be fair. He was within his rights in reserving the objections for production in Court, and, as they are both fatal, the application must be dismissed with costs.

[By consent the applicant was given leave to make the applications the following week as far as possible on the same papers, without prejudice to the right of the respondent to tender within the next three days.]

Applicant's Attorney: *A. B. van Os*; Respondent's Attorney: *P. Morris.*

[P. M.]

DAVIS v. CAPE TIMES LTD.

1915. *October* 1, 5, 11. MASON, J.

Lottery.—Law 7 of 1890, *sec.* 6.—*Purchase of newspaper as "subscription."*

In order to constitute a scheme a lottery within the meaning of Law 7 of 1890, sec. 6, it is not necessary that the subscription referred to in the section should have any value of any kind whatever, or that such subscription should go towards the prize-fund of the scheme.

Even apart from the definition in sec. 6 of Law 7 of 1890, a scheme is a lottery if, although it requires no actual contribution from the participants, it is calculated to induce them to purchase copies of a particular newspaper for the purpose of ascertaining the results.

Willis v. *Young & Stembridge* (1907, 1 K.B. 448) followed.

Action to recover £21,424 as damages for breach of contract. The facts appear from the judgment.

R. Feetham (with him *R. Norman*), for defendant: We ask for absolution. The agreement which has been set up by the plaintiff is illegal and he cannot recover under it. The scheme is a lottery within the meaning of Law 7 of 1890. See section 6. It is immaterial whether the "subscription" is a thing of value or not. It is part of the scheme to get people to buy the paper, and there are English decisions to the effect that an inducement to buy a paper is sufficient to constitute a scheme a lottery. See *Willis* v. *Young & Stembridge* (1907, 1 K.B. 448); *Taylor* v. *Smetten* (1883, 11 Q.B.D. 207); *Hall* v. *McWilliam* (85 L.T. 239); *Bartlett* v. *Parker and Others* (1912, 2 K.B. 497). The following

South African decisions are in point: *Rex* v. *Cranston* (1913, T.P.D. 514, and 1913, A.D. 528); *R.* v. *Morrison* (1914, T.P.D. 329); *Affhauser* v. *McLeod* (1909, T.S. 827); *R.* v. *Clapp* (1902, T.S. 106); *Ming Soo and Others* v. *Rex* (1906, T.S. 2).

J. Stratford, K.C. (with him *H. H. Morris*), for plaintiff: The scheme does not constitute a lottery. A subscription of some value is essential. A worthless piece of paper does not come within the definition of subscription in section 6 of Law 7 of 1890. Subscription means subscription towards a fund. A thing which has no money value is not necessarily worthless. In a lottery there must be the element of gaming, *i.e.*, loss on one side or the other; and that is the mischief aimed at by the statute. The English cases are not in point, as they are interpretations of English statutes which do not define the word lottery. Here the prizes offered are quite independent of the increased circulation of the paper.

Morris (on the same side): A lottery on a horse-race does not fall within the definition in Law 7 of 1890. The result of a horse-race does not depend on chance, but on such factors as the skill of the rider and the fitness of the horse. Again, Act 37 of 1909 repeals Proc. 33 of 1901, and section 10 of Act 37 of 1909, does not declare lotteries illegal. It follows that lotteries on horse-races are legal.

Feetham replied.

Cur. adv. vult.

Postea (October 11th).

MASON, J.: The plaintiff claims £21,424 damages by reason of the breach of a contract by which the defendant company, the owner of the "Transvaal Leader," agreed to place at the disposal of the plaintiff for five years a page of that newspaper for advertising purposes. Of this page 32 inches were to be placed at the disposal of the plaintiff free of charge for the advertisement of a certain scheme for the distribution of money prizes to the public. The balance of the page he could use at the rate of 9d. per inch for all advertisements procured by him. At the close of the plaintiff's case the defendant applied for absolution from the instance upon the grounds that the proposed scheme was in contravention of Law 7 of 1890, and that, therefore, the whole contract was illegal. If this contention is correct, the plaintiff admittedly fails.

