

No. R. 2411

8 December 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/594)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 2411

8 Desember 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/594)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
73.18 By the substitution for tariff heading No. 73.18 of the following:				
“73.18 Tubes and pipes and blanks therefor, of iron (excluding cast iron) or steel (excluding high-pressure hydro-electric conduits):				
73.18.05 Seamless tubes and pipes (excluding those of stainless steel), with plain ends, with a wall thickness of 10 mm or more or of which the wall thickness is one-tenth or more of the outside cross-sectional dimension	kg	10%		
73.18.15 Double walled steel tubing, copper brazed	kg	free		
73.18.40 Down pipes and gutter pipes; riveted tubes and pipes	kg	20%		15% (U.K.; Canada)
73.18.50 Tubes and pipes, of stainless steel	kg	free		
73.18.60 Low-mass quick-coupling pipes of a kind used with portable spray irrigation systems	kg	15% plus 22c per 100 kg		15% (U.K.; Canada)
73.18.70 Tubes and pipes, seamless, not elsewhere provided for under this heading:				
.05 With an outside cross-sectional dimension not exceeding 50 mm, of a kind commonly used for sewerage or for the supply of water, steam or gas	kg	15% plus 22c per 100 kg or 6 522c per 100 kg less 85%		15% or 6 500c per 100 kg less 85% (Canada)
.15 Other, with an outside cross-sectional dimension not exceeding 50 mm	kg	15% plus 22c per 100 kg or 6 522c per 100 kg less 85%		
.25 With an outside cross-sectional dimension exceeding 50 mm but not exceeding 170 mm, of a kind commonly used for sewerage or for the supply of water, steam or gas	kg	15% plus 22c per 100 kg or 4 522c per 100 kg less 85%		15% or 4 500c per 100 kg less 85% (Canada)
.35 Other, with an outside cross-sectional dimension exceeding 50 mm but not exceeding 170 mm	kg	15% plus 22c per 100 kg or 4 522c per 100 kg less 85%		
.45 With an outside cross-sectional dimension exceeding 170 mm, of a kind commonly used for sewerage or for the supply of water, steam or gas	kg	10% plus 22c per 100 kg		10% (Canada)
.55 Other, with an outside cross-sectional dimension exceeding 170 mm	kg	10% plus 22c per 100 kg		

I Tariff Heading	II Statistical Unit	Rate of Duty		
		General	M.F.N.	Preferential
73.18.80 Tubes and pipes, not seamless, not elsewhere provided for under this heading:				
.05 With an outside cross-sectional dimension not exceeding 170 mm, of a kind commonly used for the supply of water, steam or gas	kg	15% plus 22c per 100 kg or 3 272c per 100 kg less 85%		15% or 3 250c per 100 kg less 85% (Canada)
.15 Other, with an outside cross-sectional dimension not exceeding 170 mm	kg	15% plus 22c per 100 kg or 3 272c per 100 kg less 85%		
.25 With an outside cross-sectional dimension exceeding 170 mm, of a kind commonly used for the supply of water, steam or gas	kg	10% plus 22c per 100 kg		10% (Canada)
.30 Other, with an outside cross-sectional dimension exceeding 170 mm	kg	10% plus 22c per 100 kg		

Note.—The provisions for tubes and pipes, of iron or steel, are restated and the rates of duty are amended.

BYLAE

I Tariefpos	II Statistiese Eenheid	Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
73.18 Deur tariefpos No. 73.18 deur die volgende te vervang:				
„73.18 Buise en pype en ru-stukke daarvoor, van yster (uitgesonderd gietyster) of staal (uitgesonderd hoëdruk-hidroelektriese geleipype):				
73.18.05 Naatlose buise en pype (uitgesonderd dié van vlekvrystaal), met gladde ente, met 'n wanddikte van minstens 10 mm of waarvan die wanddikte minstens eentiende van die buitewarsdeursnee-afmeting uitmaak	kg	10%		
73.18.15 Dubbelwandstaalbuisleiding, met koper hardgesoldeer	kg	vry		
73.18.40 Afvoer- en geutpype; geklinkte buise en pype	kg	20%		15% (V.K.; Kanada)
73.18.50 Buise en pype, van vlekvrystaal	kg	vry		
73.18.60 Laemassa-snelkoppelpype van 'n soort met verplaasbare sprinkelbesproeiingstelsels gebruik	kg	15% plus 22c per 100 kg		15% (V.K.; Kanada)
73.18.70 Buise en pype, naatloos, nie elders in hierdie pos vermeld nie:				
.05 Met 'n buitewarsdeursnee-afmeting van hoogstens 50 mm, van 'n soort gewoonlik vir riolerings of vir die toevoer van water, stoom of gas gebruik	kg	15% plus 22c per 100 kg of 6 522c per 100 kg min 85%		15% of 6 500c per 100 kg min 85% (Kanada)
.15 Ander, met 'n buitewarsdeursnee-afmeting van hoogstens 50 mm	kg	15% plus 22c per 100 kg of 6 522c per 100 kg min 85%		
.25 Met 'n buitewarsdeursnee-afmeting van meer as 50 mm maar hoogstens 170 mm, van 'n soort gewoonlik vir riolerings of vir die toevoer van water, stoom of gas gebruik	kg	15% plus 22c per 100 kg of 4 522c per 100 kg min 85%		15% of 4 500c per 100 kg 85% (Kanada)

I Tariefpos	II Statistiese Eenheid	Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
.35 Ander, met 'n buitewarsdeursnee-afmeting van meer as 50 mm maar hoogstens 170 mm	kg	15% plus 22c per 100 kg of 4 522c per 100 kg min 85%		
.45 Met 'n buitewarsdeursnee-afmeting van meer as 170 mm, van 'n soort gewoonlik vir riolering of vir die toevoer van water, stoom of gas gebruik	kg	10% plus 22c per 100 kg		10% (Kanada)
.55 Ander, met 'n buitewarsdeursnee-afmeting van meer as 170 mm	kg	10% plus 22c per 100 kg		
73.18.80 Buise en pype, nie naatloos nie, nie elders in hierdie pos vermeld nie:				
.05 Met 'n buitewarsdeursnee-afmeting van hoogstens 170 mm, van 'n soort gewoonlik vir die toevoer van water, stoom of gas gebruik	kg	15% plus 22c per 100 kg of 3 272c per 100 kg min 85%		15% of 3 250c per 100 kg min 85% (Kanada)
.15 Ander, met 'n buitewarsdeursnee-afmeting van hoogstens 170 mm	kg	15% plus 22c per 100 kg of 3 272c per 100 kg min 85%		
.25 Met 'n buitewarsdeursnee-afmeting van meer as 170 mm, van 'n soort gewoonlik vir die toevoer van water, stoom of gas gebruik	kg	10% plus 22c per 100 kg		10% (Kanada)
.30 Ander, met 'n buitewarsdeursnee-afmeting van meer as 170 mm	kg	10% plus 22c per 100 kg		

Opmerking.—Die voorsienings vir buise en pype, van yster of staal, word herskryf en die skale van reg word gewysig.

No. R. 2413 8 Desember 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 1 (No. 1/1/596)

Under section 48 of the Customs and Excise Act, 1964, Part 1 of Schedule 1 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 2413

8 Desember 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 1 (No. 1/1/596)

Kragtens artikel 48 van die Doeane- en Aksynswet, 1964, word Deel 1 van Bylae 1 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Tariff Heading	II Statistical Unit	Rate of Duty		
		General	M.F.N.	Preferential
87.07 By the substitution for subheading No. 87.07.08.10 of the following: ".10 With internal combustion piston engines"	no.	17%		10% (U.K.; Canada)"

Note.—The rate of duty on side loading type fork-lift trucks with internal combustion piston engines is reduced from 27% (General) and 20% (Preferential) to 17% (General) and 10% (Preferential).

BYLAE

I Tariefpos	II Statistiese Eenheid	Skaal van Reg		
		III Algemeen	IV M.B.N.	V Voorkeur
87.07 Deur subpos No. 87.07.08.10 deur die volgende te vervang: „10 Met binnebrandsuierenjins	getal	17%		10% (V.K.; Kanada)

Opmerking.—Die skaal van reg op kantlaaitipe vurkheftrokke met binnebrandsuierenjins word van 27% (Algemeen) en 20% (Voorkeur) na 17% (Algemeen) en 10% (Voorkeur) verlaag.

No. R. 2415 8 December 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 3 (No. 3/572)

Under section 75 of the Customs and Excise Act, 1964, Schedule 3 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 2415

8 Desember 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 3 (No. 3/572)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 3 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
304.06	By the substitution for tariff heading No. 29.16 of the following: „29.16 Citric acid	Full duty
306.09	By the insertion after tariff heading No. 29.22 of the following: „29.25 Ammonium carbamate, for the manufacture of fumigants	Full duty

Notes.—

1. The provision for a rebate of duty on tartaric acid for the manufacture of preparations of vegetables, fruit or other parts of plants, is withdrawn.
2. Provision is made for a rebate of the full duty on ammonium carbamate for the manufacture of fumigants.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
304.06	Deur tariefpos No. 29.16 deur die volgende te vervang: „29.16 Sitroensuur	Volle reg
306.09	Deur na tariefpos No. 29.22 die volgende in te voeg: „29.25 Ammoniumkarbamaat, vir die vervaardiging van berokingsmiddels	Volle reg

Opmerkings.—

1. Die voorsiening vir 'n korting op reg op wynsteensuur vir die vervaardiging van bereidings van groente, vrugte of ander dele van plante, word ingetrek.
2. Voorsiening word gemaak vir 'n volle korting op reg op ammoniumkarbamaat vir die vervaardiging van berokingsmiddels.

No. R. 2416 8 December 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 4 (No. 4/234)

Under section 75 of the Customs and Excise Act, 1964, Schedule 4 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 2416

8 Desember 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 4 (No. 4/234)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 4 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Rebate
460.15	By the substitution for tariff heading No. 73.18 of the following: "73.18 Tubes and pipes, of iron or steel, for use as steam boiler, superheater and economiser tubing, in such quantities and at such times as the Secretary for Industries may allow by specific permit	Full duty"

Note.—The provision for a rebate of duty on tubes and pipes, of iron or steel, with an external cross-sectional dimension not exceeding 50 mm, seamless, of a kind commonly used for the supply of water, steam or gas, is withdrawn.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Korting
460.15	Deur tariefpos No. 73.18 deur die volgende te vervang: „73.18 Buise en pype, van yster of staal, vir gebruik as stoomketel-, oorverhitter- en watervoerhitterbuisleiding, in die hoeveelhede en op die tye wat die Sekretaris van Nywerheidswese by bepaalde permit toelaat	Volle reg"

Opmerking.—Die voorsiening vir 'n korting op reg op buise en pype, van yster of staal, met 'n buitewarsdeursnee-afmeting van hoogstens 50 mm, naatloos, van 'n soort gewoonlik vir die toevoer van water, stoom of gas gebruik, word ingetrek.

No. R. 2417 8 December 1978

CUSTOMS AND EXCISE ACT, 1964

AMENDMENT OF SCHEDULE 5 (No. 5/85)

Under section 75 of the Customs and Excise Act, 1964, Schedule 5 to the said Act is hereby amended to the extent set out in the Schedule hereto.

O. P. F. HORWOOD, Minister of Finance.

No. R. 2417

8 Desember 1978

DOEANE- EN AKSYNSWET, 1964

WYSIGING VAN BYLAE 5 (No. 5/85)

Kragtens artikel 75 van die Doeane- en Aksynswet, 1964, word Bylae 5 by genoemde Wet hierby gewysig in die mate in die Bylae hiervan aangetoon.

O. P. F. HORWOOD, Minister van Finansies.

SCHEDULE

I Item	II Tariff Heading and Description	III Extent of Drawback
520.04	By the insertion after item 520.03 of the following: "520.04 Christmas crackers 36.05 Snaps, used in the manufacture of Christmas crackers	Full duty"

Note.—Provision is made for a drawback of the full duty on snaps used in the manufacture of Christmas crackers for export.

BYLAE

I Item	II Tariefpos en Beskrywing	III Mate van Teruggawe
520.04	Deur na item 520.03 die volgende in te voeg: „520.04 Kersklappers 36.05 Knallers, gebruik by die vervaardiging van Kersklappers	Volle reg"

Opmerking.—Voorsiening word gemaak vir 'n teruggawe van die volle reg op knallers gebruik by die vervaardiging van Kersklappers vir uitvoer.

DEPARTMENT OF DEFENCE

No. R. 2443

8 December 1978

REGULATIONS REGARDING COMMANDEERING FOR THE SOUTH AFRICAN DEFENCE FORCE

In terms of section 100 of the Defence Act, 1957 (Act 44 of 1957), the State President has promulgated the following regulations:

DEFINITIONS

1. In these regulations, unless the context otherwise indicates, the following expressions have the meanings as below:

“article” also any vehicle, aircraft, vessel, machinery, equipment, animal, foodstuffs, forage, produce, fuels, oils, and any other movable property or thing;

“owner” with reference to an article or premises, the person in whom ownership in such article or premises is vested or, in the case of premises subject to usufruct, the usufructuary thereof as well and also the agent or representative within the Republic, of such person or usufructuary;

“authorised officer” an officer authorised and appointed by the State President in terms of section 100 (1) of the Defence Act, 1957 (Act 44 of 1957), to commandeer on behalf of the South African Defence Force;

“commandeering” the handing over or proffering or the publication in the *Government Gazette* of a commandeering certificate and the consequent obtaining and taking possession by the SA Defence Force against compensation, during operations in defence of the Republic or for the prevention or suppression of terrorism or for the prevention or suppression of internal disorder in the Republic, from any person, or any public or other body, anything necessary for the mobilisation or the maintenance of the SA Defence Force or any part thereof, or of other forces acting in co-operation with the aforesaid, with or without the consent of that person or body;

“certificate of commandeering” any certificate as contained in Appendices 2 to 6 to these regulations;

“member” any member of the SA Defence Force;

“officer” any person who holds officer rank conferred on him in terms of section 83 of the Defence Act, 1957 (Act 44 of 1957);

“premises” any land, building, structure or other immovable property, and any usufruct over any land, building, structure or other immovable property;

“South African Defence Force” that Defence Force as described in section 5 of the Defence Act, 1957 (Act 44 of 1957);

“certificate of return” any certificate as contained in Appendices 7 to 11 to these regulations;

“works” also any building, structure, fence and fixtures and fittings (whether reconstructed or not) and any alteration or improvement thereof or addition thereto.

COMMANDEERING AUTHORITY

2. Authorised officers shall be in possession of a certificate, as contained in Appendix 1 to these regulations, in which the Chief of the SA Defence Force certifies that they have been authorised and appointed by the State President to commandeer.

DEPARTEMENT VAN VERDEDIGING

No. R. 2443

8 Desember 1978

REGULASIES IN VERBAND MET KOMMANDEERING VIR DIE SUID-AFRIKAANSE WEERMAG

Die Staatspresident het kragtens artikel 100 van die Verdedigingswet, 1957 (Wet 44 van 1957), die volgende regulasies gepromulgeer:

WOORDBEPALINGS

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

“artikel” ook enige voertuig, vliegtuig, vaartuig, masjinerie, uitrusting, dier, eetware, voer, produkte, brandstof, olie en enige ander roerende voorwerp of saak;

“eienaar”, met betrekking tot ’n artikel of perseel, die persoon by wie die eiendomsreg op die artikel of perseel berus, of, in die geval van ’n perseel wat aan vruggebruik onderhewig is, ook die vruggebruiker daarvan en ook die agent of verteenwoordiger in die Republiek van sodanige persoon of vruggebruiker;

“gemagtigde offisier” ’n offisier wat deur die Staatspresident kragtens artikel 100 (1) van die Verdedigingswet, 1957 (Wet 44 van 1957), gemagtig en aangestel is om namens die SA Weermag te kommandeer;

“kommandering” die oorhandiging of aanbieding of die publikasie in die *Staatskoerant* van ’n kommanderingssertifikaat en die gevolglike verkryging en besitneming deur die SA Weermag teen vergoeding, tydens optrede ter verdediging van die Republiek of ter voorkoming of onderdrukking van terrorisme of ter voorkoming of onderdrukking van binnelandse onluste in die Republiek, van enigiemand of enige openbare of ander liggaam, van enigiets wat nodig is vir die mobilisasie of instandhouding van die SA Weermag of enige deel daarvan of van ander magte wat in samewerking daarmee optree, met of sonder die toestemming van daardie persoon of liggaam;

“kommanderingssertifikaat” ’n sertifikaat soos vervat in Aanhangsels 2 tot 6 by hierdie regulasies;

“lid” ’n lid van die Suid-Afrikaanse Weermag;

“offisier” iemand wat ’n ingevolge artikel 83 van die Verdedigingswet, 1957 (Wet 44 van 1957), aan hom verleende offisiërsrang beklee;

“perseel” enige grond, gebou, bouwerk of ander onroerende eiendom en enige vruggebruik oor enige grond, gebou, bouwerk of ander onroerende eiendom;

“Suid-Afrikaanse Weermag” die Weermag soos uitengesit in artikel 5 van die Verdedigingswet, 1957 (Wet 44 van 1957);

“terughandigingssertifikaat” ’n sertifikaat soos vervat in Aanhangsels 7 tot 11 by hierdie regulasies;

“werke” ook enige gebou, bouwerk, heining en vaste uitrusting en toebehore (hetsy herbou of nie) en enige verandering of verbetering daarvan of byvoeging daartoe.

KOMMANDERINGSMAGTIGING

2. Gemagtigde offisiere moet beskik oor ’n sertifikaat soos vervat in Aanhangsel 1 by hierdie regulasies waarin die Hoof van die SA Weermag sertifiseer dat hulle deur die Staatspresident gemagtig en aangestel is om te kommandeer.

COMMANDEERING OF ARTICLES AND PREMISES

3. (1) Any article shall, with effect from the date of taking possession by the SA Defence Force, be deemed to have been sold or leased to the SA Defence Force, as the case may be.

(2) Any premises shall, with effect from the date of taking possession by the SA Defence Force, be deemed to have been leased to the SA Defence Force, subject to the terms and conditions contained in these regulations.

(3) Any authorised officer may demand delivery of a commandeered article or premises and forthwith take, occupy or use it on behalf of the SA Defence Force or authorise a member thus to take, occupy or use it, for which delivery the commandeering certificate shall serve as receipt.

(4) Any officer of the SA Defence Force may at any time return an article and/or premises which in terms of regulation 3 (1) or 3 (2) is deemed to have been leased to the SA Defence Force to the owner thereof, and the lease thereof shall be deemed to be terminated with effect from the date stated on the return certificate.

RIGHTS OF OWNERS, OCCUPIERS OR POSSESSORS

4. (1) The owner, occupier or possessor of any article or premises that has been commandeered in terms of regulation 3 (1) need not surrender any article or premises to an authorised officer unless a written receipt as stated in Regulation 3 (3) is tendered to him.

(2) The owner shall be entitled to payment of the usual purchase price or reasonable rental as the case may be and, if any dispute arises in this regard, such purchase price or rental shall be determined by arbitration.

DETERMINATION OF COMPENSATION

5. (1) In determining the amount of compensation payable to the owner the following shall not be taken into consideration:

(a) The fact that the permission of the owner has not been obtained;

(b) the suitability or usefulness of the article, premises or works for the purpose for which the SA Defence Force has commandeered it, if it is improbable that it could have been obtained for that purpose in the open market;

(c) the increase in the value of any article, premises or works as a result of the illegal use thereof;

(d) the increase of value as a result of improvements effected after the date of commandeering;

(e) anything done with a view to obtaining compensation therefor.

(2) The purchase price of any article which has become the property of the SA Defence Force in terms of regulation 3 (1) shall be paid to the owner.

(3) The rental in respect of any article, premises or works leased to the SA Defence Force in terms of regulation 3 (1) and (2) shall be paid to the owner thereof quarterly in arrear.

(4) No compensation or portion thereof shall be paid to the owner before commandeering.

(5) Interest at standard rates as contained in section 26 of the Exchequer and Audit Act, 1975 (Act 66 of 1975), at the time of commandeering shall be payable on any outstanding portion of the compensation from the date of taking possession except where—

(a) the amount has been paid to the owner or paid over on his behalf or paid in at a Master of the Supreme Court or SA Development Trust;

KOMMANDERING VAN ARTIKELS OF PERSELE

3. (1) 'n Artikel word met ingang van die datum van besitneming geag aan die SA Weermag verkoop of verhuur te wees, na gelang van die geval.

(2) 'n Perseel word met ingang van die datum van besitneming deur die SA Weermag geag verhuur te wees aan die SA Weermag, onderworpe aan die bedinge en voorwaardes soos vervat in hierdie regulasies.

(3) 'n Gemagtigde offisier kan lewering eis van 'n gekommandeerde artikel of perseel en dit onverwyld ten behoeve van die SA Weermag neem, okkupeer of gebruik of 'n lid magtig om dit aldus te neem, te okkupeer of te gebruik vir welke lewering die kommanderingsertifikaat as kwitansie dien.

(4) 'n Offisier van die SA Weermag kan te eniger tyd 'n artikel en/of perseel wat ingevolge regulasie 3 (1) of 3 (2) geag word aan die SA Weermag verhuur te wees, aan die eienaar daarvan terugbesorg, en die huur daarvan word geag beëindig te wees met ingang vanaf die datum vermeld op die terughandigingsertifikaat.

REGTE VAN EIENAARS, OKKUPEERDERS OF BESITTERS

4. (1) Die eienaar, okkupeerder of besitter van 'n artikel of perseel wat ingevolge regulasie 3 (1) gekommandeer word, hoef geen artikel of perseel aan 'n gemagtigde offisier af te gee nie tensy 'n skriftelike kwitansie soos vermeld in regulasie 3 (3) aan hom aangebied word nie.

(2) Die eienaar is geregtig op betaling van die gebruiklike koopsom of redelike huurgeld na gelang van die geval, en indien 'n geskil daaromtrent ontstaan, sal sodanige koopsom of huurgeld bepaal word deur arbitrasie.

BEPALING VAN VERGOEDING

5. (1) By die bepaling van die bedrag as vergoeding betaalbaar aan die eienaar word die volgende nie in ag geneem nie:

(a) Die feit dat die eienaar se toestemming nie verkry is nie;

(b) die geskiktheid of bruikbaarheid van die artikel, perseel of werke vir die doel waarvoor die SA Weermag dit kommandeer indien dit onwaarskynlik is dat dit vir daardie doel in die ope mark verkry sou kon word;

(c) die verhoging van die waarde van 'n artikel, perseel of werke as gevolg van die onwettige gebruik daarvan;

(d) die verhoging van waarde as gevolg van die aanbring van verbeterings na die kommanderingsdatum;

(e) enigiets wat gedoen is met die oogmerk om vergoeding daarvoor te verkry.

(2) Die koopsom van 'n artikel wat ingevolge regulasie 3 (1) die eiendom van die SA Weermag geword het, word aan die eienaar betaal.

(3) Die huurgeld ten opsigte van 'n artikel, perseel of werke wat ingevolge regulasie 3 (1) en (2) aan die SA Weermag verhuur is, word driemaandeliks agteruit aan die eienaar daarvan betaal.

(4) Geen vergoeding, of 'n gedeelte daarvan, word voor kommandering aan die eienaar betaal nie.

(5) Rente teen standaardrentekoers soos bedoel in artikel 26 van die Skatkis- en Ouditwet, 1975 (Wet 66 van 1975), ten tye van kommandering is betaalbaar op enige agterstallige gedeelte van die vergoeding vanaf die datum van besitneming behalwe waar—

(a) die bedrag aan die eienaar uitbetaal, of namens hom oorbetaal, of by 'n Meester van die Hooggeregshof of SA Ontwikkelingstrust gestort is;

(b) the owner still occupies or utilises the commandeered goods;

(c) the amount has been made available to the owner or lawful claimant, whether it has been accepted or not;

(d) a dispute exists as to who should receive the amount; or

(e) doubt exists as to whom the amount should be paid.

(6) The owner of any article that has been leased to the SA Defence Force in terms of regulation 3 (1) shall, upon termination of the contract be paid such an amount in compensation for any damage (reasonable depreciation due to normal use excluded) that has been caused to such article while in the use of the SA Defence Force, as may be agreed upon between such owner and the Chief of the SA Defence Force or, failing such agreement, as may be determined by arbitration.

6. The SA Defence Force shall be responsible for the maintenance and care of articles and premises from the date of taking into use until the date on which these are returned to the owner. From the date of commandeering until the date of taking into use the owner is obliged to maintain the article or premises.

TERMS AND CONDITIONS

7. The Following terms and conditions apply to premises which have been leased to the SA Defence Force in terms of regulation 3 (2):

(1) The contract of lease shall continue until the date specified by the Chief of the SA Defence Force or an officer authorised by him to do so in the certificate of return.

(2) All rates and other taxes payable in respect of such premises shall be paid by the owner: Provided that if such rates and taxes remain unpaid notwithstanding proper demand therefor by the local authority concerned, the SA Defence Force shall, at the request of the local authority, deduct the amount due in respect of such rates and taxes from the rental and pay over such amount to the local authority, the balance (if any) remaining to be paid to the owner.

(3) Any works constructed by the SA Defence Force, in or on any premises may, at any time during the currency of the lease contract or within a period of six months after the expiration thereof, be removed by the SA Defence Force.

(4) The SA Defence Force may, at any time during the currency of the lease contract or within a period of six months after the expiration thereof, give the owner the option to purchase any works erected by the SA Defence Force on the premises at a price determined by the Chief of the SA Defence Force, which price shall not be less than the amount by which the value of the premises has been enhanced or the value of the materials used in the construction of said works, whichever is the greater, but shall not exceed the total cost of the construction thereof.

(b) die eienaar die gekommandeerde goed nog okkupeer of benut;

(c) die bedrag aan die eienaar of wettige aanspraakmaker daarop beskikbaar gestel is of dit aanvaar is al dan nie;

(d) daar 'n geskil is oor wie die bedrag moet kry; of

(e) daar twyfel bestaan aan wie die bedrag betaal moet word.

(6) Aan die eienaar van 'n artikel wat ingevolge regulasie 3 (1) aan die SA Weermag verhuur is, word by beëindiging van die kontrak dié bedrag betaal as vergoeding vir enige skade (redelike slytasie as gevolg van normale gebruik uitgesluit) wat veroorsaak is aan sodanige artikel terwyl dit deur die SA Weermag gebruik is, waartoe ooreengekom word tussen sodanige eienaar en die Hoof van die SA Weermag of, by ontstentenis van sodanige ooreenkoms, soos by arbitrasie bepaal.

6. Die SA Weermag is verantwoordelik vir die instandhouding en versorging van artikels en persele vanaf die datum van gebruikneming tot en met die datum waarop dit aan die eienaar terugbesorg word. Na die kommanderingsdatum tot en met die datum van gebruikneming is die eienaar verplig om die artikel of perseel in stand te hou.

BEDINGE EN VOORWAARDES

7. Die volgende bedinge en voorwaardes is van toepassing op 'n perseel wat ingevolge regulasie 3 (2) aan die SA Weermag verhuur is:

(1) Die huurkontrak duur tot en met die datum soos vermeld deur die Hoof van die SA Weermag of 'n offisier deur hom daartoe gemagtig in die terughandigingssertifikaat.

(2) Alle eiendoms- en ander belasting ten opsigte van sodanige perseel betaalbaar, word deur die eienaar betaal: Met dien verstande dat, indien sodanige belasting onbetaal bly ondanks behoorlike opeising daarvan deur die betrokke plaaslike bestuur, die SA Weermag op versoek van die plaaslike bestuur die bedrag verskuldig ten opsigte van sodanige belasting moet aftrek van die huurgeld en aan die plaaslike bestuur moet oorbetal, terwyl die saldo (indien enige) aan die eienaar betaal moet word.

(3) Enige werke wat deur die SA Weermag in of op 'n perseel opgerig is, kan te eniger tyd gedurende die termyn van die huurkontrak, of binne 'n tydperk van ses maande na verstryking daarvan, deur die SA Weermag verwyder word.

