

BUITENGEWONE

OFFISIËLE KOERANT

VAN SUIDWES-AFRIKA

OFFICIAL GAZETTE

EXTRAORDINARY

OF SOUTH WEST AFRICA



UITGawe OP GESAG

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Die volgende Proklamasie van die Waarnemende Staatspresident van die Republiek van Suid-Afrika en Republiek Goewermentskennisgewings word ter inligting gepubliseer:

J. F. GREEBE
Waarnemende Sekretaris van Suidwes-Afrika

Administrasie van Suidwes-Afrika
Windhoek

The following Proclamation by the Acting State President of the Republic of South Africa and Republic Government Notices are Published for information:

J. F. GREEBE
Acting Secretary for South West Africa

Administration of South West Africa
Windhoek

PROKLAMASIE

VAN DIE WAARNEMENDE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA

No. R. 254 van 1978 (Republiek)

DATUM VAN INWERKINGTREDING VAN ARTIKELS 1(a) EN (c), 5 TOT 13 EN 15 TOT 17 VAN DIE WYSIGINGSWET OP SPOORWEG- EN HAWEWETTE, 1977 (WET NO. 69 VAN 1977)

Kragtens artikel 23(2) van die Wysigingswet op Spoorweg- en Hawewette, 1977 (Wet no. 69 van 1977), verklaar ek hierby dat artikels 1(a) en (c), 5 tot 13 en 15 tot 17 van genoemde Wet op 6 Oktober 1978 in werking tree.

GEGEE ONDER MY HAND EN SEËL VAN DIE REPUBLIEK VAN SUID-AFRIKA TE PRETORIA OP HIERDIE 18DE DAG VAN SEPTEMBER EENDUISEND NEGEHONDERD AG-ENSEWENTIG.

M. VILJOEN
Waarnemende Staatspresident

Op las van die Waarnemende Staatspresident-in-raad
S. L. MULLER

PROCLAMATION

BY THE ACTING STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

No. R. 254 of 1978 (Republic)

DATE OF COMMENCEMENT OF SECTIONS 1(a) AND (c), 5 TO 13 AND 15 TO 17 OF THE RAILWAYS AND HARBOURS ACTS AMENDMENT ACT, 1977 (ACT NO. 69 OF 1977)

In terms of section 23(2) of the Railways and Harbours Acts Amendment Act, 1977 (Act No. 69 of 1977), I hereby declare that sections 1(a) and (c), 5 to 13 and 15 to 17 of the said Act shall come into operation on 6 October 1978.

GIVEN UNDER MY HAND AND THE SEAL OF THE REPUBLIC OF SOUTH AFRICA AT PRETORIA ON THIS EIGHTEENTH DAY OF SEPTEMBER ONE THOUSAND NINE HUNDRED AND SEVENTY EIGHT.

M. VILJOEN
Acting State President

By order of the Acting State President-in-Council
S. L. MULLER

Goewermentskennisgewings**Government Notices**

No. R. 2011 (Republiek) | 6 Oktober 1978

Regulasie 148 van die Algemene Spoerwegregulاسies afgekondig by Goewermentskennisgewing R.1560 van 11 Oktober 1963, word hierby deur die volgende vervang:

“VERLORE GOEDERE, GOEDERE WAAROP DIE ADMINISTRASIE ‘N RETENSIEREG HET EN ONOPGEVRAAGDE GOEDERE

Verko-
ping van
verlore
goedere,
ens.
148. Wanneer goedere ingevolge die bepalings van die Wet by openbare veiling verkoop moet word, moet ’n kennisgewing van die voorgenome verkooping minstens tien dae voor dat die verkooping gehou word in een of meer nuusblaas wat in die distrik waar die verkooping staan gehou te word, in omloop is, geplaas word.”

No. R. 2011 (Republic) | 6 October 1978

Regulation 148 of the General Railway Regulations, published under Government Notice R.1560 of 11 October 1963, is hereby substituted by the following:

“LOST GOODS, GOODS OVER WHICH THE ADMINISTRATION HAS A LIEN AND UNCLAIMED GOODS

Sale of lost goods etc.
148. When goods have to be sold by public auction in terms of the provisions of the Act, a notice of the intended sale shall be published at least ten days before the sale is held, in one or more newspapers circulating in the district in which the sale is to be held.”

No. R. 2012 (Republiek)

[6 Oktober 1978]

No. R. 2012 (Republic)

[6 October 1978]

DEPARTEMENT VAN SPOORWEË, HAWENS EN LUGDIENS**DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEË EN HAWENS : WYSIGING IN DIE REGULASIES VIR DIE HAWENS VAN DIE REPUBLIEK VAN SUID-AFRIKA EN VAN SUIDWES-AFRIKA**

Vervang R1722 van 25 Augustus 1978 deur die volgende —

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens 1957 (Wet no. 70 van 1957), goedkeuring te verleen aan die volgende wysigings van die Regulasies vir die Hawens van die Republiek van Suid-Afrika en van Suidwes-Afrika aangekondig by Goewermentskennisgewing R.290 van 2 Maart 1962:

Regulasie 127

Vervang hierdie regulasie deur die volgende:

"AANSPREEKLIKHEID VIR DIERE EN DIE AFHAAL EN AFLEWER DAARVAN.

127.(1) Die Administrasie is aanspreeklik vir die verlies, dood of besering van lewende hawe in 'n hawe, mits die verlies, dood of besering te wye is aan nalatigheid aan die kant van die Administrasie of sy dienare: Met dien verstande dat —

(a) waar die geldelike verlies wat gely is, die gevolg is van die verlies of dood van lewende hawe, die aanspreeklikheid van die Administrasie beperk is tot 'n bedrag gelykstaande met die markwaarde van die lewende hawe voor dit verloor of gedood is, minus die bergingswaarde van die karkas in die geval van lewende hawe wat gedood is, of tot 'n bedrag van R2 per kilogram bereken op die bruto massa van die lewende hawe voor dit verloor of gedood is, welke bedrag ook al die minste is;

(b) waar die geldelike verlies wat gely is, die gevolg is van die besering van lewende hawe, die aanspreeklikheid van die Administrasie beperk is tot 'n bedrag gelykstaande met die verskil tussen die markwaarde van die lewende hawe voor die besering en die verminderde markwaarde van die lewende hawe na die besering, of tot 'n bedrag van R2 per kilogram bereken op

No. R. 2012 (Republiek)

[6 October 1978]

DEPARTMENT OF RAILWAYS, HARBOURS AND AIRWAYS**DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS : AMENDMENT OF THE REGULATIONS FOR THE HARBOURS OF THE REPUBLIC OF SOUTH AFRICA AND OF SOUTH WEST AFRICA**

Substitute R.1722 of 25 August 1978 by the following —

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957), to approve of the following amendments to the Regulations for the Harbours of the Republic of South Africa and of South West Africa published under Government Notice No. R.290 of 2 March 1962:

Regulation 127

Substitute the following for this regulation:

"LIABILITY FOR LIVESTOCK AND COLLECTION AND DELIVERY THEREOF.

127.(1) The Administration shall be liable for the loss or death of or injury to livestock in a harbour, provided that the loss, death or injury is due to negligence on the part of the Administration or its servants: Provided further that —

(a) where the pecuniary loss suffered is the result of loss or death of livestock, the liability of the Administration is limited to an amount equal to the market value of the livestock before it was lost or killed, less the salvage value of the carcase in the case where livestock was killed, or to an amount of R2 per kilogram calculated on the gross mass of the livestock before it was lost or killed, whichever amount is the lesser;

(b) where the pecuniary loss suffered is the result of injury to livestock, the liability of the Administration is limited to an amount equal to the difference between the market value of the livestock before the injury and the decreased market value of the livestock after the injury, or to an amount of R2 per kilogram, calculated on the gross mass of

die bruto massa van die besoerde lewende hawe, welke bedrag ook al die minste is.

- (2) Geen lewende hawe mag by 'n hawe gelaat word sonder dat toestemming vooraf van die hawebestuurder verkry is nie, en lewende hawe wat by 'n hawe gelaat word sonder die voorafgaande toestemming van die hawebestuurder, word uitsluitend op risiko en koste van die eienaar by 'n hawe gelaat.
- (3) Die Administrasie onderneem nie om lewende hawe in 'n hawe af te haal of af te lewer nie.
- (4) By die toepassing van hierdie regulasie, beteken lewende hawe enige dier of voël, hetso lewendig of dood, en enige vleis of karkas van sodanige dier of voël."

Regulasies 128 en 130

Skrap hierdie regulasies.

Regulasie 140

Wysig hierdie regulasie deur die bedrag "R10,00" waar dit in die agtste en negende reëls voorkom deur die bedrag "R50,00" te vervang.

No. R. 2013 (Republiek)

[6 Oktober 1978]

DIE DEPARTEMENT VAN DIE SUID-AFRIKAANSE SPOORWEË EN HAWENS: WYSIGING IN DIE ALGEMENE SPOORWEG-REGULASIES

Vervang R.1723 van 25 Augustus deur die volgende —

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysiging van Regulasie No. 2 van die Algemene Spoorwegregulasies aangekondig by Goewermentskennisgewing R.1560 van 11 Oktober 1963:

Regulasie No. 2

Vervang paragraaf (b) deur die volgende:

- 2(b) Die houer van 'n "retoerkaartjie" moet die heenreis aanvaar op die datum waarvoor die kaartjie gedateer is, en onderworpe aan hierdie regulasies, is hy geregtig om een keer in elke rigting oor dieselfde roete te reis tussen die plekke wat daarop genoem is, behalwe wanneer hy ingevolge hierdie regulasies of 'n spesiale kontrak gemagtig is om die roete van die reis te verander.

the injured livestock, whichever amount is the lesser.

- (2) No livestock may be left at a harbour without the prior consent of the harbour manager having been obtained, and livestock left at a harbour without the prior consent of the harbour manager, shall be left at the harbour at the sole risk and costs of the owner.
- (3) The Administration does not undertake to collect or deliver livestock in a harbour.
- (4) In the application of this regulation, livestock shall mean any animal or bird, whether alive or dead, and any meat or carcase of such animal or bird."

