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[No. 6569.

## GOVERNMENT NOTICES.

### DEPARTMENT OF LABOUR.

No. 1822.] [11 November 1960.  
INDUSTRIAL CONCILIATION ACT, 1956, AS AMENDED.

### BAKING AND CONFECTIONERY INDUSTRY, PORT ELIZABETH AND UITENHAGE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, hereby—

- (a) in terms of paragraph (a) of sub-section (1) of section *forty-eight* of the Industrial Conciliation Act, 1956, as amended, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Baking and Confectionery Industry, shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, upon the employers' organisation and the trade union which entered into the said Agreement and upon the employers and employees who are members of that organisation or that union;
- (b) in terms of paragraph (b) of sub-section (1) of section *forty-eight* of the said Act, declare that the provisions contained in clauses 1 (2) 3 to 19 (inclusive) and 21 to 23 (inclusive) of the said Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday upon all employers and employees other than those referred to in paragraph (a) of this notice, engaged or employed in the said Industry in the municipal areas of Port Elizabeth, Walmer and Uitenhage; and
- (c) in terms of paragraph (a) of sub-section (3) of section *forty-eight* of the said Act, declare that in the municipal areas of Port Elizabeth, Walmer and Uitenhage and from the second Monday after the date of publication of this notice and for the period ending two years from the said second Monday, the provisions contained in clauses 1 (2), 3 to 7 (5) (d) (inclusive), 7 (5) (f) to 19 (inclusive) and 22 to 23 (inclusive) of the said Agreement shall *mutatis mutandis* be binding upon all Natives employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees, and upon those employers in respect of Natives in their employ.

MARAIS VILJOEN,  
Deputy-Minister of Labour.

A-719928

## GOEWERMENTSKENNISGEWINGS.

### DEPARTEMENT VAN ARBEID.

No. 1822.] [11 November 1960.  
WET OP NYWERHEIDSVERSOENING, 1956,  
SOOS GEWYSIG.

### BAK- EN BANKETNYWERHEID, PORT ELIZABETH EN UITENHAGE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, hierby—

- (a) kragtens paragraaf (a) van subartikel (1) van artikel *agt-en-veertig* van die Wet op Nywerheids versoening, 1956, soos gewysig, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Bak- en Banketnywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir die werk gewersorganisasie en vakvereniging wat genoemde ooreenkoms aangegaan het en vir die werk gewers en werknemers wat lede van daardie organisasie of daardie vereniging is;
- (b) kragtens paragraaf (b) van subartikel (1) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (2), 3 tot en met 19 en 21 tot en met 23 van genoemde Ooreenkoms, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, bindend is vir alle ander werk gewers en werknemers as dié vermeld in paragraaf (a) van hierdie kennisgewing wat betrokke is by of in diens is in genoemde Nywerheid in die munisipale gebiede van Port Elizabeth, Walmer en Uitenhage; en
- (c) kragtens paragraaf (a) van subartikel (3) van artikel *agt-en-veertig* van genoemde Wet dat die bepalings vervat in klousules 1 (2), 3 tot en met 7 (5) (d), 7 (5) (f) tot en met 19 en 22 tot en met 23 van genoemde Ooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat twee jaar vanaf genoemde tweede Maandag eindig, in die munisipale gebiede van Port Elizabeth, Walmer en Uitenhage *mutatis mutandis* bindend is vir alle Naturelle in diens in genoemde Nywerheid by dié werk gewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werk gewers ten opsigte van Naturelle in hul diens.

MARAIS VILJOEN,  
Adjunk-minister van Arbeid.

1-6569

## SCHEDULE.

**INDUSTRIAL COUNCIL FOR THE BAKING AND CONFECTIONERY INDUSTRY, PORT ELIZABETH AND UITENHAGE.**

**AGREEMENT**

In accordance with the provisions of the Industrial Conciliation Act, 1956, as amended, made and entered into by and between the

Port Elizabeth Master Bakers' Association

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

Operative Bakers', Confectioners' and Conductors' Union, Port Elizabeth and Uitenhage

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

being parties to the Industrial Council for the Baking and Confectionery Industry, Port Elizabeth and Uitenhage.

**1. SCOPE OF APPLICATION OF AGREEMENT.**

(1) The terms of this Agreement shall be observed in the municipal areas of Port Elizabeth, Walmer and Uitenhage by all employers and employees in the Baking and Confectionery Industry who are members of the employers' organisation and the trade union.

(2) Nothing in this Agreement shall adversely affect any rates of wages based on time worked which may be in existence at the date on which this Agreement comes into operation and which are more favourable to the employee concerned than those laid down in clause 4 of this Agreement.

**2. PERIOD OF OPERATION OF AGREEMENT.**

This Agreement shall come into operation on such date as may be specified by the Minister in terms of section *forty-eight* of the Act, and shall remain in force for two years or for such period as may be determined by him.

**3. DEFINITIONS.**

Any expressions used in this Agreement which are defined in the Industrial Conciliation Act, 1956, as amended, shall have the same meanings as in that Act, any reference to an Act shall include any amendment of such Act, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956, as amended;

"adult" means an employee of the age of 18 years or over;

"adult general assistant" means an adult employee other than a foreman, a confectioner or pastry cook who is employed in making confectionery, and is under the supervision of a confectioner;

"baker" means a doughmaker, ovenman or table-hand;

"Baking and Confectionery Industry" means the industry in which employers and employees are associated for the purpose of baking or making bread and/or confectionery and includes—

(a) the baking or making of rolls, buns, currant bread, doughnuts, rusks, mosbolletjies, cakes, pastries, pies, yeast goods and other products of a bakehouse of which dough or batter forms a component part;

(b) the manufacture of any commodity or ingredient used in baking or the making of confectionery if carried on by employers and employees engaged in the activities referred to in paragraph (a);

(c) all activities carried on by such employers which are incidental to, connected with or consequent on the activities referred to in (a) or the distribution of the products referred to therein, if carried on by such employers or their employees;

but excludes the manufacture of sweets and biscuits;

"confectioner" means an employee who performs the work of pastry cook and who in addition performs the work of ornamenting cakes and is competent to take charge of all branches of work in the making of confectionery in an establishment in the absence of the foreman on instruction by the latter or by the employer;

"confectionery" without limiting its ordinary meaning includes cakes, pies, pasties, pastries, koeksisters, biscuits and yeast-raised goods other than bread;

"Council" means the Industrial Council for the Baking and Confectionery Industry, Port Elizabeth and Uitenhage, registered in terms of section *two* of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of section *nineteen* of the Industrial Conciliation Act, 1956, as amended;

"delivery employee" means an employee who delivers on foot or by bicycle or hand-propelled vehicle the products of an establishment direct from the establishment to not more than ten (10) customers in any one day;

"despatch clerk" means an employee who is responsible for the supervising, packing, checking and despatch of goods;

"dough-maker" means an employee who is engaged in the making of dough and fermentation;

**BYLAE.**

**NYWERHEIDSRAAD VIR DIE BAK- EN BANKETNYWERHEID, PORT ELIZABETH EN UITENHAGE.**

**OOREENKOMS**

ingevolge die bepalings van die Wet op Nywerheidsversoening, 1956, soos gewysig, gesluit en aangegaan deur en tussen die

Port Elizabeth Master Bakers' Association

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

Operative Bakers', Confectioners' and Conductors' Union, Port Elizabeth and Uitenhage

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

wat partye is by die Nywerheidsraad vir die Bak- en Banketnywerheid, Port Elizabeth en Uitenhage.

**1. TOEPASSINGSBESTEK VAN OOREENKOMS.**

(1) Die bepalings van hierdie Ooreenkoms word in die munisipale gebiede van Port Elizabeth, Walmer en Uitenhage nagekom deur alle werkgewers en werkneemers in die Bak- en Banketnywerheid wat lede van die werkgewersorganisasie en die vakvereniging is.

(2) Niks in hierdie Ooreenkoms mag 'n nadelige uitwerking hê nie op lone wat gebaseer is op tyd gewerk, wat op die datum van die inwerkingtreding van hierdie Ooreenkoms mag bestaan en wat gunstiger vir die betrokke werkneemers is as die lone wat in klousule 4 van hierdie Ooreenkoms voorgeskryf word.

**2. GELDIGHEIDSDUUR VAN OOREENKOMS.**

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister ooreenkomstig artikel *agt-en-veertig* van die Wet mag bepaal en bly van krag vir twee jaar of vir dié tydperk wat hy mag bepaal.

**3. WOORDOMSKRYWING.**

Alle uitdrukings wat in hierdie Ooreenkoms gebruik en in die Wet op Nywerheidsversoening, 1956, soos gewysig, omskryf word, het dieselfde betekenis as in daardie Wet, en waar daar van 'n Wet melding gemaak word, word ook alle wysings van sodanige Wet bedoel, en tensy die teenoorgestelde bedoeling blyk, sluit woorde wat die manlike geslag aandui, ook die vroulike geslag in; en voorts, tensy onbestaanbaar met die sinsverband, beteken—

"Wet" die Wet op Nywerheidsversoening, 1956, soos gewysig;  
 „volwassene" 'n werkneemter wat 18 jaar oud of ouer is;  
 „volwasse algemene assistent" 'n volwasse werkneemter, uitgesond 'n voorman of 'n banketbakker of 'n pasteibakker, wat in diens geneem is om banket te maak en onder die toesig van 'n banketbakker staan;  
 „bakker" 'n deegaanmaker, oondman of tafelhulp;  
 „Bak- en Banketnywerheid" die nywerheid waarin werkgewers en werkneemers met mekaar geassosieer is met die doel om brood en/of banket te bak of te maak en omvat dit ook die volgende:—

- (a) Die bak of maak van rolletjies, bolletjies, korentebrood, oliebolle, beskuit, mosbolletjies, koek, tert, pastei, suurdeeggoedere en ander produkte van 'n bakhuis waarvan deeg of beslag 'n bestanddeel uitmaak;
- (b) die vervaardiging van enige artikel of bestanddeel wat gebruik word in bakwerk of in die maak van banket, indien uitgevoer deur werkgewers en werkneemers wat betrokke is by die werkzaamhede gemeld in paragraaf (a);
- (c) alle werkzaamhede wat deur sodanige werkgewers uitgevoer word en wat hoort by, in verband staan met of die gevolg is van die werkzaamhede genoem in (a), of die distribusie van die produkte daarin genoem, indien uitgevoer deur sodanige werkgewers of hul werkneemers.

maar dit omvat nie die vervaardiging van lekkers en biscuits nie;

„banketbakker" 'n werkneemter wat die werk van 'n pasteibakker verrig, wat daarbenewens koeke versier en wat bevoeg is om in die afwesigheid van die voorman, op las van of die voorman of die werkewer verantwoordelikheid te aanvaar in alle vertakkings van die werk verbonde aan die maak van banket in 'n inrigting;

„banket", sonder om die gewone betekenis van die woord te beperk, ook koek, tert, pastei, koeksisters, biscuits en ander suurdeeggoedere as brood;

„Raad" die Nywerheidsraad vir die Bak- en Banketnywerheid, Port Elizabeth en Uitenhage, wat ooreenkomstig die bepalings van artikel *twoe* van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ooreenkomstig die bepalings van artikel *negentien* van die Wet op Nywerheidsversoening, 1956, soos gewysig;

„afleweringsbediende" 'n werkneemter wat die produkte van 'n inrigting te voet of per fiets of met 'n handkar of stoetwaentjie regstreeks van die inrigting af aan hoogstens tien (10) klante op 'n bepaalde dag aflewer;

„versendingsklerk" 'n werkneemter wat verantwoordelik is vir die toesighouding oor en die verpakking, nagaan en versending van goedere;

„deegaanmaker" 'n werkneemter wat in diens geneem is om deeg aan te maak en insuurwerk te verrig;

"experience" means the total period of employment in the baking section or the confectionery section of the industry, as the case may be;

"establishment" means any place in which the Baking and Confectionery Industry is carried on;

"foreman" means a baker or confectioner who is in charge of a shift engaged in making bread and/or confectionery, and is present in the establishment during the whole shift which he is working;

"general labourer" means an employee who is engaged in one or more of the following operations:—

- Carrying or stacking goods, materials or utensils;
- Cleaning workshops, premises, vehicles or animals;
- Washing or cleaning machines, trays, pans, boxes or tins;
- Preparing, carrying and feeding fuel to furnaces;

"hourly rate" means the weekly wage prescribed in this Agreement divided by 46;

"jobber" means a baker and/or confectioner of either sex who is employed for not more than two days consecutively, in any week;

"journeyman" means an employee who has had not less than five years' experience in the Baking and Confectionery Industry;

"juvenile" means an employee under the age of 18 years;

"learner" means an employee who is employed in but has had less than five years' experience in one of the occupations specified in sub-clauses (1) (a) (ii) and (b) (ii), (iii) and (iv) of clause 4 of this Agreement;

"learner salesman" means an employee who has been employed for not less than six months as a vanboy and who is thereafter employed with the same establishment on learning the work of a salesman;

"military training" means continuous training which an employee is required to undergo in terms of section twenty-one (1) read with sub-sections (1) and (2) of section twenty-two of the Defence Act, 1957; but does not include any training he may elect to undergo in terms of section twenty-three of the said Act nor any other training or service for which he volunteers or which he elects to undergo;

"ovenman" means an employee who is in charge of the ovens in the bakehouse, and who is responsible for the firing of bread;

"packer" means an employee who packs goods for delivery;

"pastrycook" means an employee who performs mixings, baking and/or cooking of pastries and cakes, excluding ornamenting;

"salesman" means an employee who is in charge of horse-drawn or motor vehicle which is used for delivering the products of an establishment on a round, whether or not in addition he drives a mechanically-propelled vehicle; or an employee who delivers to more than 10 (ten) customers in any one day direct from the establishment;

"table-hand" means an employee who moulds bread;

"van-boy" means an employee engaged in delivering the products of an establishment under the supervision of a salesman.

## 4. WAGES.

(1) No employer shall pay and no employee shall accept wages at rates lower than the following, read with the remaining provisions of this clause:—

Per  
Week.  
£ s. d.

## (a) Baking Section—

(i) Foreman	6	3	8
(ii) Dough-maker, ovenman or table-hand	4	6	0

## (b) Confectionery Section—

(i) Foreman	6	9	0
(ii) Confectioner	4	16	9
(iii) Pastrycook	4	6	0
(iv) Adult general assistant	3	5	0

## (c) Learners in Baking and Confectionery Sections—

First year of experience	1	12	6
Second year of experience	1	17	6
Third year of experience	2	2	6
Fourth year of experience	2	12	6
Fifth year of experience	3	2	6
and thereafter the minimum wage for his class	3	2	6

## (d) General—

(i) Salesman	4	2	0
(ii) Learner Salesman—			
for the first 3 months	3	0	0
for the second 3 months	3	10	0
thereafter	4	2	0
(iii) Despatch clerk	4	2	0
(iv) Packer	3	0	0
(v) Delivery employee	1	17	6
(vi) Van-boy (adult)	1	17	6
(vii) Van-boy (juvenile)	1	8	0
(viii) General labourer (adult)	1	17	6
(ix) General labourer (juvenile)	1	8	0

"ondervinding" die totale dienstdyperk in die bakafdeling of die banketafdeling van die nywerheid, na gelang van die geval;

"inrigting" enige plek waar die Bak- en Banketnywerheid oefen word;

"voorman" 'n bakker of banketbakker wat aan die hoof staan van 'n skof wat brood en/of banket maak, en wat gedurende die hele tydperk van sodanige skof aanwesig is in die inrigting;

"algemene arbeider" 'n werknemer wat een of meer van die volgende werkzaamhede verrig:—

Goedere, materiaal of gereedskap dra of opstapel; werkinkels, persele, voertuie of diere skoonmaak; masjiene, bakke, panne, kaste of blikke was of skoonmaak; brandstof voorberei, aandra en in oonde voer;

"uurloon" die weekloon voorgeskryf in hierdie Ooreenkoms, verdeel deur 46;

"stukwerker" 'n bakker en/of banketbakker, hetsy man of vrou, wat vir hoogstens twee agtereenvolgende dae in 'n week in diens geneem word;

"vakman" 'n werknemer wat minstens vyf jaar ondervinding in die Bak- en Banketnywerheid het;

"jeugdige" 'n werknemer wat jonger as 18 jaar is;

"leerling" 'n werknemer wat in enige van die beroepe gespesifiseer in subklousule (1) (a) (ii) en (b) (ii), (iii) en (iv) van klousule 4 van hierdie Ooreenkoms, werkzaam is maar wat minder as vyf jaar ondervinding in sodanige beroep het;

"leerling-verkoper" 'n werknemer wat vir minstens ses maande as 'n bestelwabediende werkzaam was en wat daarna deur dieselfde inrigting in diens geneem word met die doel om die werk van 'n verkoper aan te leer;

"militêre opleiding" die ononderbroke opleiding wat 'n werknemer ingevolge die bepalings van artikel een-en-twintig (1), gelees met subartikel (1) en (2) van artikel twee-en-twintig van die Verdedigingswet, 1957, moet ondergaan, maar omvat dit nie opleiding nie wat hy mag verkieks om ooreenkomsdig die bepalings van artikel drie-en-twintig van genoemde Wet te ondergaan of enige ander opleiding of diens waarvoor hy hom vrywillig aanbied of wat hy verkieks om te ondergaan;

"oondman" 'n werknemer wat toesig hou oor die oonde in die bakhuis en wat verantwoordelik is vir die bak van brood;

"verpakker" 'n werknemer wat goedere vir aflewering verpak;

"pasteibakker" 'n werknemer wat mengwerk verrig, pastei en koek bak en/of maak, maar nie versier nie;

"verkoper" 'n werknemer wat toesig het oor die diere- of motorvoertuig wat gebruik word vir die aflewering van die produkte van 'n inrigting op 'n ronde, afgesien daarvan of hy daarbenewens 'n meganies aangedrewe voertuig bestuur of nie; of 'n werknemer wat sodanige produkte aan meer as tien (10) klante op 'n bepaalde dag regstreeks vanaf die inrigting aflewer;

"tafelhulp" 'n werknemer wat brood vorm;

"bestelwabediende" 'n werknemer wat die produkte van 'n inrigting onder die toesig van 'n verkoper aflewer.

