens die ooreenstemmende bepaling van hierdie Wet bestel, gemaak, ingestel, opgelê, gegee of gedoen te gewees het.

18. Hierdie Wet heet die Wet op Loonsverzekering van Werksmense, 1956.

Bylae.

VORM A.

Kennisgewing van beslaglegging.

Aan.....(naam en adres van prinsipaal). Neem kennis dat aangesien.....(naam en adres van aannemer) aan my die bedrag van £.....verskuldig is as loon verdien ten opsigte van werk te.....(sit hier aard van werk en plek waar dit verrig was uiteen) u hierby aangesê word om uit alle gelde wat deur u aan.....(naam van aannemer) verskuldig is of mag word, 'n voldoende bedrag in u besit te hou om bedoelde loon te betaal, en 'n verdere bedrag van vyf pond om onkoste, indien enige, wat wettiglik deur my verhaal kan word in verband met die verhaal van bedoelde loon, te dek.

Gedagteken die.....dag van.....19.....
(Handtekening en adres van werksman).....

Ek, die bogenoemde werksman, verklaar hierby dat die voormelde opgawe van aan my verskuldigde loon na my beste wete en oortuiging 'n ware en juiste opgawe is.

Verklaar te.....op hede die.....dag van.....19.....

Voor my.....
Vrederegter.

Let wel—Waar meer as een werksman hulle in een kennisgewing saamvoeg, kan die vorm van die kennisgewing dienoreenkomstig verander word. In daardie geval kan die bedrag van die loon aan elke werksman verskuldig teenoor sy handtekening aangetoon word, en die bedrag wat ingevoeg word om onkoste te dek moet die som van £5 ten opsigte van elke werksman of £25 altesaam nie te bowe gaan nie, na gelang watter bedrag die kleinste is.

VORM B.

Bevel aan prinsipaal vir betaling van bedrag aan werksman verskuldig.

In die magistraatshof van die distrik van.....gehou te.....in die provinsie.....Tussen.....(werksman en eiser) en.....(aannemer en verweerder).

Aan.....(naam van prinsipaal) wat woonagtig is of besigheid dryf te.....

Nademaal die bogenoemde eiser en werksman op die.....dag van.....19.....in hierdie Hof vonnis verkry het teen die bogenoemde verweerder en aannemer vir die bedrag van £.....as loon vir sekere werk te.....word u hierby, kragtens die

be served in such manner and upon such person as the magistrate's court having jurisdiction may direct in any particular case by memorandum endorsed on the notice or order: Provided that where any notice or order was served by registered letter, such service shall not be deemed to have been effective if the person to whom such letter was addressed can prove that he did not receive the same.

16. (1) Whenever a person (hereinafter called a sub-contractor) has agreed with a contractor to perform any portion of any work which a contractor has agreed with a principal to perform, every workman in the employment of the sub-contractor shall have the same rights and remedies in all respects against the contractor as a workman in the employment of a contractor has under this Act against the principal.

Workmen in employment of a sub-contractor to have same rights and remedies against contractor as workman in employment of contractor has against principal.

(2) In giving effect to sub-section (1), the provisions of this Act shall be read as if the expression "contractor" were substituted for the expression "principal" and as if the expression "sub-contractor" were substituted for the expression "contractor".

17. The Workmen's Wages Protection Act, 1914, is hereby repealed: Provided that any notice, declaration, direction, action, judgment or order served, made, instituted or given and anything done under any provision of the said Act, shall be deemed to have been served, made, instituted, given or done under the corresponding provision of this Act.

Repeal of Act 15 of 1914.

18. This Act shall be called the Workmen's Wages Protection Act, 1956. Short title.

Schedule.

FORM A.

Notice of Attachment.

To.....(name and address of principal). Take notice that in the sum of £.....(name and address of contractor) being indebted to me for wages earned in respect of work at.....(here set out nature of work and place at which the same was performed) you are hereby required to retain in your hands out of all moneys due or to become due from you to.....(name of contractor), a sum sufficient to pay the said wages and a further sum of five pounds to pay the costs, if any, legally recoverable by me in recovering the said wages.
Dated this day of 19.....
(Signature and address of workman)

I, the abovenamed workman, do hereby declare that the aforesaid statement of wages due to me is according to the best of my knowledge and belief a true and correct statement.

Declared at this day of 19.....

Before me Justice of the Peace.

Note.—Where more than one workman joins in one notice the form of notice may be altered accordingly. In that event the amount of wages due to each workman may be shown opposite to his signature and the amount to be inserted to cover costs must not exceed £5 in respect of each workman or £25 in all, whichever amount is the less.

FORM B.

Order upon Principal for payment of Amount Due to Workman.

In the Magistrate's Court of the district of.....held at in the Province of..... Between..... (workman and plaintiff) and (contractor and defendant).

To.....(name of principal) residing or carrying on business at.....

The abovenamed plaintiff and workman having on the day of 19..... obtained judgment in this Court against the abovementioned defendant and contractor for the sum of £..... for wages upon certain work at..... you are hereby ordered

Wet op Loonsversekering van Werksmense, 1956, gelas om na verloop van sewe dae van die datum van bestelling van hierdie bevel aan u, maar nie eerder nie, die voormelde bedrag tesame met 'n verdere bedrag van £..... vir getakseerde koste aan die eiser te betaal uit gelde nou deur u aan die verweerder verskuldig of wat van tyd tot tyd verskuldig mag word ten opsigte van daardie werk.

Gedagteken die dag van 19.....

.....
Klerk van die hof.

VORM C.

Kwitansie wat deur werksman gegee moet word by betaling van sy eis.

Ek erken hierby dat die bedrag van £..... aan my verskuldig deur.....(naam van aannemer) tesame met 'n bedrag van £..... vir getakseerde koste, waarvoor ek vonnis in die magistraats-hof te.....op die.....dag van.....19..... verkry het, ten volle deur.....(naam van prinsipaal) betaal is.

Gedagteken die dag van 19.....

.....
Werksman.

Plek
vir
seël

under the Workmen's Wages Protection Act, 1956, to pay to the plaintiff at the expiry of seven days from the date of the service of this order on you, but not earlier, the aforesaid amount, together with a further sum of £..... for taxed costs, out of any moneys now due or from time to time becoming due from you to the defendant in respect of that work.

Dated this.....day of.....19.....

.....
Clerk of the Court.

FORM C.

Receipt to be given by Workman on Payment of his Claim.

I hereby acknowledge that the sum of £..... due to me by.....
.....(name of contractor) together with a sum of £.....
for taxed costs, for which I obtained judgment in the magistrate's court
at..... on the.....day of.....
19..... has been fully paid by.....(name of principal).

Dated this.....day of.....19.....

.....
Workman.

Place
for
stamp

No. 42, 1956.]