Regulations 128 and 130

Delete these regulations.

Regulation 140

Amend this regulation by the substitution of the amount of "R50,00" for the amount of "R10,00" where it appears in the eighth and ninth lines.

No. R. 2013 (Republic)

[6 October 1978]

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS: AMENDMENT OF THE GENERAL RAILWAY REGULATIONS

Substitute R.1723 of 25 August by the following —

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957), to approve of the following amendment to Regulation No. 2 of the General Railway Regulations published under Government Notice No. R.1560 of 11 October 1963:

Regulation No. 2

Substitute the following for paragraph (b)

- 2(b) The holder of a "return ticket" shall commence the forward journey on the date for which the ticket is dated, and he shall be entitled, subject to these regulations, to travel once in each direction over the same route between the points specified thereon, except when authorised to vary the route of the journey by these regulations or by special contract.

No. R. 2014 (Republiek)]

[6 Oktober 1978]

**DEPARTEMENT VAN DIE SUID-AFRIKAANSE
SPOORWEË EN HAWENS. — WYSIGING IN DIE
ALGEMENE SPOORWEGREGULASIES**

Vervang R.1724 van 25 Augustus 1978 deur die volgende —

Dit het die Staatspresident behaag om kragtens artikel 3 van die Konsolidasiewet op die Beheer en Bestuur van Spoorweë en Hawens, 1957 (Wet 70 van 1957), goedkeuring te verleen aan die volgende wysigings van die Algemene Spoorwegregulasies afgekondig by Goewermentskennisgewing R. 1560 van 11 Oktober 1963:

Regulasie 1

Wysig hierdie regulasie—

(a) deur die omskrywing van „brandbare vloeistof” waar dit in paragraaf (a) voorkom, te skrap;

(b) deur die omskrywing van „dienaar” waar dit in paragraaf (a) voorkom, deur die volgende omskrywing te vervang:

„dienaar” iemand in die uitsluitende diens van die Administrasie en wat gemagtig is om op te tree;

(c) deur ná die omskrywing van „dienaar” waar dit in paragraaf (a) voorkom, die volgende omskrywing in te voeg:

„eienaarsrisiko” of „e.r.” met betrekking tot die vervoer van goedere deur die Administrasie, dat die Administrasie sodanige vervoer onderneem op die uitdruklike voorwaarde dat nog die Administrasie nog ‘n dienaar van die Administrasie aanspreeklik is vir die beskadiging of verlies van sodanige goedere of enige gedeelte daarvan, tensy daar deur die afsender of geadresseerde bewys word dat sodanige beskadiging of verlies veroorsaak is deur die opsetlike wangedrag van die Administrasie of ‘n dienaar van die Administrasie: Met dien verstande dat as goedere wat op eienaarsrisiko vervoer word deur nalatigheid aan die kant van die Administrasie of sy dienare beskadig of verloor word, die Administrasie in sy uitsluitlike diskresie en na oorweging van die feite van elke afsonderlike geval, aanspreeklikheid kan aanvaar vir die geheel of vir enige gedeelte van die skade of verlies aldus berokken, en behoudens die bepalings van regulasie 64, sodanige vergoeding kan betaal as wat hy onder die omstandighede billik ag.”;

(d) deur die omskrywing van „flitspunt” waar dit in paragraaf (a) voorkom, te skrap;

(e) deur die omskrywing van „gevaarlike goedere” waar dit in paragraaf (a) voorkom, te skrap;

(f) deur die omskrywing van „spoorwegrisiko” waar dit in paragraaf (a) voorkom, deur die volgende omskrywing te vervang:

„spoorwegrisiko” of „s.r.” met betrekking tot die vervoer van goedere deur die Administrasie, dat die Administrasie sodanige vervoer onderneem op die uitdruklike voorwaarde dat die Administrasie behoudens die bepalings van regulasie 64, aanspreeklik is vir die beskadiging

No. R. 2014 (Republic)]

[6 October 1978]

DEPARTMENT OF THE SOUTH AFRICAN RAILWAYS AND HARBOURS.—AMENDMENT OF THE GENERAL RAILWAY REGULATIONS

Substitute R.1724 of 25 August 1978 by the following —

The State President has been pleased, in terms of section 3 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act 70 of 1957), to approve of the following amendments to the General Railway Regulations published under Government Notice R. 1560 of 11 October 1963:

Regulation 1

Amend this regulation—

(a) by the deletion of the definition of “combustible liquid” where it appears in paragraph (a);

(b) by the deletion of the definition of “dangerous goods” where it appears in paragraph (a);

(c) by the deletion of the definition of “flash point” where it appears in paragraph (a);

(d) by the insertion after the definition of “Official Railway Tariff Book” where it appears in paragraph (a), of the following definition:

“owner’s risk” or “o.r.” shall mean, in relation to the transport of goods by the Administration, that such transport is undertaken by the Administration on the explicit condition that neither the Administration nor any servant of the Administration shall be liable for damage to or loss of such goods or any part thereof, except upon proof by the consignor or consignee that such damage or loss was occasioned by the wilful misconduct of the Administration or any servant of the Administration: Provided that if goods that are transported at owner’s risk are damaged or lost through negligence on the part of the Administration or its servants, the Administration may in its sole discretion and after consideration of the facts of each individual case, accept liability for the whole of the damage or loss so caused or for any part thereof, and may, subject to the provisions of regulation 64, pay such compensation as it may deem reasonable under the circumstances;”;

(e) by the substitution for the definition of “railway risk” where it appears in paragraph (a), of the following definition:

“railway risk” or “r.r.” shall mean, in relation to the transport of goods by the Administration, that such transport is undertaken by the Administration on the explicit condition that the Administration shall, subject to the provisions of regulation 64, be liable for the damage to or loss of such goods or any part thereof, however the damage or loss may occur, from the time the Administration accepts the goods in accordance with

of verlies van sodanige goedere of enige gedeelte daarvan, hoe die beskadiging of verlies ook al ontstaan, vanaf die tydstip waarop die Administrasie die goedere ooreenkomsdig hierdie regulasies aanneem, totdat die Administrasie hom van aanspreeklikheid bevry deur aflewing van die goedere aan die geadresseerde of sy verteenwoordiger, of deur die goedere ingevolge die Wet in 'n pakhuis te plaas. Met dien verstande dat die Administrasie nie aanspreeklik is nie vir enige skade of verlies wat ontstaan weens 'n inherente gebrek, fout of swakheid of die werking van die goed self, of wat toe te skryf is aan 'n oorsaak waaroor die Administrasie geen beheer het nie en wat die Administrasie nie redelikerwys kon voorsien het nie;';

(g) deur die omskrywing van „stasie tot stasie” waar dit in paragraaf (a) voorkom deur die volgende omskrywing te vervang:

„stasie tot stasie” of „s tot s”, met betrekking tot die vervoer van goedere, dat sodanige goedere slegs teen eienaarsrisiko vervoer word, dat die tariewe slegs vir die vervoer van sodanige goedere van een plek na 'n ander vasgestel is en dat die Administrasie geen hantering of enige ander dienste in verband met die vervoer van sodanige goedere onderneem nie;’;

(h) deur paragraaf (b) te skrap;

(i) deur paragraaf (c) te skrap;

(j) deur regulasie 1 (a) te hernoem na 1.

Regulasie 35

Wysig hierdie regulasie deur paragraaf (f) te skrap.

Regulasie 47

Vervang hierdie regulasie deur die volgende:

Administrasie se aanspreeklikheid is beperk

„47. (a) Die aanspreeklikheid van die Administrasie vir verlies of beskadiging van goedere wat vir bewaring by 'n bewaarkamer ingelewer is, is beperk tot 'n bedrag gelykstaande met die markwaarde van die goedere wat verlore geraak het of beskadig is, of tot 'n bedrag van vyftig rand, welke bedrag ook al die minste is.

(b) As 'n persoon goedere vir bewaring by 'n bewaarkamer inlewer waarvan die markwaarde hoër is as vyftig rand en sodanige persoon verlang dat die Administrasie aanspreeklikheid vir die volle waarde van sodanige goedere moet aanvaar, moet hy ten tyde van inlewering die werklike waarde van sodanige goedere aangee en benewens die gewone koste, 'n bedrag daarop betaal soos in die *Offisiële Spoorwegtariefboek* voorgeskryf.

(c) Die Administrasie behou hom die reg voor om die inhoud van enige houer wat volgens aangifte 'n hoër waarde as vyftig rand het, te ondersoek om seker te maak dat die houer werklik die aangegewe artikels bevat. Vir hierdie doel moet die bewaargewer alle houers op sy eie koste oopmaak en weer behoorlik toemaak as die dienaar in beheer van die bewaarkamer of die stasiemeester dit vereis.

(d) Die Administrasie kan vereis dat houers wat vir bewaring by 'n bewaarkamer ingelewer word en wat maklik verseël kan word, sorgvuldig deur die bewaargewer verseël word, of die Administrasie kan self die houers verseël. As die houers daarna afgelewer word sonder dat daardie seëls geskend is, is die Administrasie nie vir verlies of skade

these regulations, until the Administration releases itself from liability by delivering the goods to the consignee or his representative, or by placing the goods in a warehouse in terms of the Act: Provided that the Administration shall not be liable for any damage or loss arising from an inherent defect, vice, or weakness or the action of the goods itself, or which is attributable to a cause over which the Administration has no control and which the Administration could not reasonably have foreseen;’;

(f) by the substitution for the definition of “servant” where it appears in paragraph (a), of the following definition:

“servant” shall mean a person exclusively employed by the Administration and who is authorised to act;’

(g) by the substitution for the definition of “Station to Station” where it appears in paragraph (a), of the following definition:

“station to station” or “s to s”, in relation to the transport of goods, shall mean that such goods are transported at owner's risk only, that the rates have only been prescribed for the haulage of such goods from one point to another and that the Administration undertakes no handling or any other services in connection with the transport of such goods;’;

(h) by the deletion of paragraph (b);

(i) by the deletion of paragraph (c);

(j) by the renumbering of regulation 1 (a) to 1.