## 4. LONE.

(1) Geen loon wat laer is as die volgende, gelees met die ander bepalings van hierdie klousule, mag deur 'n werkgewer betaal en deur 'n werknemer aangeneem word nie:—

Per  
Week.  
£ s. d.

## (a) Bakafdeling:—

(i) Voorman	6	3	8
(ii) Deegaanmaker, oondman of tafelhulp	4	6	0

## (b) Banketafdeling:—

(i) Voorman	6	9	0
(ii) Banketbakker	4	16	9
(iii) Pasteibakker	4	6	0
(iv) Volwasse algemene assistent	3	5	0

## (c) Leerlinge in die bak- en banketafdeling:—

Eerste jaar ondervinding	1	12	6
Tweede jaar ondervinding	1	17	6
Derde jaar ondervinding	2	2	6
Vierde jaar ondervinding	2	12	6
Vyfde jaar ondervinding	3	2	6

en daarna die minimum loon vir sy klas.

## (d) Algemeen:—

(i) Verkoper	4	2	0
(ii) Leerling-verkoper—			
vir die eerste drie maande	3	0	0
vir die tweede drie maande	3	10	0
daarna	4	2	0
(iii) Versendingsklerk	4	2	0
(iv) Verpakker	3	0	0
(v) Afleweringsbediende	1	17	6
(vi) Bestelwabediende (volwassene)	1	17	6
(vii) Bestelwabediende (jeugdige)	1	8	0
(viii) Algemene arbeider (volwassene)	1	17	6
(ix) Algemene arbeider (jeugdige)	1	8	0

(2) A jobber shall be paid at the hourly rate for the class of work upon which he is employed; provided that no jobber shall be paid a lower amount per day than eight times his hourly rate.

(3) An employee who on any one day is required or allowed to perform two or more classes of work shall for the time worked at each such class be paid at the hourly rate applicable to each such class; provided that if the time occupied on the work to which a higher wage applies exceeds three hours on any one day, the employee shall be paid the higher wages for the whole day.

#### 5. COST OF LIVING ALLOWANCE.

In addition to the wages prescribed in clause 4 (1) every employer shall each week pay as a cost of living allowance to each of his employees an amount calculated in accordance with the terms of War Measure No. 43 of 1942, published under Proclamation No. 110 of the 22nd May, 1942, as amended from time to time. The rate of War Measure allowances as provided for in the said War Measure as at date of signature of this Agreement, shall continue during the currency of this Agreement to be the minimum cost of living allowances payable in terms of this clause notwithstanding any decrease in the rates of such War Measure allowance.

#### 6. SHORT TIME.

(1) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of sub-clause (2) of this clause, an employer may, on account of slackness of work or the exigencies of trade, work his employees short time and pay such employees, instead of the weekly wage prescribed, the hourly rates for each hour or part of an hour worked.

(2) An employer shall, prior to the day on and from which he intends to work short time, notify the employees concerned. Any employee who is not given such notice shall on attending at the establishment, be entitled to be employed for half-day or receive a minimum of one-half of his daily wage.

#### 7. PAYMENT OF EARNINGS.

(1) Wages and other earnings shall be paid to employees in cash weekly on the ordinary pay-day of the establishment or on termination of employment, if such termination takes place before the ordinary pay-day of the establishment.

(2) Money due to employees in terms of the Agreement shall be handed to employees in closed envelopes on which shall be reflected the employer's name, the employee's name or payroll number, the employee's occupation, the number of ordinary and any overtime hours worked, the remuneration due and the period in respect of which payment is made.

(3) No premium for the training of an employee shall be charged or accepted by an employer.

(4) Where, in any establishment, work is performed by employees organised in sets or teams, each employee shall be paid his earnings by the employer.

(5) No deductions of any kind, other than the following, may be made from the wages and rates due to an employee:—

- (a) Except where otherwise provided in this agreement whenever an employee is absent from work otherwise than on the instructions or at the request of his employer, a deduction proportionate to the period of his absence and calculated on the basis of the wage which such employee was receiving in respect of his ordinary hours of work at the time thereof.
- (b) With the written consent of the employee, deductions for holiday, insurance, or pension funds.
- (c) Levies in terms of clause 17 of this Agreement.
- (d) Any amount paid by an employer compelled by any law, ordinance or legal process to make payment on behalf of an employee.
- (e) Deductions in terms of clause 21 of the Agreement.
- (f) Deductions in terms of clause 22 of the Agreement.

#### 8. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement no employer shall require or permit an employee, other than one exclusively employed as a caretaker, watchman, salesman, delivery employee or van-boy—

- (a) to work for more than 46 hours, excluding meal times, in any one week; or
- (b) to work for more than 8 hours, excluding meal times, on any one day: Provided that in any establishment in which—
  - (i) on one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half an hour on each of the remaining days of the week; or
  - (ii) the employees do not ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or

(2) 'n Stukwerker word betaal teen die uurloon vir die klas werk waarvoor hy in diens geneem word; met dien verstande dat daar aan geen stukwerker 'n laer bedrag per dag as agt maal sy uurloon betaal mag word nie.

(3) 'n Werknemer van wie daar vereis word of wat toegelaat word om op 'n bepaalde dag twee of meer klasse werk te verrig, word vir die tyd gewerk aan elkeen van sodanige klasse, betaal teen die uurloon wat op elkeen van sodanige klasse van toepassing is; met dien verstande dat, as die tyd bestee aan die werk waarop 'n hoër loon van toepassing is, meer as drie uur op 'n bepaalde dag beloop, die werknemer die hoër loon vir die hele dag moet ontvang.

#### 5. LEWENSKOSTETOELAE.

Benewens die lone voorgeskryf in klousule 4 (1), moet elke werkgever elke week aan elkeen van sy werknemers 'n bedrag as lewenskostetoelae betaal wat bereken is ooreenkomsdig die bepalings van Oorlogsmaatreël No. 43 van 1942, soos gepubliseer by Proklamasie No. 110 van 22 Mei 1942, soos van tyd tot tyd gewysig. Die toelaes waarvoor daar in genoemde Oorlogsmaatreël voorsiening gemaak word en wat van toepassing is op die datum waarop hierdie Ooreenkoms onderteken word, bly gedurende die geldigheidstermyn van hierdie Ooreenkoms die minimum lewenskostetoelae wat ingevolge hierdie klousule betaalbaar is, ondanks enige vermindering van die toelaes soos in sodanige Oorlogsmaatreël voorgeskryf.

#### 6. KORTTYD.

(1) Ondanks andersluidende bepalings in hierdie Ooreenkoms en behoudens die bepalings van subklousule (2) van hierdie klousule, kan 'n werkgever, weens werkslapte of die vereistes van die handel, sy werknemers korttyd laat werk en in plaas van die weekloon soos voorgeskryf, die uurloon vir elke uur of gedeelte van 'n uur gewerk, aan sodanige werknemers betaal.

(2) 'n Werkgever moet voor die dag waarop en met ingang waarvan hy voornemens is om sy werknemers korttyd te laat werk, die betrokke werknemers daarvan in kennis stel. 'n Werknemer wat nie aldus in kennis gestel is nie, is daartoe geregtig om, wanneer hy by die inrigting opdaag, vir 'n halwe dag te werk of om 'n minimum van een-helfte van sy dagloon te ontvang.

#### 7. BETALING VAN VERDIENSTE.

(1) Lone en ander verdienste moet weekliks in kontant aan die werknemers betaal word op die gewone betaaldag van die inrigting of by beëindiging van hul diens, as sodanige beëindiging plaasvind voor die gewone betaal dag van die inrigting.

(2) Geld wat ingevolge die bepalings van die Ooreenkoms aan werknemers verskuldig is, moet aan hulle oorhandig word in versééle koeverte waarop die werkgever se naam, die werknemer se naam of betaalstaatnommer, die werknemer se beroep, die getal gewone ure en die getal kortydere gewerk, die besoldiging wat verskuldig is en die tydperk ten opsigte waarvan die betaling gedoen word, gemeld moet word.

(3) 'n Werkgever mag geen premie vir die opleiding van 'n werknemer vorder of aanneem nie.

(4) Waar die werk in 'n inrigting verrig word deur werknemers wat in ploëe of spanne georganiseer is, moet die werkgever aan elke werknemer sy verdienste betaal.

(5) Met uitsondering van die aftrekkings hieronder genoem, mag geen bedrag hoegenaamd van die loon wat aan 'n werknemer verskuldig is, afgetrek word nie:—

- (a) Behalwe waar anders in hierdie Ooreenkoms bepaal, wanneer 'n werknemer van sy werk afwesig is om 'n ander rede as op las of op versoek van sy werkgever, 'n aftrekking wat eweredig is aan die tydperk van sy afwesigheid en wat bereken is op die grondslag van die loon wat sodanige werknemer op daardie tydstip ten opsigte van sy gewone werkure ontvang het.
- (b) Met die skriftelike toestemming van die werknemer, aftrekkings vir vakansie-, versekerings- of pensioenfondse.
- (c) Heffings ooreenkomsdig die bepalings van klousule 17 van hierdie Ooreenkoms.
- (d) Enige bedrag wat 'n werkgever, daartoe verplig deur enige wet, ordonnansie of regssproses, namens 'n werknemer betaal het.
- (e) Aftrekkings ooreenkomsdig die bepalings van klousule 21 van die Ooreenkoms.
- (f) Aftrekkings ooreenkomsdig die bepalings van klousule 22 van die Ooreenkoms.

#### 8. WERKURE.

(1) Behoudens andersluidende bepalings in hierdie Ooreenkoms, mag geen werkgever dit van 'n werknemer, uitgesonder 'n werknemer wat uitsluitlik as 'n oppasser, wag, verkoper, afluweringsbediende of afluweringswabediende in diens geneem is, vereis of hom foelaat om—

- (a) vir meer as 46 uur, etenstye uitgesluit, in 'n bepaalde week te werk nie; of
- (b) vir meer as agt uur, etenstye uitgesluit, op 'n bepaalde dag te werk nie; met dien verstande dat in enige inrigting waarin—

(i) die gewone werkure op een dag in elke week nie meer as vyf is nie, 'n werknemer toegelaat of daar van hom vereis mag word om vir 'n addisionele tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of

(ii) die werknemers gewoonlik op nie meer as vyf dae in die week werk nie, daar op enige werkdae van 'n werknemer vereis mag word of hy op enige werkdag toegelaat mag word om vir 'n addisionele tydperk van hoogstens een uur en vyftien minute te werk; of

(c) to work for a continuous period of more than five hours without an uninterrupted interval of at least one hour; provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous;

(d) who is a female, to work—

- (i) between six o'clock p.m. and six o'clock a.m.; or
- (ii) after one o'clock p.m. on more than five days in any week.

(2) Notwithstanding the provisions of paragraphs (a) and (b) of sub-clause (1) and of sub-clause (4) of this clause and save as is provided in clause 9 of this Agreement, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

(a) ten hours; or

(b) a number of hours (which may exceed ten) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

Provided that no employer shall require or permit a female employee to work overtime—

(a) for more than two hours on any day;

(b) on more than three consecutive days;

(c) on more than sixty days in any year;

(d) after completion of her ordinary working hours for more than one hour on any day unless he has—

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

(ii) provided such employee with an adequate meal before she has to commence overtime; or

(iii) paid such employee an allowance of not less than 1s. 6d. in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(3) An employee shall be deemed to be working in addition to any period during which he is actually working—

(a) during the whole of any interval in his work if he is not free to leave the premises of his employer for the whole of such interval; or

(b) during any other period during which he is on the premises of his employer;

provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph (b), the presumption provided for in this sub-clause shall not apply in respect of such employee with reference to that portion of such period.

(4) The ordinary hours of work of all salesmen, delivery employees and van-boys shall not exceed—

(i) fifty-four hours in any week;

(ii) nine hours in any day.

(5) For the purposes of sub-clause (1) (a) an employee who does not work on any holiday referred to in clause 9 (2), or who on such holiday works less than his average ordinary working hours for the days of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(6) *Overtime*.—All time worked in excess of the number of hours prescribed in sub-clauses (1) and (4) in respect of a day or a week, shall be deemed to be overtime.

#### 9. PAYMENT FOR OVERTIME, SUNDAYS AND PUBLIC HOLIDAYS.

(1) An employer shall pay to each employee employed by him remuneration at a rate not less than one and one-third times his hourly rate in respect of all overtime worked by such employee.

(2) (a) If an employee does not work on any statutory public holiday his employer shall pay him in respect of such day remuneration at a rate not less than his ordinary rate of remuneration as if he had on such day worked his average ordinary working hours for that day of the week.

(b) Whenever an employee works on any statutory public holiday, his employer shall pay him remuneration at a rate of not less than his ordinary rate of remuneration in respect of the total period worked on such day, in addition to the remuneration to which he would have been entitled had he not so worked.

(c) If any statutory public holiday falls on a Saturday an employer working a five-day week shall nevertheless pay to each employee employed by him remuneration at a rate not less than his ordinary remuneration for one day during the week preceding such Saturday.

(3) Whenever an employee works on a Sunday, his employer shall either—

(a) pay to the employee—

(i) if he so works for a period not exceeding four hours, not less than the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day; or

(c) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur te werk nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat deur 'n pouse van minder as een uur onderbreek word, geag word aaneenlopend te wees.

(d) as dit 'n vrou is—

- (i) tussen sesuur nm. en sesuur vin. te werk nie; of
- (ii) na eenuur nm. op meer as vyf dae in 'n week te werk nie.

(2) Ondanks die bepalings van paragraaf (a) en (b) van subklousule (1) en van subklousule (4) van hierdie klousule en behoudens die bepalings van klousule 9 van hierdie Ooreenkoms, mag 'n werkgever van 'n werknemer vereis of hom toelaat om in 'n bepaalde week oortyd te werk vir 'n totale tydperk van hoogstens—

(a) tien uur; of

(b) 'n getal ure (wat meer as tien mag wees) wat die Raad vastgestel het in 'n skriftelike kennisgewing aan die werkgever, waarin die werknemer of die klas werknemer ten opsigte van wie die kennisgewing van toepassing is en die tydperk waarvoor en die voorwaardes waarop dit geldig is, gespesifieer word;

met dien verstande dat geen werkgever dit van 'n vroulike werknemer mag vereis of haar mag toelaat om oortyd—

- (a) vir meer as twee uur op 'n dag te werk nie;
- (b) op meer as drie agtereenvolgende dae te werk nie;
- (c) op meer as sestig dae in 'n jaar te werk nie;
- (d) vir meer as een uur op 'n dag na voltooiing van haar gewone werkure te werk nie tensy hy—

(i) voor die middag kennis daarvan aan sodanige werknemer gegee het; of

(ii) sodanige werknemer van 'n toereikende ete voorsien het voordat sy met haar oortydwerk moet begin; of

(iii) aan sodanige werknemer 'n toelae van minstens 1s. 6d. so vroeëtgelyk betaal het dat sy 'n ete kan verkry voordat sy met haar oortydwerk moet begin.