(4) Die SA Weermag kan te eniger tyd gedurende die termyn van die huurkontrak, of binne 'n tydperk van ses maande na verstryking daarvan, die eienaar die keuse gee om enige werke wat deur die SA Weermag op die perseel opgerig is, te koop teen 'n prys bepaal deur die Hoof van die SA Weermag welke prys nie laer mag wees nie as die bedrag waarmee die waarde van die perseel verhoog is of die waarde van die materiaal wat gebruik is by die oprigting van genoemde werke, welke ookal die hoogste is, maar wat nie hoër mag wees as die totale koste van die oprigting daarvan nie.

(5) Subject to regulation 7 (4), the SA Defence Force shall have the right to sell any works that the owner does not elect to purchase in terms of regulation 7 (4) to any other person, and such person shall have the right to enter upon the premises and remove such works purchased by him during the currency of, or within six months of the termination of the lease.

(6) Notwithstanding any provisions to the contrary contained herein, the SA Defence Force may abandon its ownership in any such works and the SA Defence Force shall not be required to remove such works.

(7) Failure by the SA Defence Force to sell or remove any works during the currency of, or within six months of the termination of the lease shall be deemed to constitute an abandonment of the SA Defence Force's ownership therein.

(8) During the currency of the lease the SA Defence Force shall be responsible for the maintenance and repair of all the improvements upon such premises which are the property of the owner, and shall, at the termination of the lease, subject to the provisions of regulation 7 (6), return the premises to the owner in the same condition as that in which it was at the commencement of the lease, depreciation due to normal use excepted: Provided that in the event of any repair being necessary to restore the premises to such condition the SA Defence Force may, after due notice to the owner, at its option in lieu of effecting such repair, pay to the said owner such amount as may be agreed upon between such owner and the Chief of the SA Defence Force or, failing such agreement, an amount as may be determined by arbitration.

(9) Any notice or other communication required to be addressed by the SA Defence Force to the owner or by the owner to the SA Defence Force in terms of any provision of the lease, shall be in writing and shall be served upon him by handing it over to him or by forwarding it by registered post to his last-known address, or, as the case may be, upon the Chief of the SA Defence Force by handing it over to him or by forwarding it by registered post to him.

APPENDIX 1

COMMANDEERING AUTHORITY

This is to certify that the State President in terms of the provisions of section 100 of the Defence Act, 1957 (Act 44 of 1957) and the regulations promulgated in terms thereof has authorised and appointed:

No.
Full Name.....
Rank.....
an officer in the SA Defence Force, on the behalf of the SA Defence Force, to commandeer, any article, premises or works, subject to the provisions of the Defence Act and the regulations promulgated in terms thereof.

Chief of the SA Defence Force

APPENDIX 2

COMMANDEERING OF VEHICLES BY THE SA DEFENCE FORCE

Commandeering certificate (vehicles).....
Control number.....
Commandeering officer:
No. Name..... Rank.....
Unit.....

The owner of the vehicle(s) must request the commandeering officer to identify himself properly.

(5) Die SA Weermag het die reg om onderworpe aan regulasie 7 (4) enige werke wat die eienaar, volgens sy keuse, nie ingevolge regulasie 7 (4) koop nie, te verkoop aan 'n ander persoon, en sodanige persoon het die reg om die perseel te betree en sodanige werke wat deur hom gekoop is te verwyder gedurende die termyn van, of binne ses maande van die beëindiging van die huurkontrak.

(6) Ondanks andersluidende bepalings hierin vervat, kan die SA Weermag die eiendomsreg op enige sodanige werke laat vaar en is die SA Weermag nie verplig om sodanige werke te verwyder nie.

(7) Versuim deur die SA Weermag om enige werke te verkoop of te verwyder gedurende die termyn van die huurkontrak of binne ses maande vanaf beëindiging daarvan, word geag 'n prysgewing van die SA Weermag se eiendomsreg daarop te wees.

(8) Gedurende die termyn van die huurkontrak is die SA Weermag verantwoordelik vir die instandhouding en herstel van al die verbeterings op sodanige perseel wat die eiendom van die eienaar is, en by beëindiging van die huurkontrak moet die SA Weermag, behoudens die bepalings van regulasie 7 (6), die perseel aan die eienaar in dieselfde toestand as waarin dit by aanvang van die huurkontrak was, terugbesorg, waardevermindering as gevolg van normale gebruik uitgesluit: Met dien verstande dat ingeval enige herstelwerk nodig is om die perseel tot sodanige toestand te herstel, die SA Weermag na behoorlike kennisgewing aan die eienaar volgens eie keuse instede van sodanige herstelwerk te doen, aan genoemde eienaar dié bedrag kan betaal waarvoor ooreengekom word tussen sodanige eienaar en die Hoof van die SA Weermag of, by ontstentenis van sodanige ooreenkoms, 'n bedrag soos by arbitrasie bepaal.

(9) 'n Kennisgewing of ander mededeling wat ingevolge 'n bepaling van die huurkontrak deur die SA Weermag aan die eienaar of deur die eienaar aan die SA Weermag gerig moet word, moet skriftelik wees en beteken word deur dit te oorhandig of per aangetekende pos te versend na sy jongste bekende adres, of, na gelang van die geval, aan die Hoof van die SA Weermag, en wel deur dit aan hom te oorhandig of per aangetekende pos te versend.

AANHANGSEL 1

KOMMANDERINGSMAGTIGING

Hiermee word gesertifiseer dat die Staatspresident kragtens die bepalings van artikel 100 van die Verdedigingswet, 1957 (Wet 44 van 1957) en die regulasies daarkragtens uitgevaardig:

No.
Volle naam.....
Rang.....

'n Offisier in die SA Weermag, gemagtig en aangestel het om namens die SA Weermag enige artikel, perseel of werke te kommandeer, onderworpe aan die bepalings van die Verdedigingswet en die Regulasies daarkragtens uitgevaardig.

Hoof van die SA Weermag

AANHANGSEL 2

KOMMANDERING VAN VOERTUIG DEUR DIE SAW

Kommanderingstifikaat (voertuig)..... Kontrolenommer.....
Kommanderingsoffisier:

No. Naam..... Rang.....
Enheid.....

Die eienaar van die voertuig/voertuie moet die kommanderingsoffisier versoek om homself behoorlik te identifiseer.

Description of Vehicle(s)	Vehicle 1	Vehicle 2	Vehicle 3
1. Type of vehicle and make.....			
2. Year of manufacture.....			
3. Type of fuel or drive.....			
4. Registration No.....			
5. Engine No.....			
6. Chassis No.....			
7. Odometer reading.....			
8. Condition of vehicle:			
a. Body.....			
b. Window.....			
c. Lights.....			
d. Indicators and windscreen wipers.....			
e. Tyres (condition and % wear)			
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
viii.			
Spare wheel.....			
f. General condition.....			
g. Battery.....			
h. Tools.....			
i. Fuel in tank (litres).....			
9. Estimated value of vehicle.....			

Name and address of owner.....
 Identity No.....
 Name and address of next of kin.....

I agree that the particulars and condition of the vehicle(s) mentioned above are true and correct.

Signature of Owner or
 Authorised Representative
 Envisaged date of taking into use by the SADF.....

Commandeering Officer
 Date

INFORMATION FOR OWNER

1. Payment of compensation is effected automatically and claims need not be submitted.

2. If—

- after 60 days after commandeering of your vehicle(s) you have not received a letter or any other communication from the SA Defence Force or any other State body iro the said commandeering; or
- you wish to make any enquiries iro the commandeering of your vehicle(s); or
- you have any complaints iro the commandeering; or
- you are not satisfied with the compensation you have received; or
- you wish to submit any claims iro damage to the vehicle(s),

you are to address written representations, quoting the control number appearing on this certificate, to—

The Chief of the SA Defence Force
 Private Bag X175
 Pretoria
 0001

3. The SA Defence Force is responsible for the maintenance and servicing of vehicles from the date of taking into use until the date they are returned to the owner. After the commandeering to the date of taking into use the owner is obliged to maintain the vehicle.

4. The date of commandeering is, in terms of section 1 of the Regulations, the date on which the commandeering certificate is handed over or proffered or, if the notice was published in the *Government Gazette*, the date of the *Government Gazette* concerned.

5. The date of taking into use is the date on which the SA Defence Force takes the vehicles and starts to use them for its own purposes.

6. Attention is directed to section 124 of the Defence Act, 1957 (Act 44 of 1957), which reads as follows:

"Any person who falsely represents himself to be an officer authorized and appointed in terms of section one hundred or who in any manner contravenes the regulations made for the purpose of

Beskrywing van voertuig/voertuie	Voertuig 1	Voertuig 2	Voertuig 3
1. Tipe voertuig en fabrikaat.....			
2. Jaar van vervaardiging.....			
3. Tipe brandstof of aandrywing.....			
4. Registrasienuommer.....			
5. Enjinnommer.....			
6. Onderstelnummer.....			
7. Afstandmeterlesing.....			
8. Toestand van voertuig:			
a. Bakwerk.....			
b. Ruite.....			
c. Ligte.....			
d. Flickerligte en ruitveërs.....			
e. Bande (toestand en % slytasie).....			
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
viii.			
Noodwiel.....			
f. Algemene toestand.....			
g. Battery.....			
h. Gereedskap.....			
i. Brandstof in tenk (liters).....			
9. Geskatte waarde van voertuig.....			

Naam en adres van eienaar.....
 Persoonsnommer.....
 Naam en adres van naasbestaande.....

Ek stem saam dat die besonderhede en toestand van die voertuig/voertuie hierbo genoem, waar en juis is.

Handtekening van eienaar of
 Gemagtigde Verteenwoordiger
 Beoogde datum van gebruikneming deur die SA Weermag.....

Kommanderingsoffisier
 Datum

INFORMASIE AAN EIENAAR

1. Betaling van vergoeding geskied outomaties en daar hoef nie eise ingedien te word nie.

2. Indien u—

- 60 dae na die kommandering van u voertuig/voertuie nog geen skrywe of enige ander kommunikasie van die SA Weermag of 'n ander Staatsinstansie i/s genoemde kommandering ontvang het nie; of
- Indien u enige navraag tov die kommandering van u voertuig/voertuie wil doen; of
- indien u enige klagtes tov die kommandering het; of
- indien u nie met die vergoeding wat u ontvang het, tevrede is nie; of
- indien u enige eise tov skade aan die voertuig/voertuie gedoen, wil indien,

moet u skriftelik vertoë, met vermelding van die kontrolnommer wat op hierdie sertifikaat voorkom, rig aan—

Die Hoof van die SA Weermag
 Privaatsak X175
 Pretoria
 0001

3. Die SA Weermag is verantwoordelik vir die instandhouding en versiening van voertuie vanaf die datum van gebruikneming tot die datum waarop dit aan die eienaar terugbesorg word. Na die kommandering tot die datum van gebruikneming is die eienaar verplig om die voertuig in stand te hou.

4. Die datum van kommandering is ooreenkomstig artikel 1 van die Regulasies die datum waarop die kommanderingssertifikaat oorhandig of aangebied is, of indien die kennisgewing in die *Staatskoerant* gepubliseer word, die datum van die betrokke *Staatskoerant*.

5. Die datum van gebruikneming is die datum waarop die SAW die voertuie neem en vir sy eie doeleindes begin gebruik.

6. Aandag word gevestig op artikel 124 van die Verdedigingswet, 1957 (Wet 44 van 1957), wat soos volg lui:

"*Misdrywe in verband met kommandering.*—Iemand wat hom valslik as 'n ooreenkomstig artikel honderd gemagtigde en aange-stelde offisier voordoen, of wat op enige wyse die vir die toepassing

that section, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand rand or to imprisonment with or without compulsory labour for a period not exceeding ten years or to both such fine and such imprisonment."

APPENDIX 3

COMMANDEERING OF GROUNDS AND BUILDINGS BY THE SADF

Commandeering certificate (ground and buildings).....
Control number.....
Commandeering officer:
No..... Name..... Rank.....
Unit.....

The owner of the property must request the commandeering officer to identify himself properly.

DESCRIPTION OF PROPERTY

1. Stand.....
2. Area in square metres or hectares.....
3. Number of rooms.....
4. Is electricity available (electric power).....
5. If so, provided by whom.....
6. Electricity meter reading.....
 - a. On date of notification.....
 - b. On date of taking into use.....
7. Is water available.....
8. If so, how or by whom provided.....
9. Water-meter reading:.....
 - a. On date of notification.....
 - b. On date of taking into use.....
10. Is there a telephone.....
11. General condition of property on date of notification:.....
 - a. Windows and panes.....
 - b. Roof, gutters and down-pipes.....
 - c. Doors and locks.....
 - d. Facilities: washbasins, baths, lavatories (toilets).....
 - e. Floors and mats.....
 - f. Condition of walls, paintwork and ceilings.....
 - g. Furniture, built-in cupboards, etc.....
 - h. Curtains, chandeliers and carpets, etc.....
 - i. Electrical wiring, wall sockets and switches.....
 - j. Garden, garden furniture, plants and fences.....
 - k. Swimming-pool and other recreational facilities.....
 - l. Other, and general description.....
12. Reason for and purpose of commandeering.....
13. Any special arrangements.....
14. Estimated value of property.....

I agree that the particulars and condition of the property and/or any other article above have been described correctly.

Signature of owner or authorised representative..... Date.....

Full name and address of owner.....
Identity number.....
Address of property.....
Name and address of next of kin.....

Envisaged date of taking into use by the SADF.....

Commandeering Officer..... Date.....

INFORMATION FOR OWNER

1. Payment of compensation is effected automatically and claims need not be submitted.
2. If—
 - a. after 60 days after commandeering of your property(ies) you have not received a letter or any other communication from the SA Defence Force or any other State body iro the said commandeering; or
 - b. you wish to make any enquiries iro the commandeering of your property(ies); or
 - c. you have any complaints iro the commandeering; or
 - d. you are not satisfied with the compensation you have received; or
 - e. you wish to submit any claims iro damage to the property(ies),

van daardie artikel uitgevaardigde regulasies oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens twee duisend rand of met gevangenisstraf met of sonder dwangarbeid vir 'n tydperk van hoogstens tien jaar of met beide daardie boete en daardie gevangenisstraf."

AANHANGSEL 3

KOMMANDERING VAN GROND EN GEBOUE DEUR DIE SAW

Kommanderingssertifikaat (grond en geboue).....
Kontrolenommer.....
Kommanderingsoffisier:
No..... Naam..... Rang.....
Eenheid.....

Die eienaar van die eiendom moet die kommanderingsoffisier versoek om homself behoorlik te identifiseer.

BESKRYWING VAN EIENDOM

1. Standplaas.....
2. Oppervlakte in vk m of in hektaar.....
3. Aantal vertrekke.....
4. Is elektriese krag beskikbaar?.....
5. Indien wel, deur wie verskaf.....
6. Elektriese meterlesing:.....
 - a. Op kennisgewingdatum.....
 - b. Op datum van gebruikneming.....
7. Is water beskikbaar?.....
8. Indien wel, hoe of deur wie verskaf.....
9. Watermeterlesing:.....
 - a. Op kennisgewingdatum.....
 - b. Op datum van gebruikneming.....
10. Is daar 'n telefoon?.....
11. Algemene toestand van eiendom op die kennisgewingdatum:.....
 - a. Vensters en ruite.....
 - b. Dak, geute en geutype.....
 - c. Deure en slotte.....
 - d. Fasiliteite—wasbakke, baddens, toilette.....
 - e. Vloere en matte.....
 - f. Toestand van mure, verwerk en plafonne.....
 - g. Meubels, ingeboude kaste, ens.....
 - h. Gordyne, kroonlugters, tapyte, ens.....
 - i. Elektriese bedrading, kontakskakke en skakelaars.....
 - j. Tuin, tuinmeubels, plante en omheinings.....
 - k. Swembad en ander ontspanningsfasiliteite.....
 - l. Ander, en algemene beskrywing.....
12. Rede en doel vir kommandering.....
13. Enige spesiale reëlins.....
14. Geskatte waarde van eiendom.....

Ek stem saam dat die besonderhede en toestand van die perseel en/of enige ander artikels hierbo genoem, waar en juis is:

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....

Volle naam en adres van eienaar.....
Persoonsnommer.....
Adres van die eiendom.....
Naam en adres van naasbestaande.....

Beoogde datum van gebruikneming deur die SA Weermag.....

Kommanderingsoffisier..... Datum.....

INFORMASIE AAN EIENAAR

1. Betaling van vergoeding geskied outomaties en daar hoef nie eise ingedien te word nie.
2. Indien u—
 - a. 60 dae na die kommandering van u eiendom/eiendomme nog geen skrywe of enige ander kommunikasie van die SA Weermag of 'n ander Staatsinstansie i/s genoemde kommandering ontvang het nie; of
 - b. Indien u enige navraag tov die kommandering van u eiendom/eiendomme wil doen; of
 - c. indien u enige klagtes tov die kommandering het; of
 - d. indien u nie met die vergoeding wat u ontvang het, tevrede is nie; of
 - e. indien u enige eise tov skade aan die eiendom/eiendomme gedoen, wil indien,

you are to address written representations, quoting the control number appearing on this certificate, to—

The Chief of the SA Defence Force
Private Bag X175
Pretoria
0001

3. The SA Defence Force is responsible for the maintenance and servicing of properties from the date of taking into use until the date they are returned to the owner. After the commandeering to the date of taking into use the owner is obliged to maintain the property.

4. The date of commandeering is, in terms of section 1 of the Regulations, the date on which the commandeering certificate is handed over or proffered or, if the notice was published in the *Government Gazette*, the date of the *Government Gazette* concerned.

5. The date of taking into use is the date on which the SA Defence Force takes the properties and starts to use them for its own purposes.

6. Attention is directed to section 124 of the Defence Act, 1957 (Act 44 of 1957), which reads as follows:

"Any person who falsely represents himself to be an officer authorized and appointed in terms of section one hundred or who in any manner contravenes the regulations made for the purpose of that section, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand rand or to imprisonment with or without compulsory labour for a period not exceeding ten years or to both such fine and such imprisonment."

APPENDIX 4

COMMANDEERING OF MISCELLANEOUS GOODS

Commandeering certificate (goods).....
Control number.....
Commandeering officer:
No. Name Rank
Unit.....

The owner of the goods must request the commandeering officer to identify himself properly.

This certificate must not be used when grounds, buildings or vehicles are commandeered.

Serial No.	Description and condition of goods	Quantity	Value

I declare that the particulars and condition of the goods specified above have been correctly described in all respects.

Signature of owner or authorised representative Date

Name and address of owner.....

Identity number.....

Name and address of next of kin.....

Envisaged date of taking into use by the SADF.....

Commandeering officer Date

INFORMATION FOR OWNER

1. Payment of compensation is effected automatically and claims need not be submitted.

2. If—

- after 60 days after commandeering of your goods you have not received a letter or any other communication from the SA Defence Force or any other State body iro the said commandeering; or
- you wish to make any enquiries iro the commandeering of your goods; or
- you have any complaints iro the commandeering; or
- you are not satisfied with the compensation you have received; or
- you wish to submit any claims iro damage to the goods,

moet u skriftelik vertoë, met vermelding van die kontrolenommer wat op hierdie sertifikaat voorkom, rig aan—

Die Hoof van die SA Weermag
Privaatsak X175
Pretoria
0001

3. Die SA Weermag is verantwoordelik vir die instandhouding en versiening van eiendomme vanaf die datum van gebruikneming tot die datum waarop dit aan die eienaar terugbesorg word. Na die kommandering tot die datum van gebruikneming is die eienaar verplig om die eiendom in stand te hou.

4. Die datum van kommandering is ooreenkomstig artikel 1 van die Regulasies die datum waarop die kommanderingssertifikaat oorhandig of aangebied is, of indien die kennisgewing in die *Staatskoerant* gepubliseer word, die datum van die betrokke *Staatskoerant*.

5. Die datum van gebruikneming is die datum waarop die SAW die eiendomme neem en vir sy eie doeleindes begin gebruik.

6. Aandag word gevestig op artikel 124 van die Verdedigingswet, 1957 (Wet 44 van 1957), wat soos volg lui:

"*Misdrywe in verband met kommandering.*—Iemand wat hom valslik as 'n ooreenkomstig artikel honderd gemagtig en aangestelde offisier voordoen, of wat op enige wyse die vir die toepassing van daardie artikel uitgevaardigde regulasies oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens twee duisend rand of met gevangenisstraf met of sonder dwangarbeid vir 'n tydperk van hoogstens tien jaar of met beide daardie boete en daardie gevangenisstraf."

AANHANGSEL 4

KOMMANDERING VAN DIVERSE GOEDERE

Kommanderingssertifikaat (goedere).....Kontroleno.....
Kommanderingsoffisier:
No. Naam Rang
Eenheid.....

Die eienaar van goedere moet die kommanderingsoffisier versoek om homself behoorlik te identifiseer.

Hierdie sertifikaat moet nie gebruik word wanneer grond, geboue of voertuie gekommandeer word nie.

Reeksno.	Beskrywing en toestand van goedere	Hoeveelheid	Waarde

Ek verklaar dat die besonderhede en toestand van die artikels hierbo genoem, in alle opsigte waar en juis is.

Handtekening van eienaar of gemagtigde verteenwoordiger Datum

Naam en adres van eienaar.....

Persoonsnommer.....

Naam en adres van naasbestaande.....

Beoogde datum van gebruikneming deur die SA Weermag.....

Kommanderingsoffisier Datum

INFORMASIE AAN EIENAAR

1. Betaling van vergoeding geskied outomaties en daar hoef nie eise ingedien te word nie.

2. Indien u—

- 60 dae na die kommandering van u goed/goedere nog geen skrywe of enige ander kommunikasie van die SA Weermag of 'n ander Staatsinstansie i/s genoemde kommandering ontvang het nie; of
- indien u enige navraag tov die kommandering van u goed/goedere wil doen; of
- indien u enige klagtes tov die kommandering het; of
- indien u nie met die vergoeding wat u ontvang het, tevrede is nie; of
- indien u enige eise tov skade aan die goed/goedere gedoen, wil indien,

you are to address written representations, quoting the control number appearing on this certificate, to—

The Chief of the SA Defence Force
Private Bag X175
Pretoria
0001

3. The SA Defence Force is responsible for the maintenance and servicing of goods from the date of taking into use until the date they are returned to the owner. After the commandeering to the date of taking into use the owner is obliged to maintain the goods.

4. The date of commandeering is, in terms of section 1 of the Regulations, the date on which the commandeering certificate is handed over or proffered or, if the notice was published in the *Government Gazette*, the date of the *Government Gazette* concerned.

5. The date of taking into use is the date on which the SA Defence Force takes the vehicles and starts to use them for its own purposes.

6. Attention is directed to section 124 of the Defence Act, 1957 (Act 44 of 1957), which reads as follows:

"Any person who falsely represents himself to be an officer authorized and appointed in terms of section one hundred or who in any manner contravenes the regulations made for the purpose of that section, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand rand or to imprisonment with or without compulsory labour for a period not exceeding ten years or to both such fine and such imprisonment."

APPENDIX 5

COMMANDEERING OF AIRCRAFT BY THE SADP

Commandeering certificate (aircraft).....
Control number.....
Commandeering officer:
No..... Rank..... Name.....
Unit.....

The owner of the aircraft must request the commandeering officer to identify himself properly.

DESCRIPTION OF AIRCRAFT

1. Type of aircraft.....
2. Model and year of manufacture.....
3. Registration number.....
4. Air-frame manufacture number.....
5. Number of air-frame hours since new.....
6. Make of engine.....

	Hours done	S or U/S
7. Engines:		
No. 1 Serial No.....		
No. 2 Serial No.....		
No. 3 Serial No.....		
No. 4 Serial No.....		
8. Air screws:		
No. 1 Serial No.....		
No. 2 Serial No.....		
No. 3 Serial No.....		
No. 4 Serial No.....		
9. Electrical equipment.....		
10. Instruments.....		
11. Safety equipment.....		
12. Miscellaneous equipment.....		
13. Quantity of fuel in aircraft.....		
14. Documentation received.....		
15. General condition of aircraft.....		

Name and address of owner.....

Identity number.....

Name and address of next of kin.....

I agree that the particulars and condition of the aircraft, as stated above, are true and correct.

Signature of owner or authorised representative..... Date.....

Signature of witness..... Date.....

Envisaged date of taking into use by the SADP.....

Commandeering Officer..... Date.....

moet u skriftelik vertoë, met vermelding van die kontrolenommer wat op hierdie sertifikaat voorkom, rig aan—

Die Hoof van die SA Weermag
Privaatsak X175
Pretoria
0001

3. Die SA Weermag is verantwoordelik vir die instandhouding en versiening van goedere vanaf die datum van gebruikneming tot die datum waarop dit aan die eienaar terugbesorg word. Na die kommandering tot die datum van gebruikneming is die eienaar verplig om die goed in stand te hou.

4. Die datum van kommandering is ooreenkomstig artikel 1 van die Regulasies die datum waarop die kommanderingssertifikaat oorhandig of aangebied is, of indien die kennisgewing in die *Staatskoerant* gepubliseer word, die datum van die betrokke *Staatskoerant*.

5. Die datum van gebruikneming is die datum waarop die SAW die goedere neem en vir sy eie doeleindes begin gebruik.

6. Aandag word gevestig op artikel 124 van die Verdedigingswet, 1957 (Wet 44 van 1957), wat soos volg lui:

"*Misdrywe in verband met kommandering.*—Iemand wat hom valslik as 'n ooreenkomstig artikel honderd gemagtig en aangestelde offisier voordoen, of wat op enige wyse die vir die toepassing van daardie artikel uitgevaardigde regulasies oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens twee duisend rand of met gevangenisstraf met of sonder dwangarbeid vir 'n tydperk van hoogstens tien jaar of met beide daardie boete en daardie gevangenisstraf."

AANHANGSEL 5

KOMMANDERING VAN VLEGTUIG DEUR DIE SAW

Kommanderingssertifikaat (vliegtuig).....
Kontrolenommer.....
Kommanderingsoffisier:
No..... Rang..... Naam.....
Eenheid.....

Die eienaar van die vliegtuig moet die Kommanderingsoffisier versoek om homself behoorlik te identifiseer.

BESKRYWING VAN VLEGTUIG

1. Tipe vliegtuig.....
2. Model en jaar van fabrikaat.....
3. Registrasienommer.....
4. Lugraam-vervaardigingsnommer.....
5. Hoeveelheid lugraamure sedert nuut.....
6. Enjinfabriek.....

	Ure gedoen	DB of OD
7. Enjins:		
No. 1 Reeks No.....		
No. 2 Reeks No.....		
No. 3 Reeks No.....		
No. 4 Reeks No.....		
8. Lugskroewe:		
No. 1 Reeks No.....		
No. 2 Reeks No.....		
No. 3 Reeks No.....		
No. 4 Reeks No.....		
9. Elektriese uitrusting.....		
10. Instrumente.....		
11. Veiligheidsuig-uitrusting.....		
12. Diverse uitrusting.....		
13. Hoeveelheid brandstof in vliegtuig.....		
14. Dokumentasie ontvang.....		
15. Algemene toestand van vliegtuig.....		

Naam en adres van eienaar.....

Persoonsnommer.....

Naam en adres van naasbestaande.....

Ek stem saam dat die besonderhede en toestand van die vliegtuig hierbo genoem, waar en juis is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....

Handtekening van getuie..... Datum.....

Beoogde datum van gebruikneming deur die SAW.....

Kommanderingsoffisier..... Datum.....

INFORMATION FOR OWNER

1. Payment of compensation is effected automatically and claims need not be submitted.

2. If—

- a. after 60 days after commandeering of your aircraft(s) you have not received a letter or any other communication from the SA Defence Force or any other State body iro the said commandeering; or
- b. you wish to make any enquiries iro the commandeering of your aircraft(s); or
- c. you have any complaints iro the commandeering; or
- d. you are not satisfied with the compensation you have received; or
- e. you wish to submit any claims iro damage to the aircraft(s),

you are to address written representations, quoting the control number appearing on this certificate, to—

The Chief of the SA Defence Force
Private Bag X175
Pretoria
0001

3. The SA Defence Force is responsible for the maintenance and servicing of aircrafts from the date of taking into use until the date they are returned to the owner. After the commandeering to the date of taking into use the owner is obliged to maintain the aircraft.

4. The date of commandeering is, in terms of section 1 of the Regulations, the date on which the commandeering certificate is handed over or proffered or, if the notice was published in the *Government Gazette*, the date of the *Government Gazette* concerned.