Regulation 35

Amend this regulation by the deletion of paragraph (f).

Regulation 47

Substitute the following for this regulation:

Administration's liability is limited

„47. (a) The liability of the Administration for the loss of or damage to goods tendered for deposit in a cloakroom, shall be limited to an amount equal to the market value of the goods lost, or damaged, or to an amount of fifty rand, whichever is the lesser.

(b) If a person tenders for deposit in a cloakroom goods of which the market value is in excess of fifty rand and such person desires the Administration to accept liability for the full value of such goods, he shall at the time of deposit declare the true value of such goods, and shall pay thereon, in addition to the ordinary charges, an amount prescribed in the *Official Railway Tariff Book*.

(c) The Administration reserves the right to examine the contents of any container declared to be of a higher value than fifty rand with the object of satisfying itself that the container actually contains the articles declared to be therein. For this purpose all containers must be opened and securely fastened by the depositor at his own expense, if so required by the servant in charge of the cloakroom or the station master.

(d) The Administration may require that containers tendered at a cloakroom for deposit and which are capable of being conveniently sealed, shall be carefully sealed by the depositor, or the containers may be sealed by the Administration itself. If the containers are subsequently delivered with those seals intact, no liability for loss or damage shall attach to the Administration.”

Regulasie 54

Vervang hierdie regulasie deur die volgende:

Pakkette vervoer met passasierstreine, spesiale pakketstreine, padvervoeroertue, of gesamentlik met die S.A. Lugdiens

„54. Die vraggeld vir pakkette wat met passasierstreine, spesiale pakkettetreine, padvervoeroertue of gesamentlik met die Suid-Afrikaanse Lugdiens vervoer moet word, word bereken teen die tariewe vasgestel in die *Offisiële Spoerwegtariefboek* en die *Lugdienstariefboek* en sulke pakkette moet saam met 'n vragbrief wat behoorlik ooreenkomsig regulasie 101 ingevul is, aan die Administrasie oorhandig word.”

Regulasie 57

Wysig hierdie regulasie deur die woorde „per passasierstrein” waar dit in die tweede reël van paragraaf (a) voorkom, te skrap.

Regulasie 62

Wysig hierdie regulasie—

(a) deur paragraaf (a) deur die volgende paragraaf te vervang:

„(a) Sulke artikels word slegs op bepaalde dae vir vervoer per spoor aangeneem, en besonderhede daarvan kan by die Administrasie verkry word.”;

(b) deur paragraaf (e) deur die volgende paragraaf te vervang:

„(e) Sulke artikels word vir vervoer oor die Administrasie se padvervoerroetes aangeneem slegs indien reëlings vooraf met die Administrasie getref is, en kennis van die voorname om sulke artikels deur die padvervoerdienis te laat vervoer, moet gegee word minstens 24 uur voor die vertrek van die padvoertuig waarmee die afsender die genoemde artikels wil laat vervoer.”;

(c) deur paragraaf (f) te skrap.

Regulasie 64

Vervang hierdie regulasie deur die volgende:

„AANSPREEKLIKHEID

Administrasie se aanspreeklikheid vir verlies, beskadiging of vertraging, is beperk

64. (a) Behoudens die bepalings van die Wet en van hierdie regulasies, is die aanspreeklikheid van die Administrasie vir verlies of beskadiging van goedere, hoe ook al veroorsaak, beperk—

(i) waar die geldelike verlies wat gely is die gevolg is van die totale verlies van 'n besending, tot 'n bedrag gelykstaande met die markwaarde van die besending wat verlore geraak het, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die betrokke besending, welke bedrag ook al die minste is;

(ii) waar die geldelike verlies wat gely is die gevolg is van die verlies van 'n gedeelte van 'n besending, tot 'n bedrag gelykstaande met die markwaarde van daardie gedeelte van die besending wat verlore geraak het, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die betrokke gedeelte van die besending wat verlore geraak het, welke bedrag ook al die minste is;

Regulation 54

Substitute the following for this regulation:

Parcels transported by passenger trains, special parcel trains, road transport vehicles, or jointly with the S.A. Airways

“54. Parcels intended for transport by passenger trains, special parcel trains, road transport vehicles or jointly with the South African Airways, will be charged at the rates prescribed in the *Official Railway Tariff Book* and the *Airways Cargo Tariff Manual*, and such parcels shall be tendered to the Administration together with a consignment note duly completed in terms of regulation 101.”

Regulation 57

Amend this regulation by the deletion of the words “by passenger train” where they appear in the second line of paragraph (a).

Regulation 62

Amend this regulation—

(a) by the substitution of the following paragraph for paragraph (a):

“(a) Such articles will only be accepted for transport by rail on fixed days, particulars of which may be obtained from the Administration.”;

(b) by the substitution of the following paragraph for paragraph (e):

“(e) Such articles will be accepted for transport on the Administration's road transport services only by prior arrangement with the Administration, and notice of the intention to have such articles transported by the road motor service, shall be given at least 24 hours before the departure of the road vehicle by which the consignor desires the said articles to be transported.”;

(c) by the deletion of paragraph (f).

Regulation 64

Substitute the following for this regulation:

“LIABILITY

Administration's liability for loss, damage or delay is limited

64. (a) Subject to the provisions of the Act and of these regulations, the liability of the Administration in respect of the loss of or damage to goods, however occasioned, shall be limited—

(i) where the pecuniary loss suffered is the result of the total loss of a consignment, to an amount equal to the market value of the consignment lost, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the consignment concerned, whichever amount is the lesser;

(ii) where the pecuniary loss suffered is the result of the loss of a part of a consignment, to an amount equal to the market value of that part of the consignment lost, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the relevant part of the consignment lost, whichever is the lesser;

(iii) waar, in die geval van goedere behalwe lewende hawe, die geldelike verlies wat gely is die gevolg is van die beskadiging van 'n besending of 'n gedeelte van 'n besending, en die skade sodanig is dat dit herstel kan word, tot 'n bedrag gelykstaande met die herstelkoste van die besending of gedeelte van die besending, na gelang van die geval, of tot 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die beskadigde besending of beskadigde gedeelte van die besending, na gelang van die geval, welke bedrag ook al die minste is;

(iv) waar, in die geval van goedere behalwe lewende hawe, die geldelike verlies wat gely is die gevolg is van die beskadiging van 'n besending of 'n gedeelte van 'n besending, en die skade sodanig is dat dit nie geredelik herstel kan word nie, tot 'n bedrag gelykstaande met die oorspronklike markwaarde voor beskadiging, minus bergingswaarde na beskadiging, of tot 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die besending of gedeelte van die besending wat beskadig is, welke bedrag ook al die minste is;

(v) waar, in die geval van lewende hawe, die geldelike verlies wat gely is die gevolg is van die besering van lewende hawe, tot 'n bedrag gelykstaande met die verskil tussen die markwaarde van die lewende hawe voor die besering en die verminderde markwaarde van die lewende hawe na die besering, of tot 'n bedrag van twee rand per kilogram bereken op die bruto massa van die besoerde lewende hawe, welke bedrag ook al die minste is;

(vi) waar, in die geval van lewende hawe, die geldelike verlies wat gely is die gevolg is van die dood van lewende hawe, tot 'n bedrag gelykstaande met die markwaarde van die lewende hawe voor dit gedood is, minus die bergingswaarde van die karkas, of tot 'n bedrag van twee rand per kilogram bereken op die bruto massa van die lewende hawe voor dit gedood is, welke bedrag ook al die minste is.

(b) Die Administrasie is aanspreeklik vir verlies wat uit vertraging voortspruit, mits die vertraging aan nataliteit aan die kant van die Administrasie te wye is: Met dien verstande dat die aanspreeklikheid van die Administrasie vir vertraging beperk is tot 'n bedrag gelykstaande met die geldelike verlies wat gely is as gevolg van die vertraging, of tot 'n bedrag van vyf rand per kilogram in die geval van goedere behalwe lewende hawe, en twee rand per kilogram in die geval van lewende hawe, bereken op die bruto massa van die besending wat vertraag is, welke bedrag ook al die minste is.

(c) By die toepassing van hierdie regulasie, beteken lewende hawe enige dier of voël, hetsy lewendig of dood, en enige vleis of karkas van sodanige dier of voël.

(d) Wanneer 'n eis ingevolge artikel 64 van die Wet teen die Administrasie ingestel word vir beskadiging van 'n besending of 'n gedeelte van 'n besending goedere, kan die Administrasie na goedunke daardie beskadigde besending of gedeelte wat beskadig is, te eniger tyd van die eiser se perseel of enige ander plek waar die beskadigde goedere geberg word, verwyn en in 'n skutloods plaas."

Regulasie 65

Vervang hierdie regulasie deur die volgende:

Premie vir verhoogde aanspreeklikheid

„65. (a) As die markwaarde van goedere wat aan die Administrasie vir vervoer teen spoorwegrisiko aangebied word, meer bedra as—

(i) in die geval van goedere behalwe lewende hawe, 'n bedrag van vyf rand per kilogram bereken op die bruto massa van die goedere; of

(iii) where, in the case of goods other than livestock, the pecuniary loss suffered is the result of damage to a consignment or a part of a consignment, and the extent of the damage is such that it can be repaired, to an amount equal to the cost of repairs of the consignment or part of the consignment, as the case may be, or to an amount of five rand per kilogram, calculated on the gross mass of the damaged consignment or damaged part of the consignment, as the case may be, whichever amount is the lesser;

(iv) where, in the case of goods other than livestock, the pecuniary loss suffered is the result of damage to a consignment or part of a consignment, and the extent of the damage is such that it cannot be readily repaired, to an amount equal to the original market value before the damage, less the value of the salvage after damage, or to an amount of five rand per kilogram, calculated on the gross mass of the consignment or part of the consignment damaged, whichever amount is the lesser;

(v) where, in the case of livestock, the pecuniary loss suffered is the result of injury to livestock, to an amount equal to the difference between the market value of the livestock before the injury and the decreased market value of the livestock after the injury, or to an amount of two rand per kilogram, calculated on the gross mass of the injured livestock, whichever amount is the lesser;

(vi) where, in the case of livestock, the pecuniary loss suffered is the result of the death of livestock, to an amount equal to the market value of the livestock before it was killed, less the salvage value of the carcase, or to an amount of two rand per kilogram, calculated on the gross mass of the livestock before it was killed, whichever amount is the lesser.