(3) Benewens enige tydperk waarin 'n werknemer werklik aan die werk is, word hy geag aan die werk te wees—

(a) gedurende die hele tydperk van 'n pouse in sy werk as hy nie vry is om die perseel van sy werkgever vir die hele tydperk van sodanige pouse te verlaat nie; of

(b) gedurende enige ander tydperk waarin hy op die perseel van sy werkgever is;

met dien verstande dat, as daar bewys word dat so 'n werknemer nie aan die werk was nie en vry was om die perseel te verlaat gedurende enige gedeelte van 'n tydperk bedoel in paragraaf (b), die veronderstelling waaroor daar in hierdie subklousule voorstiening gemaak word, nie ten opsigte van daardie gedeelte van sodanige tydperk op so 'n werknemer van toepassing is nie.

(4) Die gewone werkure van alle verkopers, afleweringsbedienedes en afleweringswabedienedes is hoogstens—

(i) vier-en-vyftig uur in 'n week;

(ii) nege uur op 'n dag.

(5) Vir die toepassing van subklousule (1) (a), word 'n werknemer wat nie op 'n vakansiedag genoem in klousule 9 (2), werk nie of wat op so 'n vakansiedag minder as sy gemiddelde gewone werkure werk vir die dag van die week waarop sodanige vakansiedag val, geag sy gemiddelde gewone werkure op daardie dag te gewer het.

(6) *Oortyd*.—Alle tyd langer gewerk as die getal ure voorgeskryf in subklousule (1) en (4) ten opsigte van 'n dag of 'n week, word geag oortyd te wees.

#### 9. BETALING VIR OORTYDWERK EN WERK OP SONDAE EN OPENBARE VAKANSIEDAE.

(1) 'n Werkgever moet aan elke werknemer in sy diens 'n besoldiging van minstens een en een-derde maal sy uurloon betaal ten opsigte van alle oortydwerk wat sodanige werknemer verrig het.

(2) (a) As 'n werknemer nie op 'n witteregtelike openbare vakansiedag werk nie, moet sy werkgever hom ten opsigte van sodanige dag minstens sy gewone besoldiging betaal asof hy op sodanige dag sy gemiddelde gewone werkure vir daardie dag van die week gewer het.

(b) Wanneer 'n werknemer op 'n witteregtelike openbare vakansiedag werk, moet sy werkgever hom, benewens die besoldiging waarop hy geregtig sou gewees het as hy nie aldus gewer het nie, minstens sy gewone besoldiging betaal ten opsigte van die totale tydperk wat hy op sodanige dag gewer het.

(c) As 'n witteregtelike openbare vakansiedag op 'n Saterdag val, moet 'n werkgever wat 'n vyfdaagse werkweek het, nogtans gedurende die week voor sodanige Saterdag aan elke werknemer in sy diens besoldiging vir een dag teen minstens sy gewone skaal van besoldiging betaal.

(3) Wanneer 'n werknemer op 'n Sondag werk, moet sy werkgever of—

(a) aan die werknemer—

(i) minstens die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk, betaal asof hy aldus werk vir 'n tydperk van hoogstens 4 uur; of

- (ii) if he so works for a period exceeding four hours, remuneration, at a rate not less than double his ordinary rate of remuneration, in respect of the total period worked on such Sunday, or remuneration which is not less than double the ordinary remuneration payable in respect of the period ordinarily worked by him on a week-day, whichever is the greater; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

#### 10. LEAVE.

(1) All employees (other than jobbers) for whom minimum wages are prescribed in clause 4 of this Agreement shall be given annually on full pay in respect of each period of twelve months' employment with an employer not less than two consecutive weeks' and four days' leave, provided that—

- (a) the period of such leave shall not be concurrent with any period of absence on sick leave in respect of which an employee is entitled to sick pay in terms of clause 22 (6) (i) (a) nor with any period during which an employee is undergoing military training;
- (b) if any public holiday referred to in clause 9 (2), falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence on full pay.

For the purpose of calculating the leave pay due in terms of this clause the pay for "four days" shall be two-thirds of the weekly wage.

(2) The leave referred to in sub-clause (1) of this clause shall be taken at a time mutually agreed upon by the employer and employee; provided that such leave shall be granted so as to expire within two months after the date of termination of the period of twelve months referred to in sub-clause (1).

#### (3) Any period during which an employee—

- (a) is on leave in terms of this clause; or
- (b) undergoes military training;
- (c) is absent from work on the instructions or at the request of the employer; or
- (d) is absent from work owing to illness or confinement;

shall be deemed to be employment for the purpose of sub-clauses (1) and (4);

Provided that the provisions of paragraph (d) shall not apply in respect of—

- (i) any period of absence owing to illness of more than three consecutive days, if the employee fails after a request for such a certificate by the employer, to submit to the employer a certificate by a medical practitioner that he was prevented by illness from doing his work; or
- (ii) any total period of absence during any twelve months' employment which is in excess of thirty days.

(4) Upon termination of employment, the employer shall pay to an employee his full pay—

- (a) in respect of any period of leave which has accrued but was not granted before the date of termination of the employment; and
- (b) for one and one-third days in respect of each completed month of employment with the employer after the date on which he last became entitled to leave, in terms of sub-clause (1), or in the case of an employee who has been employed for less than twelve months after the date of commencement of his employment.

(5) The employer shall pay to an employee to whom leave is granted in terms of this clause, his pay in respect of the period of leave, not later than the last working day before the commencement of the said period.

(6) Any amount paid to an employee in terms of sub-clause (4) or sub-clause (5) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date upon which the leave became due or his employment terminated, as the case may be.

(7) For the purposes of this clause employment shall be deemed to commence from—

- (a) the date upon which the employee entered the employer's service; or
- (b) the date upon which the employee last became entitled to leave; whichever may be the later.

#### 11. SUNDAY AND PUBLIC HOLIDAYS DELIVERIES.

Unless the written consent of the Council has first been obtained, no employer or employee shall be permitted to deliver or supply bread and/or confectionery on Sunday or any public holiday.

(ii) minstens dubbel sy gewone besoldiging ten opsigte van die totale tydperk op sodanige Sondag gewerk of 'n besoldiging wat nie minder is nie as dubbel die gewone besoldiging betaalbaar ten opsigte van die tydperk wat hy gewoonlik op 'n weekdag werk—naamlik die grootste bedrag—betaal as hy aldus werk vir 'n tydperk van langer as vier uur; of

- (b) aan die werknemer minstens een en een-derde maal sy gewone besoldiging betaal ten opsigte van die totale tydperk op sodanige Sondag gewerk en hom binne sewe dae vanaf sodanige Sondag een dag vakansie toestaan en hom ten opsigte daarvan minstens sy gewone besoldiging betaal asof hy op sodanige vakansiedag sy gemiddelde gewone werkure vir daardie dag van die week gewerk het.

#### 10. VERLOF.

(1) Aan alle werknemers (uitgesonderd stukwerkers) vir wie minimum lone in klosule 4 van hierdie Ooreenkoms voorgeskryf word, moet daar jaarliks ten opsigte van elke tydperk van twaalf maande diens by 'n werkewer minstens twee agtereenvolgende weke en vier dae verlof met volle betaling toegestaan word; met dien verstaande dat—

- (a) die tydperk van sodanige verlof nie met 'n tydperk van afwesigheid met siekteverlof ten opsigte waarvan 'n werknemer ooreenkomsdig die bepalings van klosule 22 (6) (i) (a) op siekteverlofbesoldiging geregtig is en ook nie met 'n tydperk waarin die werknemer militêre opleiding ontvang, mag saamval nie;
- (b) as 'n openbare vakansiedag genoem in klosule 9 (2), binne die tydperk van sodanige verlof val, sodanige vakansiedag by genoemde tydperk gevog moet word as 'n verdere tydperk van afwesigheidsverlof met volle salaris.

Vir die berekening van die verlofbesoldiging wat ingevolge hierdie klosule betaalbaar is, is die besoldiging vir „vier dae“ twee derdes van die weekloon.

(2) Die verlof genoem in subklosule (1) van hierdie klosule, moet geneem word op 'n tyd waaroer die werkewer en die werknemer onderling ooreenkoms; met dien verstaande dat sodanige verlof so toegestaan moet word dat dit ten einde loop binne twee maande na die datum waarop die tydperk van twaalf maande genoem in subklosule (1), geëindig het.

(3) Enige tydperk waarin 'n werknemer—

- (a) ooreenkomsdig die bepalings van hierdie klosule met verlof is; of
- (b) militêre opleiding ontvang; of
- (c) van die werk afwesig is op las of op versoek van die werkewer; of
- (d) van die werk afwesig is weens siekte of 'n bevalling; word vir die toepassing van subklosule (1) en (4) geag diens te wees;

met dien verstaande dat die bepalings van paragraaf (d) nie van toepassing is nie ten opsigte van—

- (i) enige tydperk van afwesigheid, weens siekte, vir meer as drie agtereenvolgende dae, as die werknemer, nadat die werkewer hom daartoe versoek het, versuim om aan die werkewer 'n sertifikaat van 'n geneeskundige praktisyn voor te lê waarin daar verklaar word dat hy weens siekte nie sy werk kon doen nie; of
- (ii) enige totale tydperk van afwesigheid gedurende enige twaalf maande diens wat meer as dertig dae beloop.

(4) By diensbeëindiging moet die werkewer aan 'n werknemer sy volleloon betaal—

- (a) ten opsigte van enige tydperk van verlof wat hom toekom maar wat nie voor die datum van diensbeëindiging toegestaan is nie; en
- (b) vir een en een-derde dag ten opsigte van elke voltooide maand diens by die werkewer na die datum waarop hy laas op verlof geregtig geword het ooreenkomsdig die bepalings van subklosule (1), en hierdie loon moet ook betaal word in die geval van 'n werknemer wat vir minder as 12 maande in diens was na die datum waarop sy diens begin het.

(5) Die werkewer moet aan 'n werknemer aan wie verlof ooreenkomsdig hierdie klosule toegestaan is, sy loon ten opsigte van die verloftydperk betaal voor of op die laaste werkdag voordat genoemde tydperk 'n aangang neem.

(6) Enige bedrag wat ingevolge subklosule (4) of subklosule (5) aan 'n werknemer betaal word, word bereken op die besoldiging wat die werknemer ontvang het onmiddellik voor die datum waarop die verloftydperk aangebreek het of sy diens beëindig is, na gelang van die geval.

(7) Vir die toepassing van hierdie klosule word diens geag te begin vanaf—

- (a) die datum waarop die werknemer by die werkewer in diens getree het; of
- (b) die datum waarop die werknemer laas op verlof geregtig geword het; naamlik die laaste datum.

#### 11. AFLEWERINGS OP SONDAE EN OPENBARE VAKANSIEDAE.

Tensy die skriftelike toestemming van die Raad vooraf verky is, word geen werkewer of werknemer toegelaat om brood en/of banket op Sondag of 'n openbare vakansiedag af te lever of te verskaf nie.

## 12. PROPORTION OR RATIO OF EMPLOYEES.

(1) An employer shall not employ a baker or a confectioner unless a foreman is employed in the respective section and such foreman shall be present and on duty during the working period of each shift; provided that an employer who is actively engaged in carrying out the duties of a foreman in his establishment may for the purposes of this clause be deemed to be a foreman.

(2) There shall be employed in each establishment one journeyman in the baking section of the industry before a learner may be employed in that section, and for every such journeyman there may be employed not more than one such learner.

(3) There shall be employed in each establishment one confectioner or pastrycook before a learner may be employed and for every confectioner or pastrycook there may be employed not more than one learner.

(4) There shall be employed in each establishment a foreman confectioner or a confectioner before an adult general assistant may be employed and not more than one adult general assistant may be employed for each foreman confectioner or confectioner employed.

(5) There shall be employed in each establishment three salesmen before a learner-salesman may be employed and not more than one such learner may be employed in such establishment.

## 13. EXEMPTIONS.

(1) The Council may grant exemptions from any of the provisions of this Agreement to or in respect of any person.

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

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

- (a) the full name of the person concerned;
  - (b) the period during which the exemption shall operate;
  - (c) the provisions of the Agreement from which exemption is granted;
  - (d) the conditions subject to which such exemption is granted.
- (4) The Secretary to the Council shall—
- (a) number consecutively all licences of exemption issued;
  - (b) retain a copy of each such licence, and forward a copy to the Divisional Inspector of Labour, Port Elizabeth;
  - (c) where exemption is granted to an employee forward a copy of the licence of exemption to the employer concerned.

## 14. TERMINATION OF EMPLOYMENT.

(1) Subject to the provisions of sub-clause (2) of this clause, not less than one week's notice, to take effect from the ordinary pay-day of the employee, shall be given by an employer or an employee to terminate the contract of service; provided that this shall not affect—

- (a) the right of an employer or employee to terminate the contract of service without notice for any good cause recognised by law as sufficient;
- (b) any agreement between the employer and employee providing for a longer period of notice than one week; and provided further that an employer may pay to an employee wages at the rate prescribed for his class in lieu of the prescribed or agreed period of notice.

(2) The provisions of this clause shall not apply to jobbers.

(3) An employer or his employee shall be entitled to terminate the contract of service without notice by paying or forfeiting, as the case may be, one week's pay in lieu of such notice.

(4) The period of notice prescribed by this clause shall not run concurrently with and shall not be given during any period of annual leave granted in terms of clause 10 nor sick leave in respect of which sick pay is paid in terms of clause 22 (6) (i) (a) nor during any period an employee is undergoing military training.

## 15. CERTIFICATES OF SERVICE.

(1) For the purpose of determining the wage that shall be paid to a learner every employer shall issue, free of charge, a certificate of service in the form of the Annexure to this Agreement to each of his learners at the time he leaves such employer's service.

All certificates issued by each employer shall be numbered consecutively, and a duplicate copy of each certificate issued shall be retained by the employer.

## 12. GETALSVERHOUDING VAN WERKNEMERS.

(1) 'n Werkewer mag nie 'n bakker of 'n banketbakker in diens neem nie tensy 'n voorman in diens geneem is in die onderskeie afdelings, en sodanige voorman moet teenwoordig en op diens wees gedurende die werktyd van elke skof; met dien verstande dat 'n werkewer wat die pligte van 'n voorman in sy inrigting aktief uitvoer, vir die toepassing van hierdie klousule geag word 'n voorman te wees.

(2) In elke inrigting moet daar een vakman in diens wees in die bakafdeling van die nywerheid voordat 'n leerling in daardie afdeling in diens geneem mag word, en vir elke sodanige vakman mag daar nie meer as een sodanige leerling in diens geneem word nie.

(3) In elke inrigting moet daar een banketbakker of pasteibakker in diens wees voordat 'n leerling in diens geneem mag word, en vir elke banketbakker of pasteibakker mag daar nie meer as een leerling in diens geneem word nie.

(4) In elke inrigting moet daar 'n voorman-banketbakker of 'n banketbakker in diens wees voordat 'n volwasse algemene assistent in diens geneem mag word, en vir elke voorman-banketbakker of banketbakker wat in diens is, mag daar nie meer as een volwasse algemene assistent in diens geneem word nie.

(5) In elke inrigting moet daar drie verkopers in diens wees voordat 'n leerling-verkoper in diens geneem mag word, en nie meer as een sodanige leerling mag in sodanige inrigting in diens geneem word nie.

## 13. VRYSTELLINGS.

(1) Die Raad mag vrystelling van enigeen van die bepalings van hierdie Ooreenkoms aan of ten opsigte van enigeen verleen.

(2) Die Raad moet ten opsigte van enigeen aan wie vrystelling verleen word, die voorwaardes vasstel waarop sodanige vrystelling verleen word en die tydperk waarin sodanige vrystelling van krag is; met dien verstande dat die Raad, as hy dit dienstig ag en na een week skriftelike kennisgewing aan die betrokke persoon, enige vrystellingslisensie mag intrek hetsy die tydperk waarvoor vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elkeen aan wie vrystelling verleen is, 'n vrystellingslisensie uitreik wat hy ondersteken het en waarin die volgende genoem word:

- (a) Die volle naam van die betrokke persoon;
  - (b) die tydperk waarin die vrystelling van krag is;
  - (c) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
  - (d) die voorwaardes waarop sodanige vrystelling verleen word.
- (4) Die Sekretaris van die Raad moet—
- (a) alle vrystellingslisensies wat uitgerek word, agtereenvolgens nommer;
  - (b) 'n kopie van elke sodanige lisensie behou en 'n kopie daarvan aan die Afdelingsinspekteur van Arbeid, Port Elizabeth, stuur;
  - (c) waar vrystelling aan 'n werknemer verleen word, 'n kopie van die vrystellingslisensie aan die betrokke werkgewer stuur.