WET**Tot wysiging van Wet No. 11 van 1896 van Natal en die Naturelle-administrasie Wet, 1927.***(Engelse teks deur die Goewerneur-generaal geteken.)
(Goedgekeur op 29 Mei 1956.)***DIT WORD BEPAAL** deur Haar Majesteit die Koningin, die Senaat en die Volksraad van die Unie van Suid-Afrika, soos volg:—

Wysiging van artikel 4 van Wet 11 van 1896 (Natal), soos deur artikel 1 van Wet 9 van 1897 (Natal) vervang.

Vervanging van artikel 1 van Wet 38 van 1927, soos deur artikel 2 van Wet 9 van 1929 gewysig.

Wysiging van artikel 5 van Wet 38 van 1927, soos deur artikel 20 van Wet 54 van 1952 vervang.

Wysiging van artikel 35 van Wet 38 van 1927, soos gewysig deur artikel 9 van Wet 9 van 1929, artikel 3 van Wet 9 van 1939, artikel 10 van Wet 21 van 1943 en artikel 17 van Wet 67 van 1952.

Kort titel.

1. Artikel vier van Wet No. 11 van 1896 van Natal word hiermee gewysig deur die woorde „Twenty Pounds Sterling” deur die woorde „two hundred pounds” te vervang.**2. Artikel een** van die Naturelle-administrasie Wet, 1927, word hiermee deur die volgende artikel vervang:**1.** Die Goewerneur-generaal is die Opperhoof van alle Naturelle in die Unie en het ten opsigte van alle Naturelle in enige deel van die Unie al die regte, immunitete, bevoegdhede en gesag wat ten opsigte van Naturelle in die Provinsie Natal by hom berus of van tyd tot tyd mag berus.”**3. Artikel vyf** van die Naturelle-administrasie Wet, 1927, word hiermee gewysig—

- (a) deur in paragraaf (b) van sub-artikel (1) na die woorde „dienstig ag” die woorde „sonder voorafgaande kennisgewing aan ’n betrokke persoon” in te voeg en deur in daardie paragraaf die woorde „nie uitgereik word nie, of indien dit uitgereik is,” te skrap;
- (b) deur die volgende sub-artikels na sub-artikel (1) in te voeg:

„(1)*bis*. Wanneer ’n bevel kragtens paragraaf (b) van sub-artikel (1) ten opsigte van ’n naturel uitgereik, nie geredelik onder sy aandag gebring kan word nie, is dit voldoende om ’n afskrif van die bevel by ’n inwoner van sy woonplek te laat of om ’n afskrif daarvan op ’n in die oog lopende plek aan sy jongsbekende woonplek te heg, en daarna word dit geag, tensy die teendeel bewys word, dat die bevel onder sy aandag gebring is.

(1)*ter*. Indien ’n naturel, ten opsigte van wie ’n bevel kragtens paragraaf (b) van sub-artikel (1) uitgereik is, die Minister deur ’n naturelle-kommissaris versoek om aan hom die redes vir die bevel en ’n uiteensetting van die gegewens wat die Goewerneur-generaal beweeg het om die bevel uit te reik, te verstrek, dan moet die Minister aan die naturel ’n skriftelike uiteensetting verstrek wat aantoon die redes van die Goewerneur-generaal vir die bevel en soveel van die gegewens wat die Goewerneur-generaal beweeg het om die kennisgewing uit te reik as wat, volgens die Minister se oordeel, sonder benadeling van die openbare belang openbaar gemaak kan word.”

4. Artikel vyf-en-dertig van die Naturelle-administrasie Wet, 1927, word hiermee gewysig deur voor die woordbepaling van „hoofnaturellekommissaris” die volgende woordbepaling in te voeg:

„beteken „kaptein” met betrekking tot ’n naturellestam, ook ’n hoofkaptein en ’n onderkaptein;”

5. Hierdie Wet heet die Wysigingswet op Naturelle-administrasie, 1956.

No. 42, 1956.]

ACT

To amend Act No. 11 of 1896 of Natal and the Native Administration Act, 1927.

(English text signed by the Governor-General.)
(Assented to 29th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

1. Section *four* of Act No. 11 of 1896 of Natal, is hereby amended by the substitution for the words "Twenty Pounds Sterling" of the words "two hundred pounds".

Amendment of section 4 of Act 11 of 1896 (Natal), as substituted by section 1 of Act 9 of 1897 (Natal).

2. The following section is hereby substituted for section *one* of the Native Administration Act, 1927:

"Powers of Governor-General as Supreme Chief.

1. The Governor-General shall be Supreme Chief of all Natives in the Union and shall in respect of all Natives in any part of the Union be vested with all such rights, immunities, powers and authorities as are or may be from time to time vested in him in respect of Natives in the Province of Natal."

Substitution of section 1 of Act 38 of 1927, as amended by section 2 of Act 9 of 1929.

3. Section *five* of the Native Administration Act, 1927, is hereby amended—

- (a) by the insertion in paragraph (b) of sub-section (1) after the words "public interest" of the words "without prior notice to any person concerned" and by the deletion in that paragraph of the words "shall be given, or having been given,";
- (b) by the insertion after sub-section (1) of the following sub-sections:

Amendment of section 5 of Act 38 of 1927, as substituted by section 20 of Act 54 of 1952.

"(1)*bis*. Whenever any order issued under paragraph (b) of sub-section (1) in respect of any native, cannot conveniently be brought to his notice, it shall be sufficient to leave a copy of the order with some inmate of his place of residence or to affix a copy thereof in a conspicuous place to his last known place of residence, and thereupon it shall, unless the contrary is proved, be deemed that the order has been brought to his notice.

(1)*ter*. If a native in respect of whom an order has been issued under paragraph (b) of sub-section (1) requests the Minister through a native commissioner to furnish him with the reasons for such order and with a statement of the information which induced the Governor-General to issue such order, the Minister shall furnish such native with a statement in writing setting forth the Governor-General's reasons for such order and so much of the information which induced the Governor-General to issue the order as can, in the Minister's opinion, be disclosed without detriment to the public interest."

4. Section *thirty-five* of the Native Administration Act, 1927, is hereby amended by the insertion before the definition of "chief native commissioner" of the following definition:

"'chief' in relation to a native tribe, includes a paramount chief and a sub-chief;"

Amendment of section 35 of Act 38 of 1927, as amended by section 9 of Act 9 of 1929, section 3 of Act 9 of 1939, section 10 of Act 21 of 1943 and section 17 of Act 67 of 1952.

5. This Act shall be called the Native Administration Amendment Act, 1956.

Short title.

No. 43, 1956.]

WET

Om voorsiening te maak vir die aanleg en toerusting van sekere spoorlyne en vir aangeleenthede wat daarmee in verband staan.

*(Afrikaanse teks deur die Goewerneur-generaal geteken.)
(Goedgekeur op 29 Mei 1956.)*

DIT WORD BEPAAL deur Haar Majesteit die Koningin, die Senaat en die Volksraad van die Unie van Suid-Afrika, soos volg:—

Aanleg en
toerusting.