(b) The Administration shall be liable for loss arising from delay, if the delay is attributable to negligence on the part of the Administration: Provided that the liability of the Administration for delay is limited to an amount equal to the pecuniary loss suffered as a result of the delay, or to an amount of five rand per kilogram in the case of goods other than livestock, and two rand per kilogram in the case of livestock, calculated on the gross mass of the consignment delayed, whichever amount is the lesser.

(c) In the application of this regulation, livestock shall mean any animal or bird, whether alive or dead, and any meat or carcase of such animal or bird.

(d) When a claim for compensation in respect of damage to a consignment or part of a consignment of goods is lodged against the Administration in terms of section 64 of the Act, the Administration may, in its discretion, at any time remove such damaged consignment or such damaged part from the claimant's premises or from any other place where the damaged goods may be stored, and deposit it in an excess depot."

Regulation 65

Substitute the following for this regulation:

Premium for increased liability

“65. (a) If the market value of goods tendered to the Administration for transport at railway risk, exceeds—

(i) in the case of goods, other than livestock, an amount of five rand per kilogram, calculated on the gross mass of the goods; or

(ii) in die geval van lewende hawe, 'n bedrag van twee rand per kilogram bereken op die bruto massa van die lewende hawe,

kan die persoon wat die goedere aan die Administrasie vir vervoer oorhandig, versoek dat die Administrasie sy aanspreeklikheid per kilogram massa tot sodanige hoér waarde per kilogram massa verhoog as wat daardie persoon aangee, in welke geval die Administrasie se aanspreeklikheid vir beskadiging, verlies of vertraging van sodanige goedere ingevolge regulasie 64 beperk sal wees tot die markwaarde van die goedere, of tot sodanige hoér aangegewe waarde per kilogram massa, welke bedrag ook al die minste is, mits sodanige persoon tydens oorhandiging van die goedere aan die Administrasie, as vergoeding vir die groter risiko, benewens die normale spoorvrag, die toepaslike premie betaal soos in die *Offisiële Spoorwegtariefboek* voorgeskryf.

(b) Die Administrasie kan die inhoud van enige houer waarvoor ingevolge paragraaf (a) 'n groter risiko aanvaar word, ondersoek en vir hierdie doel moet die afsender alle sodanige houers op sy eie koste oopmaak en weer toemaak, as 'n dienaar dit vereis.

(c) Wanneer 'n premie ingevolge paragraaf (a) betaal is, bring die Administrasie 'n gepaste endossement op die vragbrief aan."

Regulasie 66

Vervang hierdie regulasie deur die volgende:

Wyse waarop eise teen die Administrasie ingestel moet word

„66. (a) Wanneer 'n eis ingevolge artikel 64 (3) (a), (b), (c), (d), (e) of (f) van die Wet teen die Administrasie ingestel word, moet dit op die toepaslike vorm soos in paragraaf (f) uiteengesit, hetsy per hand of per pos, by die Administrasie ingedien word.

(b) Wanneer 'n eis vir die beskadiging van 'n besending goedere, die beskadiging van 'n gedeelte van 'n besending goedere, die verlies van 'n gedeelte van 'n besending goedere of die vertraging van 'n besending goedere ingevolge paragraaf (a) ingestel word, moet die geadresseerde se afskrif van die afleweringsbrief wat op die eis betrekking het, of 'n fotostaat daarvan, aan die vorm waarop die eis ingedien word, geheg word.

(c) Wanneer 'n eis vir die verlies van 'n hele besending goedere ingevolge paragraaf (a) ingestel word, moet 'n afskrif van die vragbrief wat op die eis betrekking het, of 'n fotostaat daarvan, aan die vorm waarop die eis ingedien word, geheg word.

(d) Dokumentêre bewys ter stawing van die markwaarde of die bergingswaarde, na gelang van die geval, van die goedere ten opsigte waarvan geëis word, of kwotasies ter stawing van herstelkoste wat geëis word, moet geheg word aan alle eise bedoel in paragrawe (b) en (c) tydens indiening daarvan.

(e) As die omvang van die skade of enige ander inligting of stuk op die datum waarop die eis kragtens artikel 64 van die Wet ingestel moet word, nog nie bekend of beskikbaar is nie, moet die vorm waarop die eis ingedien word toepaslik geëndosseer en die eis binne die voorgeskrewe tydperk ingestel word: Met dien verstande dat die uitstaande inligting of stukke so spoedig moontlik nadat dit beskikbaar is, ingedien moet word.

(ii) in the case of livestock, an amount of two rand per kilogram, calculated on the gross mass of the livestock,

the person tendering the goods to the Administration for transport, may request the Administration to increase its liability per kilogram mass to such higher value per kilogram mass as declared by that person, in which case the liability of the Administration in respect of damage to, loss or delay of such goods shall, in terms of regulation 64, be limited to the market value of the goods or to such higher declared value per kilogram mass, whichever amount is the lesser, provided that such person when he tendered the goods to the Administration shall have paid over and above the normal railage, as compensation for the greater risk, the relevant premium prescribed in the *Official Railway Tariff Book*.

(b) The Administration may examine the contents of any container for which a greater risk is accepted in terms of paragraph (a), and for this purpose all such containers shall be opened and refastened by the consignor at his own expense, if so required by a servant.

(c) When a premium has been paid in terms of paragraph (a), the Administration will make a suitable endorsement on the consignment note."

Regulation 66

Substitute the following for this regulation:

Manner in which claims shall be lodged against the Administration

“66. (a) When a claim is lodged against the Administration in terms of section 64 (3) (a), (b), (c), (d), (e) or (f) of the Act, it shall be submitted either by hand or by post to the Administration on the appropriate form as set out in paragraph (f).

(b) When a claim is lodged in terms of paragraph (a) for the damage to a consignment of goods, the damage to part of a consignment of goods, the loss of part of a consignment of goods or the delay of a consignment of goods, the consignee's copy of the delivery note relating to the claim or a photostat thereof, shall be attached to the form on which the claim is submitted.

(c) When a claim for the loss of a full consignment of goods is lodged in terms of paragraph (a), a copy of the consignment note relating to the claim, or a photostat thereof, shall be attached to the form on which the claim is submitted.

(d) Documentary evidence in support of the market value or the salvage, as the case may be, of the goods in respect of which a claim is made, or quotations in support of cost of repairs claimed, shall be attached to all claims referred to in paragraph (b) and (c) when the claims are submitted.

(e) If the extent of the damage or any other information or papers is unknown or unavailable on the date on which the claim has to be lodged in terms of section 64 of the Act, the form on which the claim is submitted shall be endorsed appropriately and the claim shall be lodged within the prescribed period: Provided that the outstanding information or papers shall be submitted as soon as possible after becoming available.

(f) Eise moet op die toepaslike vorm soos hieronder aangedui, by die Administrasie ingedien word —

(i) Eise vir besering of dood van persone (behalwe eise ingevolge die Wet op Verpligte Motorvoertuigversekering, 1972) asook vir enige eiendom wat in dieselfde voorval waarin die persone beseer of gedood is, vernietig of beskadig is: Bylae 1;

(ii) eise vir skade aan eiendom weens brande ingevolge artikel 69 of 70 van die Wet: Bylae 2;

(iii) eise vir besering, dood, verlies of vertraging van lewende hawe: Bylae 3;

(iv) eise vir beskadiging, verlies of vertraging van gevaaarlike goedere: Bylae 4;

(v) eise vir beskadiging, vernietiging of verlies van vraghouers (met die uitsondering van die inhoud): Bylae 5;

(vi) eise vir beskadiging, verlies of vertraging van goedere (behalwe gevaaarlike goedere en lewende hawe) in deurvoer, waar die bedrag wat geëis word meer as R50 bedra: Bylae 6;

(vii) eise vir beskadiging, verlies of vertraging van goedere (behalwe gevaaarlike goedere en lewende hawe) in deurvoer, waar die bedrag wat geëis word nie meer as R50 bedra nie: Bylae 7;

Regulasies 67 tot en met 75 en 103

Skrap hierdie regulasies.

Regulasie 108

Vervang hierdie regulasie deur die volgende:

Merk en adresseer van goedere

„108. Die Administrasie kan weier om goedere vir vervoer aan te neem wat nie gemerk of geadresseer is nie volgens die voorskrifte wat van tyd tot tyd deur die Administrasie uitgereik word: Met dien verstande dat indien die Administrasie wel sodanige goedere vir vervoer aanneem, die Administrasie nie aanspreeklik is vir skadevergoeding ten opsigte van die verlies of vertraging van sodanige goedere nie.”

Regulasie 109

Wysig hierdie regulasie deur paragraaf (a) deur die volgende te vervang:

„(a) Die Administrasie kan vereistes in die *Offisiële Spoerwegtariefboek* voorskryf insake die wyse waarop enige klas goedere vir vervoer verpak moet wees, en as sodanige vereistes voorgeskryf is in verband met 'n besondere klas goedere, kan die Administrasie weier om goedere van daardie klas vir vervoer aan te neem tensy dit ooreenkomsdig sodanige vereistes verpak is. Goedere wat vir vervoer aangeneem word waarvoor die Administrasie nie verpakkingsvereistes of laaipatrone voorgeskryf het nie of wat, alhoewel daar verpakkingsvereistes of laaipatrone voorgeskryf is, nie volgens die voorgeskrewe wyse verpak of gelai is nie, sal slegs op eienaarsrisiko vervoer word.”