## 14. DIENSBEËINDIGING.

(1) Behoudens die bepalings van subklousule (2) van hierdie klousule, moet minstens een week, met ingang van die gewone betaaldag van die werknemer, vooraf aan 'n werkgewer of 'n werknemer kennis gege word dat die dienskontrak beëindig gaan word; met dien verstande dat hierdie bepaling nie—

- (a) die reg van 'n werkgewer of 'n werknemer om die dienskontrak om 'n regsgeldige rede sonder kennisgewing te beëindig, raak nie;
- (b) 'n ooreenkoms tussen die werkgewer en die werknemer waarin voorsiening gemaak word vir 'n langer tydperk van kennisgewing as een week, raak nie; en voorts met dien verstande dat 'n werkgewer aan 'n werknemer loon teen die voorgeskrewe skaal vir sy klas mag betaal in plaas daarvan om hom kennis te gee vir die tydperk soos voorgeskryf of soos ooreengekom.

(2) Die bepalings van hierdie klousule is nie op stukwerkers van toepassing nie.

(3) 'n Werkgewer of sy werknemer is daarop geregtig om die dienskontrak sonder kennisgewing te beëindig deur, in plaas van sodanige kennisgewing, een week se loon te betaal of prys te gee, na gelang van die geval.

(4) Die kennisgewingstydperk voorgeskryf by hierdie klousule, mag nie saamval nie met, en die kennis mag ook nie gege word nie gedurende 'n tydperk van jaarlikse verlof wat ooreenkomsdig die bepalings van klousule 10 verleen is of siekterverlof ten opsigte waarvan siekterverlofsbesoldiging ooreenkomsdig die bepalings van klousule 22 (6) (i) (a) betaal word of 'n tydperk waarin 'n werknemer militêre opleiding ontvang.

## 15. DIENSSERTIFIKATE.

(1) Ten einde die loon te bepaal wat aan 'n leerling betaal moet word, moet elke werkgewer 'n dienssertifikaat in die vorm soos in die Aanhangsel van hierdie Ooreenkoms voorgeskryf, gratis aan elkeen van sy leerlinge uitreik wanneer hy sodanige werkgewer se diens verlaat.

Alle sertifikate wat deur elke werkgewer uitgereik word, moet agtereenvolgens genommer word, en 'n duplikaatkopie van elke sertifikaat wat uitgereik word, moet deur die werkgewer behou word.

(2) An employer shall, before engaging an applicant for work as a learner require such applicant to produce such certificate of service issued in accordance with the provisions of sub-clause (1) of this clause or a certificate signed by the Secretary to the Council, specifying the length of previous experience, which shall be reckoned for the purpose of determining the wage payable to the applicant.

#### 16. OVERALLS AND PROTECTIVE CLOTHING.

An employer shall supply, launder and maintain in good condition free of charge any overalls and/or protective clothing which he may require his employees to wear or which by any law or regulation he may be compelled to provide his employees.

#### 17. EXPENSES OF THE COUNCIL.

For the purpose of meeting the expenses of the Council, each employer shall deduct threepence per week or such lesser amount as the Council may from time to time determine from the earnings of each of his employees for whom wages are prescribed in this Agreement. To the amount so deducted the employer shall add a like amount and forward month by month and not later than the seventh day of each month, the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

#### 18. ADMINISTRATION OF AGREEMENT.

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

#### 19. PERSONS UNDER THE AGE OF FIFTEEN YEARS.

No employer shall employ any person under the age of fifteen years.

#### 20. AGENTS.

The Council shall appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

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

#### 21. TRADE UNION SUBSCRIPTION.

An employer shall upon the written request of an employee deduct from the wages of that employee the amount of the employee's trade union subscription and hand it to the official appointed by the trade union to receive it.

#### 22. SICK BENEFIT FUND.

(1) There is hereby established a fund which shall be known as the "Baking Industry Sick Benefit Fund" (hereinafter referred to as "the fund"). The fund shall incorporate all assets and liabilities of the fund established under the Agreement of the Council published in the Schedule to Government Notice No. 842, dated 22nd April, 1955.

(2) The object of the fund shall be the provision of medical, pharmaceutical and sick pay benefits to employees in the Baking Industry, in the Municipal Areas of Port Elizabeth, Uitenhage and Walmer, for whom wages are prescribed in this Agreement, during periods of illness.

(3) The fund shall be administered by the Council, which shall make, amend and alter rules not being inconsistent with this Agreement or the Act governing the administration of the Fund. Copies of the rules of any amendments thereto shall be lodged with the Secretary for Labour.

(4) All employees for whom wages are prescribed in this Agreement shall become members of the fund and shall be classified in the following groups:—

Group 1: Employees earning £1. 10s. 0d. or less per week.

Group 2: Employees earning over £1. 10s. 0d. per week and up to and including £2. 10s. 0d. per week.

Group 3: Employees earning over £2. 10s. 0d. per week.

(5) (a) Contributions.—Each employer shall on each pay day deduct from the wages of each employee, the following amounts hereinafter referred to as "contributions":—

Group 1: The sum of 6d.

Group 2: The sum of 7d.

Group 3: The sum of 9d.

(b) To the aggregate of the amounts deducted, the employer shall add a like amount and forward not later than the seventh day of the following month the total sum, together with a statement in such form as the Council may from time to time prescribe to the Secretary of the Council, P.O. Box 3051, Port Elizabeth.

(2) 'n Werkewer moet, voordat hy 'n applikaat as 'n leerling in diens neem, van sodanige applikaat vereis om sodanige diensiertsifikaat wat ooreenkomsdig die bepalings van subklousule (1) van hierdie klousule uitgereik is of 'n sertifikaat onderteken deur die Sekretaris van die Raad, te toon waarin die lengte van sy vorige diens gespesifieer word, wat in aanmerking geneem moet word by die bepaling van die loon wat aan die applikaat betaalbaar is.

#### 16. OORPAKKE EN BESKERMENDE KLERE.

'n Werkewer moet alle oorpakke en/of beskermende klerke wat hy mag vereis dat sy werkemers moet dra of wat hy ingevolge enige wet of regulasie verplig is om aan sy werkemers te verskaf, gratis lewer, was en stryk en in 'n goeie toestand hou.

#### 17. ONKOSTE VAN DIE RAAD.

Ten einde die onkoste van die Raad te bestry, moet elke werkewer drie pennies per week of dié kleiner bedrag wat die Raad van tyd tot tyd mag bepaal, van die loon van elkeen van sy werkemers aftrek vir wie lone in hierdie Ooreenkoms voorgeskrif word. By die bedrag aldus afgetrek, moet die werkewer 'n bedrag voeg wat daarvan gelykstaan en die totale bedrag maand vir maand en voor of op die sewende van elke maan aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

#### 18. UITVOERING VAN OOREENKOMS.

Die Raad is die liggaam wat verantwoordelik is vir die uitvoering van hierdie Ooreenkoms, en hy mag menings wat nie met die bepalings hiervan onbestaanbaar is nie, uitspreek vir die leiding van werkgewers en werkemers.

#### 19. PERSONE ONDER DIE LEEFTYD VAN 15 JAAR.

Geen werkewer mag enigeen enigeen onder die leeftyd van 15 jaar in diens neem nie.

#### 20. AGENTE.

Die Raad moet een of meer gespesifieerde persone as agente aangestel om te help met die uitvoering van die bepalings van hierdie Ooreenkoms.

'n Agent mag enige inrigting betree en enige werkewer of werkemmer ondervra en die registers van die lone wat betaal is en die tyd wat gewerk is, ondersoek met die doel om vas te stel of die bepalings van hierdie Ooreenkoms nagekom word.

#### 21. LEDEGELD VIR VAKVERENIGING.

'n Werkewer moet, op die skriftelike versoek van 'n werkemmer, die bedrag wat daardie werkemmer as ledegeld aan die vakvereniging moet betaal, van sodanige werkemmer se loon aftrek en dit oorhandig aan die beampete wat deur die vakvereniging aangestel is om dit te ontvang.

#### 22. SIEKTEBYSTANDSFONDS.

(1) Hierby word 'n fonds gestig wat bekend sal staan as die „Siektebystandsfonds van die Baknywerheid" (hieronder die „fonds" genoem). Al die bates en laste van die fonds wat gestig is by die Ooreenkoms van die Raad wat in die Bylee van Goewermentskennisgiving No. 842 van 22 April 1955 gepubliseer is, word in die fonds opgeneem.

(2) Die doel van die fonds is om gedurende tydperke van siekte geneeskundige, farmaseutiese en siekteroverlofvoordele te verskaf aan werkemers in die Baknywerheid in die munisipale gebiede van Port Elizabeth, Uitenhage en Walmer, vir wie lone by hierdie Ooreenkoms voorgeskrif word.

(3) Die fonds word gadministreer deur die Raad, wat reëls wat nie onbestaanbaar met hierdie Ooreenkoms of met die Wet is nie, in verband met die administrasie van die fonds moet maak, wysig of verander. Kopieë van die reëls en van die wysigings daarvan moet by die Sekretaris van Arbeid ingedien word.

(4) Alle werkemers vir wie lone in hierdie Ooreenkoms voorgeskrif word, moet lede van die fonds word en moet in die volgende groepe ingedeel word:—

Groep 1: Werkemers wat £1. 10s. of minder per week verdien;

Groep 2: Werkemers wat £1. 10s. of minder per week verdien;

Groep 3: Werkemers wat meer as £1. 10s. per week en tot en met £2. 10s. per week verdien;

Groep 4: Werkemers wat meer as £2. 10s. per week verdien.

(5) (a) Bydraes.—Elke werkewer moet op elke betaaldag die volgende bedrae—hieronder die „bydraes" genoem—van die loon van elke werkemmer aftrek:—

Groep 1: Die bedrag van 6d.

Groep 2: Die bedrag van 7d.

Groep 3: Die bedrag van 9d.

(b) By die totaal van die bedrae aldus afgetrek, moet die werkewer 'n bedrag voeg wat daarvan gelykstaan en die totale bedrag, tesame met 'n staat in die vorm wat die Raad van tyd tot tyd mag voorskryf, voor of op die sewende dag van die daaropvolgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur.

(6) (i) *Sick Pay.*—Subject to the provisions of sub-clause (9) the Council shall on receipt from an employee of a certificate issued by a medical officer appointed by the Council certifying that such employee is incapable of working due to illness, pay to such employee sick pay at the rate of 60 per cent of the employee's earnings in respect of each day of absence, provided that—

(a) benefits shall be paid for 36 working days only subject to the right of the Council to grant extended benefits beyond this period at its discretion;

(b) each certificate issued by a medical officer shall have a currency of seven days from the date of issue, provided that the Council may, in the event of a lengthy illness, accept the certificate of the medical officer appointed by the Council for such longer period as it may determine;

(c) the term "day" means an ordinary day which would have been worked by the employee (regardless of short-time or overtime), had he not been absent from work through illness;

and provided further that no sick pay benefits shall be paid—

(d) to an employee who has contributed for less than four weeks;

(e) to an employee whose illness, affliction or disease is, in the opinion of the Council attributable to misconduct or excessive indulgence in intoxicating liquors or drugs;

(f) in respect of a statutory public holiday or in respect of any portion of annual leave for which an employee received holiday pay in terms of clause 10 of this Agreement;

(g) in respect of any illness in respect of which the employee is in receipt of compensation in terms of the Workmen's Compensation Act, 1941;

(h) in respect of confinements during the period four weeks prior to, and eight weeks subsequent to the date of confinement, during which a contributor is entitled to benefit under the Factories, Machinery and Building Work Act, 1941;

(ii) No sick pay shall be paid to a contributor who is unemployed, provided that a contributor whose employment is terminated during the period in which he is receiving sick pay, shall continue to be paid sick pay in terms of sub-clause (i) hereof.

(iii) In the event of an unemployed contributor obtaining further employment on the Baking and Confectionery Industry within a period of four weeks from the date of such contributor becoming unemployed, he shall for the purposes of this clause be deemed to have been continuously employed. In the event of an unemployed contributor re-entering the Industry after the expiration of such period of four weeks he shall be considered to be a new employee in the Industry for the purpose of this fund.

(7) *Medical and Pharmaceutical Benefits.*—An employee shall be entitled to—

- (i) general medical attention from a medical officer appointed by the Council (hereinafter referred to as "the medical officer");
- (ii) injections, excluding vaccination and preventative injections, administered by the medical officer;
- (iii) supplies of medicines, ointments, bandages and lotions from a pharmacy appointed by the Council on the authority of a prescription signed by the medical officer.

The cost of medical attention and pharmaceutical supplies shall be paid by the Council on presentation of satisfactory accounts from the medical officer and pharmacist appointed by the Council.

(8) *Identification Cards.*—(a) Every contributor shall, after he has contributed for four weeks, be supplied with an identification card printed in such form as the Council may from time to time direct. Such cards shall be signed by the Secretary of the fund and shall certify that the employee is a member and is entitled to medical and pharmaceutical benefits.

Notwithstanding anything to the contrary contained in the Agreement, a contributor shall not be entitled to medical or pharmaceutical benefits, unless he is in possession of, and produces to the medical officer or pharmacist appointed by the Council an identification card duly completed and signed in terms of this sub-clause and no medical officer or pharmacist shall provide any person with medical attention or pharmaceutical products in terms of the Agreement, unless such person produces to such medical officer or pharmacist an identification card as provided for in this sub-clause.

(b) Upon leaving the service of his employer, a contributor shall surrender his identification card to his employer, who shall forthwith forward the card to the Secretary of the Council.

(c) In the event of the employee obtaining further employment in the Baking and Confectionery Industry within a period of four weeks after leaving the Industry, the Secretary shall forthwith issue him with a new identification card in terms of sub-clause (a) hereof.

(9) Payments in terms of sub-clause (3) of this clause shall be suspended if the funds available for that purpose fall below £50 and shall not recommence until such funds exceed £100.

(6) (i) *Siekteverlofbesoldiging.*—Behoudens die bepalings van subklousule (9), moet die Raad, wanneer hy van 'n werknemer 'n sertifikaat ontvang wat deur 'n geneeskundige beampte, deur die Raad aangestel, uitgereik is en waarin gesertifiseer word dat sodanige werknemer weens siekte nie in staat is om te werk nie, aan sodanige werknemer siekteverlofbesoldiging teen 60 persent van die werknemer se verdienste betaal, ten opsigte van elke dag van afwesigheid; met dien verstande dat—

(a) voordele slegs vir 36 werkdae betaal word behoudens die reg van die Raad om, na sy goedvindie, die voordele vir 'n langer tydperk toe te staan;

(b) elke sertifikaat uitgerik deur 'n geneeskundige beampte, vir sewe dae vanaf die datum van uitreiking geldig is; met dien verstande dat die Raad, in die geval van 'n langdurige siekte, die sertifikaat van die geneeskundige beampte wat deur die Raad aangestel is, vir 'n langer tydperk, soos hy mag bepaal, mag aanneem;

(c) die woord "dag" 'n gewone dag beteken waarop die werknemer (afgesien van korttyd of oortyd) sou gewerk het as hy nie weens siekte van sy werk afwesig was nie; en voorts met dien verstande dat geen siekteverlofvoordele betaal word nie—

(d) aan 'n werknemer wat vir minder as vier weke bygedra het;

(e) aan 'n werknemer wie se ongesteldheid, gebrek of siekte na die mening van die Raad toegeskryf kan word aan wangedrag of aan die oormatige gebruik van bedwelmende drank of verdowingsmiddels;

(f) ten opsigte van 'n wetteregtelike openbare vakansiedag of ten opsigte van 'n deel van die jaarlike verlof waarvoor 'n werknemer verlofbesoldiging ooreenkomsdig die bepalings van klousule 10 van hierdie Ooreenkoms ontvang het;

(g) ten opsigte van enige ongesteldheid waaroor die werknemer vergoeding ontvang ooreenkomsdig die bepalings van die Ongevallewet, 1941;

(h) ten opsigte van bevallings, vir die tydperk vier weke voor en agt weke na die datum van bevalling, waarin 'n bydraer kragtens die bepalings van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, op voordele geregting is.

(ii) Geen siekteverlofbesoldiging word aan 'n bydraer wat werkloos is, betaal nie; met dien verstande dat daar aan 'n bydraer wie se diens beëindig word gedurende die tydperk waarin hy siekteverlofbesoldiging ontvang, nog siekteverlofbesoldiging ingevolge subklousule (i) hiervan moet betaal word.

(iii) Ingeval 'n werknemer wat werkloos is, binne 'n tydperk van vier weke vanaf die datum waarop sodanige bydraer werkloos geword het, weer werk in die Bak- en Banketnywerheid vind, word hy vir die toepassing van hierdie klousule geag onafgebroke diens te gewees het. Ingeval 'n bydraer wat werkloos is, weer tot die Nywerheid toetree na verloop van sodanige tydperk van vier weke, word hy vir die doeleindes van hierdie fonds geag 'n nuwe werknemer in die Nywerheid te wees.