5. The date of taking into use is the date on which the SA Defence Force takes the aircrafts and starts to use them for its own purposes.

6. Attention is directed to section 124 of the Defence Act, 1957 (Act 44 of 1957), which reads as follows:

"Any person who falsely represents himself to be an officer authorized and appointed in terms of section one hundred or who in any manner contravenes the regulations made for the purpose of that section, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand rand or to imprisonment with or without compulsory labour for a period not exceeding ten years or to both such fine and such imprisonment."

APPENDIX 6

COMMANDEERING OF VESSELS

Commandeering certificate (vessels).....
Control number.....
Commandeering officer:
No..... Name..... Rank.....
Unit.....

The owner/agent must request the commandeering officer to identify himself properly.

DESCRIPTION OF VESSEL

1. Class/type.....
2. Tonnage.....
3. Registration details and drawings.....
4. Method of propulsion.....
5. Type of fuel.....
6. Condition and details of:
 - a. Keel.....
 - b. Radar.....
 - c. Communication systems.....
 - d. Navigational equipment.....
 - e. Safety and rescue equipment.....
 - f. Major items of machinery.....
 - g. Spare parts.....
 - h. Household equipment.....
 - j. Rations.....
7. Estimated value.....

Name and address of owner/company.....

Identity number (where applicable).....

Name and address of next of kin (where applicable).....

INFORMASIE AAN EIENAAR

1. Betaling van vergoeding geskied outomaties en daar hoef nie eise ingedien te word nie.

2. Indien u—

- a. 60 dae na die kommandering van u vliegtuig/vliegtuie nog geen skrywe of enige ander kommunikasie van die SA Weermag of 'n ander Staatsinstansie i/s genoemde kommandering ontvang het nie; of
- b. Indien u enige navraag tov die kommandering van u vliegtuig/vliegtuie wil doen; of
- c. indien u enige klagtes tov die kommandering het; of
- d. indien u nie met die vergoeding wat u ontvang het, tevrede is nie; of
- e. indien u enige eise tov skade aan die vliegtuig/vliegtuie gedoen, wil indien,

moet u skriftelik verhoë, met vermelding van die kontrolenommer wat op hierdie sertifikaat voorkom, rig aan—

Die Hoof van die SA Weermag
Privaatsak X175
Pretoria
0001

3. Die SA Weermag is verantwoordelik vir die instandhouding en versiening van vliegtuie vanaf die datum van gebruikneming tot die datum waarop dit aan die eienaar terugbesorg word. Na die kommandering tot die datum van gebruikneming is die eienaar verplig om die vliegtuig in stand te hou.

4. Die datum van kommandering is ooreenkomstig artikel 1 van die Regulasies die datum waarop die kommanderingssertifikaat oorhandig of aangebied is, of indien die kennisgewing in die *Staatskoerant* gepubliseer word, die datum van die betrokke *Staatskoerant*.

5. Die datum van gebruikneming is die datum waarop die SAW die vliegtuie neem en vir sy eie doeleindes begin gebruik.

6. Aandag word gevestig op artikel 124 van die Verdedigingswet, 1957 (Wet 44 van 1957), wat soos volg lui:

"*Misdrywe in verband met kommandering.*—Iemand wat hom valslik as 'n ooreenkomstig artikel honderd gemagtig en aangestelde offisier voordoen, of wat op enige wyse die vir die toepassing van daardie artikel uitgevaardigde regulasies oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens twee duisend rand of met gevangenisstraf met of sonder dwangarbeid vir 'n tydperk van hoogstens tien jaar of met beide daardie boete en daardie gevangenisstraf."

AANHANGSEL 6

KOMMANDERING VAN VAARTUIG

Kommanderingssertifikaat (vaartuie).....
Kontrolenommer.....
Kommanderingsoffisier:
No..... Naam..... Rang.....
Eenheid.....

Die eienaar/agent moet die kommanderingsoffisier versoek om homself behoorlik te identifiseer.

BESKRYWING VAN VAARTUIG

1. Klas/tipe.....
2. Tonnemaat.....
3. Registrasiebesonderhede en tekeninge.....
4. Metode van aandrywing.....
5. Tipe brandstof.....
6. Toestand en details van:
 - a. Romp.....
 - b. Radar.....
 - c. Verbindingstelsels.....
 - d. Navigasie-uitrusting.....
 - e. Veiligheids- en reddingsuitrusting.....
 - f. Hoofmasjinerie-items.....
 - g. Reserwedele vir uitrusting.....
 - h. Huishoudelike uitrusting.....
 - i. Rantsoene.....
7. Geskatte waarde.....

Naam en adres van eienaar/maatskappy.....

Persoonsnommer (waar van toepassing).....

Naam en adres van naasbestaande (waar van toepassing).....

I agree that the particulars and condition of the vessel as stated above, are true and correct.

Signature of owner or
authorised representative

Date

Envisaged date of taking into use by the SADF

Commandeering officer

Date

INFORMATION FOR OWNER

1. Payment of compensation is effected automatically and claims need not be submitted.

2. If—

- after 60 days after commandeering of your vessel(s) you have not received a letter or any other communication from the SA Defence Force or any other State body iro the said commandeering; or
- you wish to make any enquiries iro the commandeering of your vessel(s); or
- you have any complaints iro the commandeering; or
- you are not satisfied with the compensation you have received; or
- you wish to submit any claims iro damage to the vessel(s),

you are to address written representations, quoting the control number appearing on this certificate, to—

The Chief of the SA Defence Force
Private Bag X175
Pretoria
0001

3. The SA Defence Force is responsible for the maintenance and servicing of vessels from the date of taking into use until the date they are returned to the owner. After the commandeering to the date of taking into use the owner is obliged to maintain the vessel.

4. The date of commandeering is, in terms of section 1 of the Regulations, the date on which the commandeering certificate is handed over or proffered or, if the notice was published in the *Government Gazette*, the date of the *Government Gazette* concerned.

5. The date of taking into use is the date on which the SA Defence Force takes the vessels and starts to use them for its own purposes.

6. Attention is directed to section 124 of the Defence Act, 1957 (Act 44 of 1957), which reads as follows:

"Any person who falsely represents himself to be an officer authorized and appointed in terms of section one hundred or who in any manner contravenes the regulations made for the purpose of that section, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand rand or to imprisonment with or without compulsory labour for a period not exceeding ten years or to both such fine and such imprisonment."

APPENDIX 7

RETURN OF COMMANDEERED VEHICLE

Certificate of return (vehicle)	Vehicle 1	Vehicle 2	Vehicle 3
1. Date of return			
2. Control number(s)			
3. Description of vehicle:			
a. Type of vehicle			
b. Registration No.			
c. Engine No.			
d. Odometer reading			
4. Condition of vehicle:			
a. Body work			
b. Windows			
c. Lights			
d. Indicators and windscreen wipers			
e. Tyres (condition and % wear):			
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
viii.			
Spare wheel			
f. General condition			
g. Battery			
h. Tools			
i. Fuel in tank (litres)			

Ek stem saam dat die besonderhede en toestand van die vaartuig hierbo genoem waar en juis is.

Handtekening van eienaar of
gemagtigde verteenwoordiger

Datum

Beoogde datum van gebruikneming deur die SA Weermag

Kommanderingsoffisier

Datum

INFORMASIE AAN EIENAAR

1. Betaling van vergoeding geskied outomaties en daar hoef nie eise ingedien te word nie.

2. Indien u—

- 60 dae na die kommandering van u vaartuig/vaartuie nog geen skrywe of enige ander kommunikasie van die SA Weermag of 'n ander Staatsinstansie i/s genoemde kommandering ontvang het nie; of
- Indien u enige navraag tov die kommandering van u vaartuig/vaartuie wil doen; of
- indien u enige klagtes tov die kommandering het; of
- indien u nie met die vergoeding wat u ontvang het, tevrede is nie; of
- indien u enige eise tov skade aan die vaartuig/vaartuie gedoen, wil indien,

moet u skriftelik vertoë, met vermelding van die kontrolenommer wat op hierdie sertifikaat voorkom, rig aan—

Die Hoof van die SA Weermag
Privaatsak X175
Pretoria
0001

3. Die SA Weermag is verantwoordelik vir die instandhouding en versiening van vaartuie vanaf die datum van gebruikneming tot die datum waarop dit aan die eienaar terugbesorg word. Na die kommandering tot die datum van gebruikneming is die eienaar verplig om die vaartuig in stand te hou.

4. Die datum van kommandering is ooreenkomstig artikel 1 van die Regulasies die datum waarop die kommanderingssertifikaat oorhandig of aangebied is, of indien die kennisgewing in die *Staatskoerant* gepubliseer word, die datum van die betrokke *Staatskoerant*.

5. Die datum van gebruikneming is die datum waarop die SAW die vaartuie neem en vir sy eie doeleindes begin gebruik.

6. Aandag word gevestig op artikel 124 van die Verdedigingswet, 1957 (Wet 44 van 1957), wat soos volg lui:

"*Misdrywe in verband met kommandering.*—Iemand wat hom valslik as 'n ooreenkomstig artikel honderd gemagtig en aangestelde offisier voordoen, of wat op enige wyse die vir die toepassing van daardie artikel uitgevaardigde regulasies oortree, is aan 'n misdryf skuldig en by skuldigbevinding strafbaar met 'n boete van hoogstens twee duisend rand of met gevangenisstraf met of sonder dwangarbeid vir 'n tydperk van hoogstens tien jaar of met beide daardie boete en daardie gevangenisstraf."

AANHANGSEL 7

TERUGHANDIGING VAN GEKOMMANDEERDE VOERTUIG

Terughandigingsertifikaat (voertuie)	Voertuig 1	Voertuig 2	Voertuig 3
1. Datum van terughandiging			
2. Kontrolenommer(s)			
3. Beskrywing van voertuig:			
a. Tipe voertuig			
b. Registrasienommer			
c. Enjinnommer			
d. Afstandmeterlesing			
4. Toestand van voertuig:			
a. Bakwerk			
b. Ruite			
c. Ligte			
d. Flikkerligte en ruitveërs			
e. Bande (toestand en % slytasie):			
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
viii.			
Noodwiel			
f. Algemene toestand			
g. Battery			
h. Gereedskap			
i. Brandstof in tenk (liters)			

Name and address of owner.....
 Identity number.....
 I declare that the condition of the vehicle returned to me is correctly described above, and that the vehicle was received in that condition.

Signature of owner or authorised representative..... Date.....
 Chief of the SA Defence Force..... Date.....

APPENDIX 8

RETURN OF COMMANDEERED GROUNDS AND BUILDINGS

CERTIFICATE OF RETURN (GROUNDS AND BUILDINGS)

1. Date of return.....
2. Control number(s).....
3. Description of property:
 - a. Stand.....
 - b. Address of property.....
4. Condition of property on date of return:
 - a. General.....
 - b. Damaged items and detailed description of damage.....
 - c. Electricity meter reading.....
 - d. Water meter reading.....

Name and address of owner.....
 Identity number.....

I declare that the description of the property mentioned above is true in all respects and that the property was received by me in that condition.

Signature of owner or authorised representative..... Date.....
 Chief of the SA Defence Force..... Date.....

APPENDIX 9

RETURN OF COMMANDEERED MISCELLANEOUS GOODS

RETURN CERTIFICATE (MISCELLANEOUS GOODS)

Date of return.....

Serial No.	Description and condition of goods	Quantity	Control number

Name and address of owner.....
 Identity number.....

I agree that the description of the above-mentioned items is true in all respects and that the items were received by me in that condition.

Signature of owner or authorised representative..... Date.....
 Chief of the SA Defence Force..... Date.....

APPENDIX 10

RETURN OF COMMANDEERED AIRCRAFT

CERTIFICATE OF RETURN (AIRCRAFT)

Control number.....
 Date of return.....

Naam en adres van eienaar.....
 Persoonsnommer.....
 Ek verklaar dat die toestand van die voertuig deur my terug ontvang, hierbo korrek beskryf is en dat die voertuig in daardie toestand ontvang is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....
 Hoof van die SA Weermag..... Datum.....

AANHANGSEL 8

TERUGHANDIGING VAN GEKOMMANDEERDE GROND EN GEBOUE

TERUGHANDIGINGSERTIFIKAAT (GROND EN GEBOUE)

1. Datum van terughandiging.....
2. Kontrolenommer(s).....
3. Beskrywing van eiendom:
 - a. Standplaas.....
 - b. Adres van eiendom.....
4. Toestand van die eiendom op terughandigingsdatum:
 - a. Algemeen.....
 - b. Beskadigde items en 'n detailbeskrywing van die skade.....
 - c. Elektrisiteitsmeterlesing.....
 - d. Watermeterlesing.....

Naam en adres van eienaar.....
 Persoonsnommer.....

Ek verklaar dat die beskrywing van die eiendom soos hierbo uiteengesit, in alle opsigte waar en juis is en dat die eiendom deur my in daardie toestand in ontvangs geneem is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....
 Hoof van die SA Weermag..... Datum.....

AANHANGSEL 9

TERUGHANDIGING VAN DIVERSE GEKOMMANDEERDE GOEDERE

TERUGHANDIGINGSERTIFIKAAT (DIVERSE GOEDERE)

Datum van terughandiging.....

Reeks- nommer	Beskrywing en toestand van goedere	Hoeveel- heid	Kontrole- nommer

Naam en adres van eienaar.....
 Persoonsnommer.....

Ek stem saam dat die beskrywing van die items soos hierbo uiteengesit, in alle opsigte waar en juis is en dat die items in dié toestand deur my ontvang is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....
 Hoof van die SA Weermag..... Datum.....

AANHANGSEL 10

TERUGHANDIGING VAN GEKOMMANDEERDE Vlieg-
TUIE

TERUGHANDIGINGSERTIFIKAAT (VliegTUIE)

Kontrolenommer.....
 Datum van terughandiging.....

DESCRIPTION OF AIRCRAFT

1. Type of aircraft.....
2. Model and year of manufacture.....
3. Registration No.....
4. Air-frame manufacture No.....
5. Number of air-frame hours since new.....
6. Make of engine.....

	Hours done	S or U/S	
7. Engines:			
No. 1 Serial No.....			
No. 2 Serial No.....			
No. 3 Serial No.....			
No. 4 Serial No.....			
8. Air screws:			
No. 1 Serial No.....			
No. 2 Serial No.....			
No. 3 Serial No.....			
No. 4 Serial No.....			
9. Electrical equipment.....			
10. Instruments.....			
11. Safety equipment.....			
12. Miscellaneous equipment.....			
13. Quantity of fuel in aircraft.....			
14. Documentation received.....			
15. General condition of aircraft.....			

Name and address of owner.....

Identity number.....

I declare that the condition of the aircraft as described above, is correct and that the aircraft was received in that condition.

Signature of owner or authorised representative..... Date.....

Chief of the SA Defence Force..... Date.....

APPENDIX 11

RETURN OF COMMANDEERED VESSELS

CERTIFICATE OF RETURN (VESSELS)

1. Date of return.....
2. Control number.....
3. Description of vessel:
 - a. Class/type.....
 - b. Registration details and drawings.....
 - c. Tonnage.....
 - d. Method of propulsion.....
4. Condition of:
 - a. Keel.....
 - b. Radar.....
 - c. Communication systems.....
 - d. Navigational equipment.....
 - e. Safety and rescue equipment.....
 - f. Major items of machinery.....
 - g. Spare parts.....
 - h. Household equipment.....
 - i. Rations.....

Name and address of owner(s)/company.....

Identity number (where applicable).....

I declare that the condition of the vessel described above, is correct and that the vessel was received in that condition.

Signature of owner or authorised representative..... Date.....

Chief of the SA Defence Force..... Date.....

BESKRYWING VAN Vliegtuig

1. Tipe vliegtuig.....
2. Model en jaar van fabrikaat.....
3. Registrasienommer.....
4. Lugraam-vervaardigingsnommer.....
5. Hoeveelheid lugraamure sedert nuut.....
6. Enjinfabriek.....

	Ure gedoen	DB of OD	
7. Enjins:			
No. 1 Reeks No.....			
No. 2 Reeks No.....			
No. 3 Reeks No.....			
No. 4 Reeks No.....			
8. Lugskroewe:			
No. 1 Reeks No.....			
No. 2 Reeks No.....			
No. 3 Reeks No.....			
No. 4 Reeks No.....			
9. Elektriese uitrusting.....			
10. Instrumente.....			
11. Veiligheids-uitrusting.....			
12. Diverse uitrusting.....			
13. Hoeveelheid brandstof in vliegtuig.....			
14. Dokumentasie ontvang.....			
15. Algemene toestand van vliegtuig.....			

Naam en adres van eienaar.....

Persoonsnommer.....

Ek verklaar dat die toestand van die vliegtuig soos hierbo korrek beskryf is en dat die vliegtuig in daardie toestand ontvang is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....

Hoof van die SA Weermag..... Datum.....

AANHANGSEL 11

TERUGHANDIGING VAN GEKOMMANDEERDE VAARTUIG

TERUGHANDIGINGSERTIFIKAAT (VAARTUIG)

1. Datum van terughandiging.....
2. Kontroldenommer.....
3. Beskrywing van vaartuig:
 - a. Klas/tipe.....
 - b. Registrasiebesonderhede en tekeninge.....
 - c. Tonnemaat.....
 - d. Metode van aandrywing.....
4. Toestand van:
 - a. Romp.....
 - b. Radar.....
 - c. Verbindingstelsels.....
 - d. Navigasie-uitrusting.....
 - e. Veiligheids- en reddingsuitrusting.....
 - f. Hoofmasjinerie-items.....
 - g. Reserwedele vir uitrusting.....
 - h. Huishoudelike uitrusting.....
 - i. Rantsoene.....

Naam en adres van eienaar(s)/maatskappy.....

Persoonsnommer (waar van toepassing).....

Ek verklaar dat die toestand van die vaartuig soos hierbo korrek beskryf is en dat die vaartuig in daardie toestand ontvang is.

Handtekening van eienaar of gemagtigde verteenwoordiger..... Datum.....

Hoof van die SA Weermag..... Datum.....

DEPARTMENT OF HEALTH

No. R. 2410

8 December 1978

**MEDICINES AND RELATED SUBSTANCES
CONTROL ACT, 1965****CORRECTION.—AMENDMENTS TO
SCHEDULES TO THE ACT**

The text of Government Notice R. 1674 published in *Government Gazette* 6136 of 18 August 1978 is to be corrected by—

(a) the amendment of the English text to Schedule 1 by the substitution for the words "Tincture of Chloroform and Morphine" and "Dializate preparations" of the words "Tincture of Chloroform and Morphine" and "Dialisate preparations" respectively;

(b) the amendment of the English text of Schedule 2 by the substitution for the word "Fluvoxate" of the word "Flavoxate";

(c) the amendment of the Afrikaans text of Schedule 2 by the substitution for the words "Giftige alkaloeëde", "Antiprien (enasoon)", "Siklabarbitaal" and "Homatropien" of the words "Giftige alkaloïede", "Antipirien (Fenasoon)", "Siklobarbitaal" and "Homatropien" respectively;

(d) the amendment of the Afrikaans text of Schedule 2 by the addition of the words "wanneer bedoel vir die behandeling van migraine" to the entry "Ergotalkaloïede (natuurlik of sinteties) en hulle soute; preparate en mengsels daarvan";

(e) the amendment of the English text of Schedule 3 by the substitution for the words "Mefenamic acid", "Nalidixic acid", "Pralidoxime and its salts; preparations thereof intended or injection" and, under the entry "Vitamin D", the words "per recommended daily does" of the words "Mefenamic acid", "Nalidixic acid", "Pralidoxime and its salts; preparations thereof intended for injections" and "per recommended daily dose" respectively;

(f) the amendment of the Afrikaans text of Schedule 3 by the substitution for the words "Digitalis; sy klikosiede en ander aktiewe bestanddele daarvan" and "Natidrofuriel" of the words "Digitalis; sy glikosiede en ander aktiewe bestanddele daarvan" and "Naftidrofuriel" respectively;

(g) the amendment of the English text of Schedule 4 by the substitution for the words "8-ominoquinoline", under the entry "Antimalarials", and the words "Bethanecol", "Cimetidine" and "Metoclopramide" of the words "8-aminoquinoline" and the words "Bethanechol", "Cimetidine" and "Metoclopramide", respectively;

(h) the amendment of the Afrikaans text of Schedule 4 by the addition of the words "wanneer bedoel vir oftalmiese gebruik" to the entry "Alfachimotripsien; preparate en mengsels daarvan";

(i) the amendment of the Afrikaans text of Schedule 4 by the substitution for the words "Betanichol", "Biperidien", "Debrisokien en sy soute; preparate en mengsels daar-", "Indoksuriidien" and "Lisosien" of the words "Betanechol", "Biperideen", "Debrisokien en sy soute; preparate en mengsels daarvan", "Idoksuriidien" and "Lisosiem" respectively;

(j) the amendment of the Afrikaans text of Schedule 4 by the addition of the following entry: "Mofibutasoon; preparate en mengsels daarvan";

(k) the amendment of the English text of Schedule 5 by the substitution for the word "L-Tryptophan" of the word "L-Tryptophan";

DEPARTEMENT VAN GESONDHEID

No. R. 2410

8 Desember 1978

**WET OP DIE BEHEER VAN MEDISYNE EN
VERWANTE STOWWE, 1965****VERBETERING.—WYSIGING VAN BYLAES
TOT DIE WET**

Die teks van Goewermentskennisgewing R. 1674 wat in *Staatskoerant* 6136 van 18 Augustus 1978 verskyn het, moet verbeter word deur—

(a) in die Engelse teks van Bylae 1 die woorde "Tincture of Chloroform and Morphine" en "Dializate preparations" onderskeidelik deur die woorde "Tincture of Chloroform and Morphine" en "Dialisate preparations" te vervang;

(b) in die Engelse teks van Bylae 2 die woord "Fluvoxate" deur die woord "Flavoxate" te vervang;

(c) in die Afrikaanse teks van Bylae 2 die woorde "giftige alkaloeëde", "Antiprien (enasoon)", "Siklabarbitaal" en "Homatropien" onderskeidelik deur die woorde "giftige alkaloïede", "Antipirien (Fenasoon)", "Siklobarbitaal" en "Homatropien" te vervang;

(d) in die Afrikaanse teks van Bylae 2 die woorde "wanneer bedoel vir die behandeling van migraine" toe te voeg aan die inskrywing "Ergotalkaloïede (natuurlik of sinteties) en hulle soute; preparate en mengsels daarvan";

(e) in die Engelse teks van Bylae 3 die woorde "Mefenamic Acid", "Nalidixic acid", "Pralidoxime and its salts; preparations thereof intended or injection" en onder die inskrywing "Vitamin D", die woorde "per recommended daily does" onderskeidelik deur die woorde "Mefenamic Acid", "Nalidixic Acid", "Pralidoxime and its salts; preparations thereof intended for injection" en "per recommended daily dose" te vervang;

(f) in die Afrikaanse teks van Bylae 3 die woorde "Digitalis; sy klikosiede en ander aktiewe bestanddele daarvan" en "Natidrofuriel" onderskeidelik deur die woorde "Digitalis; sy glikosiede en ander aktiewe bestanddele daarvan" en "Naftidrofuriel" te vervang;

(g) in die Engelse teks van Bylae 4 deur die woord "8-ominoquinoline", onder die inskrywing "Antimalarials", en die woorde "Bethanecol", "Cimetidine" en "Metoclopramide", onderskeidelik deur die woorde "8-aminoquinoline", "Bethanechol", "Cimetidine" en "Metoclopramide", te vervang;

(h) in die Afrikaanse teks van Bylae 4 deur die toevoeging tot die inskrywing "Alfachimotripsien; preparate en mengsels daarvan" van die woorde "wanneer bedoel vir oftalmiese gebruik";

(i) in die Afrikaanse teks van Bylae 4 deur die woorde "Betanichol", "Biperidien", "Debrisokien en sy soute; preparate en mengsels daar-", "Indoksuriidien" en "Lisosien" onderskeidelik deur die woorde "Betanechol", "Biperideen", "Debrisokien en sy soute; preparate en mengsels daarvan", "Idoksuriidien" en "Lisosiem" te vervang;

(j) in die Afrikaanse teks van Bylae 4 deur die toevoeging van die volgende inskrywing: "Mofibutasoon; preparate en mengsels daarvan";

(k) in die Engelse teks van Bylae 5 deur die woord "L-Tryptophan" deur die woord "L-Tryptophan" te vervang;

(l) the amendment of the English text of Schedule 7 by the substitution for the word "Difenoxine" of the word "Difenoxin";

(m) the amendment of the English text of Schedule 8 by the substitution for the words "Bufotenine (N,N-dimethylserotonin)" and "4-methyl-2,5-dimethoxyamphetamine and its derivatives" of the words "Bufotenine (N,N-dimethylserotonin)" and "4-methyl-2,5-dimethoxyamphetamine (DOM) and its derivatives" respectively;

(n) the amendment of the Afrikaans text of Schedule 8 by the substitution for the word "Diëtielriptomien" of the word "Diëtieltriptamien";

(o) the amendment of the Afrikaans text by the substitution for the expression "alkaloïde" of the expression "alkaloïede" wherever it appears.

(l) in die Engelse teks van Bylae 7 deur die woord "Difenoxine" deur die woord "Difenoxin" te vervang;

(m) in die Engelse teks van Bylae 8 deur die woorde "Bufotenine (N,N-dimethylserotoin)" en "4-methyl-2,5-dimethoxyamphetamine and its derivatives" onderskeidelik deur die woorde "Bufotenine (N,N-dimethylserotonin)" en "4-methyl-2,5-dimethoxyamphetamine (DOM) and its derivatives" te vervang;

(n) in die Afrikaanse teks van Bylae 8 deur die woord "Diëtielriptomien" deur die woord "Diëtieltriptamien" te vervang;

(o) die wysiging van die Afrikaanse teks deur die uitdrukking "alkaloïde" deur die uitdrukking "alkaloïede" te vervang, oral waar dit voorkom.

DEPARTMENT OF INDUSTRIES

No. R. 2430

8 December 1978

STANDARDS ACT, 1962

REGULATIONS TO PROVIDE FOR THE COLLECTION OF LEVY TO COVER THE COSTS INVOLVED IN THE ENFORCEMENT OF COMPULSORY STANDARD SPECIFICATIONS. — AMENDMENT

Under the powers vested in him by section 27 of the Standards Act, 1962 (Act 33 of 1962), the Minister of Economic Affairs has been pleased with effect from 1 January 1979 to withdraw Schedule 1 of the regulations published by Government Notice R. 139 of 24 January 1975 and to substitute therefor the consolidated Schedule 1 set out below.

The sign (†) in the final column of the Schedule indicates an amended rate.

SCHEDULE 1

The amount payable shall be calculated per levy unit or part thereof to the next full unit. The rates are based on annual production or importation volume.

Commodity	Levy unit	Rate per unit
		R
<i>Electrical equipment:</i>		
Air heaters and radiators.....	100 items	5,00
Apparatus connectors for portable domestic appliances.....	100 items	0,08
Domestic laundry treatment machines.....	item	0,16
Flexible cords for power and lighting purposes.....	100 meter	0,06
Hand lamps.....	100 items	1,000
Lampholders and bayonet-cap lampholder adaptors.....	100 items	0,05
Plugs.....	100 items	0,12 (†)
Portable appliances for heating liquids.....	100 items	3,50
Portable immersion heaters.....	100 items	1,00
Socket outlets.....	100 items	0,36 (†)
Socket outlet adaptors.....	100 items	0,20 (†)
Stoves and hotplates:		
Hotplates.....	item	0,06
Two-plate stoves.....	item	0,20
Stoves with three or more plates and microwave ovens.....	item	0,25
Switches:		
(a) Appliance switches:		
Rated 16A or less.....	100 items	0,24 (†)
Rated over 16A.....	100 items	0,90 (†)
(b) All other switches, whether or not combined with socket outlets:		
Rated 16A or less.....	100 items	0,24 (†)
Rated over 16A.....	100 items	0,90 (†)
Television receivers:		
Colour.....	item	8,00
Monochrome.....	item	3,00
*Fire-arms:		
22 Rimfire arms.....	item	2,00
Revolvers.....	item	3,50 (†)
Centrefire rifles and automatic pistols.....	item	2,75 (†)
Shotguns:		
Double barrel.....	item	3,50 (†)
Single barrel.....	item	3,00 (†)

DEPARTEMENT VAN NYWERHEIDSWESE

No. R. 2430

8 Desember 1978

WET OP STANDAARDE, 1962

REGULASIES OM VOORSIENING TE MAAK VIR DIE INVORDERING VAN HEFFING OM KOSTE VERBONDE AAN DIE TOEPASSING VAN VERPLIGTE STANDAARDSPESIFIKASIES TE DEK. — WYSIGING

Kragtens die bevoegdheid hom verleen by artikel 27 van die Wet op Standaarde, 1962 (Wet 33 van 1962), het dit die Minister van Ekonomiese Sake behaag om Bylae 1 van die regulasies gepubliseer by Goewermentskennisgewing R. 139 van 24 Januarie 1975, met ingang van 1 Januarie 1979 in te trek en deur die onderstaande gekonsolideerde Bylae 1 te vervang.