1. (1) Die Goewerneur-generaal kan, so spoedig na die inwerkingtreding van hierdie Wet as wat hy doenlik ag, die in kolom I van die Bylae by hierdie Wet vermelde spoorlyne, van 'n spoorwydte van drie voet ses duim, en van die benaderde lengte wat ten opsigte van elke lyn in kolom 2 van daardie Bylae teenoor die beskrywing van die betrokke lyn vermeld word, en teen 'n bruto koste, in die geval van elke lyn, van hoogstens die bedrag wat in kolom 3 van daardie Bylae teenoor die beskrywing van die betrokke lyn vermeld word, laat aanlê en toerus.

(2) Die bevoegdhede by hierdie artikel verleen, sluit in bevoegdhede om alle sylyne, stasies, geboue en ander toebehore wat vir die behoorlike eksploitasie van elke sodanige spoorlyn nodig is of daarmee in verband staan, aan te lê en toe te rus.

(3) Die uitdrukking „aanlê en toerus”, met betrekking tot 'n spoorlyn, omvat „in stand hou” onderwyl die lyn aangelê en toegerus word.

Koste van
aanleg en
toerusting.

2. Die by artikel een gemagtigde koste van die aanleg en toerusting word bestry uit 'n lening deur die Goewerneur-generaal kragtens wetlike magtiging aangegaan en vir daardie doel deur die Parlement bewillig, of uit ander aldus bewilligde gelde.

Bevoegdhede
in verband
met aanleg
en toerusting.

3. Ten opsigte van die aanleg en toerusting van die spoorlyne wat by artikel een gemagtig word, het die Goewerneur-generaal die bevoegdhede verleen by die Spoorwegonteieningswet, 1955 (Wet No. 37 van 1955), maar onderhewig aan die verpligtings deur bedoelde Wet opgelê: Met dien verstande dat die breedte van die grond wat geneem word, nie meer mag wees nie as honderd Kaapse voet vir die aanbou van elke lyn, met soveel bykomende grond as wat nodig mag wees vir die hellings, deurgrawings, dreinerings, stasies, toegangspaaie en ander werke en aangeleenthede wat vir die doeleindes van die lyn nodig mag wees.

Spoorweg- en
Hawefonds
word vir
verliese
vergoed.

4. (1) Onderworpe aan die bedinge en voorwaardes waaroor tussen die Spoorwegadministrasie en die Minister van Finansies ooreengekom word, word die Spoorweg- en Hawefonds uit die Gekonsolideerde Inkomstefonds vergoed, uit geld deur die Parlement vir die doel bewillig, vir alle verliese (berekende op 'n wyse waaroor insgelyks aldus ooreengekom moet word) wat met die eksploitasie van die spoorlyne in die Bylae by hierdie Wet vermeld, gely mag word.

(2) 'n Ooreenkoms wat ingevolge sub-artikel (1) aangegaan word, moet onder meer bepaal dat—

(a) die finansiële resultate van die eksploitasie van bedoelde spoorlyne bereken moet word ten opsigte van elke boekjaar met ingang van die datum waarop die eerste van bedoelde spoorlyne vir openbare verkeer oopgestel word; en

(b) afrekening tussen die partye moet geskied na die verstryking van elke agtereenvolgende tydperk van vyf boekjare, op grondslag van bedoelde bedryfsresultate oor elke sodanige tydperk in sy geheel; en

(c) 'n wins wat afgewerp word in die eksploitasie van bedoelde lyne gedurende enige boekjaar wat binne so 'n tydperk van vyf jaar val, in rekening gebring moet word teen 'n verlies wat gedurende enige ander boekjaar wat binne dieselfde tydperk val, gely mag word.

Kort titel.

5. Hierdie Wet heet die Spoorwegaanlegwet, 1956.

No. 43, 1956.]

ACT

To provide for the construction and equipment of certain lines of railway and for matters incidental thereto.

(Afrikaans text signed by the Governor-General.)
(Assented to 29th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

1. (1) The Governor-General may, as soon after the commencement of this Act as to him may seem expedient, cause to be constructed and equipped, upon a gauge of three feet six inches, the lines of railway mentioned in Column 1 of the Schedule to this Act, of the approximate length set out, as to each line, in Column 2 of that Schedule opposite the description of the line in question, and at a gross cost not exceeding, in the case of each line, the amount set out in Column 3 of that Schedule opposite the description of the line in question.

Construction and equipment.

(2) The powers by this section conferred shall include powers to construct and equip all sidings, stations, buildings and other appurtenances necessary for or incidental to the proper working of every such line of railway.

(3) The expression "construct and equip", in relation to a line of railway, shall include "maintain" while the line is in course of construction and equipment.

2. The cost of the construction and equipment authorised by section one shall be defrayed out of any loan raised by the Governor-General under the authority of law and appropriated for that purpose by Parliament, or out of any other moneys so appropriated.

Cost of construction and equipment.

3. In respect of the construction and equipment of the lines of railway authorised by section one, the Governor-General shall have the powers conferred by the Railway Expropriation Act, 1955 (Act No. 37 of 1955), but subject to the obligations imposed by that Act: Provided that the width of the land taken shall not exceed one hundred Cape feet for the construction of each line, together with such additional land as may be required for the slopes, cuttings, drainage, stations, approach roads and other works and matters which may be necessary for the purposes of the line.

Powers incidental to construction and equipment.

4. (1) The Railway and Harbour Fund shall, subject to such terms and conditions as may be agreed upon between the Railway Administration and the Minister of Finance, be compensated from the Consolidated Revenue Fund, out of moneys appropriated by Parliament for the purpose, for all losses (as determined in a manner to be likewise so agreed upon) that may be sustained in the working of the lines of railway mentioned in the Schedule to this Act.

Railway and Harbour Fund to be compensated for losses.

(2) Any agreement entered into pursuant to sub-section (1) shall provide *inter alia* that—

- (a) the financial results of the working of the said lines of railway shall be calculated in respect of each financial year as from the date when the first of the said lines of railway is opened for public traffic; and
- (b) settlement of accounts between the parties shall be effected at the expiration of each consecutive period of five financial years, on the basis of the said working results over the whole of each such period; and
- (c) any profit earned in the working of the said lines during any financial year included in any such period of five years shall be set off against any loss sustained during any other financial year included in the same period.

5. This Act shall be called the Railway Construction Act, Short title. 1956.

Bylae.

SPOORLYNE GEMAGTIG BY ARTIKEL Een.

Kolom 1.	Kolom 2.	Kolom 3.
Beskrywing van lyn.	Benaderde lengte.	Geraamde koste.
	Myl.	£
1. Van Vermyspooraansluiting (Kaapstad) na Nyanga, met inbegrip van 'n verbindingslyn nagenoeg 20 ketting lank by Woltemade, om 'n aansluiting met die bestaande lyn van Maitland daar te stel. (Provinsie Kaap die Goeie Hoop)	11·75	2,718,212
2. Van 'n punt op die bestaande lyn tussen Bellville en Kuilsrivier by 13 myl 65 ketting, tot by 'n aansluiting met die nuwe lyn van Kaapstad na Nyanga (in item 1 van hierdie kolom bedoel) by 7 myl 38 ketting, met inbegrip van 'n verbindingslyn nagenoeg 28 ketting lank, om 'n addisionele aansluiting met daardie lyn daar te stel. (Provinsie Kaap die Goeie Hoop)	7·85	1,442,738
3. Van 'n aansluiting by Athlone met die spoorlyn tussen Maitland en Dieprivieraansluiting na die nuwe stasie by Langa op die lyn in item 1 van hierdie kolom bedoel. (Provinsie Kaap die Goeie Hoop)	2·75	422,905
4. Van 'n aansluiting by Alliance met die spoorlyn tussen Dunswart en Welgedag na Daveyton. (Provinsie Transvaal) ..	1·72	292,048

Schedule.