(7) *Geneeskundige en farmaceutiese voordele.*—'n Werknemer is geregting op—

(i) algemene geneeskundige hulp van 'n geneeskundige beampte wat deur die Raad aangestel is (hieronder die "geneeskundige beampte" genoem);

(ii) inspuittings, uitgesondert entstof- en siekteleorkomings-inspuittings, deur die geneeskundige beampte toegedien;

(iii) die verkryging, by 'n apteek wat die Raad aangewys het, van medisyne, salf, verbande en wasmiddels op gesag van 'n voorskrif onderteken deur die geneeskundige beampte.

Die koste van geneeskundige hulp en farmaceutiese voorrade word deur die Raad betaal by levering van bevredigende rekenings deur die geneeskundige beampte en die apteker wat die Raad aangestel het.

(8) *Identifikasiekarte.*—(a) Elke bydraer moet, nadat hy vier weke lank bygedra het, voorsien word van 'n identifikasiekart gedruk in die vorm wat die Raad van tyd tot tyd mag voorskryf. Sodanige kaarte moet onderteken word deur die Sekretaris van die fonds en daarin moet gesertifiseer word dat die werknemer 'n lid is en geregting is op geneeskundige en farmaceutiese voordele.

Ondanks andersluidende bepalings in hierdie ooreenkoms, is 'n bydraer nie op geneeskundige of farmaceutiese voordele geregting nie tensy hy in besit is van 'n identifikasiekart wat behoorlik ingeval en ooreenkomsdig die bepalings van hierdie subklousule onderteken is en sodanige kaart toon aan die geneeskundige beampte of die apteker wat deur die Raad aangestel is, en geen geneeskundige beampte of apteker mag geneeskundige hulp of farmaceutiese produkte ooreenkomsdig die bepalings van hierdie Ooreenkoms aan iemand verskaf nie tensy sodanige persoon aan sodanige geneeskundige beampte of apteker 'n identifikasiekart toon soos dié voorgeskryf in hierdie subklousule.

(b) Wanneer 'n bydraer die diens van sy werkgewer verlaat, moet hy sy identifikasiekart aan sy werkgewer oorhandig, wat dit dadelik aan die Sekretaris van die Raad moet stuur.

(c) Ingeval die werknemer weer werk in die Bak- en Banketnywerheid vind binne 'n tydperk van vier weke nadat hy die Nywerheid verlaat het, moet die Sekretaris dadelik 'n nuwe identifikasiekart ingevolge die bepalings van subklousule (a) hiervan aan hom uitrek.

(9) Betalings ingevolge subklousule (3) van hierdie klousule word gestaak as die fondse wat vir daardie doel beskikbaar is, daal tot minder as £50 en word nie hervat nie totdat sodanige fondse meer as £100 bedra.

(10) Should at any time a dispute as to the provisions of the rules or of the administration of the Fund arise in regard to which members of the Council are equally divided and no agreement is arrived at, such dispute shall be referred to an arbitrator agreed upon by them, or failing agreement, nominated by the Minister of Labour. The arbitrator's decision shall be final.

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

(12) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending on the 30th June of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor(s) of the Council who shall be a public accountant(s) and shall within three months after the close of the period to which it relates, be transmitted to the Industrial Registrar, together with any report made thereon by the said auditor(s). A copy of the annual accounts and balance sheet shall be available for inspection by members of the fund.

(13) In the event of the dissolution of the Council or in the event of it ceasing to function during any period in which this Agreement is binding in terms of section *thirty-four* (2) of the Act, members of the Council existing at the date on which the Council ceased to function or is dissolved, shall constitute a Management Committee which shall continue to administer the Fund; provided, however, that any vacancy occurring on the Committee may be filled by the Minister from the employers or the employees in the Industry as the case may be so as to ensure an equality of employer and employee representatives and of alternates in the membership of the Committee.

In the event of such Committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Minister, he may appoint a trustee or trustees to carry out the duties of the Committee and who shall possess all the powers of the Committee for such purpose. Upon the expiration of this Agreement, the Fund shall be liquidated by the Committee or the trustees, as the case may be, in the manner set forth in sub-section (14) of this section, and if upon such expiration the affairs of the Council have already been wound up and its assets distributed, the balance of this Fund shall be distributed as provided for in section *thirty-four* (4) of the Act as if it formed part of the general funds of the Council.

(14) In the event of the expiry of this Agreement through effluxion of time or cessation for any other cause, the Fund shall continue to be administered by the Council until such Fund shall be liquidated or until transferred to a fund duly constituted for the same purpose for which the original Fund was created.

### 23. TIMES OF DELIVERY.

(1) No bread, cakes or other goods shall be delivered to any buyer and no deliveries made by van or other conveyance for any purpose whatsoever earlier than 6.30 a.m. daily, this to be the time of departure from the premises of the employer.

(2) No deliveries of bread, cakes or other goods shall be made and no van or other conveyance shall be utilised for deliveries after 4.30 p.m. daily, provided that the provisions of this sub-clause shall not apply—

(i) in respect of deliveries made on a Saturday when the Monday immediately following such Saturday is a statutory public holiday;

(ii) in respect of deliveries made on a Friday, when the Saturday immediately following such Friday is a statutory public holiday;

(iii) in respect of deliveries made on the day immediately prior to Christmas Day, when Christmas Day falls on any day of the week excluding a Saturday, Sunday or a Monday.

(3) No bread shall be sold before 6.30 a.m. daily.

This Agreement signed on behalf of the parties this 30th day of May, 1960, at Port Elizabeth.

M. M. BRITO,  
Chairman of the Council.

C. F. TERBLANCHE,  
Vice-Chairman of the Council.

A. S. YOUNG,  
Secretary of the Council.

(10) Indien daar te eniger tyd 'n geskil ontstaan omtrent die bepalings van die reëls of omtrent die administrasie van die fonds ten opsigte waarvan die lede van die Raad gelykop stem en tot geen ooreenkoms geraak nie, moet sodanige geskil verwys word na 'n arbiter oor wie hulle ooreenkom of, as hulle nie kan ooreenkome nie, wat deur die Minister van Arbeid benoem word. Die arbiter se beslissing is final.

(11) Alle gelde wat die Raad as surplus vir sy vereistes beskou, kan by 'n bank of geregistreerde bouvereniging gedeponeer word of kan in Unieleningertifikate belê word mits voldoende geld in so 'n likwiede vorm gehou word dat die Raad in staat sal wees om sy aanspreeklikhede na te kom soöra so 'n eis aan hom gestel word.

(12) Die Raad moet volledige en suiwer rekenings van die fonds laat hou en moet 'n jaarrekening vir die tydperk eindigende 30 Junie elke jaar, van al die inkomste en uitgawes van die fonds en 'n staat wat die bates en laste van die fonds aantoon, laat opstel. Al sulke rekenings en state moet gesertifiseer word deur die ouditeur/ouditeurs van die Raad, wat 'n openbare rekenmeester/rekenmeesters moet wees, en sodanige rekenings en state moet saam met alle verslae daaroor deur genoemde ouditeur/ouditeurs binne drie maande na verloop van die tydperk waarop dit betrekking het, aan die Nywerheidsregister gestuur word. 'n Kopie van die jaarrekenings en balansstaat moet beskikbaar wees vir ondersoek deur lede van die fonds.

(13) Ingeval die Raad onbind word of ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms ingevolge die bepalings van artikel *vier-en-dertig* (2) van die Wet bindend is, maak die lede van die Raad wat bestaan op die datum waarop die Raad ophou om te funksioneer of onbind word, 'n bestuurskomitee uit wat moet aanhou om die fonds te adminstreer; met dien verstande egter dat 'n vakature wat in die komitee ontstaan, deur die Minister gevul mag word uit die gelede van die werkgewers of die werknemers in die Nywerheid, na gelang van die geval, ten einde 'n gelyke getal werkgewers- en werknemersverteenvoerders en plaasvervangende lede in die ledetal van die komitee te verseker.

Ingeval sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of voor 'n dooie punt te staan kom wat, na die mening van die Minister, die administrasie van die fonds ondoenlik of onwenslik maak, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee of trustees het al die bevoegdhede van die komitee vir sodanige doel. By die verstryking van hierdie Ooreenkoms, moet die fonds deur die komitee of die trustees, na gelang van die geval, gelikwider word op die manier uiteengesit in subartikel (14) van hierdie artikel, en as die sake van die Raad by sodanige verstryking alreeds gelikwider en sy bates verdeel is, moet die saldo van hierdie fonds ooreenkostig die bepalings van artikel *vier-en-dertig* (4) van die Wet verdeel word asof dit deel van die algemene fondse van die Raad uitgemaak het.

(14) Ingeval hierdie Ooreenkoms verval weens verloop van tyd of weens enige ander oorsaak ophou om te bestaan, moet die fonds nog deur die Raad geadminstreer word totdat sodanige fonds gelikwider of oorgeplaas is na 'n fonds wat behoorlik ingestel is vir dieselfde doel as die waarvoor die oorspronklike fonds in die lewe geroep is.

### 23. AFLEWERINGSTYE.

(1) Geen brood, koek of ander goedere mag voor 6.30 v.m. daagliks—die tyd van vertrek vanaf die perseel van die werkewer—aan enige koper afgelewer word nie, en geen afleverings vir enige doel mag voor daardie tyd per bestelwa of ander voertuig uitgevoer word nie.

(2) Na 4.30 nm. daagliks mag geen brood, koek of ander goedere afgelewer en geen bestelwa of ander voertuig vir afleverings gebruik word nie; met dien verstande dat die bepalings van hierdie subklousule nie van toepassing is nie—

(i) ten opsigte van afleverings op 'n Saterdag, wanneer die Maandag wat onmiddellik op so'n Saterdag volg, 'n wettegeltelike openbare vakansiedag is;

(ii) ten opsigte van afleverings op 'n Vrydag, wanneer die Saterdag wat onmiddellik op so'n Vrydag volg, 'n wettegeltelike openbare vakansiedag is;

(iii) ten opsigte van afleverings op die dag onmiddellik voor Kersdag, wanneer Kersdag op enige dag van die week, uitgesonderd 'n Saterdag, Sondag of Maandag, val.

(3) Geen brood mag voor 6.30 v.m. daagliks verkoop word nie.

Hierdie Ooreenkoms is namens die partye te Port Elizabeth onderteken op hede die 30ste dag van Mei 1960.

M. M. BRITO,  
Voorsitter van die Raad.

C. F. TERBLANCHE,  
Ondervorsitter van die Raad.

A. S. YOUNG,  
Sekretaris van die Raad.

No. 1823.]

[11 November 1960.

FACTORIES, MACHINERY AND BUILDING WORK  
ACT, 1941, AS AMENDED.BAKING AND CONFECTIONERY INDUSTRY,  
PORT ELIZABETH AND UITENHAGE.

On behalf of the Minister of Labour, I, MARAIS VILJOEN, Deputy-Minister of Labour, in terms of subsection (1) of section *twenty-two* of the Factories, Machinery and Building Work Act, 1941, as amended, declare the provisions of the Agreement and notice relating to the Baking and Confectionery Industry, Port Elizabeth and Uitenhage, published under Government Notice No. 1822 of the 11th November, 1960, to be, on the whole, not less favourable to the persons whose hours of work and remuneration in respect of overtime, public holidays and work on Sundays and public holidays are regulated thereby, than the relative provisions of the said Act, as amended.

MARAIS VILJOEN,  
Deputy-Minister of Labour.

No. 1823.]

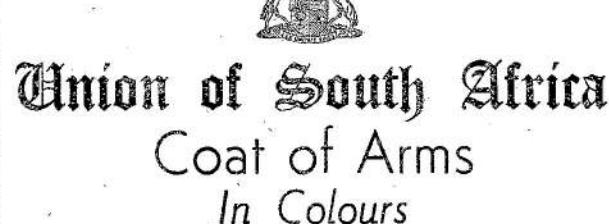
[11 November 1960.

WET OP FABRIEKE, MASJINERIE EN BOUWERK,  
1941, SOOS GEWYSIG.

## BAK- EN BANKETNYWERHEID, PORT ELIZABETH EN UITENHAGE.

Namens die Minister van Arbeid, verklaar ek, MARAIS VILJOEN, Adjunk-minister van Arbeid, kragtens subartikel (1) van artikel *twee-en-twintig* van die Wet op Fabrieke, Masjinerie en Bouwerk, 1941, soos gewysig, dat die bepalings van die Ooreenkoms en kennisgewing in verband met die Bak- en Banketnywerheid, Port Elizabeth en Uitenhage, gepubliseer by Goewermentskennisgewing No. 1822 van 11 November 1960, oor die algemeen vir persone wie se werkure en besoldiging ten opsigte van oortyd, openbare vakansiedae en werk op Sondae en openbare vakansiedae daarby gereel word, nie minder gunstig is nie as die ooreenstemmende bepalings van genoemde Wet, soos gewysig.

MARAIS VILJOEN,  
Adjunk-minister van Arbeid.

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1-6570

# REGISTERED COMPANIES AND TRADES OF PREMIUMS.

## NOTICE.

No. 1824.] [14 November 1960. MOTOR VEHICLE INSURANCE ACT, 1942 (ACT No. 29 of 1942), AS AMENDED.

DEPARTMENT OF TRANSPORT

GOVERNMENT NOTICE.

Vol. CCLVII PRICE 6d. PRETORIA, 14 NOVEMBER 1960. PRVS 6d. (No. 6570.)

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 Provincial Insurance Company, Limited.  
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B. J. SCHOEMAN,  
Minister of Transport.

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B. J. SCHOEMAN,  
Minister van Vervoer.

#### THE SCHEDULE.

#### TARIFF OF PREMIUMS.

##### PART I.

#### MOTOR VEHICLES REGISTERED IN THE UNION AND THE TERRITORY OF SOUTH WEST AFRICA.

Group Reference and Insurance Period.	Description and Classification of Motor Vehicles and their Manner and Purpose of Use.	Annual Premiums (to which must be added Stamp Duty).								
		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	*Area X.	*Area Y.	*Area Z.	*Other Areas.	*Area Z (I).	All Areas.
					£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1A.-1 Dec. to 30 Nov.	(1) Motor vehicles other than those owned by motor dealers in connection with their businesses as motor dealers and which are kept for sale or exchange  CARS (PRIVATE TYPE). All motor vehicles, including three-wheeled vehicles, fitted with a passenger-seating body originally designed and intended for the conveyance of not more than nine persons and not redesigned, altered or added to for the purpose of carrying goods; and all self-propelled caravans, fall within the group of "Cars (private type)" and are classified as follows according to manner and purpose of use:- <i>Private hire vehicles</i> .—"Cars (private type)" not falling within Group 1B "public hire vehicles" or within Group 1C "contract rental or hire-and-drive vehicles", used for conveying guests of an hotel or boarding-house or hired out..... <i>Public hire vehicles</i> .—"Cars (private type)" let on hire from a public place, including those fitted with a taxi-meter..... <i>Contract rental or hire-and-drive vehicles</i> .—"Cars (private type)" let on hire, otherwise than under a hire-purchase agreement, to any person who himself drives the vehicle or provides a driver therefor..... <i>Mourning coaches</i> .—"Cars (private type)" owned by an undertaker and used for the conveyance of persons for reward..... <i>Private vehicles</i> .—"Cars (private type)" not otherwise classified..... <i>Instruction vehicles</i> .—"Cars (private type)" used for the driving instruction of paying pupils.....	All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0
1B.-1 Dec. to 30 Nov.		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0
1C.-1 Dec. to 30 Nov.		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0
1D.-1 Dec. to 30 Nov.		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	5 15 0	6 10 0	8 10 0	7 0 0	8 10 0	7 10 0
1E.-1 May to 30 April.		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	5 15 0	6 10 0	8 10 0	7 0 0	8 10 0	7 10 0
1F.-1 May to 30 April.		All Registered Companies named at (B) and (C) (1) of the above Notice.	The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	5 15 0	6 10 0	8 10 0	7 0 0	8 10 0	7 10 0