Two schemes were referred to in the plaintiff's evidence, the last of which he says was adopted, and with which alone it is, there-

fore, necessary to deal. He advertised the distribution of £40 weekly in various prizes, by means of a free sweepstake on the Auckland Park races on Saturday. Each competitor (as those desiring to participate were called) had to sign and send in a specified written form, addressed to the South African Toilet Requisite Company, containing his name and address and the date, and requesting to be registered for one free chance in the sweepstake. No charge was made, and everyone was entitled to send in as many applications as he chose, provided each was made separately. These applications or coupons were registered, and on every Friday night placed in a barrel; a drawing then decided the coupons applicable to various horses. The results of the drawing were to be made known in the "Leader" every Saturday morning. The result of the race then determined the winning horses and therefore the winning coupons. Competitors could obtain their registered numbers by enclosing a stamped, addressed envelope when sending in their coupons. So far as the plaintiff was concerned, he hoped that his weekly expenditure of £40 in prizes would be recouped by an enormous advertisement of his business to the competitors, and by his sale of advertising space in the remainder of the page at a profit of 2s. 3d. an inch. So far as the defendant company was concerned, it appears that the prices paid for this page would not fully recoup the cost of production, but they expected an increased circulation, and a greater popularity amongst advertisers, due to the increased circulation, and perhaps to the attractiveness of the competition. So far as the competitors and the parties were concerned the prizes were determined absolutely by chance.

Is this scheme a lottery under Law 7 of 1890? Sec. 6 defines a lottery. The definition consists of two parts. There has been some controversy as to whether the second part of the definition is independent of or merely exemplicatory of the first part, see *Rex* v. *Clapp* (1902, T.S. 106); *Ming Soo and Others* v. *Rex* (1906, T.S. 2); *Affhauser* v. *McLeod* (1909, T.S. 827); *Morrison* v. *Rex* (1914, T.P. 329); *Cranston* v. *Rex* (1914, A.D., p. 238); but in the view which I take of the law, it is not necessary to express an opinion on this view, assuming it to be open for discussion. There can, to my mind, be no question that in spite of another argument, to which reference will be made later on, the second part of the definition clearly comprises the present scheme. Is the scheme also a lottery in the general and accepted meaning of the word in which subscription takes place? It is clearly a lottery according to the ordinary

meaning of the word, but does subscription take place? The law defines "subscribe" as paying or delivering to any person whomsoever any money or any article or thing, whether of any money value or not, for, and in consideration of, and with the object of obtaining any right to participate in the lottery. Now the application or coupon was to be delivered to the South African Toilet Requisite Company for and in consideration of and with the object of participating in the lottery, and such an application form is an article or thing, probably of no money value in itself to the Toilet Requisite Company. It is contended, however, that the words "whether such article or thing has any money value or not" imply that it must have some value of some kind. There are, of course, things of value in one sense of the word, though of no money value in the commercial and proper sense of the word, such as the natural affections or the beauties of nature, but it seems little likely that the Legislature intended any such refinements of meaning. Every article, matter or thing either has a money value or it has not. The definition, therefore, seems to me exhaustive. But it is contended that there is inherent in the word "subscribe" the idea of contribution towards a fund from which the prizes come; that is undoubtedly the general connotation of the word, but here the definition seems to me to provide specifically that such a contribution by participants in the lottery is not necessary, because it says that the subscription need not be of any value, and that it is immaterial to whom it is paid and from whom the right to participate is obtained. Plaintiff's counsel further argued that apart from the phrase "where subscription takes place," which may have a special meaning in this law, the plaintiff's scheme was not a lottery in the generally accepted meaning of the word according to the English decisions, which indicate that there must be subscription in the ordinary sense of the word. But the decision in *Willis* v. *Young and Stembridge* ([1907] I.K.B. 448), seems to me to negative this contention. There numbered medals were distributed gratis to people as an advertisement by a newspaper, whose representative selected by lot the winning number, to which a substantial prize was awarded. No condition was made that the recipient of a medal should purchase a paper, but on the contrary, there was no direct connection of any kind between the distribution of medals and the sale of the paper, which the promoters kept entirely distinct. The winning numbers appeared in the paper, and could also be obtained at the office without the purchase of the paper. It was held that

this was a lottery, and that substantially the recipients of the medals contributed collectively the sums of money which furnished the prizes as a large number would purchase the paper to learn the prize numbers. Now here the applicants would undoubtedly in the majority of cases purchase a paper to learn if their coupon had won a prize and that would benefit both plaintiff and the defendant company and thus supply in reality the funds out of which the prizes and the cost of the scheme came. The newspaper contributed gratis the free space for advertising the scheme and the necessary notices of prize winners; the plaintiff provided the prizes.