LINES OF RAILWAY AUTHORISED BY SECTION One.

Column 1.	Column 2.	Column 3.
Description of Line.	Approximate Length.	Estimated Cost.
	Miles.	£
1. From Avoiding Line Junction (Cape Town) to Nyanga, including a connection approximately 20 chains in length at Woltemade, to afford a link with the existing line from Maitland. (Province of the Cape of Good Hope)	11.75	2,718,212
2. From a point on the existing line between Bellville and Kuils River at 13 miles 65 chains, to a junction with the new line from Cape Town to Nyanga (referred to in item 1 of this Column) at 7 miles 38 chains, including a connection approximately 28 chains in length, to afford an additional link with that line. (Province of the Cape of Good Hope)	7.85	1,442,738
3. From a junction at Athlone on the line between Maitland and Diep River Junction to the new station at Langa on the line referred to in item 1 of this Column. (Province of the Cape of Good Hope)	2.75	422,905
4. From a junction at Alliance on the line between Dunswart and Welgedag to Daveyton. (Province of the Transvaal)	1.72	292,048

No. 44, 1956.]

WET

Om voorsiening te maak vir die betaling van pensioene aan die weduwees van regters van die Hooggeregshof van Suid-Afrika en vir daarmee in verband staande aangeleenthede.

(Engelse teks deur die Goewerneur-generaal geteken.)
(Goedgekeur op 29 Mei 1956.)

DIT WORD BEPAAL deur Haar Majesteit die Koningin, die Senaat en die Volksraad van die Unie van Suid-Afrika, soos volg:—

Woordbepaling.

1. In hierdie Wet, tensy uit die samehang anders blyk, beteken—

- (i) „diens” diens as ’n regter en, by die toepassing van artikel vier, ook—
 - (a) enige diens as ’n regter van die Natalse Naturelle-hoëhof wat kragtens artikel sewe van die „Courts Act, 1898” (Wet No. 49 van 1898 (Natal)), ingestel was; en
 - (b) enige ononderbroke tydperk van diens hetsy as ’n waarnemende regter of as ’n regter of waarnemende regter van die Hoëhof van Suidwes-Afrika,
- wat aaneenlopend is met enige diens as ’n regter; (vi)
- (ii) „inkomste” die Gekonsolideerde Inkomstefonds; (iv)
- (iii) „pensioengewende diens” enige tydperk ten opsigte waarvan bydraes kragtens artikel twee of drie betaal is, of enige tydperk wat ingevolge ’n keuse kragtens artikel vier of vyf uitgeoefen pensioengewende diens geword het; (iii)
- (iv) „regter” enige persoon wat die amp beklee van—
 - (a) Hoofregter van Suid-Afrika; of
 - (b) appèlregter van die appèlafdeling van die Hooggeregshof van Suid-Afrika; of
 - (c) regter-president van enige provinsiale of plaaslike afdeling van daardie Hooggeregshof; of
 - (d) onderregter van ’n provinsiale of plaaslike afdeling; (ii)
- (v) „salaris” die salaris wat kragtens sub-artikel (1) van artikel een van die „Rechters’ Salarissen en Pensioen Wet, 1912” (Wet No. 16 van 1912), aan ’n regter betaalbaar is; (v)
- (vi) „vasgestelde datum” die eerste dag van Junie 1956. (i)

Bydraes deur persone wat op of na die vasgestelde datum regters word.

2. Iemand wat op of na die vasgestelde datum ’n regter word, moet, behoudens die bepalinge van artikel agt, bydraes teen die skaal van vier pond per maand aan inkomste betaal solank hy ’n regter bly.

Regter wat onmiddellik voor die vasgestelde datum die amp van regter beklee het, kan kies om vanaf die vasgestelde datum by te dra.

3. (1) ’n Regter wat onmiddellik voor die vasgestelde datum die amp van regter beklee het, kan op of voor die een-en-dertigste dag van Desember 1956, skriftelik kies om by te dra, en, indien hy aldus kies, moet hy, behoudens die bepalinge van artikel agt, bydraes teen die skaal van vier pond per maand met ingang van die vasgestelde datum en solank hy ’n regter bly aan inkomste betaal.

(2) ’n In sub-artikel (1) bedoelde regter wat nie ’n keuse ooreenkomstig daardie sub-artikel doen nie, word nie te eniger tyd na die een-en-dertigste dag van Desember 1956, toegelaat om by te dra nie.

Keuse om by te dra ten opsigte van vorige diens.

4. (1) ’n In artikel twee bedoelde regter wat diens gehad het onmiddellik voor die datum waarop hy ’n regter geword het, kan binne sestig dae na sodanige datum skriftelik kies om enige tydperk van sodanige diens as pensioengewende diens te tel.

(2) ’n Regter wat ingevolge sub-artikel (1) van artikel drie gekies het om by te dra, kan binne sestig dae na die datum waarop sy keuse ingevolge bedoelde sub-artikel gedoen was, skriftelik kies om enige tydperk van diens onmiddellik voor die vasgestelde datum as pensioengewende diens te tel.

Keuse om by te dra ten opsigte van sekere tydperke na aftreding.

5. ’n Regter wat pensioengewende diens gehad het en wat aangestel word om as ’n regter of as ’n regter van die Hoëhof van Suidwes-Afrika waar te neem onmiddellik na sy aftreding ingevolge sub-artikel (1) van artikel vier of artikel ses van die

No. 44, 1956.]

ACT

To provide for the payment of pensions to the widows of judges of the Supreme Court of South Africa and for matters incidental thereto.

(English text signed by the Governor-General.)
(Assented to 29th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

1. In this Act, unless the context otherwise indicates— Definitions.

- (i) "fixed date" means the first day of June, 1956; (vi)
- (ii) "judge" means any person holding the office of—
 - (a) Chief Justice of South Africa; or
 - (b) judge of appeal of the appellate division of the Supreme Court of South Africa; or
 - (c) judge president of any provincial or local division of such Supreme Court; or
 - (d) puisne judge of any provincial or local division; (iv)
- (iii) "pensionable service" means any period in respect of which contributions have been paid in terms of section *two* or *three* or any period which has become pensionable service by virtue of an election made in terms of section *four* or *five*; (iii)
- (iv) "revenue" means the Consolidated Revenue Fund; (ii)
- (v) "salary" means the salary payable to a judge in terms of sub-section (1) of section *one* of the Judges' Salaries and Pensions Act, 1912 (Act No. 16 of 1912); (v)
- (vi) "service" means service as a judge and for the purposes of section *four*, includes—
 - (a) any service as a judge of the Natal Native High Court which was constituted under section *seven* of the Courts Act, 1898 (Act No. 49 of 1898 (Natal)); and
 - (b) any continuous period of service whether as an acting judge or as a judge or an acting judge of the High Court of South-West Africa,
 which is continuous with any service as a judge. (i)

2. Any person who becomes a judge on or after the fixed date shall, subject to the provisions of section *eight*, pay contributions to revenue at the rate of four pounds per month as long as he remains a judge. Contributions by persons who become judges after the fixed date.