		Annual Premiums (to which must be added Stamp Duty).					
Group Reference and Insurance Period.	Description and Classification of Motor Vehicles and their Manner and Purpose of Use.	All Registered Companies named at (B) and (C) (1) of the above Notice.			The Registered Company named at (C) (2) of the above Notice.		The Registered Company named at (C) (3) of the above Notice.
		*Area X.	*Area Y.	*Area Z.	*Other Areas.	*Area Z (1).	All Areas.
2A.-1 Dec. to 30 Nov.	<b>COMMERCIAL VEHICLES.</b> All motor vehicles, including three-wheeled vehicles, designed, altered or added to for the purpose of carrying goods fall within the group of "commercial vehicles" and are classified as follows, according to manner and purpose of use:— <i>Commercial vehicles</i> other than those described in Group 2B of which the makers' declared carrying capacity does not exceed 2,240 pounds weight used for carrying goods..... <i>Commercial vehicles</i> used by farmers (excluding nurserymen and market gardeners) in connection with their businesses as farmers, but excluding house-to-house distribution of goods..... <i>Commercial vehicles</i> other than those described in Group 2B of which the makers' declared carrying capacity exceeds 2,240 pounds weight used for carrying goods..... <i>Commercial vehicles</i> other than those described in Group 2B of which the makers' declared carrying capacity exceeds 2,240 pounds weight but is under 11,200 pounds weight, used for carrying goods..... <i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for conveyance of persons for reward, are subject to additional premiums as follows for all registered companies named at (B) and (C) (1) of the above Notice:— <i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (2) of the above Notice:— <i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (3) of the above Notice:— <b>PASSENGER SERVICE VEHICLES.</b> All motor vehicles, except those falling within the group of "Cars (private type)", constructed for and used for the conveyance of persons with or without goods, and all trackless trolley omnibuses and trackless trams, fall within the group of "Passenger Service Vehicles" and are classified as follows, according to manner and purpose of use:— <i>Passenger service vehicles</i> used solely for the conveyance for reward of persons and goods to and from school irrespective of number of passengers..... <i>Passenger service vehicles</i> used for the conveyance for reward of persons and goods, including to and from school, and designed for the conveyance of more than eleven persons.....	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
2B.-1 Dec. to 30 Nov.	6 15 0	7 15 0	12 5 0	5 10 0	12 10 0	10 0 0	10 0 0
2C.-1 Dec. to 30 Nov.	2 0 0	4 0 0	10 0 0	2 10 0	9 0 0	4 0 0	4 0 0
2C.-1 Dec. to 30 Nov.	12 0 0	12 15 0	23 15 0	10 0 0	25 0 0	—	—
2D.-1 Dec. to 30 Nov.	—	—	—	—	—	20 0 0	20 0 0
2D.-1 Dec. to 30 Nov.	<i>Area X.</i> £ s. d. (a) For 12 months 7 10 0 or (b) Per occasion not exceeding one day..... 0 15 0 <i>Area Y.</i> £ s. d. (a) For 12 months 8 15 0 (b) Per occasion not exceeding one day..... 0 17 6 <i>Area Z.</i> £ s. d. (a) For 12 months 10 0 0	£ s. d. 8 15 0	£ s. d. 10 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0
2D.-1 Dec. to 30 Nov.	<i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (2) of the above Notice:— <i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (3) of the above Notice:— <i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (3) of the above Notice:— <i>Commercial vehicles</i> of which the makers' declared carrying capacity is 11,200 pounds weight or over.....	£ s. d. 10 0 0	£ s. d. 15 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0
2D.-1 Dec. to 30 Nov.	<i>Other Areas.</i> £ s. d. (a) For 12 months..... 10 0 0 <i>Area Z (1).</i> £ s. d. (b) Per occasion not exceeding one day..... 1 0 0	£ s. d. 15 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0	£ s. d. 1 0 0
2E.-1 Dec. to 30 Nov.	<i>Commercial vehicles</i> falling within Groups 2A, 2B and 2C used for the conveyance of persons for reward, are subject to additional premiums as follows for the registered company named at (C) (3) of the above Notice:— <i>Commercial vehicles</i> of which the makers' declared carrying capacity is 11,200 pounds weight or over.....	£ s. d. 18 0 0	£ s. d. 2 10 0	£ s. d. 2 10 0	£ s. d. 2 10 0	£ s. d. 2 10 0	£ s. d. 30 0 0
3A.-1 Dec. to 30 Nov.	<b>PASSENGER SERVICE VEHICLES.</b> All motor vehicles, except those falling within the group of "Cars (private type)", constructed for and used for the conveyance of persons with or without goods, and all trackless trolley omnibuses and trackless trams, fall within the group of "Passenger Service Vehicles" and are classified as follows, according to manner and purpose of use:— <i>Passenger service vehicles</i> used solely for the conveyance for reward of persons and goods to and from school irrespective of number of passengers..... <i>Passenger service vehicles</i> used for the conveyance for reward of persons and goods, including to and from school, and designed for the conveyance of more than eleven persons.....	£ s. d. 10 0 0	£ s. d. 15 0 0	£ s. d. 20 0 0	£ s. d. 12 10 0	£ s. d. 20 0 0	£ s. d. 18 0 0
3B.-1 Dec. to 30 Nov.	23 5 0	30 0 0	130 0 0	35 0 0	130 0 0	100 0 0	100 0 0

Group Reference and Insurance Period.	Description and Classification of Motor Vehicles and their Manner and Purpose of Use.	Annual Premiums (to which must be added Stamp Duty).					The Registered Company named at (C) (3) of the above Notice.
		All Registered Companies named at (B) and (C) (1) of the above Notice.		The Registered Company named at (C) (2) of the above Notice.		All Areas.	
*Area X.	*Area Y.	*Area Z.	*Other Areas.	*Area Z (I).	£ s. d.	£ s. d.	£ s. d.
3C.-1 May to 30 April.	<i>Passenger service vehicles</i> designed primarily for the conveyance of persons and not used for the conveyance of persons or goods for reward irrespective of number of passengers.....	10 0 0	15 0 0	20 0 0	10 0 0	20 0 0	15 0 0
3D.-1 Dec. to 30 Nov.	<i>Passenger service vehicles</i> used for the conveyance for reward of persons and goods, including to and from school, and designed for the conveyance of not more than eleven persons.....	11 5 0	25 0 0	28 5 0	16 0 0	30 0 0	20 0 0
4A.-1 March to last day of February.	<b>MOTOR CYCLES.</b> <i>Motor cycles</i> with engine capacity exceeding 50 c.c. (with or without side-car) used for the conveyance for reward of persons or goods.....	2 0 0	3 10 0	5 5 0	1 10 0	5 10 0	6 10 0
4B.-1 March to last day of February.	<i>Motor cycles</i> with engine capacity exceeding 50 c.c. (with or without side-car) not used for the conveyance for reward of persons or goods.....	2 0 0	3 10 0	5 5 0	3 0 0	4 0 0	4 0 0
4C.-1 March to last day of February.	<i>Motor cycles</i> with engine capacity not exceeding 50 c.c. (with or without side-car) irrespective of use.....	1 0 0	1 0 0	1 0 0	1 0 0	1 10 0	2 0 0
6.-1 Dec. to 30 Nov.	<b>HEARSSES.</b> <i>Hearses</i> when used as such.....	3 0 0	3 0 0	3 0 0	3 0 0	3 0 0	2 0 0
7.-1 Dec. to 30 Nov.	<b>AMBULANCES.</b> <i>Ambulances</i> when used as such.....	10 0 0	15 0 0	20 0 0	10 0 0	20 0 0	12 0 0
8.-1 Dec. to 30 Nov.	<b>TRACTORS, ETC.</b> <i>Tractors, sanitary and refuse removal vehicles, cleansing vehicles, water carrying and water spraying vehicles, road graders, road scarifiers, road sprayers, road sweepers, tower wagons, mobile cranes, excavators, and traction engines,</i> when used as such.....	1 0 0	1 0 0	3 10 0	1 10 0	3 10 0	1 10 0
9.-1 Dec. to 30 Nov.	<b>FIRE BRIGADE VEHICLES.</b> Motor vehicles of any type, other than ambulances, trailers and motor cycles, used by fire brigades in connection with their businesses.....	3 0 0	3 0 0	20 0 0	10 0 0	20 0 0	4 0 0
10A.-1 Dec. to 30 Nov.	<b>TRAILERS.</b> All vehicles without means of self-propulsion [excluding "semi-trailers" as defined in paragraph (2) (iv) of Part III] designed for attachment to self-propelled vehicles, except a side-car attached to a motor cycle.....	10 0 0	1 0 0	1 0 0	1 0 0	2 0 0	2 0 0
10A.-1 Dec. to 30 Nov.	All vehicles without means of self-propulsion [excluding "semi-trailers" as defined in paragraph (2) (iv) of Part III] designed for attachment to self-propelled vehicles, except a side-car attached to a motor cycle (i) Carrying capacity not exceeding 16,200 pounds weight.....	10 0 0	1 0 0	1 0 0	1 0 0	2 10 0	2 10 0
10B.-1 Dec. to 30 Nov.	(ii) Carrying capacity exceeding 16,200 pounds weight.....	0 15 0	0 17 6	1 0 0		0 5 10 0	0 5 10 0
10B.-1 Dec. to 30 Nov.	Trailers falling within Group 10A used for the conveyance of persons for reward are subject to <i>additional premiums</i> as follows for all registered companies named at (B) and (C) (1) of the above Notice:	<i>Area X.</i> £ s. d.		<i>Area Y.</i> £ s. d.	<i>Area Z.</i> £ s. d.		
	(a) For 12 months.....	7 10 0	8 15 0	10 0 0			
	or						
	(b) Per occasion not exceeding one day.....	0 15 0	0 17 6	1 0 0			
	Trailers falling within Group 10A irrespective of their weight or carrying capacity, used for the conveyance of persons for reward are subject to <i>additional premiums</i> as follows for the registered company named at (C) (2) of the above Notice:	<i>Other Areas.</i> £ s. d.		<i>Area Z (I).</i> £ s. d.			
	(a) For 12 months.....	10 0 0	15 0 0				
	or						
	(b) Per occasion not exceeding one day.....	1 0 0	1 10 0				

Group Reference and Insurance Period.	Description and Classification of Motor Vehicles and their Manner and Purpose of Use.	Annual Premiums (to which must be added Stamp Duty).					
		All Registered Companies named at (B) and (C) (1) of the above Notice.			The Registered Company named at (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.	
		*Area X.	*Area Y.	*Area Z.	*Other Areas.	*Area Z (1).	All Areas.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
10B.—1 Dec. to 30 Nov.	Trailers falling within Group 10A irrespective of their weight or carrying capacity, used for the conveyance of persons for reward are subject to <i>additional premiums</i> as follows for the registered company named at (C) (3) of the above Notice:—						
	(i) For 12 months.....	100 0 0					
	or						
	(ii) Per occasion not exceeding one day.....	5 0 0					
	MISCELLANEOUS VEHICLES.						
11.—1 Dec. to 30 Nov.	Any motor vehicle as defined in the said Act used for whatever purpose and which is not described in this Schedule, except a motor vehicle owned by a motor dealer in connection with his business as a motor dealer and which is kept for sale or exchange.....	1 0 0	1 0 0	1 15 0	1 0 0	3 0 0	5 0 0
	(2) Motor Vehicles owned by motor dealers in connection with their businesses as motor dealers and which are kept for sale or exchange. (Section 5 of the said Act.)						
5A.—Union business: 16 Jan. to 15 Jan; S.W.A. and Walvis Bay business: 16 April to 15 April.	Motor vehicles (excluding motor cycles) owned by motor dealers in connection with their businesses as motor dealers and kept for sale or exchange otherwise than for those purposes mentioned in Part III hereof, per clearance certificate.....	12 10 0	10 0 0	10 0 0	12 10 0	10 0 0	7 10 0
5B.—Union business: 16 Jan. to 15 Jan; S.W.A. and Walvis Bay business: 16 April to 15 April.	Motor cycles (with or without side-car) owned by motor dealers in connection with their businesses as motor dealers and kept for sale or exchange otherwise than for those purposes mentioned in Part III hereof, per clearance certificate.....	6 0 0	5 0 0	5 0 0	6 0 0	5 0 0	7 10 0
	Note.—Trailers owned by motor dealers in connection with their businesses as motor dealers and kept for sale or exchange are rated under group reference 10A, per clearance certificate.						

- \* NOTE.—(1) The column headed " Area X " applies to motor vehicles bearing Registration Letters other than those listed in Areas Y and Z
- (2) The column headed " Area Y " applies to motor vehicles bearing the following Registration Letters: CE (East London); OB (Bloemfontein); OKC (Odendaalsrus); OKE (Welkom); OM (Kroonstad); OXV (Virginia); TCD (Kempton Park); TCE (Venterspos); TCO (Carletonville); TV (Vereeniging); TVB (Vanderbijlpark); TY (Klerksdorp).
- (3) The column headed " Area Z " applies to motor vehicles bearing Registration Letters: CA (Cape Town); CB (Port Elizabeth); CY (Bellville); ND, NU, NJ, NPN (Durban); NDC (Durban Corporation); TA (Benoni); TAY (Randfontein); TB (Boksburg); TBV (Bedford View); TDG (Nigel); TDK (Alberton); TDL (Edenvale); TEB (Elsburg); TG (Germiston); TJ (Johannesburg); TK (Krugersdorp); TO (Brakpan); TP (Pretoria); TS (Springs); TU (Roodepoort-Maraisburg).
- (4) The column headed " Area Z (1) " applies to motor vehicles bearing Registration Letters: CA (Cape Town); CB (Port Elizabeth); CY (Bellville); ND, NU, NJ, NPN (Durban); NDC (Durban Corporation); OKC (Odendaalsrus); OKE (Welkom); OXV (Virginia); TA (Benoni); TAY (Randfontein); TB (Boksburg); TBV (Bedford View); TCD (Kempton Park); TCE (Venterspost); TCO (Carletonville); TDG (Nigel); TDK (Alberton); TDL (Edenvale); TEB (Elsburg); TG (Germiston); TJ (Johannesburg); TK (Krugersdorp); TO (Brakpan); TP (Pretoria); TS (Springs); TU (Roodepoort-Maraisburg); TV (Vereeniging); TVB (Vanderbijlpark); TY (Klerksdorp).
- (5) The column headed " Other Areas " applies to motor vehicles bearing Registration Letters other than those listed in Area Z (1)