Another argument was that lotteries on horse races were not within the Law 7 of 1890, because the result does not depend upon chance and because they were specially exempt. As to the first contention, it may be true that the victory of the horse in a race depends on the speed of the horse and the skill of the jockey, but so far as the competitors are concerned the matter is entirely dependent on chance. But another objection to this argument is that even if this scheme does not come within the second branch of this definition, it clearly comes within the first part as a lottery in the general meaning of the term. Article 7 of Law 7 of 1890 exempted *inter alia* from the operation of the law lotteries on horse races. This article was repealed by section 11 of Proclamation 33 of 1901, which dealt generally with betting houses. The whole of Proclamation 33 of 1901 was repealed by Act No. 37 of 1909, an act dealing generally with horse-racing and betting. It was argued that this repeal revived the exemption of lotteries from the provisions of Law 7 of 1890, but the general modern rule that the repeal of a Law which *inter alia* contains repealing sections does not revive the provisions affected by the repealing sections, is reproduced in sec. 7 sub-sec. 2 (a) of Proclamation 15 of 1902 and the Union Act 5 of 1910 sec. 13 sub-sec. 2 (*a*).

I have come, therefore, to the conclusion that the scheme of the plaintiff was illegal and that its execution would have exposed both parties to prosecution for offences against Law 7 of 1890. There must accordingly be absolution from the instance with costs.

Plaintiff's Attorney: *P. Morris*; Defendant's Attorneys: *Bell & Anders*.

[P. M.]

1915. *October* 6, 7, 8, 11, 12, 18. MASON, J.

Municipality.—Duty of repair.—Roads.—Ordinance 9 *of* 1912, *sec.* 59.—*Accident.—Negligence.*

A municipality, under liability to keep in repair all roads vested in it so far as its finances permit, efficiently patched an unmade road which would have become dangerous if left unrepaired. As a result of ordinary wear and tear, the patching fell into disrepair, causing injury to plaintiff; *Held,* in an action for damages for negligence, that the municipality was under no duty to keep the patching in repair, and that in the absence of proof that the road would have been safer if no work had ever been done upon it, the municipality was not liable.

Halliwell v. *Johannesburg Municipality* (1912, A.D. 659) discussed and distinguished.

Action for damages for injuries resulting from accident caused by the condition of a road under the control of defendant. The facts appear from the judgment.

R. F. MacWilliam, for plaintiff: On the question of *culpa* see *Halliwell* v. *Johannesburg Municipality* (1912, T.P.D. 593), *per* DE VILLIERS, J.P., at p. 620.

[MASON, J.: If the original repairs were properly done, is the defendant liable for danger resulting from wear?]

It is true a corporation in control of roads is not an insurer of the public, but here the very mode of repair caused the accident, see *Halliwell's* case on appeal (1912, A.D. 659), *per* INNES, A.C.J., at p. 673; *per* SOLOMON, J., at p. 679; *per* LAURENCE, J., at p. 685

[MASON, J.: See *per* WESSELS, J., at p. 694.]

The work done here was known to be a potential source of danger, but there was no supervision; see *Borough of Bathurst* v. *Macpherson* (4 A.C. 256) criticised in *Sidney Municipality* v. *Bourke* (1895, A.C. 433), and *Lambert* v. *Lowestoft Corporation* (1901, 1 K.B. 590). For the American cases, see the editorial note to 20 L.R.A. (N.S.) 582. The Court will find negligence where there is no proper supervision. The *onus* is on defendant to show that the road was not made more dangerous. On the question of contributory negligence, see *City of Covington* v. *Lee* (2 L.R.A. (N.S.) 481). On damages, see *MacMullen* v. *Johannesburg Municipality* (1909, L.L.R. 158).