Die teken (†) in die laaste kolom van die Bylae dui op 'n gewysigde tarief.

Commodity	Levy unit	Rate per unit
		R
All types of replacement barrels.....	item	2,25 (†)
Modified rim and centrefire rifles, revolvers and automatic pistols.....	item	5,50 (†)
Modified shotguns:		
Double barrel.....	item	6,50 (†)
Single barrel.....	item	5,50 (†)
<i>Foodstuffs:</i>		
Canned crustaceans.....	5 000 kg	8,54
Canned fish, canned fish products and canned marine molluscs.....	5 000 kg	8,54
Canned meat and canned meat products.....	1 000 kg	5,00 for 1st to 100th unit. 4,00 for 101st to 1 000th unit. 3,00 for 1 001st to 3 000th unit. 2,00 for 3 001st to 5 500th unit. 1,50 for each subsequent unit.
Frozen fish and frozen fish products:		
Finally processed.....	1 000 kg	2,50 for 1st to 1 000th unit. 2,00 for 1 001st to 5 000th unit. 1,80 for 5 001st to 15 000th unit. 1,00 for each subsequent unit.
For further processing.....	1 000 kg	1,50 for 1st to 1 000th unit. 1,20 for 1 001st to 5 000th unit. 1,08 for each subsequent unit.
Frozen marine molluscs and frozen marine mollusc products.....	1 000 kg	12,50
Frozen rock lobster:		
Frozen rock lobster tails.....	10 kg	0,45
Frozen whole rock lobster, cooked or uncooked.....	30 kg	0,45
Smoked snoek.....	1 000 kg	6,00
<i>Motor requisites:</i>		
Hydraulic brake fluid.....	100 litres	0,80 (†)
Protective helmets for motor cyclists.....	item	0,20

* In applying this levy item the term "treat", wherever it appears in the regulations, shall be deemed to include the performance of the modifications intended by clauses 4.1.6 and 4.2.5 of the relevant compulsory standard specification; moreover the term "levy-payer" shall be deemed to include the person who performs such modifications.

The Minister has furthermore been pleased, in terms of regulation 4 of the regulations, to exclude fire-arms emanating from a member country of the Commission Internationale Permanente pour l'Epreuve des Armes à Feu Portatives (CIP) and bearing the valid proof mark of such a country from the application of this levy item.

BYLAE 1

Die betaalbare bedrag word bereken per heffingseenheid of deel daarvan tot die volgende volle eenheid. Die tariewe is op jaarlikse produksie- of invoervolume gegrond.

Kommoditeit	Heffings- eenheid	Tarief per eenheid
		R
<i>Elektriese uitrusting:</i>		
Buigbare koorde vir krag- en verligtingsdoeleindes.....	100 meter	0,06
Draagbare dompelpverwarmers.....	100 items	1,00
Draagbare toestelle vir die verwarming van vloeistowwe.....	100 items	3,50
Handlampe.....	100 items	1,00
Huishoudelike wasbehandelingsmasjiene.....	item	0,10
Kontakproppe.....	100 items	0,12 (†)
Kontaksokke.....	100 items	0,36 (†)
Lamphouers en aansluitproppe vir bajonetlamphouers.....	100 items	0,05
Lug- en stralingsverwarmers.....	100 items	5,00
Skakelaars:		
(a) Toestelskakelaars:		
Met 'n aanslag van 16A of minder.....	100 items	0,24 (†)
Met 'n aanslag bo 16A.....	100 items	0,90 (†)
(b) Alle ander skakelaars, hetsy met sokke verbind of nie:		
Met 'n aanslag van 16A of minder.....	100 items	0,24 (†)
Met 'n aanslag bo 16A.....	100 items	0,90 (†)
Stowe en verwarmingsplate:		
Verwarmingsplate.....	item	0,06
Tweeplaatstowe.....	item	0,20
Drie- of meerplaatstowe en mikrogolfoonde.....	item	0,25
Televisieontvangers:		
Kleur.....	item	8,00
Monochroom.....	item	3,00
Verbinders vir draagbare huishoudelike toestelle.....	100 items	0,08
Verdeelproppe.....	100 items	0,20 (†)
<i>Motortoebehore:</i>		
Beskermende helms vir motorfietsryers.....	item	0,20
Hidrouliese remvloeistof.....	100 liter	0,80 (†)
<i>Voedselprodukte:</i>		
Bevrore kreef:		
Bevrore kreefsterte.....	10 kg	0,45
Bevrore heelkreef, gekook of ongekook.....	30 kg	0,45

Kommoditeit	Heffings- eenheid	Tarief per eenheid
		R
Bevrore seeskulpdie en produkte van bevrore seeskulpdie.....	1 000 kg	12,50
Bevrore vis en bevrore visprodukte:		
Finaal verwerk.....	1 000 kg	2,50 van 1e tot 1 000e eenheid. 2,00 van 1 001e tot 5 000e eenheid. 1,80 van 5 001e tot 15 000e eenheid. 1,00 vir elke daaropvolgende eenheid.
Vir verdere verwerking.....	1 000 kg	1,50 van 1e tot 1 000e eenheid. 1,20 van 1 001e tot 5 000e eenheid. 1,08 vir elke daaropvolgende eenheid.
Gerookte snoek.....	1 000 kg	6,00
Ingemaakte skaaldie.....	5 000 kg	8,54
Ingemaakte vis, ingemaakte visprodukte en ingemaakte seeskulpdie...	5 000 kg	8,54
Ingemaakte vleis en ingemaakte vleisprodukte.....	1 000 kg	5,00 van 1e tot 100e eenheid. 4,00 van 101e tot 1 000e eenheid. 3,00 van 1 001e tot 3 000e eenheid. 2,00 van 3 001e tot 5 500e eenheid. 1,50 vir elke daaropvolgende eenheid.
* <i>Vuurwapens:</i>		
22-randslagwapens.....	item	2,00
Rewolwers.....	item	3,50 (†)
Senterslaggewere en outomatiese pistole.....	item	2,75 (†)
Haelgewere:		
Dubbelloop.....	item	3,50 (†)
Enkelloop.....	item	3,00 (†)
Alle soorte vervangingslope.....	item	2,25 (†)
Gemodifiseerde rand- en senterslaggewere, rewolwers en outomatiese pistole.....	item	5,50 (†)
Gemodifiseerde haelgewere:		
Dubbelloop.....	item	6,50 (†)
Enkelloop.....	item	5,50 (†)

* Vir die toepassing van dié heffingsitem word geag dat die term "behandel", oral waar dit in die regulasies voorkom, die uitvoering insluit van die modifikasies waarop klousules 4.1.6 en 4.2.5 van die toepaslike verpligte standaardspesifikasie betrekking het; ook dat "heffingspligte" 'n persoon insluit wat sodanige modifikasies uitvoer.

Dit het die Minister voorts behaag om vuurwapens afkomstig uit 'n land wat lidmaatskap hou van die Commission Internationale Permanent pour l'Epreuve des Armes à Feu Portatives (CIP) en waarop die geldige proefmerk van so 'n land aangebring is, kragtens regulasie 4 van die regulasies van die toepassing van hierdie heffingsitem vry te stel.

No. R. 2431

8 December 1978

STANDARDS ACT, 1962

AMENDMENT OF COMPULSORY STANDARD SPECIFICATION FOR FIRE-ARMS FOR CIVIL USE

Notice is given in terms of section 15 (3) of the Standards Act, 1962 (Act 33 of 1962), that the Minister of Economic Affairs intends to amend the compulsory standard specification for fire-arms for civil use published by Government Notice 1624 of 3 September 1976. Particulars of the amendment are contained in the Schedule to this notice.

The purport of the amendment is the inclusion of commercial and proof pressures for the 9 mm Parabellum cartridge.

Any person who wishes to object to the Minister's intention to effect this amendment shall lodge his objection in writing with the Director General, South African Bureau of Standards, Private Bag X191, Pretoria, within two months from the date of publication of this notice.

SCHEDULE

AMENDMENT OF COMPULSORY STANDARD SPECIFICATION FOR FIRE-ARMS FOR CIVIL USE

Appendix 3.—Add to the first column of Table D, below 7,65 mm, "9 mm Parabellum", and, to the corresponding second, third and fourth columns of the table, the values "230", "265", "300", respectively.

No. R. 2431

8 Desember 1978

WET OP STANDAARDE, 1962

WYSIGING VAN VERPLIGTE STANDAARD-SPEKIFIKASIE VIR VUURWAPENS VIR BURGER-LIKE GEBRUIK

Kragtens artikel 15 (3) van die Wet op Standaarde, 1962 (Wet 33 van 1962), word bekendgemaak dat die Minister van Ekonomiese Sake van voorneme is om die verpligte standaardspesifikasie vir vuurwapens vir burgerlike gebruik gepubliseer by Goewermentskennisgewing 1624 van 3 September 1976, te wysig ooreenkomstig die besonderhede vervat in die Bylae by hierdie kennisgewing.

Die strekking van die wysiging is die insluiting van kommersiële en proefdrukwaardes vir die 9-mm-Parabellumpatroon.

Enige persoon wat beswaar wil maak teen die Minister se voorneme om dié wysiging aan te bring, moet sy skriftelike beswaar binne twee maande na publikasie van hierdie kennisgewing indien by die Direkteur-generaal, Suid-Afrikaanse Buro vir Standaarde, Privaatsak X191, Pretoria.

BYLAE

WYSIGING VAN VERPLIGTE STANDAARD-SPEKIFIKASIE VIR VUURWAPENS VIR BURGER-LIKE GEBRUIK

Aanhangsel 3.—Voeg in die eerste kolom van Tabel D, onder 7,65 mm, "9 mm Parabellum" by en in die ooreenstemmende tweede, derde en vierde kolom van die tabel onderskeidelik die waardes "230", "265", "300".

DEPARTMENT OF LABOUR

No. R. 2406

8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956**CLOTHING INDUSTRY (CAPE).—TRAINING
FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement which appears in the Schedule hereto and which relates to the Clothing Industry, shall be binding, with effect from 1 January 1979 and for the period ending 31 December 1983, upon the employers' organisations and the trade union which entered into the said Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall be binding, with effect from 1 January 1979 and for the period ending 31 December 1983, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the areas specified in clause 1 (1) (b) of the said Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the said Agreement and with effect from 1 January 1979 and for the period ending 31 December 1983, the provisions of the said Agreement, excluding those contained in clauses 1 (1) (a) and 2, shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE**INDUSTRIAL COUNCIL FOR THE CLOTHING
INDUSTRY (CAPE)****AGREEMENT**

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

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

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

Garment Workers' Union of the Western Province

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

being parties to the Industrial Council for the Clothing Industry (Cape).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Clothing Industry (Cape)—

(a) by all employers who are members of the employers' organisations and by all employees who are members of the trade union who are engaged or employed therein;

(b) in the Magisterial Districts of The Cape, Wynberg, Simonstown, Bellville, Goodwood, Somerset West, Strand and Worcester.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement;

DEPARTEMENT VAN ARBEID

No. R. 2406

8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956**KLERASIENYWERHEID (KAAP).—OPLEIDINGS-
FONDSOORENKOMS**

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Klerasienywerheid betrekking het, met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir die werkgewers-organisasies en die vakvereniging wat genoemde Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2 met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1983 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van genoemde Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a) en 2, met ingang van 1 Januarie 1979 en vir die tydperk wat op 31 Desember 1983 eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van genoemde Ooreenkoms *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE**NYWERHEIDSRAAD VIR DIE KLERASIENYWERHEID
(KAAP)****OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Cape Clothing Manufacturers' Association

Cape Knitting Industry Association

(hierna die "werkgewers" of die "werkgewersorganisasies" genoem), aan die een kant, en die

Garment Workers' Union of the Western Province

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Klerasienywerheid (Kaap).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Klerasienywerheid (Kaap) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewers-organisasies is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Nywerheid betrokke of daarin werksaam is;

(b) in die landdrostdistrikte Die Kaap, Wynberg, Simonstad, Bellville, Goodwood, Somerset-Wes, Strand en Worcester.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie daar lone in die Hofooreenkoms voorgeskryf word;

(b) not apply to employees and working directors whose wages are not less than R4 800 per annum.

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 48 (1) of the Act, and shall remain in force until 31 December 1983, 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, 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 appears words importing the masculine gender shall include the female gender; further, unless inconsistent with the context—

“Act” means the Industrial Conciliation Act, 1956;

“Clothing Industry Training Fund” means the Training Fund established and administered in accordance with rules made in terms of the Constitution of the Federation;

“Council” means the Industrial Council for the Clothing Industry (Cape) registered in terms of section two of the Industrial Conciliation Act, 1924, and deemed to have been registered in terms of the Industrial Conciliation Act, 1956;

“Federation” means the National Clothing Federation of South Africa;

“Main Agreement” means the Agreement of the Council which prescribes wages for employees employed in the Industry, other than those employed in the Knitting and Ladies’ Hosiery Divisions;

“Training Board” means the Clothing Industry Training Board established in terms of the Rules of the Clothing Industry Training Fund and referred to in clause 4 of this Agreement.

4. CONTRIBUTIONS TO THE CLOTHING INDUSTRY TRAINING FUND

(1) For the purpose of implementing the objects set forth in the Rules of the Clothing Industry Training Fund, the Council hereby authorises the collection of contributions in accordance with the procedure detailed in this clause.

(2) Subject to the provision of subclause (3), every employer shall forward to the Secretary of the Council month by month and not later than the 14th day of the ensuing month, on the form prescribed by the Council, a contribution to the Clothing Industry Training Fund of 10 cents per week in respect of each of his employees upon whom this Agreement is binding.

(3) When an employee is on leave on full pay or less than full pay and/or when an employee is on short-time, the employer's contributions in terms of subclause (2) shall be continued.

(4) The total amount of contributions collected by the Council in accordance with the provisions of subclause (2) less such amount as shall be agreed upon by the Council and the Federation as a collection fee, shall be paid to the Federation month by month and not later than the 28th day of the month following that in respect of which they are due.

(5) Copies of the Rules of the Clothing Industry Training Fund and audited accounts of the aforesaid Fund shall be lodged by the Federation with the Council and with the Secretary for Labour. For the purposes of this subclause, the term “Rules” shall include any amendments to the Rules adopted from time to time.

Signed at Cape Town on behalf of the parties this 28th day of September 1978.

A. M. ROSENBERG, Chairman of the Council.

L. A. PETERSEN, Vice-Chairman of the Council.

G. J. NEL, Secretary of the Council.

No. R. 2432

8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY (CAPE).—EXTENSION OF PERIOD OF OPERATION OF AGREEMENT FOR THE KNITTING DIVISION

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 56 of 9 January 1976, R. 1806 of 1

(b) nie van toepassing nie op werknemers en werkende direkteure wie se lone minstens R4 800 per jaar is.

2. GELDIGHEDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op dié datum wat die Minister kragtens artikel 48 (1) van die Wet vasstel en bly van krag tot 31 Desember 1983, of vir dié tydperk wat hy bepaal.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, omskryf word, het dieselfde betekenis as in daardie Wet; waar daar van 'n wet melding gemaak word, word ook alle wysigings van sodanige wet bedoel, en tensy die teenoorgestelde blyk, omvat woorde wat die manlike geslag aandui, ook die vroulike geslag; voorts, tensy onbestaanbaar met die samehang beteken—

“Wet” die Wet op Nywerheidsversoening, 1956;

“Opleidingsfonds van die Klerasiennywerheid” die Opleidingsfonds ingestel en geadmistreer ooreenkomstig reëls wat ingevolge die konstitusie van die Federasie gemaak is;

“Raad” die Nywerheidsraad vir die Klerasiennywerheid (Kaap) wat ingevolge artikel 2 van die Nijverheid Verzoenings Wet, 1924, geregistreer is en geag word geregistreer te wees ingevolge die Wet op Nywerheidsversoening, 1956;

“Federasie” die National Clothing Federation of South Africa;

“Hoofdooreenkoms” die Ooreenkoms van die Raad wat lone voorskryf vir werknemers in die Nywerheid, uitgesonderd werknemers in die Brei- en Dameskousafdelings;

“Opleidingsraad” die Opleidingsraad vir die Klerasiennywerheid ingestel ooreenkomstig die Reëls van die Opleidingsfonds van die Klerasiennywerheid waarvan daar in klousule 4 van hierdie Ooreenkoms melding gemaak word.

4. BYDRAES TOT DIE OPLEIDINGSRAAD VIR DIE KLERASIENYWERHEID

(1) Vir die doel om aan die oogmerke omskryf in Reëls van die Opleidingsfonds vir die Klerasiennywerheid uitvoering te gee, verleen die Nywerheidsraad hierby magtiging vir die invordering van bydraes ingevolge die prosedure in hierdie klousule uiteengesit.

(2) Behoudens subklousule (3), moet elke werkgever maandeliks en voor of op die 14de dag van die daaropvolgende maand op die vorm deur die Nywerheidsraad voorgeskryf aan die Sekretaris van die Nywerheidsraad 'n bydrae van 10 sent per week tot die Opleidingsfonds vir die Klerasiennywerheid stuur ten opsigte van elkeen van sy werknemers vir wie hierdie Ooreenkoms bindend is.

(3) Wanneer 'n werknemer met verlof met volle besoldiging of minder as volle besoldiging is en/of wanneer 'n werknemer korttyd werk, moet die werkgever se bydrae ingevolge subklousule (2) voortgesit word.

(4) Die totale bedrag van die bydraes deur die Nywerheidsraad ingevorder ingevolge subklousule (2) min die invorderingsfooi waarvoor die Raad en die Federasie ooreengekom het, moet maandeliks voor of op die 28ste dag van die maand wat volg op die maand ten opsigte waarvan hulle verskuldig is, aan die Federasie betaal word.

(5) Eksemplare van die Reëls van die Opleidingsfonds vir die Klerasiennywerheid en geauditeerde rekeninge van genoemde Fonds, moet deur die Federasie aan sowel die Nywerheidsraad as die Sekretaris van Arbeid gestuur word. Vir die toepassing van hierdie subklousule, omvat die uitdrukking “Reëls” alle wysigings van die Reëls wat van tyd tot tyd aangeneem word.

Namens die partye op hede die 28ste dag van September 1978 in Kaapstad onderteken.

A. M. ROSENBERG, Voorsitter van die Raad.

L. A. PETERSEN, Ondervoorsitter van die Raad.

G. J. NEL, Sekretaris van die Raad.

No. R. 2432

8 Desember 1978

WET OP NYWERHEIDSVersoening, 1956

KLERASIENYWERHEID (KAAP).—VERLENGING VAN GELDIGHEDSDUUR VAN OOREENKOMS VIR DIE BREIAFDELING

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 56 van 9

October 1976, R. 2378 of 3 December 1976 and R. 1612 of 19 August 1977, by a further period ending 31 March 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2433 8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY (CAPE).—EXTENSION OF PERIOD OF OPERATION OF PROVIDENT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 1257 of 23 July 1976 and R. 1809 of 1 October 1976, by a further period of three months ending 31 March 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2434 8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY (CAPE).—EXTENSION OF PERIOD OF OPERATION OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 55 of 9 January 1976, R. 1807 of 1 October 1976, R. 2379 of 3 December 1976, R. 1078 of 17 June 1977 and R. 231 of 10 February 1978, by a further period ending 31 March 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2435 8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

CLOTHING INDUSTRY, CAPE.—RENEWAL OF GEORGE AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices R. 1064 of 21 June 1974, R. 642 of 9 April 1976, R. 1808 of 1 October 1976, R. 2024 of 7 October 1977 and R. 149 of 20 January 1978 to be effective from 1 January 1979 and for a period of three months ending 31 March 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2449 8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY.—AMENDMENT OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect

Januarie 1976, R. 1806 van 1 Oktober 1976, R. 2378 van 3 Desember 1976 en R. 1612 van 19 Augustus 1977, met 'n verdere tydperk wat op 31 Maart 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 2433 8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID (KAAP).—VERLENGING VAN GELDIGHEDSDUUR VAN VOORSORGFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 1257 van 23 Julie 1976 en R. 1809 van 1 Oktober 1976, met 'n verdere tydperk van drie maande wat op 31 Maart 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 2434 8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID (KAAP).—VERLENGING VAN GELDIGHEDSDUUR VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 55 van 9 Januarie 1976, R. 1807 van 1 Oktober 1976, R. 2379 van 3 Desember 1976, R. 1078 van 17 Junie 1977 en R. 231 van 10 Februarie 1978, met 'n verdere tydperk wat op 31 Maart 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 2435 8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956

KLERASIENYWERHEID, KAAP.—HERNUWING VAN GEORGE-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby, kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings R. 1064 van 21 Junie 1974, R. 642 van 9 April 1976, R. 1808 van 1 Oktober 1976, R. 2024 van 7 Oktober 1977 en R. 149 van 20 Januarie 1978 van krag is vanaf 1 Januarie 1979 en vir 'n tydperk van drie maande wat op 31 Maart 1979 eindig.

S. P. BOTHA, Minister van Arbeid.

No. R. 2449 8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956

DRUK- EN NUUSBLADNYWERHEID.—WYSIGING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum

from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979 upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa
(hereinafter referred to as the "employers' organisations"),
of the one part, and

The South African Typographical Union
(hereinafter referred to as the "trade union"), of the other
part,

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

The Main Agreement promulgated under Government Notice R. 2596, dated 30 December 1977, is hereby amended as follows:

1. Substitute the following for the existing section 9 (1):

"(1) Upon termination of his contract of apprenticeship, the employee concerned becomes a journeyman, but his employment by the employer with whom his apprenticeship has been served may not be terminated by either party (except for reasons justifying summary cancellation of the contract of employment) until he has worked for a minimum period of eight weeks for the employer concerned as a journeyman at the wages payable to journeymen. In case short-time is being worked in his department at the time of completion of his contract, the above period shall be extended to the equivalent of eight full weeks."

2. Insert the words "platen pressman" between the words "trainee printers' attendant" and "or learner platen pressman" in section 25 (9) (f).

3. Substitute "3rd year" for "Thereafter" in Table 18 of section 36.

4. Delete the words "forty-second or" and "as the case may be", in section 47 (4).

The employers' organisations and the trade union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

HOOFOOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hierna die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union

(hierna die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

Die Hoofooreenkoms afgekondig by Goewermentskennisgewing R. 2596 van 30 Desember 1977 word hierby soos volg gewysig:

1. Vervang die bestaande artikel 9 (1) deur die volgende:

"(1) By beëindiging van sy leertyd word die betrokke werknemer 'n vakman, waar sy diens by die werkgewer by wie hy 'n leertyd uitgedien het, mag nie deur enigeen van die partye beëindig word nie (uitgesonderd om redes wat die summere opsegging van die dienskontrak regverdig) totdat hy 'n tydperk van minstens agt weke vir die betrokke werkgewer as 'n vakman gewerk het teen die loon wat aan 'n vakman betaalbaar is. Ingeval korttyd in sy afdeling ten tyde van die voltooiing van sy kontrak gewerk word, moet bogenoemde tydperk tot die ekwivalent van agt volle weke verleng word."

2. In artikel 25 (9) (f) voeg die woord "degelpersdrukker" in tussen die woorde "leerling-drukkershulp" en "of 'n leerling-degelpersdrukker".

3. In artikel 36, Tabel 18, vervang die woord "Daarna" deur die woorde "Derde jaar".

4. In artikel 47 (4), skrap die woorde "twee-en-veertigste of" en "na gelang van die geval".

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat bostaande die Ooreenkoms is waartoe geraak is en heg hulle hul handtekening daarby aan.

Signed at Johannesburg this 21st day of August 1978.

H. W. MILLER, Employers' Representative, Chairman of the Council.

J. J. BOTHA, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

No. R. 2450 8 December 1978
INDUSTRIAL CONCILIATION ACT, 1956

**PRINTING AND NEWSPAPER INDUSTRY.—
AMENDMENT OF PENSION FUND AGREEMENT**

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement), which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, the provisions of the amending Agreement shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

**NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING
AND NEWSPAPER INDUSTRY OF SOUTH AFRICA**

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa
(hereinafter referred to as the "employers' organisations"), of the one part, and

The South African Typographical Union
(hereinafter referred to as the "trade union"), of the other part, being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

The Pension Fund Agreement promulgated under Government Notice R. 1232, dated 27 June 1975, as amended and extended by Government Notices R. 2376, dated 19 December

Op hede die 21ste dag van Augustus 1978 te Johannesburg onderteken.

H. W. MILLER, Werkgewers se Verteenwoordiger, Voorsitter van die Raad.

J. J. BOTHA, Werknemers se Verteenwoordiger.

T. S. CLEARY, Sekretaris van die Raad.

No. R. 2450 8 Desember 1978
WET OP NYWERHEIDSVERSOENING, 1956

DRUK- EN NUUSBLADNYWERHEID.—WYSIGING VAN PENSIOENFONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

**NASIONALE NYWERHEIDSVERSOENING VIR DIE DRUK- EN
NUUSBLADNYWERHEID VAN SUID-AFRIKA**

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa
(hierna die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union
(hierna die "vakvereniging" genoem) aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

Die Pensioenfondsooreenkoms, afgekondig by Goewermentskennisgewing R. 1232 van 27 Junie 1975, soos gewysig en verleng by Goewermentskennisgewings R. 2376 van 19 Desember

1975, R. 2427, dated 10 December 1976, R. 1535, dated 5 August 1977 and R. 2608 and R. 2609, dated 30 December 1977, is hereby further amended as follows:

1. Substitute the following for the existing section 9 (2):

"9 (2) (a) The maximum allowance payable until 31 August 1978 shall be:

Grade I members: R32 per week.

Grade II members: R19 per week.

(b) From 1 September 1978, the maximum allowance payable shall be:

Grade I members: R41,60 per week.

Grade II members: R24,70 per week:

Provided, however, that a pensioner who retired on or before 31 August 1978, may elect to continue to receive his pension at the lower rate mentioned in paragraph (a) above if acceptance of the higher rate set out in this paragraph would prejudice his position in relation to the continued payment to him of a social pension by the State in terms of the Social Pensions Act, 1973. Any such election by a pensioner shall be regarded as final and irrevocable and shall be binding not only on the pensioner but also on his widow or other dependants or beneficiaries."

2. Insert the following new section 13 (1) (d):

"(d) Notwithstanding the provisions of paragraphs (a), (b) and (c) above, should a member who has completed not less than 19 years' but less than 20 years' membership die and leave a widow, the mortality grant payable to her shall consist of the total of the contributions paid by the deceased member and those paid by his employer on his behalf to the Fund."

The employers' organisations and the trade union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg this 21st day of August 1978.

H. W. MILLER, Employers' Representative, Chairman of the Council.

J. J. BOTHA, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

N.I.C. PENSION FUND

ELECTION TO RECEIVE PENSION AT LOWER RATE

I, the undersigned a beneficiary of the Pension Fund of the National Industrial Council of the Printing and Newspaper Industry of South Africa, hereby elect in terms of section 9 (2) of the Industrial Council Agreement relating to that Fund that the Pension, which is at present being paid to me, be maintained at R..... per week in order that I may continue to qualify for my social pension which is paid in terms of the Social Pensions Act, 1973.

I understand that this election is final and irrevocable and that it is binding on me and, in the event of my death, on my widow or other dependants or beneficiaries.

Signed at on 19.....

Signature

Witnesses:

1.

2.