## TARIFF OF PREMIUMS.

## PART II.

## MOTOR VEHICLES REGISTERED AT A PLACE OUTSIDE THE UNION OR THE TERRITORY OF SOUTH WEST AFRICA.

Description and Classification of Motor Vehicles and their Manner and Purpose of Use.	Premiums (to which must be added Stamp Duty) for Period of Insurance.					
	One Month or less.	More than 1 Month but not more than 2 Months.	More than 2 Months but not more than 3 Months.	More than 3 Months but not more than 4 Months.	More than 4 Months but not more than 5 Months.	More than 5 Months but not more than 12 Months.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
<b>CARS (PRIVATE TYPE).</b>						
All motor vehicles, including three-wheeled vehicles, fitted with a passenger-seating body originally designed and intended for the conveyance of not more than nine persons and not redesigned, altered or added to for the purpose of carrying goods; and all self-propelled caravans, fall within the group of "Cars (Private type)" and are classified as follows according to manner and purpose of use:—						
(1) <i>Private Hire Vehicles.</i> —"Cars (Private Type)" not falling under (2) "Public Hire Vehicles", or under (3) "Contract Rental or Hire-and-drive Vehicles", used for conveying guests of an hotel or boarding-house or hired out.....	(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0	
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0	
(2) <i>Public hire vehicles.</i> —"Cars (Private Type)" let on hire from a public place, including those fitted with a taxi-meter	(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0	
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0	
(3) <i>Contract rental or hire-and-drive vehicles.</i> —"Cars (Private Type)" let on hire, otherwise than under a hire-purchase agreement, to any person who himself drives the vehicles or provides a driver therefor.....	(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0	
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0	
(4) <i>Mourning coaches.</i> —"Cars (Private Type)" owned by an undertaker and used for the conveyance of persons for reward.....	(a) 1 8 6	2 16 6	4 5 0	5 13 6	7 2 0	8 10 0
(b) 1 8 4	2 16 8	4 5 0	5 13 4	6 7 6	8 10 0	
(c) 1 5 0	2 10 0	3 15 0	5 0 0	6 5 0	7 10 0	
(5) <i>Private vehicles.</i> —"Cars (Private Type)" not classified under (1), (2), (3) or (4) above.....	(a) 1 8 6	2 16 6	4 5 0	5 13 6	7 2 0	8 10 0
(b) 1 8 4	2 16 8	4 5 0	5 13 4	6 7 6	8 10 0	
(c) 1 5 0	2 10 0	3 15 0	5 0 0	6 5 0	7 10 0	
<b>COMMERCIAL VEHICLES.</b>						
All motor vehicles, including three-wheeled vehicles, designed, altered or added to for the purpose of carrying goods fall within the group of "Commercial Vehicles" and are classified as follows according to manner and purpose of use:—						
(6) <i>Commercial vehicles</i> other than those described in (7) below of which the makers' declared carrying capacity does not exceed 2,240 pounds weight used for carrying goods.....	(a) 2 1 0	4 2 0	6 2 6	8 3 6	10 4 6	12 5 0
(b) 2 1 8	4 3 4	6 5 0	8 6 8	9 7 6	12 10 0	
(c) 1 13 4	3 6 8	5 0 0	6 13 4	8 6 8	10 0 0	
(7) <i>Commercial vehicles</i> used by farmers (excluding nurserymen and market gardeners) in connection with their businesses as farmers, but excluding house-to-house distribution of goods.....	(a) 1 13 6	3 6 6	5 0 0	6 13 6	8 6 6	10 0 0
(b) 1 10 0	3 0 0	4 10 0	6 0 0	6 15 0	9 0 0	
(c) 0 13 4	1 6 8	2 0 0	2 13 4	3 6 8	4 0 0	
(8) <i>Commercial vehicles</i> other than those described in (7) above, of which the makers' declared carrying capacity exceeds 2,240 pounds weight used for carrying goods.....	(a) 3 19 6	7 18 6	11 17 6	15 16 6	19 16 0	23 15 0
(b) 4 3 4	8 6 8	12 0 0	16 13 4	18 15 0	25 0 0	
(c) 3 6 8	6 13 4	10 0 0	13 6 8	16 13 4	20 0 0	
(9) <i>Commercial vehicles</i> described above used for the conveyance of persons for reward are subject to the additional premiums opposite.....	(a) 1 13 6	3 6 6	5 0 0	6 13 6	8 6 6	10 0 0
(b) 2 10 0	5 0 0	7 10 0	10 0 0	11 5 0	15 0 0	
(c) 3 0 0	6 0 0	9 0 0	12 0 0	15 0 0	18 0 0	
<b>PASSENGER SERVICE VEHICLES.</b>						
All motor vehicles, except those falling within the group of "Cars (Private Type)", constructed for and used for the conveyance of persons with or without goods and all trackless trolley omnibuses and trackless trams fall within the group of "Passenger Service Vehicles" and are classified as follows according to manner and purpose of use:—						
(10) <i>Passenger Service Vehicles</i> used solely for the conveyance for reward of persons and goods to and from school irrespective of number of passengers.....	(a) 3 6 6	6 13 6	10 0 0	13 6 6	16 13 0	20 0 0
(b) 3 6 8	6 13 4	10 0 0	13 6 8	15 0 0	20 0 0	
(c) 3 0 0	6 0 0	9 0 0	12 0 0	15 0 0	18 0 0	
(11) <i>Passenger service vehicles</i> used for the conveyance for reward of persons and goods including to and from school and designed for the conveyance of more than eleven persons.....	(a) 21 13 6	43 6 6	65 0 0	86 13 6	108 7 0	130 0 0
(b) 21 13 4	43 6 8	65 0 0	86 13 4	97 10 0	130 0 0	
(c) 16 13 4	33 6 8	50 0 0	66 13 4	83 6 8	100 0 0	
(11) <i>Passenger service vehicles</i> used for the conveyance for reward of persons and goods other than to and from school irrespective of number of passengers.....	(c) 16 13 4	33 6 8	50 0 0	66 13 4	83 6 8	100 0 0

Premiums (to which must be added Stamp Duty) for Period of Insurance.  
**Note.**—(a) All registered companies named at (B) and (C) (1) of the above Notice.  
(b) The registered company named at (C) (2) of the above Notice.  
(c) The registered company named at (C) (3) of the above Notice.

Description and Classification of Motor Vehicles and their Manner and Purpose of Use.

	One Month or less.	More than 1 Month but not more than 2 Months.	More than 2 Months but not more than 3 Months.	More than 3 Months but not more than 4 Months.	More than 4 Months but not more than 5 Months.	More than 5 Months but not more than 12 Months.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(11A) Passenger service vehicles used for the conveyance for reward of persons and goods including to and from school and designed for the conveyance of not more than eleven persons.....	(a) 4 14 6 (b) 5 0 0 (c) 3 6 8	9 8 6 10 0 0 6 13 4	14 2 6 15 0 0 10 0 0	18 17 0 20 0 0 13 6 8	23 11 6 22 10 0 16 13 4	28 5 0 30 0 0 20 0 0
(12) Passenger service vehicles designed primarily for the conveyance of persons and not used for the conveyance of persons or goods for reward irrespective of number of passengers.....	(a) 3 6 6 (b) 3 6 8 (c) 2 10 0	6 13 6 6 13 4 5 0 0	10 0 0 10 0 0 7 10 0	13 6 6 13 6 8 10 0 0	16 13 0 15 0 0 12 10 0	20 0 0 20 0 0 15 0 0
(13A) Motor cycles with engine capacity exceeding 50 c.c. (with or without side-car) used for any purpose.....	(a) 0 17 6 (b) 0 18 4 (c) 0 13 4	1 15 0 1 16 8 1 6 8	2 12 6 2 15 0 2 0 0	3 10 0 3 13 4 2 13 4	4 7 6 4 2 6 3 6 8	5 5 0 5 10 0 4 0 0
(13B) Motor cycles with engine capacity not exceeding 50 c.c. (with or without side-car) used for any purpose.....	(a) 0 3 6 (b) 0 5 0 (c) 0 6 8	0 6 6 0 10 0 0 13 4	0 10 0 0 15 0 1 0 0	0 13 6 1 0 0 1 0 0	0 17 0 1 2 6 1 13 4	1 0 0 1 10 0 2 0 0
(14) Hearses, when used as such.....	(a) 0 10 0 (b) 0 10 0 (c) 0 6 8	1 0 0 1 0 0 0 13 4	1 10 0 1 10 0 1 0 0	2 0 0 2 0 0 1 6 8	2 10 0 2 5 0 1 13 4	3 0 0 3 0 0 2 0 0
(15) Ambulances, when used as such.....	(a) 3 6 6 (b) 3 6 8 (c) 2 0 0	6 13 6 6 13 4 4 0 0	10 0 0 10 0 0 6 0 0	13 6 6 13 6 8 8 0 0	16 13 0 15 0 0 10 0 0	20 0 0 20 0 0 12 0 0
(16) Tractors, sanitary and refuse removal vehicles, cleansing vehicles, water carrying and water spraying vehicles, road graders, road scarifiers, road sprayers, road sweepers, tower wagons, mobile cranes, excavators, and traction engines, when used as such.....	(a) 0 11 6 (b) 0 11 8 (c) 0 5 0	1 3 6 1 3 4 0 10 0	1 15 0 1 15 0 0 15 0	2 6 6 2 6 8 1 0 0	2 18 0 2 12 6 1 5 0	3 10 0 3 10 0 1 10 0
(17) Fire brigade vehicles.—Motor vehicles of any type, other than ambulances, trailers and motor cycles, used by fire brigades in connection with their businesses.....	(a) 3 6 6 (b) 3 6 8 (c) 0 13 4	6 13 6 6 13 4 1 6 8	10 0 0 10 0 0 2 0 0	13 6 6 13 6 8 2 13 4	16 13 0 15 0 0 3 6 8	20 0 0 20 0 0 4 0 0
(18) Trailers.—All vehicles without means of self-propulsion [excluding "semi-trailers" as defined in paragraph (2) (iv) of Part III] designed for attachment to self-propelled vehicles, except a side-car attached to a motor cycle.....	(a) 0 3 6 (b) 0 6 8 (c) 0 8 4	0 6 6 0 13 4 0 16 8	0 10 0 1 0 0 1 5 0	0 13 6 1 6 8 1 13 4	0 17 0 1 10 0 2 1 8	1 0 0 2 0 0 2 10 0
(18) Trailers.—All vehicles without means of self-propulsion [excluding "semi-trailers" as defined in paragraph (2) (iv) of Part III] designed for attachment to self-propelled vehicles, except a side-car attached to a motor cycle— (i) carrying capacity not exceeding 16,200 pounds weight.....	(c) 0 16 8	1 13 4	2 10 0	3 6 8	4 3 4	5 0 0
(18A) Trailers described above used for the conveyance of persons for reward are subject to the following additional premiums	(b) 2 10 0	5 0 0	7 10 0	10 0 0	11 5 0	15 0 0
(19) Miscellaneous Vehicles.—Any motor vehicle as defined in the said Act used for whatever purpose and which is not described in this Schedule.....	(a) 0 6 0 (b) 0 10 0 (c) 0 16 8	0 11 6 1 0 0 1 13 4	0 17 6 1 10 0 2 10 0	1 3 6 2 0 0 3 6 8	1 9 6 2 5 0 4 3 4	1 15 0 3 0 0 5 0 0

TARIFF OF PREMIUMS.

PART III.

(1) Motor vehicles used in races, contests, trials, tests, etc.—Any motor vehicle described in this Schedule is subject to the following additional premiums per day (twenty-four hours) if used—

All Registered Companies named at (B), (C) (1) and (C) (2) of the above Notice.	The Registered Company named at (C) (3) of the above Notice.
All Motor Vehicles except Motor Cycles.	All Motor Vehicles except Motor Cycles.
£ s. d.	£ s. d.
3 0 0	1 10 0

*(a) in a Grand Prix race on a public road.....	2 0 0	1 10 0	1 10 0
*(b) in a Grand Prix race elsewhere than on a public road.....	2 0 0	1 10 0	1 0 0
*(c) in a race other than a Grand Prix race on a public road.....	2 0 0	1 10 0	1 0 0
*(d) in a race other than a Grand Prix race elsewhere than on a public road.....	2 0 0	1 10 0	0 10 0
*(e) in a race, speed contest, reliability trial, hill-climbing contest, pacemaking or acceleration test otherwise than as described in (a), (b), (c) or (d), above.....	2 0 0	1 10 0	0 5 0

\* A Grand Prix race is a race run under the Rules of the " Internationale Sporting Code des Automobile Clubs Reconnus " and the National Competition Rules of the Royal Automobile Club of South Africa and which incorporates the words " Grand Prix " in the title of the race.

## (2) General Provisions—

(i) Should a motor vehicle be used for the purpose of more than one class specified in the description and classification of the relative group reference, the premium for the highest rated class is charged.

## (ii) Minimum premium under Part I—

(a) For the registered companies named at (B) and (C) (1) of the above Notice, insurance for less than one year is calculated *pro rata*, subject to a minimum premium of 5s. for new declarations of insurance.

(b) For the registered companies named at (C) (2) and (C) (3) of the above Notice, premiums for insurance for less than one year are calculated on a quarterly basis, i.e.—

Insurance for a period exceeding nine months and up to twelve months..... The full annual premium.

Insurance for a period exceeding six months but not exceeding nine months..... Three-fourths of the full annual premium.

Insurance for a period exceeding three months but not exceeding six months..... One-half of the full annual premium.

Insurance for a period not exceeding three months..... One-fourth of the full annual premium.

## (iii) Duplicate tokens.—Fee for the issue of each duplicate token, 2s. 6d.

(iv) Articulated vehicles.—“Articulated vehicle” means a single operative motor vehicle consisting of a power unit (tractor) coupled with and partly bearing a detachable goods or passenger carrying unit or combination thereof having no front axle (semi-trailer). Each unit of an articulated vehicle is rated and insured separately in respect of the tractor unit under Group Reference 8 and in respect of the semi-trailer unit according to the purpose for which such unit is designed or used either as a Commercial Vehicle or a Passenger Service Vehicle, i.e. under Group Reference 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C or 3D as the case may be.

(v) Station wagons and similar type vehicles if used for the carrying of trade goods are rated under group references 2A, 2B or 2C or items (6), (7) or (8) of Part II.

## DIE BYLAE.

## TARIEF VAN PREMIES.

## DEEL I.

## MOTORVOERTUIE WAT IN DIE UNIE EN DIE GEBIED SUIDWES-AFRIKA GEREIGSTREER IS.

Groepverwysingsnummer en assuransiestyelperk.	Beskrywing en klassifikasie van motorvoertuie en die wyse waarop en die doel waarvoor hulle gebruik word.	Jaarlikse premies. (Waarby seëlsreg gevoeg moet word.)								
		Allie geregistreerde maatskappy gemeld in (B) en (C) (1) van bovermelde Kennisgewing.	Allie geregistreerde maatskappy gemeld in (C) (2) van bovermelde Kennisgewing.	Allie geregistreerde maatskappy gemeld in (C) (3) van bovermelde Kennisgewing.	*Gebied X.	*Gebied Y.	*Gebied Z.	*Ander gebiede.	*Gebied Z (1).	Alle Gebiede.
					£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
1A.-1 Des. tot 30 Nov.	(1) Motorvoertuie met uitsondering van dié wat die eiendom is van motorhandelaars in verband met hulle besigheid as motorhandelaars en wat vir verkoop of ruil aangehou word.  MOTOKARRE (PRIVATE Tipe). Alle motorvoertuie, insluitende voertuie met drie wiele, waarvan die bak oorspronklik vir die vervoer van passasiers ontwerp en vir die vervoer van hoogstens nege persone bedoel is en nie herontwerp, verander of by aangebou is met die doel om goedere te vervoer nie; en alle selfaangedrewe karavane val onder die kategorie „Motorkarre (Private Tipe)“ en word as volg na gelang van die wyse waarop en die doel waarvoor hulle gebruik word, geklassifiseer:  <i>Voertuie vir private huur.</i> —,, Motorkarre (Private Tipe)“ wat nie ressorteer onder die Groep 1B, „voertuie vir publieke huur“ of onder die Groep 1C „verhuur-op-kontrak- of huur-en-bestuurvoertuie“ nie, en gebruik word om die gaste van 'n hotel of losieshuis te vervoer of wat verhuur word  <i>Voertuie vir publieke huur.</i> —,, Motorkarre (Private Tipe)“ wat vanuit 'n publieke plek verhuur word, insluitende dié wat met 'n taximeter toegerus is.....  <i>Huur-op-kontrak- of huur-en-bestuurvoertuie.</i> —,, Motorkarre (Private Tipe)“ wat aan enigeen wat self die voertuig bestuur of 'n bestuurder daarvoor verskaf, op 'n ander manier as kragtens 'n huurkoopooreenkoms verhuur word.....  <i>Roukoetsie.</i> —,, Motorkarre (Private Tipe)“ wat die eiendom van 'n begrafnisondernemer is en vir die vervoer van persone teen vergoeding gebruik word.....  <i>Private voertuie.</i> —,, Motorkarre (Private Tipe)“ wat nie anders geklassifiseer is nie  <i>Voertuie vir opleidingsdoeleindes.</i> —,, Motorkarre (Private Tipe)“ wat vir die onderrig van betalende leerlingbestuurders gebruik word.....	11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0			
1B.-1 Des. tot 30 Nov.		11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0			
1C.-1 Des. tot 30 Nov.		11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0			
1D.-1 Des. tot 30 Nov.		11 5 0	25 0 0	28 5 0	18 0 0	30 0 0	21 0 0			
1E.-1 Mei tot 30 April.		5 15 0	6 10 0	8 10 0	7 0 0	8 10 0	7 10 0			
1F.-1 Mei tot 30 April.		5 15 0	6 10 0	8 10 0	7 0 0	8 10 0	7 10 0			