3. (1) Any judge who held the office of judge immediately prior to the fixed date may elect in writing on or before the thirty-first day of December, 1956, to contribute and, if he so elects, he shall, subject to the provisions of section *eight*, pay contributions to revenue at the rate of four pounds per month with effect from the fixed date and as long as he remains a judge. Judge who held the office of judge immediately prior to the fixed date may elect to contribute as from the fixed date.

(2) Any judge referred to in sub-section (1) who does not make an election in terms of that sub-section shall not at any time after the thirty-first day of December, 1956, be permitted to contribute.

4. (1) Any judge referred to in section *two* who has had service immediately prior to the date on which he became a judge may elect in writing within sixty days after such date to count any period of such service as pensionable service. Option to contribute in respect of previous service.

(2) Any judge who has in terms of sub-section (1) of section *three* elected to contribute, may elect in writing within sixty days after the date on which his election was made in terms of the said sub-section to count any period of service immediately prior to the fixed date as pensionable service.

5. Any judge who has had pensionable service and who is appointed to act as a judge or as a judge of the High Court of South-West Africa immediately after his retirement in terms of sub-section (1) of section *four* or section *six* of the Judges' Option to contribute in respect of certain periods after retirement.

„Rechters' Salarissen en Pensioen Wet, 1912", kan binne een maand nadat hy opgehou het om aldus waar te neem skriftelik kies om enige tydperk gedurende welke hy aldus waargeneem het as pensioengewende diens te tel.

Bydraes ten opsigte van tydperke met betrekking waartoe 'n keuse gedoen is.

6. Iemand wat ingevolge artikel *vier* of *vyf* 'n keuse doen, moet 'n bedrag, bereken teen vier pond vir elke maand van die tydperk ten opsigte waarvan hy aldus gekies het, aan inkomste bydra, en indien hy dit verkies kan hy die bedrag in paaieimente van minstens twee pond per maand betaal.

Vordering van bydraes of paaieimente.

7. Bydraes ingevolge artikel *twee* of sub-artikel (1) van artikel *drie* betaalbaar en paaieimente ingevolge artikel *ses* betaalbaar, word deur die verantwoordelike rekenpligtige amptenaar in maandelikse paaieimente afgetrek van—

(a) die salaris van die betrokke persoon, indien hy 'n regter is; of

(b) die pensioen van die betrokke persoon, indien hy 'n afgetrede regter is,

en word aan inkomste betaal: Met dien verstande dat wanneer 'n regter met verlof sonder betaling afwesig is enige bydraes of paaieimente wat deur hom betaalbaar is, deur hom aan bedoelde rekenpligtige amptenaar betaal moet word.

Maksimum bydraes betaalbaar.

8. Sodra bydraes van altesaam negehonderd-en-sestig pond ingevolge hierdie Wet ten opsigte van enige persoon verkry is, is sodanige persoon nie verplig en word sodanige persoon nie toegelaat om enige verdere bydraes te maak nie.

Pensioen betaalbaar aan weduwee van persoon wat pensioengewende diens gehad het.

9. (1) By die dood van enige persoon wat bygedra het, word daar aan sy weduwee 'n pensioen van driehonderd pond per jaar, tesame met dertig pond per jaar ten opsigte van elke voltooide jaar van die pensioengewende diens van sodanige persoon, betaal: Met dien verstande dat die maksimum pensioen waarop sodanige weduwee kragtens hierdie artikel geregtig is nie seshonderd pond per jaar te bowe gaan nie.

(2) Bedoelde pensioen is met ingang van die dag na die dag van die dood van die betrokke persoon betaalbaar en word uit inkomste betaal.

(3) 'n Pensioen wat kragtens hierdie artikel aan 'n weduwee betaalbaar is, hou op om betaalbaar te wees wanneer sy hertrou.

(4) By die toepassing van hierdie artikel beteken „weduwee" nie ook die weduwee van 'n persoon wat bygedra het wie se huwelik met sodanige persoon plaasgevind het nadat hy ingevolge sub-artikel (1) van artikel *vier* of artikel *ses* van die „Rechters' Salarissen en Pensioen Wet, 1912" afgetree het of ingevolge sub-artikel (2) van artikel *vier* van daardie Wet toegelaat was om af te tree of uit diens ontslaan was.

Onbetaalde bydraes word eers van pensioen afgetrek.

10. Wanneer die weduwee van 'n persoon wat bygedra het op 'n pensioen geregtig word kragtens artikel *nege* voordat die volle bedrag wat ingevolge hierdie Wet deur sodanige persoon betaalbaar is, deur hom betaal is, word die bedrag wat nog onbetaald is teen die pensioen wat aan haar betaalbaar is, verreken.

Bydraes terugbetaal te word onder sekere omstandighede.

11. (1) Indien—

(a) 'n regter wat bygedra het ongetroud is wanneer hy ingevolge die „Rechters' Salarissen en Pensioen Wet, 1912" met pensioen aftree; of

(b) iemand wat bygedra het 'n wewenaar word nadat hy ingevolge genoemde Wet met pensioen afgetree het; of

(c) iemand ophou om 'n regter te wees onder omstandighede waaronder geen pensioen ingevolge genoemde Wet aan hom betaalbaar word nie,

word 'n bedrag gelyk aan die totaal van die bedrae wat ingevolge hierdie Wet deur hom bygedra is aan hom uit inkomste betaal en die bepalings van hierdie Wet is daarna nie meer ten opsigte van hom van toepassing nie.

(2) Indien 'n regter wat bygedra het te sterwe kom sonder dat hy 'n weduwee nalaat, word 'n bedrag gelyk aan die totaal van die bedrae wat ingevolge hierdie Wet deur hom bygedra is uit inkomste aan sy boedel betaal.

Regte ten opsigte van pensioene nie sedeerbaar of aan eksekusie onderhewig nie.

12. (1) Geen reg ten opsigte van 'n pensioen kragtens hierdie Wet betaalbaar, kan gesedeer of verhipotekeer word nie, en so 'n reg is nie vatbaar vir beslaglegging of onderhewig aan enige vorm van eksekusie ingevolge 'n uitspraak of order van 'n hof nie.

Salaries and Pensions Act, 1912, may elect in writing within one month after he has ceased so to act to count any period during which he so acted as pensionable service.

6. Any person who makes an election in terms of section *four* or *five* shall contribute to revenue an amount calculated at the rate of four pounds for every month of the period in respect of which he has so elected and if he so desires he may pay such amount in instalments at a rate of not less than two pounds per month.