No. R. 2451

8 December 1978

INDUSTRIAL CONCILIATION ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY. — AMENDMENT OF GENERAL BENEFIT FUNDS AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of

1975, R. 2427 van 10 Desember 1976, R. 1535 van 5 Augustus 1977 en R. 2608 en R. 2609 van 30 Desember 1977, word hierby verder soos volg gewysig:

1. Vervang die bestaande klousule 9 (2) deur die volgende:

"9 (2) (a) Die maksimum toelae wat betaalbaar is tot 31 Augustus 1978, is soos volg:

Graad I-lede: R32 per week.

Graad II-lede: R19 per week:

(b) Vanaf 1 September 1978 is die maksimum toelae wat betaalbaar is soos volg:

Graad I-lede: R41,60 per week.

Graad II-lede: R24,70 per week:

Met dien verstande egter dat 'n pensioenaris wat op of voor 31 Augustus 1978 afgetree het, kan verkies om voort te gaan om sy pensioen te ontvang teen die laer skaal in paragraaf (a) hierbo genoem indien aanvaarding van die hoër skaal in hierdie paragraaf uiteengesit sy posisie met betrekking tot die voortgesette betaling aan hom van 'n maatskaplike pensioen deur die Staat ingevolge die Wet op Maatskaplike Pensioene, 1973, sou benadeel. Enige sodanige keuse deur 'n pensioenaris moet beskou word as finaal en onherroeplik en is bindend nie slegs vir die pensioenaris nie, maar ook vir sy weduwee of ander afhanklikes of bevoorreedes."

2. Voeg die volgende nuwe klousule 13 (1) (d) in:

"(d) Ondanks paragrawe (a), (b) en (c) hierbo, indien 'n lid wat minstens 19 jaar maar minder as 20 jaar se lidmaatskap voltooi het, te sterwe kom en 'n weduwee agterlaat, moet die sterftetoekenning wat aan haar betaalbaar is, bestaan uit die totaal van die bydraes wat deur die afgestorwe lid aan die Fonds betaal is en dié wat deur sy werkgewer namens hom aan die Fonds betaal is."

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat bostaande die Ooreenkoms is waartoe geraak is en heg hulle hul handtekeninge daarby aan.

Op hede die 21ste dag van Augustus 1978 te Johannesburg onderteken.

H. W. MILLER, Werkgewersverteenwoordiger, Voorsitter van die Raad.

J. J. BOTHA, Werknemersverteenwoordiger.

T. S. CLEARY, Sekretaris van die Raad.

PENSIOENFONDS VAN DIE NASIONALE NYWERHEIDSRAAD

VERKIESING OM PENSIOEN TEEN LAER SKAAL TE ONTVANG

Ek, die ondergetekende, n bevoorreedde van die Pensioenfonds van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika, verkies hierby ingevolge klousule 9 (2) van die Nywerheidsraadooreenkoms met betrekking tot daardie Fonds dat die pensioen wat tans aan my betaal word, behou word teen R..... per week sodat ek kan voortgaan om te kwalifiseer vir my maatskaplike pensioen wat kragtens die Wet op Maatskaplike Pensioene, 1973, aan my betaal word.

Ek verstaan dat hierdie keuse finaal en onherroeplik is en dat dit bindend is vir my en, in geval ek te sterwe kom, vir my weduwee of ander afhanklikes of bevoorreedes.

Geteken te op 19.....

Handtekening

Getuies:

1.

2.

No. R. 2451

8 Desember 1978

WET OP NYWERHEIDSVERSOENING, 1956

DRUK- EN NUUSBLADNYWERHEID. — WYSIGING VAN ALGEMENE BYSTANDSFONDSE-OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van

the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks 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 Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

AGREEMENT

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

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa

(hereinafter referred to as the "employers' organisations"), of the one part, and

The South African Typographical Union

(hereinafter referred to as the "trade union") of the other part, being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

The General Benefit Funds Agreement promulgated under Government Notice R. 2598, dated 30 December 1977 is hereby amended as follows:

1. Substitute the following for the existing Annexure A:

"ANNEXURE A

THE JOINT UNEMPLOYMENT FUND OF THE NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

1. NAME

The name of the Fund is The Joint Unemployment Fund of the National Industrial Council of the Printing and Newspaper Industry of South Africa.

2. OBJECTS

The purpose of the Fund is the provision of benefits to employees, other than drivers of motor vehicles, screen workers, screen printing probationers and labourers, for whom wage rates are prescribed by the Main Agreement, during periods of unemployment and sickness as well as the payment of travelling

die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by dié werkgewers vir wie enigteen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hierna die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union

(hierna die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

Die Algemene Bystandsfondse-ooreenkoms, afgekondig by Goewermentskennisgewing R. 2598 van 30 Desember 1977, word hierby soos volg gewysig:

1. Vervang die bestaande Aanhangsel A deur die volgende:

"AANHANGSEL A

DIE GESAMENTLIKE WERKLOOSHEIDSFONDS VAN DIE NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

1. NAAM

Die naam van die Fonds is 'Die Gesamentlike Werkloosheidsfonds' van die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

2. DOELSTELLINGS

Die doel met die Fonds is die verskaffing van bystand aan werknemers, uitgesonderd motorvoertuigdrywers, skermwerkers, skermdrukproefwerkers en arbeiders vir wie loonskale in die Hoofdooreenkoms voorgeskryf word, in tye van werkloosheid en siekte, asook die betaling van reiskoste om 'n werklose in

expenses to enable an unemployed person to take up employment in some other centre. The benefits payable to members who are 'contributors' under the Unemployment Insurance Act, 1966, in terms hereof are in addition to those payable in terms of that Act.

3. QUALIFICATIONS FOR PAYMENT OF BENEFITS

An applicant for benefits must show—

- (1) that the contributions payable by or in respect of him to the Joint Unemployment Fund are not in arrear;
- (2) that contributions have been paid to the Joint Unemployment Fund by or in respect of him for a continuous or broken period of not less than 13 week;
- (3) that, when unemployed, he has signed the unemployment register at least once per week as directed by the local agent of the Council or in areas where the unemployment register is not available, has submitted a certificate of unemployment to the agent of the Council concerned which is acceptable to the Standing Committee of the Council;
- (4) that he is available for work but unable to obtain employment which the local agent of the Council considers suitable or is prevented from taking up or continuing employment because of sickness. For the purposes of these rules, 'sickness' in addition to its ordinary meaning includes injury sustained in an accident, but does not include any sickness or injury caused by an employee's own misconduct. It also includes absence from employment as a result of quarantine imposed by the responsible authorities because of the illness of a member of the applicant's family;
- (5) that his unemployment is not due to any stoppage of work or other cause contrary to the decisions or the Constitution of the Council;
- (6) that he has not exhausted his right to benefits under these rules; and
- (7) that the benefits have been claimed by the end of the week following that for which they are due.

4. CONTRIBUTION CARD TO BE PRODUCED WHEN BENEFITS CLAIMED

An applicant for unemployment benefits shall produce to the local agent of the Council his contribution card and, where applicable, the certificate of employment issued to him by his employer when his employment was terminated. Similarly, an applicant for sickness benefits shall either produce his contribution card, and an acceptable medical certificate that he is unable to attend work because of his sickness, personally or arrange for this to be done by some other person on his behalf where he is unable to attend personally.

5. SPECIAL PROVISION REGARDING PAYMENT OF SICKNESS BENEFITS TO PERSONS WHO HAVE BEEN INACTIVE MEMBERS OF THE S.A. TYPOGRAPHICAL UNION

Sickness benefits, other than those mentioned in paragraph 8 (2) (a), which are payable under the circumstances mentioned in paragraphs 3 and 8, shall not be payable to a person who, having been an inactive member of the S.A. Typographical Union, is transferred back to ordinary membership of that trade union, until a period of not less than six months has elapsed from the date, subsequent to such transfer, upon which the first of not less than four consecutive weeks' contributions to the Fund have been paid by or in respect of him: Provided, however, that this provision shall not apply in the case of a person who had had 20 years or more ordinary membership of the trade union at the date of his transfer to inactive membership.

6. SPECIAL PROVISION REGARDING PERSONS WHO HAVE BEEN TRANSFERRED FROM SEMI-SKILLED TO SKILLED WORK

A member who is transferred from Grade II membership to Grade I membership, shall be entitled only to the benefits payable to Grade II members in terms hereof for a period of one year from the date of his transfer to Grade I membership, or for such further period as the Standing Committee of the Council, after consideration of the recommendation of the Governing Board of the S.A. Typographical Union, may determine.

7. DISQUALIFICATION FROM BENEFITS FOR MISCONDUCT

A person who has lost his employment because of his misconduct or has voluntarily left his employment without just cause, shall not be entitled to unemployment benefits for a

staat te stel om diens in 'n ander sentrum te aanvaar. Die bystand betaalbaar aan lede wat ingevolge hierdie bepaling 'bydraers' is kragtens die Werkloosheidsversekeringswet, 1966, is benewens dié wat kragtens daardie Wet betaalbaar is.

3. KWALIFIKASIES VIR BETALING VAN BYSTAND

'n Applikant om bystand moet aantoon—

- (1) dat die bydraes deur hom of ten opsigte van hom aan die Gesamentlike Werkloosheidsfonds betaalbaar, nie agterstallig is nie;
- (2) dat bydraes aan die Gesamentlike Werkloosheidsfonds deur hom of ten opsigte van hom betaal is vir 'n ononderbroke of onderbroke tydperk van minstens 13 weke;
- (3) dat toe hy werkloos was, hy die werkloosheidsregister minstens een maal per week geteken het soos gelas deur die plaaslike agent van die Raad of, in gebiede waar die werkloosheidsregister nie beskikbaar is nie, 'n werkloosheidsertifikaat aan die betrokke agent van die Raad voorgelê het wat vir die Vaste Komitee van die Raad aanneemlik is;
- (4) dat hy beskikbaar vir werk is maar nie in staat is om werk te kry wat die plaaslike agent van die Raad geskik ag nie of deur siekte verhinder word om werk te aanvaar of daarmee voort te gaan. Vir die toepassing van hierdie reëls sluit 'siekte', benewens sy gewone betekenis, besering in wat opgedoen is in 'n ongeluk maar nie ook siekte of besering wat deur 'n werknemer se eie wangedrag veroorsaak is nie. Dit sluit ook in afwesigheid van diens as gevolg van kwarantyn opgelê deur die verantwoordelike owerhede weens die siekte van 'n lid van die applikant se gesin;
- (5) dat sy werkloosheid nie toe te skryf is aan enige stopsetting van werk of ander oorsaak wat in stryd is met die beslissings of die konstitusie van die Raad nie;
- (6) dat hy nie sy reg op bystand kragtens hierdie reëls uitgeput het nie; en
- (7) dat die bystand geëis is teen die einde van die week wat volg op dié waarvoor dit verskuldig is.

4. BYDRAEKAART MOET VOORGELE WORD WANNEER BYSTAND GEËIS WORD

'n Applikant om werkloosheidsbystand moet aan die plaaslike agent van die Raad sy bydraekaart voorlê en, waar dit van toepassing is, die dienssertifikaat wat aan hom deur sy werkgever uitgereik is toe sy diens beëindig is. Desgelyks moet 'n applikant om siektebystand of sy bydraekaart persoonlik voorlê asook 'n aanvaarbare doktersertifikaat dat hy, weens siekte, nie in staat is om sy werk te doen nie, of reël dat dit namens hom deur iemand anders gedoen word indien hy nie in staat is om persoonlik sy opwagting te maak nie.

5. SPESIALE BEPALING BETREFFENDE BETALING VAN SIEKTEBYSTAND AAN PERSONE WAT ONAKTIEWE LEDE VAN DIE S.A. TYPOGRAPHICAL UNION WAS

Siektebystand, uitgesonderd dié bedoel in paragraaf 8 (2) (a), wat betaalbaar is onder die omstandighede gemeld in paragrafe 3 en 8, is nie betaalbaar nie aan iemand wat 'n onaktiewe lid van die S.A. Typographical Union was en teruggeplaas is na gewone lidmaatskap van daardie vakvereniging voordat 'n tydperk van minstens ses maande verloop het vanaf die datum na sodanige oorplasing waarop die eerste van minstens vier agtereenvolgende weke se bydraes aan die Fonds deur hom of ten opsigte van hom betaal is: Met dien verstande egter dat hierdie bepaling nie van toepassing is nie in die geval van iemand wat 20 jaar of meer gewone lidmaatskap van die vakvereniging op die datum van sy oorplasing na onaktiewe lidmaatskap gehad het.

6. SPESIALE BEPALING BETREFFENDE PERSONE WAT VAN HALFGESKOOLDE TOT GESKOOLDE WERK OORGEPLAAS IS

'n Lid van Graad II-lidmaatskap na Graad I-lidmaatskap oorgeplaas word, is geregtig op die bystand wat hierkragtens aan Graad II-lede betaalbaar is, slegs vir 'n tydperk van een jaar vanaf die datum van sy oorplasing na Graad I-lidmaatskap of vir dié verdere tydperk wat die Vaste Komitee van die Raad, na oorweging van die aanbeveling van die Beheerraad van die S.A. Typographical Union, bepaal.

7. DISKWALIFIKASIE OM BYSTAND TE ONTVANG OMREDE WANGEDRAG

Iemand wat sy werk weens wangedrag verloor het of sy diens sonder redelike oorsaak vrywillig verlaat het, is vir 'n tydperk van minstens drie weke vanaf die datum toe hy sy

period of at least three weeks from the date when he lost or left his employment, or for such further period as may be determined by the Joint Board concerned or the Standing Committee of the Council.

8. BENEFITS PAYABLE

A person who has complied with the provisions hereof shall be paid benefits at the rates prescribed hereunder during periods of unemployment or sickness: Provided, however, that the total period over which unemployment benefits may be received shall not exceed 26 weeks in all during any period of 12 months from the first date of unemployment within that period of 12 months: Provided further that the benefits payable in respect of unemployment or in terms of paragraph 8 (2) (b) hereof shall not exceed one week's benefits for each six weekly contributions.

(1) Unemployment benefits.

(a) For any period up to 26 weeks of unemployment a member, who is not a 'contributor' in terms of the Unemployment Insurance Act, 1966, shall be paid from the Fund at the following rates:

Grade I members: R70 per week.
Grade II members: R30 per week.
Grade III members: R20 per week.

(b) For any period up to the first week of unemployment a member, who is a 'contributor' in terms of the Unemployment Insurance Act, 1966, shall be paid from the Fund at the following rates:

Grade I members: R70 per week.
Grade II members: R30 per week.
Grade III members: R20 per week.

(c) For the balance of any period up to 25 weeks of unemployment such a member shall be paid from the Fund at the following rates:

Grade I members: R30 per week.
Grade II members: R15 per week.
Grade III members: R7,50 per week.

(2) Sickness benefits.

(a) For any period up to the first three working weeks of sickness in any calendar year the member shall, on production of an acceptable medical certificate, be paid 75 per cent of his normal wage by his employer who will, on request to the local agent of the Council having jurisdiction and on production of the medical certificate mentioned, as well as the contribution card of the member, be refunded from the Fund at the following rates:

Grade I members: R42,50 per week.
Grade II members: R21,25 per week.
Grade III members: R15 per week:

Provided that—

(i) in the first calendar year of employment in the Industry an employee shall not be entitled to the benefit mentioned at a rate of more than, in the case of an employee who works a five-day week, one working day's benefit in respect of each completed period of five weeks of employment and, in the case of every other employee, one working day's benefit in respect of each completed month of employment;

(ii) where an employer is by law required to pay fees for hospital or medical treatment in respect of an employee, and pays such fees in respect of any incapacity, the amount so paid may be set off against the remuneration due in terms of this subparagraph in respect of absence on sick leave because of such incapacity;

(iii) the provisions of this subparagraph shall not apply in respect of any period of incapacity of an employee in respect of which the employer is required by a certificate of exemption to pay to the employee an amount of not less than his ordinary remuneration for the period of incapacity;

(iv) unless amounts due in respect of amounts paid in a particular month are claimed by the end of the second following month or unless otherwise decided by the Standing Committee, no refund will be paid.

(b) For the balance of any period over which a member, who is not a 'contributor' in terms of the Unemployment Insurance Act, 1966, may be entitled to sickness benefits in

werk verloor of dit verlaat het, of vir enige verdere tydperk wat die betrokke Gesamentlike Raad of die Vaste Komitee van die Raad mag vasstel, nie op werkloosheidsbystand geregtig nie.

8. BYSTAND BETAALBAAR

Iemand wat die bepalings hiervan nagekom het, moet gedurende tye van werkloosheid of siekte bystand betaal word teen die tariewe hieronder voorgeskryf: Met dien verstande egter dat die totale tydperk waarvoor werkloosheidsbystand ontvang mag word, altesaam hoogstens 26 weke mag wees gedurende enige tydperk van 12 maande vanaf die eerste datum van werkloosheid binne dié tydperk van 12 maande: Voorts met dien verstande dat die bystand wat ten opsigte van werkloosheid of ingevolge paragraaf 8 (2) (b) hiervan betaalbaar is, hoogstens een week se bystand vir elke ses weeklikse bydraes mag wees.

(1) Werkloosheidsbystand.

(a) Vir enige tydperk tot 26 weke van werkloosheid moet 'n lid wat nie 'n bydraer kragtens die Werkloosheidversekeringswet, 1966, is nie teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R70 per week.
Graad II-lede: R30 per week.
Graad III-lede: R20 per week.

(b) Vir enige tydperk tot die eerste week van werkloosheid moet 'n lid wat 'n 'bydraer' kragtens die Werkloosheidversekeringswet, 1966, is teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R70 per week.
Graad II-lede: R30 per week.
Graad III-lede: R20 per week.

(c) Vir die res van enige tydperk tot 25 weke van werkloosheid moet sodanige lid teen die volgende tariewe uit die Fonds betaal word:

Graad I-lede: R30 per week.
Graad II-lede: R15 per week.
Graad III-lede: R7,50 per week.

(2) Siektebystand.

(a) Vir enige tydperk tot die eerste drie werkweke met siekte in 'n kalenderjaar moet die lid, by voorlegging van 'n aanvaarbare doktersertifikaat, 75 persent van sy gewone loon deur sy werkgever betaal word wat, op versoek by die plaaslike agent van die Raad wat regsbevoegdheid het en by voorlegging van gemelde doktersertifikaat asook die lid se bydraekaart, teen die volgende tariewe uit die Fonds vergoed moet word:

Graad I-lede: R42,50 per week.
Graad II-lede: R21,25 per week.
Graad III-lede: R15 per week:

Met dien verstande dat—

(i) gedurende die eerste kalenderjaar diens in die Nywerheid 'n werknemer wat 'n werkweek van vyf dae het, geregtig is op die gemelde bystand teen hoogstens een werkdag se bystand vir elke voltooië tydperk van vyf weke diens en in die geval van alle ander werknemers, een werkdag se bystand vir elke voltooië maand diens;

(ii) waar 'n werkgever regtens verplig is om gelde vir hospitaal- of mediese behandeling ten opsigte van 'n werknemer te betaal en hy die gelde ten opsigte van enige ongeskiktheid wel betaal, die bedrag aldus betaal, verreken kan word teen die besoldiging verskuldig ingevolge hierdie subparagraaf ten opsigte van afwesigheid met siekteverlof as gevolg van sodanige ongeskiktheid;

(iii) hierdie subparagraaf nie van toepassing is nie ten opsigte van enige tydperk van ongeskiktheid van 'n werknemer ten opsigte waarvan die werkgever deur 'n vrystellingsertifikaat verplig is om 'n bedrag van minstens sy gewone besoldiging vir die tydperk van ongeskiktheid aan 'n werknemer te betaal;

(iv) tensy bedrae wat geëis word ten opsigte van bedrae wat in 'n bepaalde maand betaal is, teen die einde van die tweede volgende maand geëis word—tensy die Vaste Komitee anders besluit—geen terugbetaling gedoen word nie.

(b) Vir die res van enige tydperk waarvoor 'n lid wat nie 'n bydraer kragtens die Werkloosheidversekeringswet, 1966, is nie, ingevolge die bepalings hiervan op siektebystand geregtig

terms hereof, up to a further 23 working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of the member:

Grade I members: R70 per week.
Grade II members: R30 per week.
Grade III members: R20 per week.

(c) For the balance of any period over which a member, who is a 'contributor' in terms of the Unemployment Insurance Act, 1966, may be entitled to sickness benefits in terms hereof, up to a further three working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of the members:

Grade I members: R70 per week;
Grade II members: R30 per week;
Grade III members: R20 per week;

and thereafter, up to an additional 20 working weeks in any calendar year, the following payments shall be made from the Fund on production of an acceptable medical certificate as well as the contribution card of such a member:

Grade I members: R30 per week.
Grade II members: R15 per week.
Grade III members: R7,50 per week.

(d) The local agent of the Council shall have the right, as a condition precedent to any payment in terms hereof, to require the member to submit himself to medical examination by a medical practitioner nominated by him.

(e) 'Calendar year' for the purposes hereof means the period from 1 January until 31 December of any year.

(3) *Accumulated sickness benefits.*

A member may accumulate one of every two days of the sick leave mentioned in subparagraph (2) (a) which is not used during a particular calendar year up to a maximum of 30 days. A member who has so accumulated sick leave and whose benefits in terms of subparagraph (2) (a) have been fully used shall, on production of an acceptable medical certificate that as a result of a surgical procedure or serious illness he remains unfit for work, be paid his normal wage by his employer up to the period of such accumulated sick leave. The employer will on request to the local agent of the Council having jurisdiction and on production of a medical certificate mentioned as well as the contribution card of the member be refunded from the Fund the amount paid to the member in terms of this subparagraph.

9. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR 26 WEEKS

(1) A person who has been paid not less than 26 weeks' sickness benefits over a continuous period shall not be entitled to any further benefits until a period of not less than 26 weeks has elapsed from the date on which such benefits were last drawn. In calculating this period of 26 weeks, account shall not be taken of any period over which additional sick benefits were authorised by the Standing Committee in terms of paragraph 14.

(2) Unless otherwise decided by the Standing Committee of the Council, a member who has been paid not less than 26 weeks' unemployment benefits over a period of 12 months from the first date of unemployment within that period of 12 months shall not be entitled to further benefits until he has again been employed for not less than a continuous period of 13 weeks. The Standing Committee of the Council may also, after consideration of the recommendation of the Governing Board of the S.A. Typographical Union, prescribe such additional conditions as it may deem advisable in such cases and no benefits shall be payable until those conditions have been fulfilled.

10. SPECIAL PROVISION WHERE ALLOWANCE IS PAID BY EMPLOYER

Subject to the provisions of paragraph 8 (2) (a), if an applicant is paid an allowance by his employer, the amount payable to him shall not exceed such amount as will bring the total amount received by him from his employer and from the Joint Unemployment Fund for the particular week up to the amount of his earnings for a normal week's work: Provided, however, that the maximum weekly benefits payable in terms of paragraph 8 shall in no case be exceeded.

is tot 23 werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook die lid se bydraekaart:

Graad I-lede: R70 per week.
Graad II-lede: R30 per week.
Graad III-lede: R20 per week.

(c) Vir die res van enige tydperk waaroor 'n lid wat 'n bydraer kragtens die Werkloosheidsversekeringswet, 1966, is, ingevolge die bepalings hiervan op siektbystand geregtig is tot 'n verdere drie werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook die lid se bydraekaart:

Graad I-lede: R70 per week;
Graad II-lede: R30 per week;
Graad III-lede: R20 per week;

en daarna, tot 'n bykomende 20 werkweke in 'n kalenderjaar, moet die volgende bedrae uit die Fonds aan hom betaal word by voorlegging van 'n aanvaarbare doktersertifikaat asook sodanige lid se bydraekaart:

Graad I-lede: R30 per week.
Graad II-lede: R15 per week.
Graad III-lede: R7,50 per week.

(d) Die plaaslike agent van die Raad beskik oor die bevoegdheid, as 'n opskortende voorwaarde vir enige betaling ingevolge die bepalings hiervan, om van die lid te vereis dat hy homself medies laat ondersoek deur 'n mediese praktisyn wat deur hom aangewys word.

(e) Vir die toepassing hiervan beteken 'kalenderjaar' die tydperk van 1 Januarie tot 31 Desember van enige jaar.

(3) *Opgelope siektbystand.*

'n Lid mag een uit elke twee dae siekteverlof in subparagraaf (2) (a) vermeld, wat nie gedurende 'n bepaalde kalenderjaar gebruik is nie, tot 'n maksimum van 30 dae laat ooploop. 'n Lid wat siekteverlof so laat ooploop het en wie se bystand ingevolge subparagraaf (2) (a) ten volle gebruik is, moet by voorlegging van 'n aanvaarbare doktersertifikaat dat hy as gevolg van chirurgiese behandeling of ernstige siekte steeds ongeskik vir werk is, sy normale loon tot op die tydstop van sodanige opgelope siekteverlof deur sy werkgever betaal word. Op versoek by die plaaslike agent van die Raad wat regsbevoegdheid het en by voorlegging van die genoemde doktersertifikaat asook die lid se bydraekaart, moet die bedrag wat ingevolge hierdie subparagraaf aan die lid betaal is, aan die werkgever terugbetaal word.

9. SPESIALE BEPALING WAAR BYSTAND VIR 26 WEKE BETAAL IS

(1) Iemand wat minstens 26 weke se bystand oor 'n aaneenlopende tydperk betaal is, is nie op enige verdere bystand geregtig nie voordat 'n tydperk van minstens 26 weke verloop het vanaf die datum waarop sodanige bystand laas getrek is. By die berekening van hierdie tydperk van 26 weke moet enige tydperk waarvoor addisionele siektbystand deur die Vaste Komitee kragtens paragraaf 14 gemagtig is, nie in berekening gebring word nie.

(2) Tensy die Vaste Komitee van die Raad anders besluit, is 'n lid aan wie minstens 26 weke se werkloosheidsbystand betaal is oor 'n tydperk van 12 maande vanaf die eerste datum van werkloosheid gedurende dié tydperk van 12 maande, nie geregtig op verdere bystand voordat hy weer vir 'n aaneenlopende tydperk van minstens 13 weke in diens geneem is nie. Die Vaste Komitee van die Raad kan ook, ná ooreweging van die aanbeveling van die Beheerraad van die S.A. Typographical Union, sodanige bykomende voorwaardes voorskryf as wat hy in sulke gevalle wenslik ag, en geen bystand mag betaal word voordat daar ten volle aan dié voorwaardes voldoen is nie.

10. SPESIALE BEPALING WAAR TOELAE DEUR WERKGEWER BETAAL WORD

As 'n applikant 'n toelae deur sy werkgever betaal word, mag die bedrag wat aan hom betaalbaar is, behoudens paragraaf 8 (2) (a), hoogstens dié bedrag wees wat die totale bedrag deur hom van sy werkgever en van die Gesamentlike Werkloosheidsfonds vir die besondere week ontvang, te staan sal bring op die bedrag van sy verdienste vir 'n gewone week se werk: Met dien verstande egter dat die maksimum weeklikse bystand wat ingevolge paragraaf 8 betaalbaar is, in geen geval te bowe gegaan mag word nie.

11. NO REDUCTION IN BENEFITS BECAUSE OF WORKMEN'S COMPENSATION ACT

No reduction of the sickness benefits payable shall be made because of any amount received by an applicant in terms of the Workmen's Compensation Act.

12. PAYMENT OF BENEFITS ON A DAILY BASIS

(1) The payments mentioned in paragraph 8 (2) (a) are payable on a daily basis calculated at one-sixth of the weekly payment where the employee is, or was, employed in a six-day week establishment and at one-fifth of the weekly payment where the employee is, or was, employed in a five-day week establishment.

(2) In respect of benefits payable in terms of paragraph 8 (1) or 8 (2) (b) and (c) where the applicant has been unable to work because of unemployment or sickness for not less than two consecutive working days, benefits are payable to him on a daily basis calculated at one-sixth of the weekly benefits if he is, or was, employed in a six-day week establishment and at one-fifth of the weekly benefits if he is, or was, employed in a five-day week establishment. Where the period of absence is less than two consecutive working days no benefits are payable in terms of paragraph 8 (2) (b) and (c).

13. PAYMENT OF TRAVELLING EXPENSES

The Standing Committee of the Council, in its discretion, may authorise the payment of travelling expenses to enable an unemployed person to take up employment in some other centre.