Regulasie 110

Vervang hierdie regulasie deur die volgende:

Gevaarlike goedere

„110. Die Administrasie kan gevaaarlike goedere wat ooreenkomsdig die vereistes voorgeskryf in die *Offisiële Spoerwegtariefboek*, verpak, gemerk, geëtiketteer en verklaar is, vir vervoer aanneem: Met dien verstande dat sodanige vervoer slegs op eienaarsrisiko onderneem word: Met dien

(f) Claims shall be submitted to the Administration on the appropriate form as indicated below—

(i) claims for the injury or death of persons (except claims in terms of the Compulsory Motor Vehicle Insurance Act, 1972) as well as for any property destroyed or damaged in the same incident in which the persons were injured or fatally injured: Schedule 1;

(ii) claims for damage to property as a result of fires in terms of section 69 or 70 of the Act: Schedule 2;

(iii) claims for the injury, death, loss or delay of livestock: Schedule 3;

(iv) claims for damage to, loss or delay of dangerous goods: Schedule 4;

(v) claims for damage to, destruction or loss of freight containers (excluding the contents): Schedule 5;

(vi) claims for damage to, loss or delay of goods (other than dangerous goods and livestock) in transit, where the amount claimed exceeds R50: Schedule 6;

(vii) claims for damage to, or loss or delay of goods (other than dangerous goods and livestock) in transit, where the amount claimed does not exceed R50: Schedule 7.”

Regulations 67 to 75 inclusive, and 103

Delete these regulations.

Regulation 108

Substitute the following for this regulation:

Marking and addressing of goods

“108. The Administration may refuse to accept for transport goods not marked or labelled in accordance with the instructions issued from time to time by the Administration: Provided that if the Administration should accept such goods for transport, the Administration shall not be liable for compensation in respect of the loss or delay of such goods.”

Regulation 109

Amend this regulation by the substitution of the following for paragraph (a):

“(a) The Administration may prescribe in the *Official Railway Tariff Book* requirements as to the manner in which any class of goods shall be packed for transport and, if any such requirements have been prescribed in relation to a particular class of goods, the Administration may refuse to accept for transport goods belonging to that class unless they are packed in accordance with such requirements. Goods accepted for transport for which the Administration has not prescribed packing requirements or loading patterns, or which, although packing requirements or loading patterns have been prescribed, have not been packed or loaded in the prescribed manner, shall be transported at owner's risk only.”

Regulation 110

Substitute the following for this regulation:

Dangerous goods

“110. The Administration may accept for transport dangerous goods packed, marked, labelled and declared in accordance with the requirements prescribed in the *Official Railway Tariff Book*: Provided that such transport shall only be undertaken at owner's risk: Provided

verstande voorts dat indien gevaaarlike goedere wat nie ooreenkomsdig die vereistes voorgeskryf in die *Offisiële Spoerwegtariefboek* verpak, gemerk, geëtiketteer of verklaar is nie, vir vervoer aangeneem word en sodanige goedere skade aan die eiendom van die Administrasie of van derde partye veroorsaak, die afsender van sodanige goedere aanspreeklik is om sodanige verlies aan die Administrasie te vergoed."

Regulasie 129

Vervang hierdie regulasie deur die volgende:

Bestelvoertuie nie verplig om private persele binne te gaan nie

„129. Die bestuurders van bestelvoertuie van die Administrasie of van sy aannemers is nie verplig om sulke voertuie tot op die persele van 'n afsender, geadresseerde of ontvanger van goedere, na gelang van die geval, te neem nie.”

Regulasie 131.

Wysig hierdie regulasie deur subparagraph (i) van paraagraaf (a) deur die volgende te vervang:

„(i) Daar word beskou dat die aflewering van goedere deur die Administrasie voltooi is en dat die aanspreeklikheid van die Administrasie ophou op daardie tydstip waarop die voertuig waarmee die goedere vervoer word, op 'n openbare pad tot voor die regte ingang na die geadresseerde se persele gebring en die sleepwa afgehaak word of, indien die sleepwa nie afgehaak word nie, die goedere op die kant van die voertuig geplaas word op so 'n wyse dat dit redelik gerieflik vir die geadresseerde is om dit af te laai: Met dien verstande dat die bestuurder van die bestelvoertuig na goeddunke die voertuig of sleepwa tot op die persele van die geadresseerde kan bring: Met dien verstande voorts dat indien die geadresseerde se persele egter moeilik bereikbaar is met die soort voertuig waarmee die goedere vervoer word of nie aan 'n openbare pad geleë is nie, daar beskou word dat aflewering van die goedere voltooi is wanneer die voertuig tot op die naaste plek aan die ingang na die geadresseerde se persele gebring is wat redelik bereikbaar is op 'n gesikte gemacadamiseerde pad teen 'n redelike helling, en die sleepwa afgehaak is of die goedere op die kant van die voertuig geplaas is soos hierbo bepaal.”

Regulasie 145

Skrap hierdie regulasie.

Regulasie 189

Wysig hierdie regulasie—

(a) deur paragraaf (b) deur die volgende paragraaf te vervang:

„(b) Verkeer na of van private slyne word op eienaarsrisiko vervoer: Met dien verstande dat—

(i) as verpakkingsvereistes vir goedere voorgeskryf is en daardie vereistes nagekom is;

(ii) as die goedere onder bevoegde toesig gelaai is ooreenkomsdig 'n patroon wat deur die Administrasie goedgekeur of voorgeskryf is; en

(iii) as die goedere volgens die oordeel van die Administrasie behoorlik gestu is.

die Administrasie aanspreeklik sal wees vir enige skade aan sodanige goedere wat deur nalatigheid aan die kant van die Administrasie of sy dienare veroorsaak is.”

(b) deur paragraaf (c) te skrap.

further that if dangerous goods that are not packed, marked, labelled or declared in accordance with the requirements prescribed in the *Official Railway Tariff Book*, are accepted for transport and such goods shall cause damage to the property of the Administration or third parties, the consignor of such goods shall be liable to compensate the Administration for such loss.”

Regulation 129

Substitute the following for this regulation:

Cartage vehicles not obliged to enter private premises

“129. The drivers of cartage vehicles of the Administration, or of its contractors, shall not be bound to take such vehicles into the premises of a consignor, consignee or receiver of goods, as the case may be.”

Regulation 131

Amend this regulation by the substitution of the following for sub-paragraph (i) of paragraph (a):

“(i) The delivery of goods by the Administration shall be deemed to have been completed and the liability of the Administration shall cease at that point in time when the vehicle conveying the goods is brought to the appropriate entrance to the consignee's premises on a public road and the trailer is uncoupled, or, if the trailer is not uncoupled, the goods are placed on the side of the vehicle in a manner reasonably convenient for the consignee to offload: Provided that the driver of the cartage vehicle may in his discretion take the vehicle or trailer into the premises of the consignee: Provided further that if the consignee's premises are difficult to approach with the type of vehicle conveying the goods or are not situated on a public road, delivery of the goods shall be deemed to have been completed when the vehicle is brought to the nearest point to the entrance to the consignee's premises which is readily approachable on a suitably macadamised road on a reasonable gradient, and the trailer has been uncoupled or the goods have been placed on the side of the vehicle as provided above.”

Regulation 145

Delete this regulation.

Regulation 189

Amend this regulation—

(a) by the substitution for paragraph (b) of the following paragraph:

“(b) Traffic to or from private sidings is conveyed at owner's risk: Provided that—

(i) if packing requirements have been prescribed for goods and those requirements have been complied with;

(ii) if the goods were loaded under competent supervision in accordance with a pattern approved or prescribed by the Administration; and

(iii) if in the opinion of the Administration the goods were properly Dunnaged.

the Administration shall be liable for any damage to such goods caused by negligence on the part of the Administration or its servants.”

(b) by the deletion of paragraph (c).

DEPARTMENTAL USE ONLY



SCHEDULE 1

Persons: Death or Injury

N.B. PLEASE READ REMARKS BELOW

RAILWAY DATE STAMP

**CLAIM FOR DAMAGES
AND MEDICAL REPORT IN RESPECT OF PERSONAL INJURY OR DEATH
IN TERMS OF SECTION 64(3) OF THE
RAILWAYS AND HARBOURS CONTROL AND MANAGEMENT
(CONSOLIDATION) ACT, 1957 (ACT NO. 70 OF 1957)**

NOTES

- (i) A separate form in respect of each person or deceased person for whose injury or death damages are claimed, must be completed and handed in at the General Manager's Office, a System Manager's Office or a Station Master, or posted to: The General Manager, S.A. Railways and Harbours, Central Claims Office, Private Bag X47, Johannesburg, 2134.
- (ii) Claims for damages in terms of the Compulsory Motor Vehicle Insurance Act, 1972 (Act No. 56 of 1972), on the form (MVA 13) prescribed in that Act must be handed in at the General Manager's Office, a System Manager's Office, or a Station Master, or posted to: The General Manager, S.A. Railways and Harbours, Central Claims Office, Private Bag X47, Johannesburg, 2134.
- (iii) A clear reply must be given to each question and if a question is not applicable to the claim, the words "not applicable" or the abbreviation "NA" must be inserted.
- (iv) Section ONE must be completed by each claimant, together with one of the other relevant Sections, i.e. SECTION TWO, THREE, FOUR or FIVE.
- (v) The medical report must be completed in detail as far as possible.
- (vi) Claims forms are available free of charge in English and Afrikaans at any STATION MASTER or CLAIMS OFFICE.

SECTION ONE**A. PARTICULARS OF CLAIMANT:—**

1. Surname.....
2. First names
3. Residential address
-
-
4. Postal address
5. Telephone number
6. Identity number
7. Sex
8. Race (state whether White, Asian, Coloured or Black).....