R. Feetham, for defendant: There was contributory negligence. No proper look-out was kept for obstacles one might expect,

see *Pole* v. *Johannesburg Municipality* (1908, T.H. 155). For the defendant's obligation to take care in the circumstances, see *Halliwell's* case (1912, T.P.D.), *per* SMITH, J., at p. 609, not disapproved on appeal; and see now Ord. 9 of 1912, sec. 59, which was not part of the law when *Halliwell's* case was tried. In *Thorpe* v. *Pretoria Municipality* (1905, T.S. 787) the defendant was held to have a discretion dependent upon its resources. There is no absolute obligation to keep in repair once repairs have been effected. In *Halliwell's* case the defendant had an opportunity of discovering the defect, and failed to exercise proper supervision. Moreover, the duty of supervision was there held to be high because of the special character of the material put down. The judgment of WESSELS, J. (1912, A.D., at p. 694) shows the limitation to be applied. In *Sidney Municipality* v. *Bourke* (*supra*) a distinction was drawn as to artificial works interfering with the surface of the road, see at p. 439; and see also *Municipality of Pictou* v. *Geldert* (1893, A.C. 524). The *onus* is on plaintiff to show we made the road more dangerous. On damages, *MacMullen's* case (*supra*) was a case of destruction of earning capacity.

MacWilliam, in reply: Knowledge of defendant throws the *onus* on defendant. The distinction between one sort of artificial work and another is one without a difference.

Cur. adv. vult.

Postea (October 18).

MASON, J.: Plaintiff claims £5,000 damages for injuries and loss sustained in an accident on the night of the 23rd June, 1914, when he was thrown off his bicycle in consequence, it is alleged, of the dangerous condition of Bedford Road, Yeoville.

The defence is a denial of those averments and a plea of contributory negligence.

There is naturally some conflict of evidence, but the witnesses all gave their testimony without any conscious desire to mislead the Court, a satisfactory though unusual feature in cases of this character.

The plaintiff, a solicitor of the Court, was some time after 6 p.m. proceeding on his bicycle, one of the ordinary type, from his office in town to his home in Francis Street along Yeo Street. He generally turns north down Fortescue Road or Kenmuir Road,

but thinking that he saw warning lamps along his usual route, he went on till he came to Bedford Road and then took this course homeward. He had only gone some 30 yards when he ran into some obstruction, was thrown off his bicycle, and, in addition to considerable bruising and shaking, fractured his thigh and dislocated his shoulder. A native boy Charlie, working at the house of Mr. Ryan, senior, on the eastern side of this portion of Bedford Road, went to his assistance and disentangled him from his bicycle. Sergeant McCourt, in charge of the Bellevue East Station, who was on duty, came up almost immediately, and the two men assisted the plaintiff to the low bank alongside the gutter; the sergeant then went to Mr. Ryan's house, and telephoned for the ambulance, which arrived later on and took plaintiff to the hospital. The sergeant showed Mr. Ryan, junior, who had come out with Mrs. Ryan, the place of the accident, and later on after returning from the hospital examined the spot by match light.

Without discussing the various details of the evidence, the following are my conclusions as to the circumstances and cause of the accident.

The night was very dark, and this portion of Bedford Road was not illuminated by any of the lamps in the neighbourhood. The plaintiff had an ordinary oil bicycle lamp, which, though casting some light in front, was not bright enough to show any of the stones in the roadway. He is an experienced and careful rider, and was going down the road at a moderate pace. The road has a gradient of 1 in 14, and the bicycle must have gathered speed in the 30 yards of descent from Yeo Street, but that speed was not great and was not anything like 15 miles an hour, though I am unable to state any definite figure.

The plaintiff's fall was due to his running into a heap of stones some 2 feet by 18 inches in area and from 4 to 6 inches high, situated 8 or 9 feet from the bank of the water-table opposite a square piece of galvanized iron in the fence of house No. 7A on the western side of Bedford Road.

This road south from Raleigh Street where the tram line runs is unmade, that is, not macadamized throughout, though the water-tables, as they are called, have been cut. The neighbourhood is a populous suburban district.

In May, 1913, Yeo Street was being constructed, and at this time the portion of Bedford Road lying north of it up to the tram-

line was not only stony, but also cut up to a considerable extent with ruts due to traffic and weather. The ruts were some of them 9 to 12 inches deep, though probably the slopes were not sharp. They would, undoubtedly, have become a source of much danger if left unattended for a long period, and accordingly the road officials of the municipality had several loads of old road metal placed in the depressions, covered with soil, rolled and watered. This patching improved the road and was a reasonable method of repair.

Many of the loose stones, which generally littered the surface of the road, came down from the rocky ground higher up, but at and around the place of the accident is the ordinary red soil of Johannesburg, which is easily subject to the action of water.

In June, 1914, the rains and traffic had denuded the stones of their covering and caused them to protrude as described by the plaintiff's witnesses.