Contributions in respect of periods in regard to which an election has been made.

7. Contributions payable in terms of section *two* or sub-section (1) of section *three* and instalments payable in terms of section *six* shall be deducted by the responsible accounting officer in monthly instalments from—

Collection of contributions or instalments.

- (a) the salary of the person concerned, if he is a judge; or
- (b) the pension of the person concerned, if he is a retired judge,

and shall be paid to revenue: Provided that when any judge is on leave without pay any contributions or instalments payable by him shall be paid by him to the said accounting officer.

8. As soon as contributions amounting in the aggregate to nine hundred and sixty pounds have, in terms of this Act, been obtained in respect of any person, such person shall not be required or permitted to make any further contributions.

Maximum contributions payable.

9. (1) On the death of any person who has contributed there shall be paid to his widow a pension of three hundred pounds per annum together with thirty pounds per annum in respect of each completed year of the pensionable service of such person: Provided that the maximum pension to which such widow shall be entitled under this section shall not exceed six hundred pounds per annum.

Pension payable to widow of person who has had pensionable service.

(2) Such pension shall be payable with effect from the day following the day of the death of the person concerned and shall be paid from revenue.

(3) Any pension due to a widow under this section shall cease to be payable when she remarries.

(4) For the purposes of this section "widow" shall not include the widow of a person who contributed whose marriage to such person took place after he retired in terms of sub-section (1) of section *four* or section *six* of the Judges' Salaries and Pensions Act, 1912, or was allowed to retire or was removed from office in terms of sub-section (2) of section *four* of that Act.

10. Whenever the widow of a person who has contributed becomes entitled to a pension under section *nine* before the total amount payable by such person in terms of this Act has been paid by him, the amount, which remains unpaid, shall be set off against the pension payable to her.

Unpaid contributions to form first charge on pension.

11. (1) If—

- (a) any judge who has contributed is unmarried when he retires from office on pension in terms of the Judges' Salaries and Pensions Act, 1912; or
- (b) any person who has contributed becomes a widower after he has retired from office on pension in terms of the said Act; or
- (c) any person ceases to be a judge under circumstances in which no pension becomes payable to him in terms of the said Act,

Contributions to be refunded in certain circumstances.

an amount equal to the aggregate of the amounts contributed by him in terms of this Act shall be paid to him from revenue and the provisions of this Act shall thereafter cease to apply in respect of him.

(2) If any judge who has contributed dies without leaving a widow an amount equal to the aggregate of the amounts contributed by him in terms of this Act shall be paid to his estate from revenue.

12. (1) No right in respect of a pension payable under this Act shall be capable of being ceded or of being hypothecated, and any such right shall not be liable to be attached or be subject to any form of execution under a judgment or order of court.

Rights in respect of pension not cedable or subject to execution.

(2) Indien iemand 'n poging aanwend om enige reg ten opsigte van so 'n pensioen waarop sy kragtens hierdie Wet geregtig is, te sedgeer of te verhipotekeer, kan uitbetaling van so 'n pensioen, indien die Minister van Finansies dit gelas, teruggehou, opgeskort of gestaak word: Met dien verstande dat die Minister van Finansies kan gelas dat so 'n pensioen of 'n gedeelte daarvan aan een of meer van die afhanklikes van so iemand of aan 'n kurator ten behoeve van so iemand of haar afhanklikes betaal word gedurende so 'n tydperk as wat hy mag vasstel.

Gevolge van insolvensie.

13. Indien die boedel van iemand wat ingevolge hierdie Wet 'n pensioen ontvang, gesekwestreer of oorgegee word, word geag dat die pensioen van daardie persoon nie deel uitmaak van die bates in haar insolvente boedel nie.

Wyse waarop keuse gedoen word.

14. Iemand wat kragtens hierdie Wet geregtig is om 'n keuse te doen, moet dit doen deur skriftelike kennisgewing aan die Sekretaris van Justisie.

Uitvoering van die Wet.

15. Die Kommissaris van Pensioene word, onderhewig aan die beheer van die Minister van Finansies, met die algemene uitvoering van hierdie Wet belas.

Betaal-metode.

16. Pensioene ingevolge hierdie Wet betaalbaar, word betaal in sodanige paaielemente en op sodanige datums en wyse as wat die Minister van Finansies bepaal.

Bydraes word by die toepassing van die Inkomste-belastingwet, 1941, geag bydraes tot 'n pensioenfonds te wees.

17. Enige bedrag ingevolge artikel twee of sub-artikel (1) van artikel drie bygedra, word by die toepassing van paragraaf (i) van sub-artikel (2) van artikel elf van die Inkomste-belastingwet, 1941 (Wet No. 31 van 1941), geag 'n bedrag te wees wat tot 'n pensioenfonds bygedra is.

Kort titel.

18. Hierdie Wet heet die Wet op Pensioene vir Weduwees van Regters, 1956.

(2) If any person attempts to cede or hypothecate any right in respect of any such pension to which she is entitled under this Act, payment of such pension may, if the Minister of Finance so directs, be withheld, suspended or discontinued: Provided that the Minister of Finance may direct that such pension or part thereof be paid to one or more of the dependants of such person or to a trustee for such person or her dependants during such period as he may determine.

13. If the estate of any person who is in receipt of a pension under this Act is sequestrated or surrendered, such person's pension shall be deemed not to form part of the assets in her insolvent estate. Effect of insolvency.

14. Any person who is entitled to make any election under this Act shall do so by notice in writing to the Secretary for Justice. Method of making election.

15. The Commissioner of Pensions shall, subject to the control of the Minister of Finance, be charged with the general administration of this Act. Administration of Act.

16. Pensions payable under this Act shall be paid in such instalments and on such dates and in such manner as the Minister of Finance may determine. Method of payment of pension.

17. Any sum contributed in terms of section *two* or sub-section (1) of section *three* shall for the purposes of paragraph (i) of sub-section (2) of section *eleven* of the Income Tax Act, 1941 (Act No. 31 of 1941), be deemed to be a sum contributed to a pension fund. Contributions deemed for the purposes of the Income Tax Act, 1941, to be contributions to a pension fund.

18. This Act shall be called the Judges' Widows Pensions Act, 1956. Short title.

No. 45, 1956.]

WET**Tot wysiging van die Wet op die Suid-Afrikaanse Reserwebank, 1944.***(Afrikaanse teks deur die Goewerneur-generaal geteken.)
(Goedgekeur op 29 Mei 1956.)***DIT WORD BEPAAL** deur Haar Majesteit die Koningin, die Senaat en die Volksraad van die Unie van Suid-Afrika, soos volg:—Wysiging van
artikel 4 van Wet
29 van 1944.**1.** (1) Artikel vier van die Wet op die Suid-Afrikaanse Reserwebank, 1944 (hieronder die Hoofwet genoem) word hiermee gewysig deur die volgende voorbehoudsbepaling by sub-artikel (5) te voeg:

„Met dien verstande dat niks in hierdie sub-artikel vervat, uitgelê word as sou dit die President of die Vise-president belet om enige amp waarin hy deur of met die goedkeuring van die Goewerneur-generaal of die Minister aangestel mag word, te aanvaar of te beklee nie.”