B. IF THE CLAIMANT IS CLAIMING DAMAGES ON BEHALF OF A PERSON OR PERSONS OTHER THAN HIMSELF/HERSELF, STATE:—

1. Capacity in which claimant is acting.....
2. Name and address of person/s on whose behalf damages are being claimed
.....
.....
.....
.....
.....
3. Identity number/s of such person/s
4. Relationship of claimant to such person/s

C. PARTICULARS OF PERSON IN RESPECT OF WHOSE BODILY INJURY OR DEATH DAMAGES ARE BEING CLAIMED:—

1. Surname.....
2. First names
3. Residential address
-
4. Postal address
-
5. Sex

6. Race (state whether White, Asian, Coloured or Black).....

7. Date of birth (copy of birth certificate must be attached).....

8. Identity number

9. Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated)

10. If married, state whether in or out of community of property or by indigenous law (copy of marriage certificate must be attached, if he/she is deceased).....

11. Business or occupation.....

12. Name and address of employer at time of accident and period in his employ (if more than one employer state names and addresses of all)

.....
.....
.....

13. Was he/she injured or fatally injured in the course of his/her employment? YES NO
(Place a cross in the appropriate block.)

14. If he/she was injured or fatally injured in the course of his/her employment, state:—

(i) Is claimant entitled to compensation in terms of the Workmen's Compensation Act, 1941 (Act No. 30 of 1941)?

YES NO (Place a cross in the appropriate block.)

(ii) If YES, state whether the Workmen's Compensation Commissioner or his/her employer, as the case may be, has been notified that a claim has been/is being lodged against the Administration?

YES NO (Place a cross in the appropriate block.)

(iii) If YES, give date and particulars of such notification, and by whom given.

.....
.....
.....

(iv) If the claimant has already been compensated in terms of the Workmen's Compensation Act, 1941, state amount received R..... and Workmen's Compensation Commissioner's reference.....

15. Is claimant entitled to recover, or has claimant already recovered any amount from any other source (e.g. employer, medical aid society, or fund)? YES NO (Place a cross in the appropriate block.)

16. If YES, give full details and quote appropriate reference

.....
.....

17. Was he/she suffering from any physical defects or infirmities immediately prior to the accident?

YES NO (Place a cross in the appropriate block.)

18. If YES, give details

.....
.....

19. Name and address of family doctor (if any).....

.....

20. Names and addresses of all medical practitioners who treated him/her after the accident

.....
.....
.....

21. Hospital or nursing home or other place where he/she received treatment after the accident

.....
and period as —

- (i) in-patient (from to)
and/or
(ii) out-patient (from to)

22. State his/her income for the twelve months immediately preceding the accident:—

- (i) From employment : R.....
(ii) From any other source (give details) : R.....

..... Total : R.....

(Documentary evidence of income must be attached, e.g. pay-vouchers or income tax assessments.)

23. If he/she was fatally injured, state:—

- (i) Place where death occurred.....
(ii) Date of death.....
(iii) Has an inquest been held? (YES or NO).....
(iv) If YES, state: Court.....
Date.....
Reference number.....
(v) Names and addresses of all dependants of the deceased (whether or not damages are being claimed on their behalf).....
.....
.....

- (vi) Name and address of the executor of the deceased's estate
.....
.....

D. IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS FATALLY INJURED AND DAMAGES ARE CLAIMED BY OR ON BEHALF OF DEPENDANTS OF THAT PERSON, THE FOLLOWING INFORMATION IN RESPECT OF EACH SUCH DEPENDANT IS REQUIRED:

(If damages are claimed by or on behalf of more than one dependant, the information required by this paragraph on behalf of each dependant should be set out on a separate statement and attached to this form.)

1. Surname.....

2. First names

3. Residential address

.....

4. Postal address.....
.....
.....

5. Sex.....

6. Race (state whether White, Asian, Coloured or Black).....

7. Date of birth.....(copy of birth certificate must be attached).

8. Identity number.....

9. Relationship to deceased

10. Marital status at date of accident (state whether never married, married, divorced, widowed or legally separated)

.....

11. If married, state whether married in or out of community of property, or by indigenous law (copy of marriage certificate must be attached)

.....

12. Business or occupation.....

13. Name and address of employer at date of accident, and period in his employ (if more than one employer, state names and addresses of all)

.....

.....

.....

14. (i) Does he/she at present suffer from any disease, physical defect or infirmity? YES NO

(ii) Was he/she suffering from any disease, physical defect or infirmity? YES NO
(Place a cross in the appropriate block.)

15. If YES, give full particulars

.....

16. State his/her income for the twelve months immediately preceding the accident:—

(i) From employment : R.....

(ii) From any other source (give details) : R.....

.....

.....

Total : R.....

(Documentary evidence of income must be attached, e.g. pay-vouchers or income tax assessments.)

17. Details and amount of any inheritance or any other benefits received from the estate of the deceased, or accruing from any other source as a result of the death of the deceased, other than insurance and/or pension moneys

.....

.....

E. DAMAGES CLAIMED:-

Precise details must be given in respect of each of the following items, and supported by vouchers where applicable. (If necessary the information required by this section may be set out on a separate statement, duly signed and attached to this form.)

Hospital expenses	:	R.....
Medical expenses	:	R.....
Estimated future medical expenses	:	R.....
Loss of earnings (from date of accident to date hereof)	:	R.....
~ Estimated future loss of earnings	:	R.....
General damages (specify whether for pain and suffering, loss of amenities, etc)	:	R.....
.....		
.....		
.....		
.....		
Total :		<u>R.....</u>

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthis.....

day of....., 19.....

As witnesses:

1.
2.

SIGNATURE

SECTION TWO

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED WHILST HE/SHE WAS TRAVELLING AS A PASSENGER BY RAIL.

1. Date and time of accident or incident.....

2. Where did the accident or incident occur? (e.g. between Johannesburg Station and Braamfontein Station)

.....
.....

3. He/she was a passenger on train numberand travelled
fromto

4. Was he/she in possession of a valid train ticket? YES NO FREE PASS
(Place a cross in the appropriate block.)

5. If YES, furnish particulars.....

6. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form, after it has been duly signed.)

.....
.....
.....
.....
.....
.....

7. In the event of fatal injury was he/she fatally injured at the time of the accident or incident?

YES NO (Place a cross in the appropriate block.)

8. If NO, when and where did death occur?.....

I hereby declare that to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthis.....day of

19.....

As witnesses:

1.

2.

SIGNATURE

SECTION THREE

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED BY A TRAIN AT A LEVEL CROSSING OR ON A RAILWAY LINE.

1. Date and time of accident or incident.....

2. Describe in full where the accident or incident occurred

.....
.....
.....
.....

3. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form after it has been duly signed.)

.....
.....
.....

4. In the event of fatal injury was he/she fatally injured at the time of the accident or incident? YES NO
(Place a cross in the appropriate block.)

5. If NO, when and where did death occur?

.....
.....
.....

6. In the event of a collision between a vehicle and a train at a level crossing, furnish:—

(i) Registration code and number of vehicle.....

(ii) Name and address of owner of vehicle at the time of the accident
.....
.....
.....
.....

(iii) Name and address of driver of vehicle at the time of the accident
.....
.....
.....
.....

(iv) Third party token/insurance declaration number.....

(v) Name of third party insurer.....

(vi) Names and addresses of all other occupants of the vehicle

.....
.....
.....
.....
.....
.....

7. If compensation is also claimed in respect of damage to property (e.g. vehicle in collision with train), furnish:—

(i) Detailed description of damaged property (in the case of a vehicle, registration code and number, make, year of manufacture and type of vehicle must be furnished in full).

.....
.....
.....
.....
.....
.....

(ii) Market value of property prior to damage : R

(iii) Cost of repairs to damaged property, if repairable : R

(iv) Scrap value of damaged property, if irreparable : R

(Documentary evidence to substantiate the cost of repairs or scrap value must be attached.)

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthis.....day of

19.....

As witnesses:

1.....

2.....

SIGNATURE

SECTION FOUR

THIS SECTION MUST BE COMPLETED ONLY IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED WAS INJURED OR FATALLY INJURED WHILST A PASSENGER IN A ROAD TRANSPORT VEHICLE OF THE ADMINISTRATION, AND A FURTHER CLAIM, OVER AND ABOVE THE CLAIM FOR DAMAGES IN TERMS OF THE COMPULSORY MOTOR VEHICLE INSURANCE ACT, 1972 (ACT NO. 56 OF 1972), IS BEING LODGED WITH THE ADMINISTRATION.

1. Date and time of accident or incident.....

2. Place where accident or incident occurred.....

3. Particulars of Administration's vehicle involved in accident:

(i) Registration code and number

(ii) Type of vehicle.....

4. Has a claim in terms of the Compulsory Motor Vehicle Insurance Act, 1972, been preferred against the Administration?

YES NO (Place a cross in the appropriate block.)

5. If YES, on what date, and by whom was the claim preferred, and what is the Administration's reference?

.....

6. Have any moneys in terms of the Compulsory Motor Vehicle Insurance Act, 1972, been paid to claimant?

YES NO (Place a cross in the appropriate block.)

7. If YES, what amount was paid? R.....

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed at this day of

..... 19

As witnesses:

1.

2.

SIGNATURE

SECTION FIVE

THIS SECTION MUST BE COMPLETED IF THE PERSON IN RESPECT OF WHOM DAMAGES ARE CLAIMED, WAS INJURED OR FATALLY INJURED BY THE ADMINISTRATION IN CIRCUMSTANCES WHICH DO NOT FALL UNDER SECTIONS TWO, THREE OR FOUR.

1. Date and time of accident or incident.....

2. Describe in full where the accident or incident occurred.....
.....
.....
.....
.....
.....
.....

3. Give a full account of the accident or incident that gave rise to this claim. (If necessary the information required here can be furnished on a separate statement and attached to this form after it has been duly signed.)
.....
.....
.....
.....
.....
.....
.....
.....