If the patching had not been done in May, 1913, the ruts at this spot would almost certainly have become deeper; they were before this work was done a source of some little danger to traffic; I am unable to say with any feeling of conviction whether the road at this spot was more dangerous to traffic in June, 1914, than it would have been if no work at all had been done upon it; it is quite possible it was more dangerous.

The obstruction was undoubtedly a formidable one for a bicycle, but was in my judgment of a kind which frequently occurs in unmade roads in this country, even in towns.

The plaintiff's case rests on the allegations that the original patching of the road was negligently done, and that it was the duty of the Town Council to see that the stones which they put in the road did not become a source of danger to traffic.

As I have already stated, I do not consider the first allegation to have been proved.

As to the second, I am satisfied that the stones used in patching had become a source of some danger and were the cause of the accident. But unless the law casts upon the Municipality the duty of keeping patching of this kind safe, the plaintiff must fail. That work of this kind is almost certain, with a rainfall of the nature experienced here, to become an obstruction and some danger to traffic, unless periodically restored, seems to me beyond question.

The liabilities of a municipality in connection with roads were

discussed at length in the case of *Halliwell* v. *Johannesburg Municipality* (1912, T.P.D. 593, and 1912, A.D. 659), and the general rule was laid down by the Court of Appeal that where a road authority either constructs or repairs a street in such a way as to introduce a new source of danger which would otherwise not have existed, then it must take steps to guard against that danger. The cement blocks used to protect the tram rails were there held to be such a source of danger, and the defendants were adjudged, therefore, to be liable, but the opinions expressed by the various Judges as to municipal responsibility for failure to keep a constructed road in such repair as to prevent it becoming a danger, differ to a considerable extent. The two Provincial Judges, whose decision was overruled—though not, perhaps, on this point—considered that if the work of making or repairing a street were properly executed, no liability attached because the made or repaired portion of the street subsequently fell into disrepair through wear and tear.

The JUDGE-PRESIDENT, whose judgment the Appellate Division approved, stated (p. 624):—"I do not wish to say that because once a municipality has repaired a road it should without more be for ever after liable for non-repair, but it does seem reasonable and equitable to expect that if once they have repaired a road they should see that in consequence of such repair no damage arises to the public who legitimately make use of the road."

In the Court of Appeal the ACTING CHIEF JUSTICE said (p. 673):—"I think that where a road authority either constructs or repairs a street in such a way as to introduce a new source of danger, which would otherwise not have existed, then it must take due steps to guard against that danger . . . "if the state of things established is such that damage is either bound or likely to arise in the future, then the duty of the road authority is to guard against it, when it comes into existence; and to that end to keep the locality under special observation."

SOLOMON, J., concurring in the views expressed by the JUDGE-PRESIDENT, used somewhat similar language.

LAURENCE, J., agreed with these opinions, though there are no definite words on the exact point now under discussion.

WESSELS, J., however, based his judgment upon the fact that the laying down of the concrete blocks was not a part of ordinary road construction, but the introduction of a new and foreign source of danger: he says (p. 694):—".....if the object which

caused the damage is an ordinary and integral part of the road, the municipality will not be liable for non-repair, but if it is an unusual structure placed upon a road, it may according to circumstances, if not kept in repair, render the municipality liable .....I do not wish to say that the mere placing of a material upon a roadway which in course of time may become dangerous will render a municipality liable."

The expressed opinion of the majority of the Judges would, it seems to me, tend to throw upon municipalities the burden of preventing any road constructed by them from falling into such disrepair as might render the materials used in construction a source of danger to the public, but the governing fact in *Halliwell's* case is that the materials used constituted an unusual element in the roadway, and, thus qualified, the language of WESSELS, J. may be reconciled with the judgments of the other Judges in the Court of Appeal.

In this country of great variations of temperature and heavy storms, all roads, if not kept under constant repair soon become a source of danger whether made or unmade. The well-macadamized road remains, perhaps, longer safe for traffic, but when it does fall into disrepair, is generally more dangerous than the ordinary road of earth on account of the road metal and kerbing and guttering which are requisite to its construction. A properly constructed road requires not only road metalling, kerbing and guttering, but also in many instances provision for storm water drainage in the shape of deep drains, culverts and manholes.