(2) Sub-artikel (1) word geag op die eerste dag van Julie 1944 in werking te getree het.

Invoeging van
artikel 6 bis
in Wet 29 van
1944.**2.** Die volgende artikel word hiermee na artikel ses in die Hoofwet ingevoeg:

„Delegasie 6bis. Die raad kan van tyd tot tyd enige van sy bevoegdhede kragtens hierdie Wet aan die President of die Vise-president deleger en kan sodanige bevoegdhede vir so 'n tydperk en vir sulke doeleindes en op sulke bedinge en voorwaardes en onderworpe aan sulke beperkings as wat hy dienstig ag, deleger.”

Invoeging van
artikel 8 bis in
Wet 29 van 1944.**3.** Die volgende artikel word hiermee na artikel agt in die Hoofwet ingevoeg:

„Bank kan 8bis. (1) Wanneer die bank dit in die nasionale eis dat ekonomiese belang wenslik ag, kan hy, met toestemming van die Tesourie, by kennisgewing in die handelsbank 'n aanvullende reserwesaldo besit en in stand hou. Staatskoerant eis dat elke handelsbank geregistreer of voorlopig geregistreer in die Unie kragtens die Bankwet, 1942 (Wet No. 38 van 1942), benewens die minimum reserwesaldo vereis ingevolge paragraaf (b) van sub-artikel (1) van artikel veertien van daardie Wet, van tyd tot tyd in die Unie 'n aanvullende reserwesaldo in die bank moet besit en in stand hou, minstens gelyk aan—

(a) 'n persentasie voorgeskryf deur die bank, maar nie meer as tien persent nie, van die totale bedrag van die in die Unie betaalbare verpligtings teenoor die publiek van die betrokke handelsbank, volgens die jongste maandelikse opgawe wat ingevolge paragraaf (a) van sub-artikel (1) van artikel dertien van daardie Wet deur hom verstrekk is; of

(b) 'n persentasie voorgeskryf deur die bank, maar nie meer as negentig persent nie, van die bedrag waarmee die in die Unie betaalbare verpligtings teenoor die publiek van die betrokke handelsbank, volgens die jongste maandelikse opgawe wat ingevolge paragraaf (a) van sub-artikel (1) van artikel dertien van daardie Wet deur hom verstrekk is, die bedrag van sodanige verpligtings soos op 'n in die kennisgewing vermelde datum, oorskry,

watter een ook al in die kennisgewing voorgeskryf mag word: Met dien verstande dat vir die doeleindes van hierdie artikel 'n handelsbank van die voormelde aanvullende reserwesaldo 'n bedrag mag aftrek wat gelyk is aan enige netto vermeerdering, na 'n in die kennisgewing vermelde datum, in die totale bedrag van wat hy besit in die vorm van Unieskatkiesbewyse en Unie-regeringseffekte met 'n

No. 45, 1956.]

ACT

To amend the South African Reserve Bank Act, 1944.

(Afrikaans text signed by the Governor-General.)
(Assented to 29th May, 1956.)

BE IT ENACTED by the Queen's Most Excellent Majesty, the Senate and the House of Assembly of the Union of South Africa, as follows:—

1. (1) Section *four* of the South African Reserve Bank Act, 1944 (hereinafter referred to as the principal Act) is hereby amended by the addition to sub-section (5) of the following proviso: Amendment of section 4 of Act 29 of 1944.

“Provided that nothing in this sub-section contained shall be construed as precluding the Governor or the Deputy-Governor from accepting or holding any office to which he may be appointed by or with the approval of the Governor-General or the Minister.”.

(2) Sub-section (1) shall be deemed to have come into operation on the first day of July, 1944.

2. The following section is hereby inserted in the principal Act after section *six*: Insertion of section 6bis in Act 29 of 1944.

“Delegation of powers. *6bis.* The board may from time to time delegate to the Governor or the Deputy-Governor any of their powers under this Act and may delegate such powers for such period and for such purposes and upon such terms and conditions and subject to such restrictions, as they may think expedient.”.

3. The following section is hereby inserted in the principal Act after section *eight*: Insertion of section 8bis in Act 29 of 1944.

“Bank may require commercial banks to have and maintain a supplementary reserve balance. *8bis.* (1) Whenever the bank deems it desirable in the national economic interest, it may, with the consent of the Treasury, by notice in the *Gazette* require every commercial bank registered or provisionally registered in the Union under the Banking Act, 1942 (Act No. 38 of 1942), to have and maintain from time to time in the Union, in addition to the minimum reserve balance required in terms of paragraph (b) of sub-section (1) of section *fourteen* of that Act, a supplementary reserve balance in the bank amounting to not less than—

(a) a percentage prescribed by the bank, but not exceeding ten per cent., of the total amount of the liabilities to the public payable in the Union of the relative commercial bank, as shown in the latest monthly return furnished by it in terms of paragraph (a) of sub-section (1) of section *thirteen* of that Act; or

(b) a percentage prescribed by the bank, but not exceeding ninety per cent., of the amount by which the total amount of the liabilities to the public payable in the Union of the relative commercial bank, as shown in the latest monthly return furnished by it in terms of paragraph (a) of sub-section (1) of section *thirteen* of that Act, exceeds the amount of such liabilities as at a date specified in the notice,

whichever may be prescribed in such notice: Provided that for the purposes of this section a commercial bank may deduct from the aforesaid supplementary reserve balance an amount equal to any net increase, after a date specified in the notice, in the aggregate amount of its holdings of Union treasury bills and Union Government stocks with

vervaltyd van hoogstens drie jaar gewaardeer soos in artikel *dertig* van die Bankwet, 1942, bepaal, en van wat hy besit in die vorm van wissels uitgereik deur of van sy voorskotte toegestaan aan die Land- en Landboubank van Suid-Afrika en van sodanige van sy ander bates as wat deur die bank vir die doeleindes van hierdie artikel goedgekeur mag word.

(2) 'n Handelsbank moet sodanige aanvullende reserwesaldo aldus besit en in stand hou te alle tye gedurende die tydperk vanaf die datum van sertifisering ingevolge sub-artikel (1) van artikel *dertien* van die Bankwet, 1942, van die opgawe met verwysing waarna sodanige aanvullende reserwesaldo bepaal word, tot die dag voor die datum waarop die eersvolgende sodanige opgawe aldus gesertifiseer word.

(3) Die bank kan te eniger tyd by kennisgewing in die *Staatskoerant*—

(a) enige ingevolge sub-artikel (1) uitgereikte kennisgewing wysig deur enige persentasie wat deur hom ingevolge paragraaf (a) of (b) daarvan voorgeskryf is, te verhoog of te verminder;
(b) enige ingevolge sub-artikel (1) uitgereikte kennisgewing intrek.