4. In the event of fatal injury, was he/she fatally injured at the time of the accident or incident?

YES NO (Place a cross in the appropriate block.)

5. If NO, when and where did death occur?.....
.....
.....

I hereby declare that, to the best of my knowledge and belief, all the information contained in this form is true and correct.

Signed atthisday of

.....19.....

As witnesses:

1.

2.

SIGNATURE

MEDICAL REPORT

THIS REPORT MUST BE COMPLETED BY THE MEDICAL PRACTITIONER WHO TREATED THE DECEASED OR INJURED PERSON FOR THE BODILY INJURIES SUSTAINED BY HIM/HER IN THE INCIDENT THAT GAVE RISE TO THIS CLAIM, OR BY THE SUPERINTENDENT (OR HIS REPRESENTATIVE) OF THE HOSPITAL IN WHICH THE DECEASED OR INJURED PERSON WAS TREATED FOR SUCH BODILY INJURIES.

(Where blocks are provided for the purpose of a reply to a question, place a cross in the appropriate block.)

1. Are you satisfied that the person to whom this report relates is the person named in paragraph C of section one of the

claims form? YES NO

2. Date when you first saw him/her after the accident

3. Did you treat him/her at any time before the accident? YES NO

If YES, give date of last such treatment and nature of ailment

4. Are the injuries : MINOR? MODERATELY SEVERE? SEVERE?

5. Indicate the parts of the body injured :

HEAD CHEST NECK ABDOMEN BACK UPPER LIMBS

LOWER LIMBS PELVIS

6. (a) Give full details of the nature of the injuries and any complications (e.g. fractured ribs with haemothorax, compound fracture left tibia, disfigurement, etc.)

..... and

(b) state treatment given to date.....

7. Is it expected that the person will be permanently disabled? YES NO

If YES, give full details.....

If NO, has his/her condition become stabilized?.....

8. Is specialist treatment being given? YES NO

If YES, give name and address of specialist.....

9. Give full details of nature and expected duration of any future treatment.....

10. Have the injuries aggravated any pre-existing pathological condition? YES NO

11. Has any such pre-existing pathological condition been aggravated by effects of trauma? YES NO

12. If the answer to either 10 or 11 above is YES, give full details.....

13. Has there been any confinement of the person to hospital/nursing home? YES NO

If YES, state name and address of hospital/nursing home and date when discharged, or when discharge is expected

14. If he/she was in employment at date of accident, state date when return to employment is expected.....

15. Where there has been a fatal termination, indicate:-

(a) Date of death..... (b) Cause.....

(c) Did any pre-existing pathological condition contribute to death? YES NO

(d) If YES, give full details.....

Name of Medical Practitioner Address

Signature

Qualifications

Date

DEPARTMENTAL USE ONLY



SCHEDULE 2

Grassfires

RAILWAY DATE STAMP

**CLAIM FOR COMPENSATION IN RESPECT OF DAMAGE TO OR DESTRUCTION OF PROPERTY BY FIRE CAUSED BY A BURNING
OBJECT EMANATING FROM A RAILWAY LOCOMOTIVE OR A RAILWAY TRAIN**

Sections 69 and 70 of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957)

REMARKS

1. This form need not be completed in duplicate, and may be handed in at any Station Master's or System Manager's office, or the General Manager's Central Claims Office, or posted to —

The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
 2. This form must be filled in as completely as possible and lodged within the prescribed period as provided by section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
 3. All claims must, wherever possible, be accompanied by documentary evidence in support of the amount claimed.
 4. If basic information and/or documents are not available within the period in which the claim must be lodged, or if the amount of the claim cannot yet be calculated, the claims form must be endorsed accordingly, filled in as completely as possible and submitted, in which case the claim will be registered pending receipt of the necessary information and/or documents.
 5. Claims forms are available free of charge in English and Afrikaans at any STATION MASTER or CLAIMS OFFICE.

SECTION ONE

1. PARTICULARS OF CLAIMANT

*Surname Residential or Postal
Initials business address address

2. PARTICULARS OF PARTIES

OWNER OF PROPERTY

OCCUPIER OF PROPERTY

*Surname
Initials
Address

*Surname
Initials
Address

*No abbreviations may be used, and in the case of a company, the full registered name of the company must be filled in.

3. PARTICULARS OF PROPERTY

Name and full description of property.....
.....

Size of property.....

Town/city/municipal area/magisterial district in which property is situated:.....

SECTION TWO

1. PARTICULARS OF FIRE

(a) Date and time of fire: Date
Time

(b) Point where fire originated:

Between station and station
at kilometre point

(c) Fire started on claimant's property */started on railway property and spread to claimant's property */spread from adjoining property (not railway property) to claimant's property.* (*Delete whichever is not applicable)

(d) Give a short description how the fire originated

.....
.....
.....
.....
.....
.....
.....
.....
.....

(e) How, where and when was the fire extinguished?

.....
.....
.....

2. PARTICULARS OF FIRE DAMAGE

Give a full description of the extent of the fire damage

.....
.....
.....
.....
.....

SECTION THREE

1. PARTICULARS OF FIREBREAKS

- (a) Has claimant/owner/occupier entered into a firebreak agreement with the Administration?

YES **NO**

- (b) If YES, give full particulars of the agreement.....

(c) Was any firebreak made between the railway line and the property in respect of which the claim is preferred?

YES NO

- (d) If YES, give particulars of firebreak (e.g. when was the firebreak made, how wide is the firebreak, distance from the centre line of the railway line, in what condition was the firebreak before the fire, was there any combustible material on firebreak, etc.)

(e) Does any natural firebreak exist between the railway line and the property, e.g. road, river, etc.

YES **NO**

- (f) If YES, give particulars similar to those in (d)

(g) Are there any natural or made firebreaks between the lands or camps on the property, or between the property and adjoining property. YES NO

- (h) If YES, give particulars.....

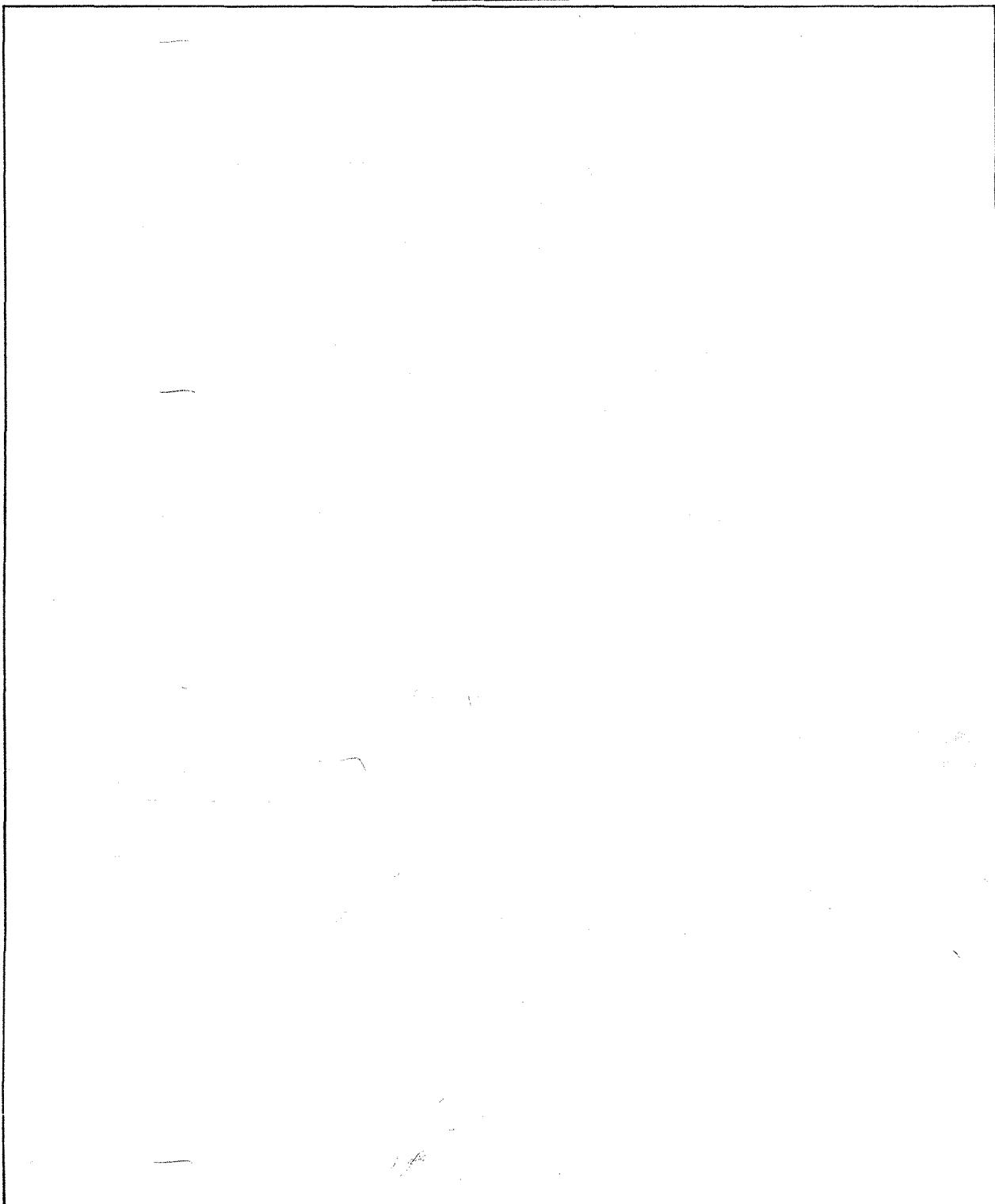
SECTION FOUR

PARTICULARS OF CLAIM

(specify and describe fully)

SECTION FIVE

Draw a rough sketch-map of the property with a clear indication of the area damaged by the fire. Endeavour to furnish as much particulars as possible on the sketch-map, e.g. the position of the railway line, any firebreaks, camps, cultivated lands, fences, buildings, etc. Clearly indicate NORTH, and if the wind was blowing on the day of the fire, indicate the direction and force thereof.