The language used in the Appeal Court judgments seems to me to indicate clearly municipal liability for non-repair of such structures as drains, culverts and manholes, but they are just as much part of the road as the macadam itself, so that it is not easy to support a logical distinction between liability for failure to keep these structures in repair and non-liability for failing to keep in repair the macadamized roadway.

The onerous nature of the burden of liability for non-repair of made roads is apparent, and one inevitable result of such a burden must be to render municipalities reluctant to embark on any extensive road construction, more especially in suburban areas.

The danger likely to arise through disrepair of drains, culverts and manholes differs, of course, very considerably in character from that arising from the ordinary unrepaired surface of a street; it

is under ordinary circumstances much more serious and it is more unexpected. In the one case the danger may be regarded as a usual incident of travel in this country; in the other it may be a sudden and fatal trap for the most prudent pedestrian or rider. It is true that in the *Municipality of Pictou* v. *Geldert*, the Privy Council (1893, A.C. p. 527), laid down that municipalities were not liable in actions for damages at the suit of a person who had suffered injury from their failure to keep bridges as well as roads in proper repair. But, though bridges are artificial structures the results of failure to repair them can hardly be regarded as causing unexpected dangers to those who know that they may not be kept in repair.

But however difficult it may be to draw a distinction between a failure to keep the macadam of a road in repair and a like failure as regards structures such as drains and culverts, I am satisfied that, as WESSELS, J. held, the law imposes no greater liability upon a municipality for failure to keep in repair the ordinary surface of a properly constructed or repaired road than in respect of a road which has never been the subject of municipal operations.

And if any such liability does exist, it would, so it seems to me, be restricted necessarily to those cases in which the injured party was able to show that the road would have been safer if no work had been done upon it and that the accident, in that event, would in all probability not have taken place (*Liesbeek Municipality* v. *Partridge* (4 S.C. 300, at p. 309), and *Halliwell's* case (1912, A.D., p. 673).

Such proof the plaintiff has not in this case been able to produce. The provisions of Ordinance No. 9, 1912, (T. P.) do not seem to me to make any alteration in the general law on this topic.

These conclusions render it unnecessary to determine whether the plaintiff was guilty of such contributory negligence as to disentitle him to relief. The facts requisite for a decision on this point have already been referred to.

There is no doubt that he took risks in riding down an unmade and unlighted road in a Johannesburg suburb on a bicycle without an acetylene lamp, which he would have avoided by dismounting and walking, though if the municipality be liable for the non-repair of the road at that time, he was not under any obligation to anticipate dangers of the kind he actually incurred.

The question whether it was his duty under these circumstances to dismount is one not free from difficulty, but if, as I believe, the municipality is not liable for the condition of non-repair in which Bedford Road was found in June of last year, the question does not arise for decision.

There must, therefore, be judgment for the defendant with costs.

Plaintiff's Attorney: *J. G. Kerr*; Defendant's Attorneys: *Lance & Hoyle.*

[G. H.]

VAN RYN DEEP GOLD MINING COMPANY, LTD. v. DIRECTOR OF NATIVE LABOUR.

1915. *October* 21. MASON, J.

Miners' Phthisis Compensation.—Act 19 *of* 1912, *sec.* 30.—*Native labourers' claims.—Regulations as to procedure.—Medical adviser's certificate.—Interpretation.*

Act 19 of 1912, sec. 30 (2), provides that the procedure for claiming or recovering any sum under the section shall be as prescribed by regulation. *Held*, that the word "procedure" must be interpreted in its widest sense and that, accordingly, the Governor-General-in-Council may by regulation constitute the Director of Native Labour a court not merely to assess the amount of compensation payable, but also to determine all the matters referred to in the section as conditions precedent to any award being made.

The medical adviser's certificate which, as provided by sec. 30 (2), must be furnished to the Director before he can make an award is not conclusive evidence that the native labourer is suffering from miners' phthisis, and may be rebutted by the defendant, whom the Director is bound to hear on all issues at the inquiry.

Application for an order setting aside an award of the Director of Native Labour, made in pursuance of regulations framed under sec. 30 of Act No. 19 of 1912. The applicant alleged that these regulations (Regulations 4, 5, 6, and 7, promulgated under Government Notice No. 1,348, of October 3, 1912, as amended by Government Notice No. 299 of March 16, 1915), were *ultra vires*, on the ground that sec. 30 gave the Director no power to adjudicate upon any other