Groepverwysingsnummer en assuransietydperk.	Beskrywing en klassifikasie van motorvoertuie en die wyse waarop en die doel waarvoor hulle gebruik word.	Jaarlikse premies. (Waarby seëlreg gevoeg moet word.)					
		Alle geregistreerde maatskappye gemeld in (B) en (C) (1) van bovemelde Kennisgewing.			Die geregistreerde maatskappye gemeld in (C) (2) van bovemelde Kennisgewing.		Die geregistreerde maatskappye gemeld in (C) (3) van bovemelde Kennisgewing.
		*Gebied X.	*Gebied Y.	*Gebied Z.	*Ander gebiede.	*Gebied Z (1).	Alle Gebiede.
		£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
3B.-1 Des. tot 30 Nov.	<i>Passasiersdiensvoertuie</i> wat vir die vervoer van persone en goedere teen vergoeding gebruik word, ook na en van skool, en wat vir die vervoer van meer as elf persone ontwerp is.....	23 5 0	30 0 0	130 0 0	35 0 0	130 0 0	100 0 0
3C.-1 Mei tot 30 April.	<i>Passasiersdiensvoertuie</i> wat hoofsaaklik vir die vervoer van persone ontwerp is en wat nie vir die vervoer van persone of goedere teen vergoeding gebruik word nie, afgesien van die getal passasiers.....	10 0 0	15 0 0	20 0 0	10 0 0	20 0 0	15 0 0
3D.-1 Des. tot 30 Nov.	<i>Passasiersdiensvoertuie</i> wat vir die vervoer van persone en goedere teen vergoeding gebruik word, ook na en van skool, en wat vir die vervoer van hoogstens elf persone ontwerp is.....	11 5 0	25 0 0	28 5 0	16 0 0	30 0 0	20 0 0
4A.-1 Maart tot die laaste dag van Februarie.	<b>MOTORFIETSE.</b> <i>Motorfiets</i> met 'n silinderinhoud van oor 50 c.c. (met of sonder syspanwa) wat gebruik word om persone of goedere teen vergoeding te vervoer.....	2 0 0	3 10 0	5 5 0	1 10 0	5 10 0	6 10 0
4B.-1 Maart tot laaste dag van Februarie.	<i>Motorfiets</i> met 'n silinderinhoud van oor 50 c.c. (met of sonder syspanwa) wat nie gebruik word om persone of goedere teen vergoeding te vervoer nie.....	2 0 0	3 10 0	5 5 0	3 0 0	4 0 0	4 0 0
4C.-1 Maart tot laaste dag van Februarie.	<i>Motorfiets</i> met 'n silinderinhoud van hoogstens 50 c.c. (met of sonder syspanwa) afgesien van gebruik.....	1 0 0	1 0 0	1 0 0	1 0 0	1 10 0	2 0 0
6.-1 Des. tot 30 Nov.	<b>LYKWAENS.</b> <i>Lykwaens</i> wanneer hulle as sodanig gebruik word.....	3 0 0	3 0 0	3 0 0	3 0 0	3 0 0	2 0 0
7.-1 Des. tot 30 Nov.	<b>AMBULANSE.</b> <i>Ambulanse</i> wanneer hulle as sodanig gebruik word.....	10 0 0	15 0 0	20 0 0	10 0 0	20 0 0	12 0 0
8.-1 Des. tot 30 Nov.	<b>TREKKERS, ENS.</b> <i>Trekkers, sanitäre en vullisverwyderingsvoertuie, skoonmaakvoertuie, water- en watersproeivoertuie, padskrapers, padée, padbesproeiers, padveërs, toringwaens, mobiele krane, uitgravings- en trekmasjiene</i> , wanneer dit as sodanig gebruik word.....	1 0 0	1 0 0	3 10 0	1 10 0	3 10 0	1 10 0
9.-1 Des. tot 30 Nov.	<b>BRANDWEERVOERTUIE.</b> <i>Motorvoertuie van enige type, behalwe ambulanse, sleepwaens en motorfiets, wat deur die brandweer in verband met hul werkzaamhede gebruik word.....</i>	3 0 0	3 0 0	20 0 0	10 0 0	20 0 0	4 0 0
10A.-1 Des. tot 30 Nov.	<b>SLEEPWAENS.</b> Alle voertuie sonder selfvoortbewegingskrag [met uitsluiting van „semi-sleepwaens“ soos omskryf in paragraaf (2) (iv) van Deel III] ontwerp vir bevestiging aan voertuie met selfvoortbewegingskrag, behalwe 'n syspanwa wat aan 'n motorfiets bevestig is.....	1 0 0	1 0 0	1 0 0	1 0 0	2 0 0	—
10A.-1 Des. tot 30 Nov.	Alle voertuie sonder selfvoortbewegingskrag [met uitsluiting van „semi-sleepwaens“ soos omskryf in paragraaf (2) (iv) van Deel III] ontwerp vir bevestiging aan voertuie met selfvoortbewegingskrag, behalwe 'n syspanwa wat aan 'n motorfiets bevestig is— (i) dravermoë wat nie 16,200 lb. gewig oorskry nie..... (ii) dravermoë wat 16,200 lb. gewig oorskry Sleepwaens wat onder Groep 10A val en vir die vervoer van persone teen vergoeding gebruik word, is onderworpe aan addisionele premies, as volg, ten opsigte van alle geregistreerde maatskappye gemeld onder (B) en (C) (1) in bovemelde Kennisgewing:—	—	—	—	—	—	2 10 0 5 0 0
10B.-1 Des. tot 30 Nov.	Gebied X. £ s. d. (i) Vir 12 maande... 7 10 0 of (ii) Per geleentheid van hoogstens een dag..... 0 15 0	Gebied Y. £ s. d. (i) Vir 12 maande... 8 15 0 of (ii) Per geleentheid van hoogstens een dag..... 1 0 0	Gebied Z. £ s. d. (i) Vir 12 maande... 10 0 0 of (ii) Per geleentheid van hoogstens een dag..... 0 15 0				

		Jaarlike premies. (Waarby seëlreg gevoeg moet word.)									
		Alle geregistreerde maatskappye gemeld in (B) en (C) (1) van bovermelde Kennisgewing.	Die geregistreerde maatskappy gemeld in (C) (2) van bovermelde Kennisgewing.	Die geregistreerde maatskappy gemeld in (C) (3) van bover-melde Kennis-gewing.	Die geregi-streerde maat-skappy gemeld in (C) (3) van bover-melde Kennis-gewing.	*Gebied X.	*Gebied Y.	*Gebied Z.	*Ander gebiede.	*Gebied Z (1).	Alle Gebiede.
						£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Groepver-wysingsnommer en assuransie-tydperk.	Beskrywing en klassifikasie van motorvoertuie en die wyse waarop en die doel waarvoor hulle gebruik word.										
10B.-1 Des. tot 30 Nov.	Sleepwaens wat onder Groep 10A val afgesien van hulle gewig of dravermoe, wat vir die vervoer van persone teen vergoeding gebruik word, is onderworpe aan addisionele premies, as volg, ten opsigte van die geregistreerde maatskappy gemeld onder (C) (2) in bovermelde Kennisgewing:—	Ander Gebiede. £ s. d.	Gebied Z (1). £ s. d.								
	(a) Vir 12 maande.....	10 0 0	15 0 0								
	of										
	(b) Per geleenthed van hoogstens een dag.....	1 0 0	1 10 0								
10B.-1 Des. tot 30 Nov.	Sleepwaens wat onder Groep 10A val afgesien van hulle gewig of dravermoe, wat vir die vervoer van persone teen vergoeding gebruik word, is onderworpe aan addisionele premies, as volg, ten opsigte van die geregistreerde maatskappy gemeld onder (C) (3) in bovermelde Kennisgewing:—	(i) Vir 12 maande.....	100 0 0								
	of										
	(ii) Per geleenthed van hoogstens een dag.....	5 0 0									
11.-1 Des. tot 30 Nov.	DIVERSE VOERTUIE.										
5A.—Unie besigheide: 16 Jan. tot 15 Jan.; besigheide in S.W.A. en Walvisbaai: 16 April tot 15 April.	Enige motorvoertuig, soos in genoemde Wet omskryf, wat vir watter doel ook al gebruik word en nie in hierdie Bylae beskryf word nie, behalwe 'n motorvoertuig wat die eiendom van 'n motorhandelaar in verband met sy besigheid as motorhandelaar is en wat vir verkoop of ruil gehou word.....	1 0 0	1 0 0	1 15 0	1 0 0	3 0 0	5 0 0				
5B.—Unie-besighede: 16 Jan. tot 15 Jan.; besigheide in S.W.A. en Walvisbaai: 16 April tot 15 April.	(2) Motorvoertuie wat die eiendom is van motorhandelaars in verband met hul besigheid as motorhandelaars en wat vir verkoop of ruil gehou word. (Artikel 5 van genoemde Wet.) Motoryoertuie (behalwe motorfiets), die eiendom van motorhandelaars in verband met hul besigheid as motorhandelaars en wat vir verkoop of ruil gehou word, andersins as vir die doeleindes in Deel III hiervan gemeld, per lisensiebewys.....	12 10 0	10 0 0	10 0 0	12 10 0	10 0 0	7 10 0				
	Motorfiets (met of sonder syspanwa), die eiendom van motorhandelaars in verband met hul besigheid as motorhandelaars en wat vir verkoop of ruil gehou word, andersins as vir die doeleindes in Deel III hiervan gemeld, per lisensiebewys.....	6 0 0	5 0 0	5 0 0	6 0 0	5 0 0	7 10 0				
OPMERKING.—Sleepwaens, die eiendom van motorhandelaars in verband met hulle besigheid as motorhandelaars en wat vir verkoop of ruil gehou word, word onder groepverwysingsnommer 10A, per lisensiebewys bereken.											

- \* OPMERKING.—(1) Die kolom „Gebied X“ het betrekking op motorvoertuie met ander Registrasieletters as dié vermeld in Gebiede Y en Z.
- (2) Die kolom „Gebied Y“ het betrekking op motorvoertuie met die volgende Registrasieletters: CE (Oos-Londen); OB (Bloemfontein); OKC (Odendaalsrus); OKE (Welkom); OM (Kroonstad); OXV (Virginia); TCD (Kempton Park); TCE (Venterpos); TCO (Carltonville); TV (Vereeniging); TVB (Vanderbijlpark); TY (Klerksdorp).
- (3) Die kolom „Gebied Z“ het betrekking op motorvoertuie met die volgende Registrasieletters: CA (Kaapstad); CB (Port Elizabeth); CY (Bellville); ND, NU, NJ, NPN (Durban); NDC (Durban Corporation); TA (Benoni); TAY (Randfontein); TB (Boksburg); TBV (Bedford View); TDG (Nigel); TDK (Alberton); TDL (Edenvale); TEB (Elsburg); TG (Germiston); TJ (Johannesburg); TK (Krugersdorp); TO (Brakpan); TP (Pretoria); TS (Springs); TU (Roodepoort-Maraisburg).
- (4) Die kolom „Gebied Z (1)“ het betrekking op motorvoertuie met die volgende Registrasieletters: CA (Kaapstad); CB (Port Elizabeth); CY (Bellville); ND, NU, NJ, NPN (Durban); NDC (Durban Corporation); OKC (Odendaalsrus); OKE (Welkom); OXV (Virginia); TA (Benoni); TAY (Randfontein); TB (Boksburg); TBV (Bedford View); TCD (Kempton Park); TCE (Venterpos); TCO (Carltonville); TDG (Nigel); TDK (Alberton); TDL (Edenvale); TEB (Elsburg); TG (Germiston); TJ (Johannesburg); TK (Krugersdorp); TO (Brakpan); TP (Pretoria); TS (Springs); TU (Roodepoort-Maraisburg); TV (Vereeniging); TVB (Vanderbijlpark); TY (Klerksdorp).
- (5) Die kolom „Ander Gebiede“ het betrekking op motorvoertuie met ander Registrasieletters as die vermeld in „Gebied Z (1)“.

## TARIEF VAN PREMIES.

## DEEL II.

## MOTORVOERTUIE WAT OP 'N PLEK BUISTE DIE UNIE OF DIE GEBIED SUIDWES-AFRIKA GEREGISTREER IS.

Beskrywing en klassifikasie van motorvoertuie en die wyse waarop en die doel waarvoor hulle gebruik word.

Premies (waarby seëreg gevoeg moet word) vir Assuransietydperk.  
**OPMERKING.**—(a) Alle geregistreerde maatskappye gemeld in (B) en (C) (1) van bovemelde Kennisgewing.  
(b) Die geregistreerde maatskappy gemeld in (C) (2) van bovemelde Kennisgewing.  
(c) Die geregistreerde Maatskappy gemeld in (C) (3) van bovemelde Kennisgewing.

## MOTORKARRE (PRIVATE TYPE).

Alle motorvoertuie, insluitende voertuie met drie wiele, waarvan die bak oorspronklik vir die vervoer van passasiers ontwerp en vir die vervoer van hoogstens nege persone bedoel is en nie herontwerp, verander of by aangebou is met die doel om goedere te vervoer nie; en alle selfaangedrewe karavane val onder die kategorie „Motorkarre (Private Type)” en word as volg na gelang van die wyse waarop en die doel waarvoor hulle gebruik word, geklassifiseer:—

(1) *Voertuie vir private huur.*—,, Motorkarre (Private Type)” wat nie ressorteer onder (2), „Voertuie vir publieke huur” of onder (3) „Huur-op-kontrak- of huur-en-bestuurvoertuie” nie, en gebruik word om die gaste van 'n hotel of losieshuis te vervoer of wat verhuur word.....

(2) *Voertuie vir publieke huur.*—,, Motorkarre (private type)” wat vanuit 'n publieke plek verhuur word, insluitende dié wat met 'n taximeter toegerus is.....

(3) *Huur-op-kontrak- of huur-en-bestuurvoertuie.*—,, Motorkarre (private type)” wat aan enigeen wat self die voertuig bestuur of 'n bestuurder daarvoor verskaf, op 'n ander manier as kragtens 'n huurkoopooreenkoms verhuur word.....

(4) *Roukoetse.*—,, Motorkarre (private type)” wat die eiendom van 'n begrafnisondernemer is en vir die vervoer van persone teen vergoeding gebruik word.....

(5) *Private voertuie.*—,, Motorkarre (private type)” wat nie onder (1), (2), (3) of (4) hierbo geklassifiseer is nie.....

## HANDELSVOERTUIE.

Alle motorvoertuie, insluitende voertuie met drie wiele, wat vir die vervoer van goedere ontwerp, verander of by aangebou is, val onder die groep „Handelsvoertuie” en word as volg na gelang van die wyse waarop en die doel waarvoor hulle gebruik word, geklassifiseer:—

(6) *Handelsvoertuie* wat vir die vervoer van goedere gebruik word, behalwe dié in (7) hieronder beskryf, en waarvan die fabrikant se verklaarde dravermoë hoogstens 2,240 lb. gewig is.....

(7) *Handelsvoertuie* wat deur boere (behalwe blom- en plantkwekers en groenteboere) in verband met hul besigheid as boere gebruik word, dog nie vir die distribusie van goedere van huis-tot-huis nie.....

(8) *Handelsvoertuie* wat nie in (7) hierbo beskryf is nie, waarvan die fabrikant se verklaarde dravermoë 2,240 lb. gewig oorskry en wat vir die vervoer van goedere gebruik word.....

(9) *Handelsvoertuie* wat hierbo beskryf is en wat vir die vervoer van persone teen vergoeding gebruik word, is onderworpe aan die addisionele premies hierlangsaan.....

Een maand of minder.	Langer as 1 maand maar hoogstens 2 maande.	Langer as 2 maande maar hoogstens 3 maande.	Langer as 3 maande maar hoogstens 4 maande.	Langer as 4 maande maar hoogstens 5 maande.	Langer as 5 maande maar hoogstens 12 maande
£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0
(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0
(a) 4 14 6	9 8 6	14 2 6	18 17 0	23 11 6	28 5 0
(b) 5 0 0	10 0 0	15 0 0	20 0 0	22 10 0	30 0 0
(c) 3 10 0	7 0 0	10 10 0	14 0 0	17 10 0	21 0 0
(a) 1 8 6	2 16 6	4 5 0	5 13 6	7 2 0	8 10 0
(b) 1 8 4	2 16 8	4 5 0	5 13 4	6 7 6	8 10 0
(c) 1 5 0	2 10 0	3 15 0	5 0 0	6 5 0	7 10 0
(a) 1 8 6	2 16 6	4 5 0	5 13 6	7 2 0	8 10 0
(b) 1 8 4	2 16 8	4 5 0	5 13 4	6 7 6	8 10 0
(c) 1 5 0	2 10 0	3 15 0	5 0 0	6 5 0	7 10 0
(a) 2 1 0	4 2 0	6 2 6	8 3 6	10 4 6	12 5 0
(b) 2 1 8	4 3 4	6 5 0	8 6 8	9 7 6	12 10 0
(c) 1 13 4	3 6 8	5 0 0	6 13 4	8 6 8	10 0 0
(a) 1 13 6	3 6 6	5 0 0	6 13 6	8 6 6	10 0 0
(b) 1 10 0	3 0 0	4 10 0	6 0 0	6 15 0	9 0 0
(c) 0 13 4	1 6 8	2 0 0	2 13 4	3 6 8	4 0 0
(a) 3 19 6	7 18 6	11 17 6	15 16 6	19 16 0	23 15 0
(b) 4 3 4	8 6 8	12 0 0	16 13 4	18 15 0	25 0 0
(c) 3 6 8	6 13 4	10 0 0	13 6 8	16 13 4	20 0 0
(a) 1 13 6	3 6 6	5 0 0	6 13 6	8 6 6	10 0 0
(b) 2 10 0	5 0 0	7 10 0	10 0 0	11 5 0	15 0 0
(c) 3 0 0	6 0 0	9 0 0	12 0 0	15 0 0	18 0 0

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Volkstrek	Vissery	Openbare Finansies
Gesondheid	Mynwese	Geld- en Bankwese
Onderwys en Biblioteke	Nywerheid	Volksinkome
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