14. ADDITIONAL SICK BENEFITS

The Standing Committee of the Council may, in its discretion and notwithstanding the provisions of paragraph 8, authorise the payment of sick benefits over a period not exceeding 14 weeks in any calendar year over and above the period of 26 weeks mentioned in paragraph 8.

When dealing with any such application, the Standing Committee shall give consideration to—

- (a) the benefits paid or payable to the applicant by the State;
- (b) the complaint from which he is suffering; and
- (c) his financial position.

15. BENEFITS PAID TO BE ENTERED ON CONTRIBUTION CARD AND RECEIPT TO BE OBTAINED

When benefits are paid in terms hereof, the local agent of the Council shall ensure that the payment made is entered on the member's contribution card and that a receipt for the amount paid is obtained from the member.

16. ADMINISTRATION

(1) The S.A. Typographical Union shall keep all necessary records and accounts concerning advances made to it by the Council for the purposes of the Fund and shall at all reasonable times permit access thereto by the auditors or other representatives of the Council.

(2) When submitting claims, the S.A. Typographical Union shall furnish such details as may be required by the Standing Committee of the Council from time to time.

17. POWERS OF EXECUTIVE COMMITTEE IN SPECIAL CASES

Notwithstanding anything to the contrary herein contained, the Executive Committee of the Council may, in its discretion, grant additional or further benefits in particular cases.

18. DEFINITIONS

For the purposes hereof—

'Grade I member' means an employee for whom a minimum wage rate is prescribed by section 6 (1) (a), (b) and (c), section 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Table 19 of section 36, Table 22 of section 40 of Table 25 of section 43 and each process moulder entitled to not less than the top rate of wages mentioned in Table 4 of the Main Agreement, and Grade I membership has a corresponding meaning;

'Grade II member' means an employee, other than a Grade I member, a driver of a motor vehicle, a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed by the Main Agreement: Provided that the employee has either had two years' or more experience in the Industry or is employed on work for which minimum wages are prescribed at a rate equal to, or in excess of, that prescribed

11. GEEN VERMINDERING VAN BYSTAND AS GEVOLG VAN ONGEVALLEWET NIE

Geen vermindering van die siektebystand wat betaalbaar is, mag gemaak word omdat 'n bedrag deur 'n applikant kragtens die Ongevallewet ontvang is nie.

12. BETALING VAN BYSTAND OP 'N DAAGLIKSE GRONDSLAG

(1) Die betalings bedoel in paragraaf 8 (2) (a), is betaalbaar op 'n daaglikse grondslag, bereken teen een sesde van die weeklikse betaling in gevalle waar die werknemer werksaam is of was in 'n bedryfsinrigting wat ses dae per week werk teen een vyfde van die weeklikse betaling in gevalle waar die werknemer werksaam is of was in 'n bedryfsinrigting wat vyf dae per week werk.

(2) Wat die bystand betref wat ingevolge paragraaf 8 (1) of 8 (2) (b) en (c) betaalbaar is in gevalle waar die applikant weens werkloosheid of siekte minstens twee agtereenvolgende dae nie in staat was om te werk nie, is die bystand aan hom betaalbaar op 'n daaglikse grondslag, bereken teen een sesde van die weeklikse bystand indien hy werksaam is of was in 'n bedryfsinrigting wat ses dae per week werk en teen een vyfde van die weeklikse bystand indien hy werksaam is of was in 'n bedryfsinrigting wat vyf dae per week werk. Waar die tydperk van afwesigheid korter as twee agtereenvolgende werkdae is, is geen bystand ingevolge paragraaf 8 (2) (b) en (c) betaalbaar nie.

13. BETALING VAN REISKOSTE

Die Vaste Komitee van die Raad kan na goedgekeurde betaling van reiskoste magtig om 'n werklose persoon in staat te stel om werk in 'n ander sentrum te aanvaar.

14. BYKOMENDE SIEKTEBYSTAND

Die Vaste Komitee van die Raad kan na goedgekeurde en ondanks paragraaf 8 die betaling magtig van siektebystand oor 'n tydperk van hoogstens 14 weke in 'n kalenderjaar bo en behalwe die tydperk van 26 weke in paragraaf 8 genoem. Wanneer hy so 'n aansoek behandel, moet die Vaste Komitee oorweging skenk aan—

- (a) bystand betaal of betaalbaar aan die applikant deur die Staat;
- (b) die kwaal waaraan hy ly; en
- (c) sy finansiële toestand.

15. BYSTAND WAT BETAAL IS, MOET OP BYDRAE-KAART INGESKRYF WORD EN KWITANSIE MOET VERKRY WORD

Wanneer bystand hiervolgens betaal word, moet die plaaslike agent van die Raad verseker dat die betaling wat gedoen is, op die lid se bydraekaart ingeskryf word en dat 'n kwitansie vir die betaalde bedrag van die lid verkry word.

16. ADMINISTRASIE

(1) Die S.A. Typographical Union moet al die nodige aantekeninge en rekenings in verband met voorskotte wat vir die doel van die Fonds deur die Raad aan hom betaal is, bewaar en op enige redelike tyd aan die auditore of ander verteenwoordigers van die Raad toegang daartoe verleen.

(2) Wanneer hy eise indien, moet die S.A. Typographical Union alle besonderhede verstrek wat van tyd tot tyd deur die Vaste Komitee van die Raad vereis word.

17. BEVOEGDHEDE VAN UITVOERENDE KOMITEE IN SPESIALE GEVALLE

Ondanks andersluidende bepalings hierin, kan die Uitvoerende Komitee van die Raad na goedgekeurde bykomende of verdere bystand in besondere gevalle toestaan.

18. WOORDOMSKRYWING

Vir die toepassing hiervan beteken—

'Graad I-lid' 'n werknemer vir wie 'n minimum loonskaal by klousule 6 (1) (a), (b) en (c), klousule 25 (6) (p), 25 (7) (a) (ii), 25 (12) (ii), 25 (14) (h) (ii), Tabel 19 van klousule 36, Tabel 22 van klousule 40 of Tabel 25 van klousule 43 voorgeskryf word en elke chemiemonteerder wat geregtig is op minstens die toploonskaal in Tabel 4 van die Hoofvooreenkoms gemeld, en Graad I-lidmaatskap het 'n ooreenstemmende betekenis;

'Graad II-lid' 'n werknemer, uitgesonderd 'n Graad I-lid, 'n motorvoertuigdrywer, 'n skermwerker, 'n skermdrukproefwerker of 'n arbeider, vir wie 'n minimum loonskaal by die Hoofvooreenkoms voorgeskryf word: Met dien verstande dat die werknemer of twee jaar of langer ondervinding in die Nywerheid gehad het of in diens is in werk waarvoor minimum lone voorgeskryf is wat gelyk is aan of hoër is as dié wat in

for the fourth six months of experience by Table 10 of section 6 of the Main Agreement; as well as each apprentice who has completed the first year of his apprenticeship, and Grade II membership has a corresponding meaning;

'Grade III member' means an employee, other than a Grade I and Grade II member, a driver of a motor vehicle, a screen worker, a screen printing probationer or a labourer, for whom a minimum wage rate is prescribed by the Main Agreement as well as each apprentice during the first year of his apprenticeship, and Grade III membership has a corresponding meaning."

2. In Annexure D—

(1) in section 3 (g), substitute "R1,35" and "R1,30" for "60c" and "55c" respectively, and delete the following:

"Provided further that the benefits payable to or in respect of any such pensioner shall not exceed one-quarter of the maximum benefits payable in terms of paragraph 5 (f).";

(2) in section 5 (a) (v), substitute "R100" for "R60" and "R80".

The employers' organisations and the trade union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the aforegoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg this 21st day of August 1978.

H. W. MILLER, Employers' Representative, Chairman of the Council.

J. J. BOTHA, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

No. R. 2452 8 December 1978
INDUSTRIAL CONCILIATION ACT, 1956

PRINTING AND NEWSPAPER INDUSTRY.— AMENDMENT OF LABOURERS' BENEFIT FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Printing and Newspaper Industry, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon the employers' organisations and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisations or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice who are engaged or employed in the said Industry in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 31 December 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks employed in the said Industry by the

Tabel 10 van klousule 6 van die Hoofdooreenkoms vir die vierde ses maande ondervinding voorgeskryf word; en elke vakleerling wat die eerste jaar van sy vakleerlingskap voltooi het, en Graad II-lidmaatskap het 'n ooreenstemmende betekenis;

'Graad III-lid' 'n werknemer, uitgesonderd 'n Graad I- en Graad II-lid, 'n motorvoertuigdrywer, 'n skermwerker, 'n skermdrukproefwerker of 'n arbeider, vir wie 'n minimum loonskaal in die Hoofdooreenkoms voorgeskryf word en elke vakleerling gedurende die eerste jaar van sy vakleerlingskap, en graad III-lidmaatskap het 'n ooreenstemmende betekenis."

2. In Aanhangsel D—

(1) in klousule 3 (g) vervang "60c" en "55c" onderskeidelik deur "R1,35" en "R1,30", en skrap die volgende:

"Voorts met dien verstande dat die bystand betaalbaar aan of ten opsigte van enige sodanige pensioentrekker hoogstens een kwart mag wees van die maksimum bystand wat kragtens paragraaf 5 (f) betaalbaar is.;"

(2) in klousule 5 (a) (v) vervang "R60" en "R80" deur "R100".

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat voornoemde die Ooreenkoms is waartoe geraak is en heg hulle hul handtekeninge daarby aan.

Op hede die 21ste dag van Augustus 1978 in Johannesburg onderteken.

H. W. MILLER, Werkgewersverteenvoerder, Voorsitter van die Raad.

J. J. BOTHA, Werknemersverteenvoerder.

T. S. CLEARY, Sekretaris van die Raad.

No. R. 2452 8 Desember 1978
WET OP NYWERHEIDSVERSOENING, 1956

DRUK- EN NUUSBLADNYWERHEID.— WYSIGING VAN ARBEIDERSHULPFONDS- OOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Druk- en Nuusbladnywerheid betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir die werkgewersorganisasies en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasies of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 31 Desember 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Nywerheid by

employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

NATIONAL INDUSTRIAL COUNCIL OF THE PRINTING AND NEWSPAPER INDUSTRY OF SOUTH AFRICA

AGREEMENT

entered into in accordance with the provisions of the Industrial Conciliation Act, 1956, by and between

The Federation of Master Printers of South Africa
and the

Newspaper Press Union of South Africa

(hereinafter referred to as the "employers' organisations"), of the one part, and

The South African Typographical Union

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

being the parties to the National Industrial Council of the Printing and Newspaper Industry of South Africa.

The Labourers' Benefit Fund Agreement promulgated under Government Notice R. 2392, dated 20 December 1974, as amended and extended by Government Notices R. 2375, dated 19 December 1975, R. 2610 and R. 2611, dated 30 December 1977, is hereby amended as follows:

1. By the substitution of "R12,50" for "R9,00" in section 14 (2).

2. By the substitution of "R120,00" and "R12,00" for "R60" and "R6" in section 16 (1).

The employers' organisations and the trade union, having arrived at the Agreement set forth herein, the undersigned authorised officers of the Council hereby declare that the foregoing is the Agreement arrived at and affix their signatures thereto.

Signed at Johannesburg this 21st day of August 1978.

H. W. MILLER, Employers' Representative Chairman of the Council.

J. J. BOTHA, Employees' Representative.

T. S. CLEARY, Secretary of the Council.

No. R. 2453 8 December 1978
INDUSTRIAL CONCILIATION ACT, 1956

DENTAL MECHANICIAN OCCUPATION, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF MEDICAL FUND AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Dental Mechanician Occupation shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, upon the employers and employees who are represented on the Dental Mechanics Labour Committee;

(b) in terms of section 48 (1) (b) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed

dié werkgewers vir wie enigeeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

NASIONALE NYWERHEIDSRAAD VIR DIE DRUK- EN NUUSBLADNYWERHEID VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Federation of Master Printers of South Africa
en die

Newspaper Press Union of South Africa

(hierna die "werkgewersorganisasies" genoem), aan die een kant, en die

South African Typographical Union

(hierna die "vakvereniging" genoem), aan die ander kant, wat die partye is by die Nasionale Nywerheidsraad vir die Druk- en Nuusbladnywerheid van Suid-Afrika.

Die Arbeidershulpfondsooreenkoms, afgekondig by Goewermementskennisgewing R. 2393 van 20 Desember 1974, soos gewysig en verleng by Goewermementskennisgewings R. 2375 van 19 Desember 1975 en R. 2610 en R. 2611 van 30 Desember 1977, word hierby soos volg gewysig:

1. In klousule 14 (2), vervang "R9,00" deur "R12,50".

2. In klousule 16 (1), vervang "R60" en "R6" deur onderskeidelik "R120,00" en "R12,00".

Nademaal die werkgewersorganisasies en die vakvereniging tot die Ooreenkoms geraak het wat hierin uiteengesit word, verklaar ondergetekende gemagtigde beamptes van die Raad hierby dat bostaande die Ooreenkoms is waartoe geraak is en heg hulle hul handtekeninge daarby aan.

Op hede die 21ste dag van Augustus 1978 te Johannesburg onderteken.

H. W. MILLER, Werkgewersverteenwoordiger, Voorsitter van die Raad.

J. J. BOTHA, Werknemersverteenwoordiger.

T. S. CLEARY, Sekretaris van die Raad.

No. R. 2453 8 Desember 1978
WET OP NYWERHEIDSVERSOENING, 1956

BEROEP VAN TANDWERKTUIGKUNDIGE, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN MEDIESE FONDSOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Beroep van Tandwerktuigkundige betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 eindig, bindend is vir die werkgewers en die werknemers wat in die Arbeidskomitee vir Tandwerktuigkundiges verteenwoordig is;

(b) kragtens artikel 48 (1) (b) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing,

in the said Occupation in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 30 September 1987, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks employed in the said Occupation by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

SCHEDULE

THE DENTAL MECHANICIANS LABOUR COMMITTEE ESTABLISHED UNDER SECTION 22 OF THE DENTAL MECHANICIANS ACT, 1945 (ACT 30 OF 1945), AND DEEMED TO BE AN INDUSTRIAL COUNCIL FOR THE DENTAL MECHANICIAN OCCUPATION IN THE REPUBLIC OF SOUTH AFRICA

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (Act 28 of 1956), as applied by the Dental Mechanics Act, 1945 (Act 30 of 1945), arrived at by the Dental Mechanics Labour Committee, being an Industrial Council deemed to be registered under the former Act and consisting of representatives of—

- (1) dentists who are employers of dental mechanics, and
- (2) dental mechanics who are employers of dental mechanics

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

- (3) dental mechanics who are employees of dentists or of dental mechanics

(hereinafter referred to as the "employees"), of the other part, being parties to the Labour Committee for the Dental Mechanician Occupation in the Republic of South Africa,

to amend the Agreement published under Government Notice R. 1470, dated 29 July 1977, as follows:

1. CLAUSE 6.—CONTRIBUTIONS BY EMPLOYERS AND EMPLOYEES

Substitute the following for subclause (1):

"(1) Every dental mechanician member shall pay 50 per cent of the schedule of contributions applicable to his membership and based on the following table of monthly premiums:

Monthly income of member	M	M1	M2	M3
Up to R150.....	10	20	23	25
Up to R250.....	13	23	26	28
Up to R350.....	15	26	29	31
Up to R500.....	17	29	32	35
Up to R700.....	19	33	36	39
Above R700.....	21	37	40	43

M—single member.

M1—member with one dependant.

M2—member with two dependants.

M3—member with three or more dependants."

Signed on behalf of the parties at Pretoria this 20th day of September 1978.

DR L. T. TALJAARD, Chairman of the Committee.

DR A. P. DE JAGER, Member of the Committee.

A. D. VAN DER MERWE, Secretary of the Committee.

wat betrokke is by of in diens is in genoemde Beroep in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van die Wet op Nywerheidsversoenig, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 30 September 1987 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Beroep by dié werkgewers vir wie enigen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

BYLAE

DIE ARBEIDSKOMITEE VIR TANDWERKTUIGKUNDIGES, INGESTEL INGEVOLGE ARTIKEL 22 VAN DIE WET OP TANDWERKTUIGKUNDIGES, 1945 (WET 30 VAN 1945), WAT AS 'N NYWERHEIDSRaad VIR DIE BEROEP VAN TANDWERKTUIGKUNDIGE IN DIE REPUBLIEK VAN SUID-AFRIKA GEAG WORD

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956 (Wet 28 van 1956), soos toegepas by die Wet op Tandwerktuigkundiges, 1945 (Wet 30 van 1945), soos ooreengekom deur die Arbeidskomitee vir Tandwerktuigkundiges, synde 'n Nywerheidsraad wat beskou word geregistreer te wees ingevolge eersgenoemde Wet en wat bestaan uit verteenwoordigers van—

- (1) tandartse wat werkgewers van tandwerktuigkundiges is, en
- (2) tandwerktuigkundiges wat werkgewers van tandwerktuigkundiges is

(hierna die "werkgewers" genoem), aan die een kant, en

- (3) tandwerktuigkundiges wat werknemers van tandartse of van tandwerktuigkundiges is

(hierna die "werknemers" genoem), aan die ander kant,

wat partye is by die Arbeidskomitee vir die Beroep van Tandwerktuigkundige in die Republiek van Suid-Afrika,

om die Ooreenkoms gepubliseer by Goewermentskennisgewing R. 1470, gedateer 29 Julie 1977, soos volg te wysig:

1. KLOUSULE 6.—BYDRAES DEUR WERKGEWERS EN WERKNEMERS

Vervang subklousule (1) deur die volgende:

"(1) Elke tandwerktuigkundige lid moet 50 persent betaal van die lys van bydraes wat op sy lidmaatskap van toepassing is en wat op die volgende tabel van maandelikse premies gebaseer is:

Lid se maandelikse inkomste	M	M1	M2	M3
Tot R150.....	10	20	23	25
Tot R250.....	13	23	26	28
Tot R350.....	15	26	29	31
Tot R500.....	17	29	32	35
Tot R700.....	19	33	36	39
Bo R700.....	21	37	40	43

M—ongetroude lid.

M1—lid met een afhanklike.

M2—lid met twee afhanklikes.

M3—lid met drie of meer afhanklikes."

Namens die partye op hede die 20ste dag van September 1978 te Pretoria onderteken.

DR. L. T. TALJAARD, Voorsitter van die Komitee.

DR. A. P. DE JAGER, Lid van die Komitee.

A. D. VAN DER MERWE, Sekretaris van die Komitee.

No. R. 2454 8 December 1978
INDUSTRIAL CONCILIATION ACT, 1956

DENTAL MECHANICIAN OCCUPATION, REPUBLIC OF SOUTH AFRICA.—EXTENSION OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby, in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, extend the periods fixed in Government Notices R. 218 of 18 February 1977 and R. 2549 of 15 December 1977 by a further period of 12 months ending 15 December 1979.

S. P. BOTHA, Minister of Labour.

No. R. 2455 8 December 1978
INDUSTRIAL CONCILIATION ACT, 1956

DENTAL MECHANICIAN OCCUPATION, REPUBLIC OF SOUTH AFRICA.—AMENDMENT OF MAIN AGREEMENT

I, Stephanus Petrus Botha, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Dental Mechanician Occupation, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1979, upon the employers and employees who are represented on the Dental Mechanics Labour Committee;

(b) in terms of section 48 (1) (b) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Amending Agreement shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1979, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Occupation in the Republic of South Africa, excluding the port and settlement of Walvis Bay; and

(c) in terms of section 48 (3) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that in the Republic of South Africa, excluding the port and settlement of Walvis Bay, and with effect from the second Monday after the date of publication of this notice and for the period ending 15 December 1979, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Blacks employed in the said Occupation by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Blacks in their employ.

S. P. BOTHA, Minister of Labour.

No. R. 2454 8 Desember 1978
WET OP NYWERHEIDSVERSOENING, 1956

BEROEP VAN TANDWERKTUIGKUNDIGE, REPUBLIEK VAN SUID-AFRIKA.—VERLENGING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verleng hierby, kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, die tydperke vasgestel in Goewermentskennisgewings R. 218 van 18 Februarie 1977 en R. 2549 van 15 Desember 1977 met 'n verdere tydperk van 12 maande wat op 15 Desember 1979 eindig.

S. P. Botha, Minister van Arbeid.

No. R. 2455 8 Desember 1978
WET OP NYWERHEIDSVERSOENING, 1956

BEROEP VAN TANDWERKTUIGKUNDIGE, REPUBLIEK VAN SUID-AFRIKA.—WYSIGING VAN HOOFOOREENKOMS

Ek, Stephanus Petrus Botha, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Ooreenkoms (hierna die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Beroep van Tandwerktuigkundige betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1979 eindig, bindend is vir die werkgewers en die werknemers wat in die Arbeidskomitee vir Tandwerktuigkundiges verteenwoordig is;

(b) kragtens artikel 48 (1) (b) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1979 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Beroep in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai; en

(c) kragtens artikel 48 (3) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Wysigingsooreenkoms met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 15 Desember 1979 eindig, in die Republiek van Suid-Afrika, uitgesonderd die hawe en nedersetting van Walvisbaai, *mutatis mutandis* bindend is vir alle Swartes in diens in genoemde Beroep by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Swartes in hul diens.

S. P. BOTHA, Minister van Arbeid.

INDUSTRIAL CONCILIATION ACT, 1956, AS APPLIED BY THE DENTAL MECHANICIANS ACT, 1945

SCHEDULE

INDUSTRIAL COUNCIL FOR THE DENTAL MECHANICIAN OCCUPATION IN THE REPUBLIC OF SOUTH AFRICA

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956 (Act 28 of 1956), as applied by the Dental Mechanics Act, 1945 (Act 30 of 1945), and arrived at by the Dental Mechanics Labour Committee, being an Industrial Council deemed to be registered under the former Act and consisting of representatives of—

- (1) dentists who are employers of dental mechanics, and
 - (2) dental mechanics who are employers of dental mechanics
- (hereinafter referred to as the "employers"), of the one part, and
- (3) dental mechanics who are employees of dentists or of dental mechanics
- (hereinafter referred to as the "employees"), of the other part, being parties to the Labour Committee for the Dental Mechanician Occupation in the Republic of South Africa,

to amend the Agreement published under Government Notice R. 218, dated 18 February 1977, and extended by Government Notice R. 2549, dated 15 December 1977, as follows:

1. CLAUSE 4.—WAGES

- (1) Substitute the following for clause 4 (1):

"(1) Every employer shall pay and every employee shall receive a minimum annual wage as set out hereunder: Provided that the wage shall be determined from the date of registration of the employee as a dental mechanic and that every employee shall be entitled to the annual wage according to his years of service as a dental mechanic after registration: Provided further that in the case of an employee who served as a dental mechanic outside the Republic of South Africa prior to the date of his registration as a dental mechanic, such period as accepted by the Dental Mechanics Board, shall be taken into consideration in establishing the minimum wage of such an employee and not the date of registration as a dental mechanic in the Republic of South Africa:

During the—

	R
first year.....	3 780
second year.....	4 032
third year.....	4 284
fourth year.....	4 536
fifth year.....	4 788
sixth year.....	5 040
seventh year.....	5 418
eighth year.....	5 796
ninth year.....	6 174
tenth year.....	6 552
eleventh year.....	6 930
twelfth year.....	7 434
thirteenth year.....	7 938
fourteenth year and thereafter.....	8 442"

- (2) Delete subclause (2) and renumber subclauses (3) and (4) as subclauses (2) and (3) respectively.

2. CLAUSE 9.—LEAVE BONUS

Substitute the following new clause for clause 9:

"9. (1) Subject to the provisions of subclauses (2), (3) and (4), every employer shall pay and every employee shall receive upon completion of every 12 months of employment, a minimum annual leave bonus as follows:

	R
Married employees.....	260
Unmarried employees.....	130:

Provided that for the purposes of this clause a married woman and a widower, widow or divorced person without dependants shall be regarded as an unmarried employee.

WET OP NYWERHEIDSVERSOENING, 1956, SOOS TOEGEPAS DEUR DIE WET OP TANDWERKTUIGKUNDIGES, 1945

BYLAE

NYWERHEIDSRAAD VIR DIE BEROEP VAN TANDWERKTUIGKUNDIGE IN DIE REPUBLIEK VAN SUID-AFRIKA

OOREENKOMS

ingevolge die Wet op Nywerheidsversoening, 1956 (Wet 28 van 1956), soos toegepas deur die Wet op Tandwerktuigkundiges, 1945 (Wet 30 van 1945), en soos ooreengekom deur die Arbeidskomitee vir Tandwerktuigkundiges, wat 'n Nywerheidsraad is wat geag word geregistreer te wees ingevolge eersgenoemde Wet en wat bestaan uit verteenwoordigers van—

- (1) tandartse wat werkgewers van tandwerktuigkundiges is, en
- (2) tandwerktuigkundiges wat werkgewers van tandwerktuigkundiges is

(hierna die "werkgewers" genoem), aan die een kant, en

- (3) tandwerktuigkundiges wat werknemers van tandartse of van tandwerktuigkundiges is

(hierna die "werknemers" genoem), aan die ander kant,

wat partye is by die Arbeidskomitee vir die Beroep van Tandwerktuigkundige in die Republiek van Suid-Afrika,

om die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 218 van 18 Februarie 1977 en verleng deur Goewermentskennisgewing R. 2549 van 15 Desember 1977, soos volg te wysig:

1. KLOUSULE 4.—LONE

- (1) Vervang klausule 4 (1) deur die volgende:

"(1) Elke werkgever betaal en elke werknemer ontvang 'n minimum jaarlikse loon soos hieronder uiteengesit: Met dien verstande dat die loon bepaal moet word vanaf die datum van registrasie van die werknemer as 'n tandwerktuigkundige en dat elke werknemer geregtig is op die jaarlikse loon volgens sy jare van diens as tandwerktuigkundige na registrasie: Voorts met dien verstande dat in die geval van 'n werknemer wat voor die datum van sy registrasie as 'n tandwerktuigkundige buite die Republiek van Suid-Afrika as 'n tandwerktuigkundige gedien het, dié tydperk, soos deur die Raad vir Tandwerktuigkundiges aanvaar, in aanmerking geneem moet word by die bepaling van die minimum loon van sodanige werknemer en nie die datum van registrasie as 'n tandwerktuigkundige in die Republiek van Suid-Afrika nie:

Gedurende die—

	R
eerste jaar.....	3 780
tweede jaar.....	4 032
derde jaar.....	4 284
vierde jaar.....	4 536
vyfde jaar.....	4 788
sesde jaar.....	5 040
sewende jaar.....	5 418
agste jaar.....	5 796
negende jaar.....	6 174
tiende jaar.....	6 552
elfde jaar.....	6 930
twaalfde jaar.....	7 434
dertiende jaar.....	7 938
veertiende jaar en daarna.....	8 442"

- (2) Skrap subklausule (2) en hernommer subklausules (3) en (4) tot subklausules (2) en (3).

2. KLOUSULE 9.—VERLOFBONUS

Vervang klausule 9 deur die volgende:

"9. VERLOFBONUS

- (1) Behoudens subklausules (2), (3) en (4), betaal elke werkgever en ontvang elke werknemer na voltooiing van elke 12 maande diens 'n minimum jaarlikse verlofbonus soos volg:

	R
Getroude werknemers.....	260
Ongetroude werknemers.....	130:

Met dien verstande dat vir die toepassing van hierdie klausule 'n getroude vrou en 'n wewenaar, weduwee of geskeide persoon sonder afhanklikes as 'n ongetroude werknemer beskou word.

(2) The leave bonus referred to in subclause (1) shall be paid to an employee on the day before he goes on annual holiday leave and provided such leave is not less than 14 consecutive days: Provided that if an employer allows an employee to take his annual leave before the completion of 12 months of employment, the leave bonus shall be paid by the employer not later than two months after the completion of the said 12 months of employment.

(3) If the employment of an employee is terminated after he has become entitled to the leave bonus in terms of subclauses (1) and (2) but before the leave bonus has been paid to such employee, the leave bonus shall be paid to such employee on the date of termination of employment.

(4) If the services of an employee is terminated by his employer after six months of employment but before completion of 12 months of employment, such employer shall pay to the employee on the date of termination of employment the pro rata portion of the leave bonus referred to in subclause (1)."