(4) Geen ingevolge sub-artikel (1) uitgereikte kennisgewing en geen ingevolge paragraaf (a) van sub-artikel (3) uitgereikte kennisgewing wat 'n ingevolge sub-artikel (1) uitgereikte kennisgewing wysig deur enige persentasie wat ingevolge paragraaf (a) of (b) daarvan voorgeskryf is, te verhoog, word van krag voor die verstryking van 'n tydperk van dertig dae vanaf die datum van publikasie van sodanige kennisgewing nie.

(5) Ondanks enigiets in sub-artikel (1) vervat, is geen handelsbank verplig om gedurende enige kalendermaand in sy aanvullende reserwesaldo 'n bedrag wat meer is as twee persent van die totale bedrag van sy in die Unie betaalbare verpligtings teenoor die publiek soos aan die einde van die laaste werkdag van die vorige kalendermaand, te deponeer nie.

(6) Enige handelsbank wat versuim om te voldoen aan 'n kragtens sub-artikel (1) uitgereikte kennisgewing of aan so 'n kennisgewing soos gewysig ingevolge sub-artikel (3) is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens honderd pond en stel hom daarbenewens bloot aan 'n strafbataling bereken teen twaalf persent per jaar van die bedrag van die tekort in sy aanvullende reserwesaldo vir elke dag wat 'n tekort bestaan of so 'n kleiner strafbataling as wat die Minister na sy goeddunke mag bepaal.

(7) Die Minister kan enige sodanige strafbataling deur aksie in enige bevoegde hof verhaal."

Wysiging van artikel 9 van Wet 29 van 1944.

4. Artikel *nege* van die Hoofwet word hiermee gewysig deur in paragraaf (c) na die woorde „voorskiet nie” die woorde „behalwe aan 'n beampte of werknemer van die bank ten einde hom in staat te stel om 'n woning vir sy eie gebruik te verkry” in te voeg.

Wysiging van artikel 19 van Wet 29 van 1944.

5. Artikel *negentien* van die Hoofwet word hiermee gewysig deur in paragraaf (b) van sub-artikel (1) na die woord „President” die woord „of” in te voeg.

6. Die Eerste Bylae by die Hoofwet word hiermee deur die Bylae uiteengesit in die Bylae by hierdie Wet vervang.

7. Hierdie Wet heet die Wysigingswet op die Suid-Afrikaanse Reserwebank, 1956.

a maturity not exceeding three years, valued as provided in section *thirty* of the Banking Act, 1942, and of its holdings of bills issued by or its advances granted to the Land and Agricultural Bank of South Africa and of such of its other assets as may be approved by the bank for the purposes of this section.

(2) A commercial bank shall so have and maintain such supplementary reserve balance at all times during the period from the date of certification under sub-section (1) of section *thirteen* of the Banking Act, 1942, of the return by reference to which such supplementary reserve balance is determined until the day preceding the date on which the next succeeding return as aforesaid is so certified.

(3) The bank may at any time by notice in the *Gazette*—

- (a) amend any notice issued in terms of sub-section (1) by increasing or decreasing any percentage prescribed by it in terms of paragraph (a) or (b) thereof;
- (b) withdraw any notice issued in terms of sub-section (1).

(4) No notice issued in terms of sub-section (1) and no notice issued in terms of paragraph (a) of sub-section (3) which amends any notice issued in terms of sub-section (1) by increasing any percentage prescribed in terms of paragraph (a) or (b) thereof shall take effect before the expiration of a period of thirty days from the date of publication of such notice.

(5) Notwithstanding anything contained in sub-section (1), no commercial bank shall be required to deposit in its supplementary reserve balance during any calendar month an amount exceeding two per cent. of the total amount of its liabilities to the public payable in the Union as at the close of the last business day of the preceding calendar month.

(6) Any commercial bank which fails to comply with a notice issued under sub-section (1) or with any such notice as amended in terms of sub-section (3), shall be guilty of an offence and liable on conviction to a fine not exceeding one hundred pounds and shall in addition incur a penalty at the rate of twelve per cent. per annum on the amount of the deficiency in its supplementary reserve balance for each day that a deficiency exists, or such lesser penalty as the Minister may in his discretion determine.

(7) The Minister may recover any such penalty by action in any competent court.”

4. Section *nine* of the principal Act is hereby amended by the insertion in paragraph (c) after the words “cession thereof” of the words “except to an officer or employee of the bank for the purpose of enabling him to acquire a dwelling for his own use,”.

Amendment of section 9 of Act 29 of 1944.

5. Section *nineteen* of the principal Act is hereby amended by the insertion in paragraph (b) of sub-section (1) after the word “Governor” of the word “or”.

Amendment of section 19 of Act 29 of 1944.

6. The Schedule set out in the Schedule to this Act is hereby substituted for the First Schedule to the principal Act.

Substitution of First Schedule to Act 29 of 1944.

7. This Act shall be called the South African Reserve Bank Amendment Act, 1956.

Short title.

Bylae.

„EERSTE BYLAE.

Suid-Afrikaanse Reserwebank.

Staat van bates en laste op die.....dag van.....19....

Laste.			Bates.		
		£ s. d.			£ s. d.
Kapitaal	..	..	Goud	..	..
Reserwefonds	..	..	waarvan £.... buite		
Note in omloop	..	..	die Unie gehou word.		
Deposito's:			Buitelandse:		
Unie-regering	..	..	Wissels	..	..
Provinsiale Admini-	..	..	Beleggings	..	..
strasies	..	..	Ander bates	..	..
Bankiers	..	..	Totaal aan Goud en		
Ander	..	..	Buitelandse bates ..	..	..
Ander laste	..	..	Binnelandse:		
			Gediskonteerde wis-		
			sels	..	..
			Lenings en Voor-		
			skotte:		
			Unie-regering ..	..	..
			Ander	..	..
			Sekuriteite:		
			Unie-regering ..	..	..
			Ander	..	..
			Ander bates	..	..

Verhouding van goudreserwe tot verpligtings teenoor die publiek min
buitelandse bates.....persent.”.

Schedule.

"FIRST SCHEDULE.

South African Reserve Bank.
Statement of assets and liabilities on the.....day
of.....19....

<i>Liabilities.</i>			<i>Assets.</i>		
	£	s. d.		£	s. d.
Capital	..	..	Gold	..	..
Reserve Fund ..	..	..	of which £..... is		
Notes in circulation ..	..	..	held outside the		
Deposits:			Union.		
Union Government ..	..	..			
Provincial Administra-			<i>Foreign:</i>		
tions	..	..	Bills	..	..
Bankers	..	..	Investments ..	..	..
Other	..	..	Other assets ..	..	..
Other liabilities ..	..	..			
			Total Gold and Foreign		
			Assets	..	..
			<i>Domestic:</i>		
			Bills discounted ..	..	..
			Loans and Advances:		
			Union Govern-		
			ment	..	..
			Other	..	..
			Securities:		
			Union Govern-		
			ment	..	..
			Other	..	..
			Other assets ..	..	..

Ratio of gold reserve to liabilities to the public less foreign assets
..... per cent."