3. CLAUSE 15.—REGISTRATION OF ESTABLISHMENT AND EMPLOYEES

(1) Amend the heading of this clause to read—

"REGISTRATION OF EMPLOYEES".

(2) Delete subclause (5) of this clause and renumber subclauses (6) and (7) to read "(5)" and "(6)" respectively.

4. Substitute the following for Annexure C:

"ANNEXURE C

THE DENTAL MECHANICIANS' LABOUR COMMITTEE

[Deemed to be an Industrial Council in terms of section 25 (1) of Act 30 of 1945]

REGISTRATION OF EMPLOYEES CERTIFICATE

This is to certify that the undermentioned employees have been registered in the dental laboratory of.....

Name	Occupation
1.	
2.	
3.	
4.	
5.	
6.	

Dated at Pretoria this.....day of.....

19.....

Secretary of the Committee

Note.—This certificate must be posted up in the workshop and produced when required by an inspector."

Signed at Pretoria on behalf of the parties of the Committee this 20th day of September 1978.

DR L. T. TALJAARD, Chairman.

DR A. P. DE JAGER, Member.

A. D. VAN DER MERWE, Secretary.

DEPARTMENT OF PLURAL RELATIONS AND DEVELOPMENT

No. R. 2409 8 December 1978

KANGWANE CITIZENSHIP REGULATIONS

The State President has been pleased, under and by virtue of the powers vested in him by section 11 (1) and (3) of the Black States Citizenship Act, 1970 (Act 26 of 1970), to make the regulations contained in the Annexure hereto, which shall be applicable in respect of citizens of the area for which the KaNgwane Legislative Assembly has been established.

(2) Die verlofbonus in subklousule (1) gemeld moet aan 'n werknemer betaal word op die dag voordat hy met vakansieverlof gaan en mits sodanige vakansieverlof minstens 14 aaneenlopende dae is: Met dien verstande dat indien 'n werkgewer toelaat dat 'n werknemer sy jaarlikse verlof neem voor die voltooiing van 12 maande diens, die werkgewer die verlofbonus aan die werknemer moet betaal hoogstens twee maande na voltooiing van genoemde 12 maande diens.

(3) Indien die diens van 'n werknemer beëindig word nadat hy geregtig geword het op die verlofbonus gemeld in subklousules (1) en (2) maar voordat gemelde verlofbonus aan die werknemer betaal is, moet die verlofbonus aan sodanige werknemer betaal word op die dag van sy diensbeëindiging.

(4) Indien 'n werkgewer die dienste van 'n werknemer beëindig na 'n tydperk van ses maande diens maar voor voltooiing van 12 maande diens, moet die werkgewer aan sodanige werknemer die pro rata-gedeelte van die verlofbonus in subklousule (1) bedoel op die dag van diensbeëindiging van sodanige werknemer betaal."

3. KLOUSULE 15.—REGISTRASIE VAN BEDRYFS- INRIGTING EN WERKNEMERS

(1) Wysig die opskrif van die klousule om te lui—

"REGISTRASIE VAN WERKNEMERS".

(2) Skrap subklousule (5) van hierdie klousule en hernommer subklousules (6) en (7) tot onderskeidelik "(5)" en "(6)".

4. Vervang Aanhangel C deur die volgende:

"AANHANGSEL C

DIE ARBEIDSKOMITEE VIR TANDWERKTUIGKUNDIGES

[Geag 'n nywerheidsraad te wees ooreenkomstig

artikel 25 (1) van Wet 30 van 1945]

REGISTRASIE VAN WERKNEMERS

SERTIFIKAAT

Hierby word gesertifiseer dat ondergenoemde werknemers geregistreer is in die laboratorium vir tandwerktuigkundige werk van.....

Naam	Beroep
1.	
2.	
3.	
4.	
5.	
6.	

Op hede die.....dag van.....19.....
in Pretoria gedateer.

Sekretaris van die Komitee

Opmerking.—Hierdie sertifikaat moet in die werkwinkel opgeplak wees en getoon word wanneer 'n inspekteur dit vereis."

Namens die partye by die Komitee op hede die 20ste dag van September 1978 te Pretoria onderteken.

DR. L. T. TALJAARD, Voorsitter.

DR. A. P. DE JAGER, Lid.

A. D. VAN DER MERWE, Sekretaris.

DEPARTEMENT VAN PLURALE BETREK- KINGE EN ONTWIKKELING

No. R. 2409 8 Desember 1978

KANGWANE-BURGERSKAPREGULASIES

Dit het die Staatspresident behaag om kragtens die bevoegdheid hom verleen by artikel 11 (1) en (3) van die Wet op Burgerskap van Swart State, 1970 (Wet 26 van 1970), die regulasies vervat in die Aanhangel hier- van uit te vaardig, wat van toepassing is ten opsigte van burgers van die gebied waarvoor die KaNgwane- Wet- gewende Vergadering ingestel is.

ANNEXURE

Definitions

1. In these regulations, unless the context otherwise indicates—

(i) "Act" means the Black States Citizenship Act, 1970 (Act 26 of 1970);

(ii) "Commissioner" includes an Additional and an Assistant Commissioner and—

(a) in respect of KaNgwane, includes a magistrate, an additional and an assistant magistrate; and

(b) in respect of a district or area for which no Commissioner has been appointed, includes a magistrate or an additional or an assistant magistrate or an assistant magistrate having jurisdiction in that district or area;

(iii) "certificate" means a certificate of citizenship of KaNgwane;

(iv) "Councillor" means the member of the Executive Council to whom the control of the Department of Community Affairs has been assigned;

(v) "Director" means the officer assigned as administrative head of the Department of Community Affairs of the KaNgwane Government;

(vi) "Executive Council" means the Executive Council of KaNgwane;

(vii) "holder" means the person to whom a certificate has been issued in terms of regulation 5;

(viii) "responsible officer" means an officer whose function it is to receive or to consider applications for certificates;

(ix) "KaNgwane" means the area for which the KaNgwane Legislative Assembly was established by Proclamation R. 214 of 1977;

(x) "the KaNgwane Government" means the Government of KaNgwane.

Form of certificate

2. A certificate shall be in such form as the Executive Council may from time to time determine and shall indicate, *inter alia*—

(a) the name of the holder;

(b) the number of the certificate;

(c) that the holder is a citizen of KaNgwane;

(d) the emblem or coat of arms, if any, of the KaNgwane Government;

(e) the facsimile signature of the Councillor;

(f) a photograph of the holder.

Register of citizens

3. The Director shall maintain or cause to be maintained a register of the names and particulars of all persons to whom certificates have been issued.

Mutual arrangements with the Department of Plural Relations and Development

4. (1) Notwithstanding anything to the contrary contained in these regulations, the Councillor may make mutual arrangements with the Secretary for Plural Relations and Development for the processing of applications for certificates.

(2) Such arrangements may make provision, for *inter alia*—

(a) the printing and making available of application forms;

(b) the receipt of completed application forms;

(c) the transmission of completed application forms and certificates to given addresses;

AANHANGSEL

Woordomskrywing

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

(i) "Kommissaris" ook 'n addisionele en 'n assistent-kommissaris en—

(a) ten opsigte van KaNgwane, ook 'n magistraat, 'n addisionele en 'n assistent-magistraat; en

(b) ten opsigte van 'n distrik of gebied ten opsigte waarvan geen Kommissaris aangestel is nie, ook 'n landdros of 'n addisionele of 'n assistent-landdros met regsbevoegdheid in daardie distrik of gebied;

(ii) "KaNgwane" die gebied waarvoor die KaNgwane-Wetgewende Vergadering ingestel is by Proklamasie R. 214 van 1977;

(iii) "die KaNgwane-regering" die Regering van KaNgwane;

(iv) "Direkteur" die beampte aangewys as administratiewe hoof van die Departement van Gemeenskap-sake van die KaNgwane-regering;

(v) "houer" die persoon aan wie 'n sertifikaat kragtens regulasie 5 uitgereik is;

(vi) "Raadslid" die lid van die Uitvoerende Raad aan wie die beheer oor die Departement van Gemeenskap-sake opgedra is;

(vii) "sertifikaat" 'n sertifikaat van burgerskap van KaNgwane;

(viii) "Uitvoerende Raad" die Uitvoerende Raad van KaNgwane;

(ix) "verantwoordelike beampte" 'n beampte wie se funksie dit is om aansoeke om sertifikate te ontvang of te oorweeg;

(x) "Wet" die Wet op Burgerskap van Swart State, 1970 (Wet 26 van 1970).

Vorm van sertifikaat

2. 'n Sertifikaat is in die vorm soos van tyd tot tyd deur die Uitvoerende Raad bepaal en toon onder andere—

(a) die naam van die houer;

(b) die nommer van die sertifikaat;

(c) dat die houer 'n burger van KaNgwane is;

(d) die embleem of wapen, as daar is, van die KaNgwane-regering;

(e) die facsimile-handtekening van die Raadslid;

(f) 'n foto van die houer.

Register van burgers

3. Die Direkteur hou 'n register by of laat 'n register byhou van die name en besonderhede van alle persone aan wie sertifikate uitgereik is.

Onderlinge reëlins met die Departement van Plurale Betrekkinge en Ontwikkeling

4. (1) Ondanks 'n andersluidende bepaling in hierdie regulasies vervat, kan die Raadslid onderlinge reëlins met die Sekretaris van Plurale Betrekkinge en Ontwikkeling tref vir die prosessering van aansoeke om sertifikate.

(2) Sodanige reëlins kan voorsiening maak vir, onder andere—

(a) die druk en beskikbaarstelling van aansoek-vorms;

(b) die ontvangs van ingevulde aansoekvorms;

(c) die deursending van ingevulde aansoekvorms en sertifikate na gegewe adresse;

(d) the making available of equipment for the purpose of the completion of application forms or for the production of certificates.

Issue of certificates

5. (1) A certificate shall be issued by the Councillor on behalf of the KaNgwane Government.

(2) If for any reason it would appear to be inexpedient, impracticable or impossible to issue, a certificate to a person who is alleged to be a citizen of KaNgwane, the responsible officer may, instead of a certificate, issue a document, substantially in the form set out in Part C of the First Schedule to these regulations, to such person and may request him to present himself at a future date and at a place indicated so that a certificate, if it has been issued to him, can be handed to him, or posted to him, as the case may be.

Application for certificate

6. (1) Except where the KaNgwane Government otherwise determines, application may be made—

(a) to the person nominated by the KaNgwane Government;

(b) in an urban area, to a representative nominated in terms of the provisions of section 4 of the Promotion of Black Self-government Act, 1959 (Act 46 of 1959);

(c) to a Commissioner.

(2) An application for a certificate shall be made on a form substantially the same as that set out in the First Schedule to these regulations.

Photographs

7. (1) Every application for a certificate shall be accompanied by two identical photographs of the applicant which shall comply with the following requirements:

(a) The outside measurements shall as far as is possible be as follows:

(i) Height: 40 mm ($1\frac{1}{2}$ ");

(ii) width: 30 mm ($1\frac{1}{8}$ ").

(b) Only the head and shoulders of the applicant shall be included in the photograph and the head in the final print shall not be less than 22 mm ($\frac{7}{8}$ ") or more than 25 mm (1") from the chin to the top of the hair.

(c) No silver grain shall be visible on the photographs.

(d) The face shall be a recognisable likeness of the applicant. For this purpose the whole of the face and both ears of the applicant shall be visible and the photograph shall be a recent one, taken without a hat or any other covering or ornament of any nature whatsoever. It shall also be without any temporary marks or colouring which may disguise his natural appearance or render identification from the photograph difficult. The photograph shall also not be damaged by holes, pencil or colouring-in marks, or in any other way.

(2) The responsible officer may reject the photographs submitted if, in his opinion, the said requirements have not been complied with or he regards them as unsuitable in other respects and the applicant shall then furnish other suitable photographs at his own expense.

(3) If a photograph is taken by a photographer who is in the employ of the KaNgwane Government or who is acting on behalf of the KaNgwane Government and who visits an area where the services of professional photographers are not readily available, a sum of 50c shall be payable for two prints of a photograph taken

(d) die beskikbaarstelling van toerusting vir die invul van aansoeke of vir die vervaardiging van sertifikate.

Uitreiking van sertifikate

5. (1) 'n Sertifikaat word deur die Raadslid ten behoeve van die KaNgwane-regering uitgereik.

(2) Indien dit om enige rede ondienstig, ondoenlik of onmoontlik blyk te wees om 'n sertifikaat uit te reik aan iemand wat beweer word 'n burger van KaNgwane te wees, kan die verantwoordelike beampte in stede van 'n sertifikaat, 'n dokument, wesentlik in die vorm soos uiteengesit in Deel C van die Eerste Bylae van hierdie regulasies, aan hom uitreik en kan hy hom versoek om hom op 'n toekomstige datum en op 'n plek aangedui, aan te meld sodat 'n sertifikaat, indien dit aan hom uitgereik is, aan hom oorhandig of gepos kan word, na gelang van die geval.

Aansoek om sertifikaat

6. (1) Behalwe waar die KaNgwane-regering anders bepaal, kan aansoek om 'n sertifikaat gedoen word—

(a) by 'n persoon deur die KaNgwane-regering benoem;

(b) in 'n stedelike gebied, by 'n verteenwoordiger benoem kragtens die bepalings van artikel 4 van die Wet op die Bevordering van Swart Selfbestuur, 1959 (Wet 46 van 1959);

(c) by 'n Kommissaris.

(2) Aansoek om 'n sertifikaat word gedoen op 'n vorm wat wesentlik dieselfde is as dié wat in die Eerste Bylae van hierdie regulasies uiteengesit word.

Foto's

7. (1) Elke aansoek om 'n sertifikaat moet vergesel gaan van twee identiese foto's van die applikant wat aan die volgende vereistes moet voldoen:

(a) Die buitenste afmetings moet sover doenlik as volg wees:

(i) Hoogte: 40 mm ($1\frac{1}{2}$ ");

(ii) breedte: 30 mm ($1\frac{1}{8}$ ").

(b) Slegs die kop en skouers van die applikant moet op die foto ingesluit wees en die kop in die finale afdruk moet nie kleiner as 22 mm ($\frac{7}{8}$ ") of groter as 25 mm (1") van die ken tot die bopunt van die hare wees nie.

(c) Geen silwerkorrel moet op die foto's sigbaar wees nie.

(d) Die gesig moet 'n herkenbare ewebeeld van die applikant wees. Vir dié doel moet die hele gesig en beide ore van die applikant sigbaar wees en moet dit 'n onlangse foto wees, geneem sonder 'n hoed of enige ander bedekking of tooisel van watter aard ookal. Ook moet dit sonder tydelike merke of kleur wees wat sy natuurlike voorkoms kan verbloem of uitkenning van die foto kan bemoeilik. Die foto mag ook nie deur gate, potlood- of inkleurmerke of op enige ander wyse geskend wees nie.

(2) Die verantwoordelike beampte kan die foto's wat verskaf is, verwerp indien dit na sy mening nie aan genoemde vereistes voldoen nie of indien hy dit in ander opsigte ongeskik ag en die applikant moet dan op eie koste ander geskikte foto's verskaf.

(3) As 'n foto geneem is deur 'n fotograaf wat in die diens van die KaNgwane-regering is of wat namens die KaNgwane-regering optree en wat 'n gebied besoek waar die dienste van professionele fotografe nie gereedlik beskikbaar is nie, is 'n bedrag van 50c betaalbaar vir twee afdrukke van 'n foto wat deur sodanige fotograaf

by such photographer, but should such prints be rejected by the responsible officer, the amount thus paid shall be repayable or another set of photographs shall, if possible, be taken.

(4) The Director may in his discretion grant approval for two identical photographs to be taken, the cost of which shall be borne by his Department, if he, on the recommendation of the responsible officer, is satisfied that—

(a) the person to whom the certificate is to be issued is indigent;

(b) that person has already supplied two identical photographs for the purpose of the certificate and that they have been lost or destroyed or damaged; or

(c) a photograph which has been taken by a photographer mentioned in subregulation (3) is no longer suitable for purposes of identification and that the holder thereof was unable to prevent the unsatisfactory condition thereof by reasonable means.

Death of holder of certificate

8. On the death of the holder of the certificate, the person who is in possession of the certificate shall immediately send it to the nearest Commissioner or to the Director.

Duplicate certificates and replacement certificates

9. (1) A person whose certificate has been lost or destroyed may apply for a duplicate of that certificate.

(2) A sum of R1, which does not include the cost of the photographs, for every duplicate certificate is payable by the person who applies therefor, but the Director may in his discretion grant exemption from the payment of this sum if he, as a result of the affidavit contained in the application or from other available information, is satisfied that the applicant for a duplicate certificate is indigent or that he could not by reasonable care have prevented the loss or destruction of the certificate.

(3) A person to whom a certificate which contains particulars that are incorrect has been issued may apply for a replacement certificate containing the correct particulars.

(4) A person who applies for a duplicate certificate or a replacement certificate shall *mutatis mutandis* follow the same procedure as is prescribed in these regulations for the issue of original certificates.

Unclaimed certificates

10. If the person who has applied for a certificate or a duplicate certificate fails or neglects to take possession of it within a period of six months after the certificate had been received at the office or at the place to which that person requested that it should be sent—

(a) the certificate may be disposed of in such manner as the Director may direct;

(b) the application shall be deemed to have lapsed; and

(c) the amount paid for the certificate and for any photograph which is attached to the certificate and which has been taken by a photographer mentioned in regulation 7 (3) shall be forfeited to the KaNgwane Government.

geneem is, maar indien sodanige afdrucke deur die verantwoordelike beampde verwerp word, is die bedrag aldus betaal, terugbetaalbaar of moet 'n ander stel foto's, indien moontlik, geneem word.

(4) Die Direkteur kan na goeë dunske goedkeuring verleen vir die neem van twee identiese foto's waarvan die koste deur sy Departement gedra word, indien hy op aanbeveling van die verantwoordelike beampde daarvan oortuig is dat—

(a) die persoon aan wie 'n sertifikaat uitgereik staan te word, behoeftig is;

(b) daardie persoon reeds twee identiese foto's vir doeleindes van die sertifikaat verskaf het en dat dié weggeraak het of vernietig of beskadig is; of

(c) 'n foto wat geneem is deur 'n fotograaf in sub-regulsie (3) genoem, nie meer vir identifikasiedoeleindes geskik is nie en dat die houer daarvan nie deur redelike voorsorg die swak toestand daarvan kon verhoed het nie.

Oorlyde van houer van sertifikaat

8. By die oorlyde van die houer van 'n sertifikaat moet die persoon wat in besit is van die sertifikaat, dit onverwyld deurstuur na die naaste Kommissaris of na die Direkteur.

Duplikaatsertifikaat en vervangingsertifikaat

9. (1) 'n Persoon wie se sertifikaat weggeraak het of vernietig is, kan aansoek doen om 'n duplikaat van daardie sertifikaat.

(2) Vir elke duplikaatsertifikaat is 'n bedrag van R1, wat nie die koste van die foto's insluit nie, betaalbaar deur die persoon wat daarom aansoek doen, maar die Direkteur kan na goeë dunske van die betaling van hierdie bedrag afsien as hy as gevolg van die beëdigde verklaring wat in die aansoek vervat is, of van ander beskikbare inligting, daarvan oortuig is dat die applikant om 'n duplikaatsertifikaat behoeftig is of dat hy nie deur redelike voorsorg die verlies of vernietiging van die sertifikaat kon verhoed het nie.

(3) 'n Persoon aan wie 'n sertifikaat uitgereik is waarin besonderhede voorkom wat foutief is, kan aansoek doen om 'n vervangingsertifikaat waarop die juiste besonderhede voorkom.

(4) 'n Persoon wat aansoek doen om 'n duplikaatsertifikaat of 'n vervangingsertifikaat, volg dieselfde prosedure *mutatis mutandis* as wat in hierdie regulasies voorgeskryf word vir die uitreiking van oorspronklike sertifikate.

Onopgeëiste sertifikaat

10. Indien die persoon wat om 'n sertifikaat of 'n duplikaat van 'n sertifikaat aansoek gedoen het, versuim of nalaat om dit in ontvangs te neem binne 'n tydperk van ses maande nadat die sertifikaat ontvang is in die kantoor of op die plek waarheen daardie persoon versoek het dat dit gestuur word—

(a) kan daar oor die sertifikaat beskik word op sodanige wyse as wat die Direkteur bepaal;

(b) word die aansoek geag te verval het; en

(c) word die bedrag wat betaal is vir die sertifikaat en vir enige foto wat aan die sertifikaat geheg is en wat geneem is deur 'n fotograaf genoem in regulasie 7 (3), aan die KaNgwane-regering verbeur.

Handing in of lost certificates

11. Any person who comes into possession of a certificate which has not been issued to him shall, except where the certificate has been handed to him for transmission to the person to whom it was originally issued, immediately deliver or send the certificate to the nearest police station or to the Commissioner or the Director with an indication of the circumstances under which he came into possession thereof.

Loss of citizenship

12. Where citizenship of KaNgwane is lost on any of the grounds mentioned in section 4 of the Act, the certificate shall be cancelled by the Director and a suitable entry made in the register of citizens.

Objections by citizen

13. (1) Any person whose application for a certificate has been refused may, within one month of being notified of such refusal, lodge an objection against such refusal with the Director.

(2) For the purposes of the objection in terms of sub-regulation (1) the Director may require that person to complete a form substantially the same as that set out in the Second Schedule to these regulations and he may obtain from that person such further information as he may deem necessary and he shall refer all this information to the Councillor who shall submit it to the Executive Council for consideration.

(3) The person who has lodged an objection against the refusal of his application shall as soon as possible be advised of the result of his objection.

Appeals to the Minister

14. (1) Any person mentioned in regulation 13 (2) may, within one month of the decision of the Executive Council in regard to his objection having been made known to him, appeal to the Minister against such decision. Such appeal shall be in the form of a written request to the Director that the original of the objection and of the documents which were furnished or evidence which was led in connection with the proceedings be submitted to the Minister.

(2) The Minister shall cause the person who has appealed and the Executive Council to be informed of the result of the appeal as soon as possible.

Surrender of certificates by persons who are on the point of leaving the Republic

15. Any police officer, passport control officer or officer in the service of the State or the KaNgwane Government who is satisfied that any person who is in possession of a certificate is on the point of leaving the Republic permanently may demand from such person that he surrenders to him any certificate which may have been issued to him and if such person should refuse or neglect to do so, such officer may confiscate such certificate, and shall dispose of it in such manner as the Director may determine.

Short title

16. These regulations shall, for all purposes, be called the KaNgwane Citizenship Regulations, 1978.

Inlewering van verlore sertifikaat

11. Iemand wat in besit kom van 'n sertifikaat wat nie aan hom uitgereik is nie, moet, behalwe waar die sertifikaat aan hom oorhandig is vir deursending aan die persoon aan wie dit oorspronklik uitgereik is, die sertifikaat onverwyld aan die Kommissaris of die Direkteur aflewer of stuur of by die naaste Polisiestasie aflewer of daaraan stuur met 'n aanduiding van die omstandighede waaronder hy in besit daarvan gekom het.

Verlies van burgerskap

12. Waar burgerskap verloor word vanweë die gronde vermeld in artikel 4 van die Wet, word die sertifikaat van daardie burgerskap deur die Direkteur gekanselleer en word paslike inskrywing in die register van burgers aangebring.

Besware deur burger

13. (1) Iemand wie se aansoek om 'n sertifikaat geweier is, kan, binne 'n maand nadat hy van sodanige weiering verwittig is, by die Direkteur beswaar teen sodanige weiering aanteken.

(2) Vir doeleindes van die beswaar ingevolge sub-regulasie (1) kan die Direkteur van daardie persoon vereis dat hy 'n vorm invul wesentlik soos uiteengesit in die Tweede Bylae van hierdie regulasies en kan hy sodanige verdere inligting van daardie persoon verkry as wat hy nodig ag en verwys hy hierdie inligting na die Raadslid, wat dit aan die Uitvoerende Raad voorlê vir oorweging.

(3) Die persoon wat beswaar aangeteken het teen die weiering van sy aansoek om 'n sertifikaat, moet so gou doenlik van die uitslag van sy beswaar verwittig word.

Appelle na Minister

14. (1) Iemand vermeld in regulasie 13 (2) kan binne een maand nadat die beslissing van die Uitvoerende Raad ten opsigte van sy beswaar aan hom bekendgemaak is, teen daardie beslissing na die Minister appelleer. So 'n appèl moet in die vorm wees van 'n skriftelike versoek aan die Direkteur om die oorspronklike van die beswaar en van die dokumente wat verstrekkend is of getuienis wat in verband met die verrigtinge gelei is, aan die Minister voor te lê.

(2) Die Minister laat die persoon wat appelleer en die Uitvoerende Raad so gou doenlik van die uitslag van die appèl verwittig.

Teruggawe van sertifikaat deur persone wat op die punt staan om die Republiek te verlaat

15. 'n Polisiebeampte, paspoortbeheerbeampte of beampte in diens van die Staat of die KaNgwane-regering wat daarvan oortuig is dat 'n persoon wat in besit van 'n sertifikaat is, op die punt staan om die Republiek permanent te verlaat, kan van daardie persoon vereis dat hy enige sertifikaat wat aan hom uitgereik is, aan hom teruggewee en indien sodanige persoon sou weier of nalaat om dit te doen, kan sodanige beampte op daardie sertifikaat beslag lê en beskik hy daarvoor op die wyse deur die Direkteur bepaal.

Kort titel

16. Hierdie regulasies heet vir alle doeleindes die KaNgwane-burgerskapregulasies, 1978.

FIRST SCHEDULE

PART A

APPLICATION FOR A *CERTIFICATE/DUPLICATE CERTIFICATE OF CITIZENSHIP

To the Director of Community Affairs
KaNgwane Government Service
Private Bag X1004
Louw's Creek
1302

1. I hereby apply for the issue to me of a *certificate/duplicate certificate of citizenship of KaNgwane.

2. In support of my application I state—

(a) that my full name is: Surname.....
Names.....;

(b) that I was born in the Republic of South Africa;

(c) that I am not a prohibited immigrant in the Republic of South Africa;

(d) *that no certificate of citizenship has been issued to me by the Government of any other Black state/that the attached certificate No.....
was issued to me by the Government of.....;

(e) that my identification number is.....;

(f) that I base my claim to citizenship on the following:

* (i) I was born in KaNgwane, namely at.....
on.....;

* (ii) I am domiciled in KaNgwane, namely resident at.....
from.....;

* (iii) I speak a language used by the population of KaNgwane, namely.....;

* (iv) I belong to a related language group which normally speaks a dialect of a language used by the population of KaNgwane, namely.....;

* (v) I am related to a member of the population of KaNgwane, namely.....;

* (vi) *I have associated myself with/I am as a result of my cultural background connected with a section of the population of KaNgwane, namely the.....
tribe under Chief.....

3. (In the case of an application for a duplicate certificate):

* (a) A Certificate of Citizenship No.....
was issued to me but it has been *lost/destroyed/stolen and I am furnishing details of such *loss, destruction or theft.....

* (b) The certificate which was issued to me and which I am handing in contains the following incorrect particulars and I should be glad to receive a certificate in replacement thereof but containing the correct particulars.....

4. I enclose two recent photographs of myself (head and shoulders only).

5. I request that the certificate *be posted to me/be made available to me at the following address.....

Place.....

Date..... Signature or mark of applicant

* Delete whichever is not applicable.

PART B

I am satisfied that the applicant is a citizen of KaNgwane.

Councillor for Community Affairs
(or representative)

PART C

I hereby certify that.....
has applied for a certificate of citizenship for KaNgwane.

He should present himself on or after.....
at..... * to receive the certificate, if issued/the certificate will, if issued, be posted to him. (If a certificate is not issued the person who has applied therefor will be notified of such decision and

EERSTE BYLAE

DEEL A

AANSOEK OM *SERTIFIKAAT/DUPLIKAATSERTIFIKAAT VAN BURGERSKAP

Aan die Direkteur van
Gemeenskapsake
KaNgwane-Regeringsdiens
Privaatsak X1004
Louw's Creek
1302

1. Ek doen hierby aansoek om die uitreiking aan my van 'n *sertifikaat/duplikaatsertifikaat van burgerskap van KaNgwane.

2. Ter stawing van my aansoek, meld ek—

(a) dat my volle name soos volg is: Van.....
Name.....;

(b) dat ek in die Republiek van Suid-Afrika gebore is;

(c) dat ek nie 'n verbode immigrant in die Republiek van Suid-Afrika is nie;

(d) *dat geen sertifikaat van burgerskap deur die owerheid van 'n ander Swart staat aan my uitgereik is nie/dat die aangehegte sertifikaat No.....

deur die Regering van.....
aan my uitgereik is;

(e) dat my identifikasienommer.....

is; (f) dat ek my eis om burgerskap op die volgende baseer:

* (i) ek is in KaNgwane gebore, te wete te.....;

* (ii) ek is in KaNgwane gedomisileer, te wete, verblyf te.....
vanaf.....;

* (iii) ek praat 'n taal wat deur die bevolking van KaNgwane gebesig word, te wete.....;

* (iv) ek behoort tot 'n aanverwante taalgroep wat normaalweg 'n dialek van 'n taal besig wat deur die bevolking van KaNgwane gebesig word, te wete.....;

* (v) ek is verwant aan 'n lid van die bevolking van KaNgwane, te wete.....;

* (vi) *ek het myself vereenselwig met/ek is deur my kulturele agtergrond verbonde aan 'n deel van die bevolking van KaNgwane, te wete, die.....
-stam onder Kaptein.....

3. (In die geval van 'n aansoek om 'n duplikaatsertifikaat):

* (a) 'n Sertifikaat van Burgerskap No.....
is aan my uitgereik maar *dit het verlore geraak/is vernietig/is gesteel en ek gee besonderhede van sodanige *verlies, vernietiging of diefstal.....

* (b) Die sertifikaat wat aan my uitgereik is en wat ek inlewer, bevat die volgende foutiewe besonderhede en ek sal bly wees om 'n sertifikaat ter vervanging daarvan te kry maar met die juiste besonderhede daarop.....

4. Ek sluit twee onlangse foto's van myself (slegs kop en skouers) in.

5. Ek versoek dat die sertifikaat *aan my gepos/beskikbaar gestel word by die volgende adres.....

Plek.....

Handtekening of merk van
applikant

Datum.....

* Skrap wat nie van toepassing is nie.

DEEL B

Ek is oortuig dat applikant 'n burger van KaNgwane is.

Raadslid vir Gemeenskapsake
(of verteenwoordiger)

DEEL C

Hierby word gesertifiseer dat.....
aansoek gedoen het om 'n sertifikaat van burgerskap van KaNgwane.

Hy moet hom op of na..... te.....
aanmeld om die sertifikaat, indien uitgereik, *af te haal/die sertifikaat sal, indien uitgereik, aan hom gepos word. (Indien 'n sertifikaat nie uitgereik word nie, sal die persoon wat daarom aansoek

the period of validity of this document will terminate on the date of notification thereof.)

Date stamp

Signature of officer who received
the application

* Delete whichever is not applicable.

SECOND SCHEDULE

OBJECTION TO REFUSAL OF CITIZENSHIP CERTIFICATE

PART A

To the Director of Community Affairs
KaNgwane Government Service
Private Bag X1004
Louw's Creek
1302

In view of the fact that my application for a certificate of citizenship of KaNgwane has been refused, I hereby lodge an objection to such refusal and assert that I am, indeed, a citizen of KaNgwane and that I am entitled to a certificate of citizenship.

I base my claim to such citizenship on the following grounds

In support of my claim I *enclose the following documents/
submit the following additional information.

Place

Signature or mark of applicant

Date

PART B

DECISION OF THE EXECUTIVE COUNCIL

After having heard the objection of the applicant and after having examined the attached documents, the Executive Council is satisfied that the applicant *is/is not a citizen of KaNgwane.

Remarks

Place

Director of Community Affairs

Date

* Delete whichever is not applicable.

DEPARTMENT OF POLICE

No. R. 2407 8 December 1978

ARMS AND AMMUNITION ACT, 1969

I, James Thomas Kruger, Minister of Police, under the powers vested in me by section 1 (2) of the Arms and Ammunition Act, 1969 (Act 75 of 1969), hereby amend paragraph (a) of the definition of "arm" by adding the following:

"(iv) a gas rifle or an air rifle of .177 of an inch or larger calibre."

J. T. KRUGER, Minister of Police.

No. R. 2408 8 December 1978

ARMS AND AMMUNITION ACT, 1969

I, James Thomas Kruger, Minister of Police under the powers vested in me by section 10A of the Arms and Ammunition Act, 1969 (Act 75 of 1969), hereby provide that if any person who is in possession of any gas rifle or an air rifle of .177 of an inch or larger calibre contrary to the provisions of section 2, surrenders such arm at any police station within two years as of the date of publication of this notice the provisions of section 4 (4), (5) and (7) shall *mutatis mutandis* apply to him and to him and to such arm.

J. T. KRUGER, Minister of Police.

gedoen het van sodanige beslissing in kennis gestel word en verval die geldigheidsduur van hierdie dokument op die datum van bekendmaking daarvan.)

Datumstempel

Handtekening van beampte wat
aansoek ontvang

* Skrap wat nie van toepassing is nie.

TWEEDE BYLAE

BESWAAR TEEN WEIERING VAN BURGERSKAPSERTIFIKAAT

DEEL A

Aan die Direkteur van Gemeenskapsake
KaNgwane-Regeringsdiens
Privaatsak X1004
Louw's Creek
1302

Aangesien my aansoek om 'n sertifikaat van burgerskap van KaNgwane geweier is, teken ek hierby beswaar teen sodanige weiering aan en beweer ek dat ek wel 'n burger is van KaNgwane en dat ek geregtig is op 'n sertifikaat van burgerskap.

Ek grond my aanspraak op sodanige burgerskap op die volgende feite

Ter staving van my aanspraak *sluit ek die volgende dokumente in/verstrek ek die volgende bykomende inligting

Plek

Handtekening of merk van
applikant

Datum

DEEL B

BESLISSING VAN DIE UITVOERENDE RAAD

Nadat die beswaar van die applikant aangehoor is en nadat die aangehegte dokumente bestudeer is, is die Uitvoerende Raad oortuig dat die applikant *'n burger van KaNgwane is/nie 'n burger van KaNgwane is nie.

Opmerkings

Plek

Direkteur van Gemeenskapsake

Datum

* Skrap wat nie van toepassing is nie.

DEPARTEMENT VAN POLISIE

No. R. 2407 8 Desember 1978

WET OP WAPENS EN AMMUNISIE, 1969

Ek, James Thomas Kruger, Minister van Polisie, kragtens die bevoegdheid my verleen by artikel 1 (2) van die Wet op Wapens en Ammunisie, 1969 (Wet 75 van 1969), wysig hierby paragraaf (a) van die omskrywing van "wapen" deur die volgende daarby te voeg:

"(iv) 'n gasgeweer of 'n windgeweer van .177 van 'n duim of groter kaliber."

J. T. KRUGER, Minister van Polisie.

No. R. 2408 8 Desember 1978

WET OP WAPENS EN AMMUNISIE, 1969

Ek, James Thomas Kruger, Minister van Polisie, kragtens die bevoegdheid aan my verleen by artikel 10A van die Wet op Wapens en Ammunisie, 1969 (Wet 75 van 1969), bepaal hierby dat indien iemand wat in besit is van 'n gasgeweer of 'n windgeweer van .177 van 'n duim of groter kaliber in stryd met die bepalings van artikel 2, daardie wapen by 'n polisiestasie, binne 'n tydperk van twee jaar vanaf publikasie van hierdie kennisgewing, inhandig wie bepalings van artikel 4 (4), (5) en (7) *mutatis mutandis* op hom en daardie wapen van toepassing is.

J. T. KRUGER, Minister van Polisie.

**DEPARTMENT OF RAILWAYS AND
HARBOURS**

No. R. 2429

8 December 1978

Under the powers vested in me by section 4 (3) of the Railways and Harbours Pensions Act, 1971 (Act 35 of 1971), I, Stefanus Louwrens Muller, Minister of Transport, do hereby, after consultation with the Railways and Harbours Board, approve of the Pension Regulations, published in Government Notice R. 859 of 28 May 1971, as amended, being further amended as follows:

REGULATION 20

Substitute the following for paragraph (5):

(5) If a member retires from the Service on account of having attained the normal retiring age, abolition of post, retrenchment or reorganisation of staff or as a result of severe bodily injury, permanent ill-health or physical disability not due to his own default, after such election form was furnished to him but before he has exercised the election referred to in paragraph (1) he shall be deemed to have elected to antedate his pensionable service provided the portion by which the cash amount is enhanced consequent upon such an election is more than the liability in respect of the period of antedating: Provided that the outstanding debt shall be recovered from the cash amount payable.

REGULATION 44

Substitute the following for paragraphs (1) and (2):

(1) The payment provided for in regulations 42 and 43 shall only be made when the member or annuitant leaves—

- (a) a widow or widower; or
- (b) minor children or stepchildren, or dependent adult children or stepchildren.

In all cases payments shall be made to the persons aforesaid or, in the discretion of the Administration, to some person on their behalf.

(2) Payments shall be made in the following order of preference unless that order of preference be varied by the member or annuitant by written notice in his lifetime to the Chief Accountant, namely—

- (a) to the widow or, in the case of a deceased female member if it has been in writing so directed by her during her lifetime, to the widower; or
- (b) to the children and stepchildren, in equal shares.

**DEPARTEMENT VAN SPOORWEE EN
HAWENS**

No. R. 2429

8 Desember 1978

Ingevolge die bevoegdheid wat aan my verleen is by artikel 4 (3) van die Spoorweg- en Hawepensioenwet, 1971 (Wet 35 van 1971), verleen ek, Stefanus Louwrens Muller, Minister van Vervoer, na raadpleging met die Spoorweg- en Haweraad, goedkeuring daaraan dat die Pensioenregulasies, gepubliseer in Goewermmentskennisgewing R. 859 van 28 Mei 1971, soos gewysig, soos volg verder gewysig word:

REGULASIE 20

Vervang paragraaf (5) deur die volgende:

(5) Indien 'n lid uit die Diens tree weens bereiking van die normale uitdienstreeouderdom, afskaffing van amp, vermindering in of reorganisasie van personeel of ten gevolge van ernstige liggaamlike letsels, blywende slegte gesondheid of liggaamlike ongeskiktheid wat nie aan sy eie toedoen te wyte is nie, nadat sodanige keusevorm aan hom verstrekt is, maar voordat hy die keuse gemeld in paragraaf (1) uitgeoefen het, word hy geag te gekies het om sy pensioengewende diens terug te dateer mits die gedeelte waarmee die kontantbedrag verhoog word voortspruitend uit so 'n keuse meer is as die skuld las ten opsigte van die tydperk van terugdatering: Met dien verstande dat die uitstaande skuld las verhaal word van die kontantbedrag wat betaalbaar is.

REGULASIE 44

Vervang paragrafe (1) en (2) deur die volgende:

(1) Die betaling waarvoor in regulasies 42 en 43 voorsiening gemaak word, geskied slegs wanneer die lid of jaargeldtrekker een of ander van ondervermelde verwante nalaat—

- (a) 'n weduwee of wewenaar; of
- (b) minderjarige kinders of stiefkinders, of afhanklike meerderjarige kinders of stiefkinders.

Betaling geskied in alle gevalle aan die voormelde persone of, na goeddunke van die Administrasie, aan iemand anders ten behoeve van hulle.

(2) Betalings geskied in die volgende orde van voorrang, tensy daardie orde van voorrang deur die lid of jaargeldtrekker gedurende sy leeftyd verander word deur skriftelike kennisgewing aan die Hoofrekenmeester, naamlik—

- (a) aan die weduwee, of in die geval van 'n oorlede vroulike lid indien sy gedurende haar leeftyd skriftelik aldus gelas het, aan die wewenaar; of
- (b) aan die kinders en stiefkinders, in gelyke dele.

Buy National Savings Certificates

Koop Nasionale Spaarsertifikate

BOTHALIA

Bothalia is a medium for the publication of botanical papers dealing with the flora and vegetation of Southern Africa. One or two parts of the journal are published annually.

The following parts are available:

Vol. 3 Part 1 out of print 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Part 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Part 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Part 1 1966 R3 2 1967 R3 3 and 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Part 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Part 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Part 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Part 1 and 2 1973 R6 3 1974 R3 4 1975 R3
	Vol. 12 Part 1 1976 R5 2 1977 R5 3 1978 R7,50

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany all inland orders.

BOTHALIA

Bothalia is 'n medium vir die publikasie van plantkundige artikels oor die flora en plantegroei van Suidelike Afrika. Een of twee dele van die tydskrif word jaarliks gepubliseer.

Die volgende dele is beskikbaar:

Vol. 3 Deel 1 uit druk 2 1937 75c 3 1938 75c 4 1939 75c	Vol. 8 Deel 1 1962 R3 2 1964 R3 3 1965 R3 4 1965 R3
Vol. 4 Deel 1 1941 75c 2 1942 75c 3 1948 75c 4 1948 75c	Supplement Vol. 9 Deel 1 1966 R3 2 1967 R3 3 en 4 1969 R6
Vol. 5 1950 R3	
Vol. 6 Deel 1 1951 R1,50 2 1954 R2,50 3 1956 R2 4 1957 R2	Vol. 10 Deel 1 1969 R3 2 1971 R3 3 1971 R3 4 1972 R3
Vol. 7 Deel 1 1958 R2 2 1960 R3 3 1961 R3 4 1962 R3	Vol. 11 Deel 1 en 2 1973 R6 3 1974 R3 4 1975 R3
	Vol. 12 Deel 1 1976 R5 2 1977 R5 3 1978 R7,50

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by alle binnelandse bestellings ingesluit word.

AGROCHEMOPHYSICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Biochemistry, Biometry, Soil Science, Agricultural Engineering, Agricultural Meteorology and Analysis Techniques. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROCHEMOPHYSICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Biochemie, Biometrika, Grondkunde, Landbou-ingenieurswese, Landbouweerkunde en Ontledingstegnieke. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienselike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

THE FLOWERING PLANTS OF AFRICA

This publication is issued as an illustrated serial, much on the same lines as Curtis's Botanical Magazine, and for imitating which no apology need be tendered.

The desire and object of the promoters of the publication will be achieved if it stimulates further interest in the study and cultivation of our indigenous plants.

The illustrations are prepared mainly by the artists at the Botanical Research Institute, but the Editor welcomes contributions of suitable artistic and scientific merit from kindred institutions.

Each part contains 10 plates and costs R5 per part (other countries R5,25 per part). Two, three or four parts may be published annually, depending on the availability of illustrations. A volume consists of four parts. From Volume 27, the price per volume is: Cloth binding, R30; morocco binding, R35 (other countries, cloth binding R31; morocco binding R36).

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

DIE BLOMPLANTE VAN AFRIKA

Hierdie publikasie word uitgegee as 'n geïllustreerde reeks, baie na die aard van Curtis se "Botanical Magazine". Die doel van die werk is om die skoonheid en variasie van vorm van die flora van Afrika aan die leser bekend te stel, om belangstelling in die studie en kweek van die inheemse plante op te wek, en om plantkunde in die algemeen te bevorder.

Die meeste van die illustrasies word deur kunstenaars van die Navorsingsinstituut vir Plantkunde gemaak, dog die redakteur verwelkom geskikte bydraes van 'n wetenskaplike en kunsstandaard afkomstig van verwante inrigtings.

Onder huidige omstandighede word twee dele van die werk gelyktydig gepubliseer, maar met onreëlmatige tussenpose; elke deel bevat tien kleurplate. Intekengeld bedra R5 per deel (buitelands R5,25 per deel): Vier dele per band. Vanaf band 27 is die prys per band in linne gebind R30; in moroccoleer gebind R35. (Buitelands, linne gebind R31; moroccoleer R36).

Verkrygbaar van die Direkteur, Afdeling Landbouinligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

PHYTOPHYLACTICA

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11 1958-1968 and deals with Entomology, Zoological Plant Pests, Nematology, Plant Pathology, Microbiology, Mycology, Taxonomic Studies, Biology and Control. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

PHYTOPHYLACTICA

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Entomologie, Dierkundige Plantplae, Nematologie, Plantpatologie, Mikrobiologie, Mikologie, Taksonomiese Studies, Biologie en Beheer. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

FLORA OF SOUTHERN AFRICA

A taxonomic treatment of the flora of the Republic of South Africa, Lesotho, Swaziland and South West Africa. To be completed in 33 volumes, not in numerical sequence.

Now available:

Vol. 26 (1963): Price R4,60. Other countries R5,75, post free.

Vol. 1 (1966): Price R1,75. Other countries R2,20, post free.

Vol. 13 (1970): Price R10. Other countries R12, post free.

Vol. 16 Part 1 (1975): Price R13,50. Other countries R16,75, post free.

Part 2 (1977): Price R16. Other countries R20, post free.

Vol. 22 (1976): Price R8,60. Other countries R10,75, post free.

Vol. 9 (1978): Price R4,25. Other countries R5,30, post free.

Obtainable from the Director, Division of Agricultural Information, Private Bag X144, Pretoria.

Sales tax must accompany inland orders.

FLORA VAN SUIDELIKE AFRIKA

'n Taksonomiese behandeling van die flora van die Republiek van Suid-Afrika, Lesotho, Swaziland en Suidwes-Afrika. Sal bestaan uit 33 volumes, nie in numeriese volgorde nie.

Reeds beskikbaar:

Vol. 26 (1963): Prys R4,60. Buitelands R5,75, posvry.

Vol. 1 (1966): Prys R1,75. Buitelands R2,20, posvry.

Vol. 13 (1970): Prys R10. Buitelands R12, posvry.

Vol. 16 Deel 1 (1975): Prys R13,50. Buitelands R16,75, posvry.

Deel 2 (1977): Prys R16. Buitelands R20, posvry.

Vol. 22 (1976): Prys R8,60. Buitelands R10,75, posvry.

Vol. 9 (1978): Prys R4,25. Buitelands R5,30, posvry.

Verkrygbaar van die Direkteur, Afdeling Landbou-inligting, Privaatsak X144, Pretoria.

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

AGROPLANTAE

This publication is a continuation of the South African Journal of Agricultural Science Vol. 1 to 11, 1958-1968 and deals with Agronomy, Ecology, Agrostology, Genetics, Agricultural Botany, Landscape Management, Herbicides, Plant Physiology, Plant Production and Technology, Pomology, Horticulture, Pasture Science and Viticulture. Four parts of the journal are published annually.

Contributions of scientific merit on agricultural research are invited for publication in this journal. Directions for the preparation of such contributions are obtainable from the Director, Agricultural Information, Private Bag X144, Pretoria, to whom all communications in connection with the journal should be addressed.

The journal is obtainable from the above-mentioned address at R1,50 per copy or R6 per annum, post free (Other countries R1,75 per copy or R7 per annum).

Sales tax must accompany inland orders.

AGROPLANTAE

Hierdie publikasie is 'n voortsetting van die Suid-Afrikaanse Tydskrif vir Landbouwetenskap Jaargang 1 tot 11, 1958-1968 en bevat artikels oor Akkerbou, Ekologie, Graskunde, Genetika, Landbouplantkunde, Landskapbestuur, Onkruidmiddels, Plantfisiologie, Plantproduksie en -tegnologie, Pomologie, Tuinbou, Weiding en Wynbou. Vier dele van die tydskrif word per jaar gepubliseer.

Verdienstelike landboukundige bydraes van oorspronklike wetenskaplike navorsing word vir plasing in hierdie tydskrif verwelkom. Voorskrifte vir die opstel van sulke bydraes is verkrygbaar van die Direkteur, Landbou-inligting, Privaatsak X144, Pretoria, aan wie ook alle navrae in verband met die tydskrif gerig moet word.

Die tydskrif is verkrygbaar van bogenoemde adres teen R1,50 per eksemplaar of R6 per jaar, posvry (Buitelands R1,75 per eksemplaar of R7 per jaar).

Verkoopbelasting moet by binnelandse bestellings ingesluit word.

CONTENTS

No.		Page No.	Gazette No.
PROCLAMATIONS			
R. 324	Black States Constitution Act (21/1971): Provisions regarding the application and repeal of certain laws in respect of the District of Soshanguve in the Province of the Transvaal.....	1	6239
R. 325	do.: Provisions regarding the application and repeal of laws in respect of Area 1 of the District of Sekgose in the Province of the Transvaal.....	2	6239
R. 330	South West Africa Constitution Act (39/1968): Administration of Walvis Bay: Amendment of Proclamation (R. 202/1977).....	3	6239
GOVERNMENT NOTICES			
Agricultural Economics and Marketing, Department of Government Notice			
R. 2439	Marketing Act (59/1968): Deciduous Fruit Scheme: Control of the introduction of deciduous fruit into certain areas.....	4	6239
Customs and Excise, Department of Government Notices			
R. 2411	Customs and Excise Act (91/1964): Amendment of Schedule 1 (No. 1/1/594).....	7	6239
R. 2412	do.: Amendment of Schedule 1 (No. 1/1/595).....	5	6239
R. 2413	do.: Amendment of Schedule 1 (No. 1/1/596).....	9	6239
R. 2414	do.: Amendment of Schedule 3 (No. 3/571).....	6	6239
R. 2415	do.: Amendment of Schedule 3 (No. 3/572).....	10	6239
R. 2416	do.: Amendment of Schedule 4 (No. 4/234).....	10	6239
R. 2417	do.: Amendment of Schedule 5 (No. 5/85).....	11	6239
Defence, Department of Government Notice			
R. 2443	Defence Act (44/1957): Regulations regarding commandeering for the South African Defence Force.....	12	6239
Health, Department of Government Notice			
R. 2410	Correction notice.....	24	6239
Industries, Department of Government Notices			
R. 2430	Standards Act (33/1962): Regulations to provide for the collection of levy to cover the costs involved in the enforcement of compulsory standard specifications: Amendment.....	25	6239
R. 2431	do.: Amendment of compulsory standard specification for fire-arms for civil use.....	27	6239
Labour, Department of Government Notices			
R. 2406	Industrial Conciliation Act (28/1956): Clothing Industry (Cape): Training Fund Agreement.....	28	6239
R. 2432	Industrial Conciliation Act (28/1956): Clothing Industry (Cape): Agreement for Knitting Division.....	29	6239
R. 2433	do.: do.: Extension of period of Provident Fund Agreement.....	30	6239
R. 2434	do.: do.: Extension of period of Main Agreement.....	30	6239
R. 2435	do.: do.: Renewal of George Agreement..	30	6239
R. 2449	Industrial Conciliation Act (28/1956): Printing and Newspaper Industry: Amendment of Main Agreement.....	30	6239
R. 2450	do.: do.: Amendment of Pension Fund Agreement.....	32	6239
R. 2451	do.: do.: Amendment of General Benefit Funds Agreement.....	33	6239
R. 2452	do.: do.: Amendment of Labourer's Benefit Fund Agreement.....	39	6239
R. 2453	do.: Mechanician Occupation (R.S.A.): Amendment of Medical Fund Agreement..	40	6239
R. 2454	do.: do.: Extension of Main Agreement..	42	6239
R. 2455	do.: do.: Amendment of Main Agreement	42	6239

INHOUD

No.		Bladsy No.	Staats- koerant No.
PROKLAMASIES			
R. 324	Grondwet van die Swart State (21/1971): Bepalings betreffende die toepassing en herroeping van sekere wette ten opsigte van die distrik Soshanguve in die provinsie Transvaal.....	1	6239
R. 325	do.: Bepalings betreffende die toepassing en herroeping van wette ten opsigte van Gebied 1 van die distrik Sekgose in die provinsie Transvaal.....	2	6239
R. 330	Wet op die Konstitusie van Suidwes-Afrika (39/1968): Administrasie van Walvisbaai: Wysiging van Proklamasie (R. 202/1977).....	3	6239
GOEWERMENSKENNISGEWINGS			
Arbeid, Departement van Goewermenskennisgewings			
R. 2406	Wet op Nywerheidsversoening (28/1956): Klerasiennywerheid (Kaap): Opleidingsfondsooreenkoms.....	28	6239
R. 2432	Wet op Nywerheidsversoening (28/1956): Klerasiennywerheid (Kaap): Ooreenkoms vir Brei-afdeling.....	29	6239
R. 2433	do.: do.: Verlenging van geldigheidsduur van Voorsorgfondsooreenkoms.....	30	6239
R. 2434	do.: do.: Verlenging van geldigheidsduur van Hoofdooreenkoms.....	30	6239
R. 2435	do.: do.: Hernuwing van George Ooreenkoms.....	30	6239
R. 2449	Wet op Nywerheidsversoening (28/1956): Druk- en Nuusbladnywerheid: Wysiging van Hoofdooreenkoms.....	30	6239
R. 2450	do.: do.: Wysiging van Pensioenfondsooreenkoms.....	32	6239
R. 2451	do.: do.: Wysiging van Algemene Bystandsfondsooreenkoms.....	33	6239
R. 2452	do.: do.: Wysiging van Arbeidershulpfondsooreenkoms.....	39	6239
R. 2453	do.: Beroep van Werktuigkundige (R.S.A.): Wysiging van Mediesefondsooreenkoms..	40	6239
R. 2454	do.: do.: Verlenging van Hoofdooreenkoms	42	6239
R. 2455	do.: do.: Wysiging van Hoofdooreenkoms..	42	6239
Doeane en Aksyns, Departement van Goewermenskennisgewings			
R. 2411	Doeane- en Aksynswet (91/1964): Wysiging van Bylae 1 (No. 1/1/594).....	7	6239
R. 2412	do.: Wysiging van Bylae 1 (No. 1/1/595)..	5	6239
R. 2413	do.: Wysiging van Bylae 1 (No. 1/1/596)..	9	6239
R. 2414	do.: Wysiging van Bylae 3 (No. 3/571)....	6	6239
R. 2415	do.: Wysiging van Bylae 3 (No. 3/572)....	10	6239
R. 2416	do.: Wysiging van Bylae 4 (No. 4/234)....	10	6239
R. 2417	do.: Wysiging van Bylae 5 (No. 5/85).....	11	6239
Gesondheid, Departement van Goewermenskennisgewing			
R. 2410	Verbeteringskennisgewing.....	24	6239
Landbou-ekonomie en -bemarking, Departement van Goewermenskennisgewing			
R. 2439	Bemarkingswet (59/1968): Sagtevrugteskema: Beheer oor die inbring van sagtevrugte in sekere gebiede.....	4	6239
Nywerheidswese, Departement van Goewermenskennisgewings			
R. 2430	Wet op Standaarde (33/1962): Regulasies om voorsiening te maak vir die invordering van heffing om koste verbonde aan die toepassing van verpligte standaardspesifikasies te dek: Wysiging.....	25	6239
R. 2431	do.: Wysiging van verpligte standaardspesifikasie vir vuurwapens vir burgerlike gebruik.....	27	6239
Plurale Betrekkinge en Ontwikkeling, Departement van Goewermenskennisgewing			
R. 2409	Wet op Burgerskap van Swart State (26/1970): KaNgwane: Burgerskapregulasies..	44	6239

No.		Page No.	Gazette No.	No.		Bladsy No.	Staats- koerant No.
Plural Relations and Development, Department of				Polisie, Departement van			
<i>Government Notice</i>				<i>Goewermentskennisgewings</i>			
R. 2409	Black States Citizenship Act (26/1970): KaNgwane: Citizenship Regulations.....	44	6239	R. 2407	Wet op Wapens en Ammunisie (75/1969): Wysiging.....	50	6239
Police, Department of				R. 2408	do.: Kennisgewing ingevolge artikel 10 (A)	50	6239
<i>Government Notices</i>				Spoorweë en Hawens, Departement van			
R. 2407	Arms and Ammunition Act (75/1969): Amendment.....	50	6239	<i>Goewermentskennisgewing</i>			
R. 2408	do.: Notice in terms of section 10 (A).....	50	6239	R. 2429	Spoorweg en Hawepensioenwet (35/1971): Regulasies: Wysiging.....	51	6239
Railways and Harbours, Department of				Verdediging, Departement van			
<i>Government Notice</i>				<i>Goewermentskennisgewing</i>			
R. 2429	Railways and Harbours Pensions Act (35/1971): Regulations: Amendment.....	51	6239	R. 2443	Verdedigingswet (44/1957): Regulasies in verband met kommandering vir die Suid- Afrikaanse Weermag.....	12	6239