SKETCH-MAP

CLAIMANT'S REFERENCE (IF ANY)

SIGNATURE OF CLAIMANT

DATE:

DEPARTMENTAL USE ONLY



Livestock

N.B. PLEASE READ REMARKS OVERLEAF

SCHEDULE 3

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT -

SURNAME AND INITIALS *

Telephone No. RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS -

CONSIGNOR: SURNAME *

CONSIGNEE: SURNAME *

INITIALS

INITIALS

ADDRESS

ADDRESS

FORWARDING STATION

RECEIVING STATION

DATE FORWARDED

TIME

DATE RECEIVED

TIME

DELIVERY NOTE NO.

*Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM -

The claim is in respect of -

DEATH INJURY DELAY SHORTAGE LOSS

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS - Give a short description of the nature and extent of the loss suffered.

5. PARTICULARS OF CLAIM -		Mass in kilogram	State whether animal/bird was killed, injured, lost or delayed	Market value before animal/bird was killed, injured, lost or delayed	Market value after animal/bird was killed, injured, lost or delayed	Amount of claim R c
				R R R R R	R R R R R	Total
COLUMNS 6 TO 7: LIVESTOCK KILLED/INJURED/LOST/DELAYED IN TRANSIT		7.2 Who checked the consignment?		9.2 Who was notified of the accident and when?		
6. Where was the livestock killed, injured, lost or delayed? Kraal at forwarding station Kraal at receiving station In transit During loading/offloading		At forwarding station: CONSIGNOR <input type="checkbox"/> SAR ADM. <input type="checkbox"/> At receiving station: CONSIGNEE <input type="checkbox"/> SAR ADM. <input type="checkbox"/>		9.3 How were the injured animals or carcases disposed of? SOLD <input type="checkbox"/> PROCEEDS R : c DESTROYED <input type="checkbox"/> BURIED <input type="checkbox"/>		
		8. Cause of death or injury Killed/injured by train Killed/injured by SAR road transport vehicle		10. Is the railway line fenced? YES <input type="checkbox"/> NO <input type="checkbox"/>		
7. Was the livestock fed and watered before despatch? YES <input type="checkbox"/> NO <input type="checkbox"/> Was the livestock to be fed and watered en route? YES <input type="checkbox"/> NO <input type="checkbox"/>		9. Date of accident _____		11. Condition of fences? Good <input type="checkbox"/> Average <input type="checkbox"/> Poor <input type="checkbox"/>		
7.1 Was a premium for higher risk paid? YES <input type="checkbox"/> NO <input type="checkbox"/>		9.1 Place: Between _____ and _____ at kilometre point _____		12. Was a herdsman in charge of the animals at time of accident? YES <input type="checkbox"/> NO <input type="checkbox"/> 12.1 How did the animals gain access to track?		

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of injury, death, shortage or delay of livestock accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE

FOR DEPARTMENTAL USE ONLY																								
Disposal	<input type="checkbox"/> 01	<input type="checkbox"/> 02	R _____ : c	Reference _____																				
(mark with an X. 01-pay 02-decline)																								
Was a premium for higher risk paid? YES <input type="checkbox"/> NO <input type="checkbox"/>																								
Remarks: _____ _____																								
Consignor _____			Consignee _____																					
Forwarding Station No. _____			Receiving Station No. _____		Transhipping Station No. _____																			
Invoice No. _____ Date _____																								
Cause of claim	Theft	Shortage	Death	Injury	Delay																			
	1	2	3	4	5																			
	6																							
Reason for claim (Code No.) + <input type="text"/>																								
Place where claim originated	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99				
Commodity (Claims item) No. <input type="text"/>			Commodity Code No. <input type="text"/>																					
*mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.																								
LOCAL ACCOUNTANT:																								
Pay _____																								
The amount of (R		c)		Rand _____ cents																				
Voucher No. _____		Date _____		Compensation Account No. _____																				
Approved _____ for GENERAL MANAGER																								

DEPARTMENTAL USE ONLY

SAR  CLAIMS

SCHEDULE 4

Dangerous Goods

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT -

SURNAME AND INITIALS*	
Telephone No.	RESIDENTIAL OR BUSINESS ADDRESS
POSTAL ADDRESS	

2. PARTICULARS OF PARTIES AND STATIONS -

CONSIGNOR: SURNAME *	CONSIGNEE: SURNAME *
INITIALS	INITIALS
ADDRESS	ADDRESS
FORWARDING STATION	RECEIVING STATION
DATE FORWARDED	TIME
DATE RECEIVED	
TIME	
DELIVERY NOTE NO.	

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM -

The claim is in respect of — PILFERAGE/THEFT SHORTAGE WET OTHER DAMAGE DELAY MISCELLANEOUS
N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS — Give a short description of the nature and extent of the loss suffered.

5. PARTICULARS OF CLAIM — Description of the item damaged, lost or delayed	Mass in kilogram	State whether damaged, lost or delayed	Market value of item before damage, loss or delay	Market value of item after damage or delay	Amount of claim R c
			R R R R	R R R R	

6. NATURE OF PACKING —	CASE —	DRUM —	Metal Wood Fibreboard Plastic Other	(c) Metal/Plastic drums (i) Gauge of metal (ii) Date of manufacture	Dangerous when wet Oxidizing agent Organic peroxide Poison Radioactive Corrosive No label
CRATE —	Wooden Plastic Metal Other	BUNDLED AND TIED WITH — Metal strapping Plastic strapping Twine Wire Other		(iii) Type of drum Open head Tight head	9. Was a "Consignment Note and Declaration for Explosives and other Dangerous Goods" or "Landing, Delivery and Forwarding Order and Declaration for Explosives and other Dangerous Goods" used? YES <input type="checkbox"/> NO <input type="checkbox"/>
WOODEN CASK BAG —	Paper Jute/hessian Cotton/linen Plastic Woven plastic	BALED AND COVERED WITH — Paper Plastic Jute/hessian Paper, plastic and jute/hessian Other		(iv) Method of closure Closing ring Lid with extended lugs with closing ring Threaded	9.1 Is/are the outer container/s conspicuously marked with the name of the contents? YES <input type="checkbox"/> NO <input type="checkbox"/>
CORRUGATED BOARD BOX CLOSED WITH	— Tape Staples Glue Other	6.1 Packing used is — New Second-hand		8. Cautionary labels on container/s	10. Does the packing comply with the requirements as prescribed in Supplement No. 6 to the Official Railway Tariff Book? YES <input type="checkbox"/> NO <input type="checkbox"/>
INNER CONTAINERS	— Glass Metal Plastic Composite Other	7(a) SAR packing certificate On container/pack		Explosive Flammable gas Compressed gas Poisonous gas Flammable liquid Flammable solid Spontaneously combustible	
INTERNAL FITMENTS	— Partitions Liner Forms Other	(b) If imported goods: Does any packing certificate appear on the container/pack YES <input type="checkbox"/> NO <input type="checkbox"/>			

Reference of Claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLY																						
Disposal	01	02	R	:	c	Reference _____																
(mark with an X. 01-pay 02-decline)																						
Was a premium for higher risk paid? ... YES <input type="checkbox"/> NO <input type="checkbox"/>																						
Remarks: _____ _____ _____																						
Consignor _____				Consignee _____																		
Forwarding Station No. _____				Receiving Station No. _____		Transhipping Station No. _____																
Invoice No. _____				Date _____		Waybill No. _____																
Cause of claim.	Plifrage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous																
	1	2	3	4	5	6																
Reason for claim (Code No.)	+ _____																					
Place where claim originated	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99		
Packing Specification No.	+ _____				Commodity (Claims item) No. _____				Commodity Code No. _____													
*mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.							cents															
LOCAL ACCOUNTANT:							Approved _____ for GENERAL MANAGER															
Pay _____							Rand _____															
The amount of (R c) _____							Compensation Account No. _____															
Voucher No. _____ Date _____																						

DEPARTMENTAL USE ONLY

SAR  CLAIMS

SCHEDULE 5

Damage to Freight Container

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT -

NAME _____ BUSINESS ADDRESS _____ POSTAL ADDRESS _____

Telephone No. _____

2. PARTICULARS OF CONTAINER -

CONTAINER PREFIX CONTAINER No. Date of manufacture _____
 *DESCRIPTION OF CONTAINER 1A 1B 1C 1D TANK† Describe _____
 *mark with an X.
 1AA 1BB 1CC 1DD SPECIAL†
 Date and time container received by claimant: Date _____ Time _____
 DELIVERY NOTE NO. _____

3. PARTICULARS OF DAMAGE - Give a short description of the nature and extent of the damage:

4. INDICATE THE NATURE AND POSITION OF THE DAMAGE ON THE DIAGRAMS BELOW BY USING THE FOLLOWING CODES:

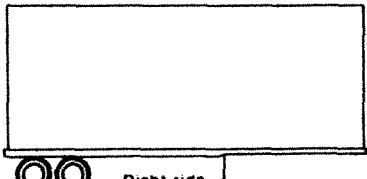
BROKEN = BR
 MISSING = M
 LOCKING MECHANISM = G

BENT = B
 PATCHED = P
 LEAKING = L

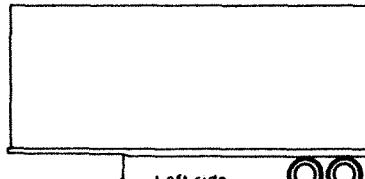
CUT = C
 RUSTED = R

DENTED = D
 SCRATCHED = S

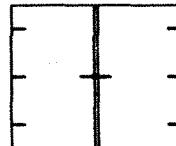
HOLED = H
 TORN = T



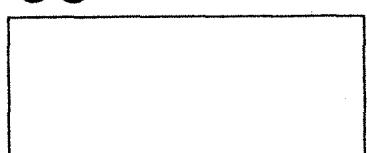
Right side



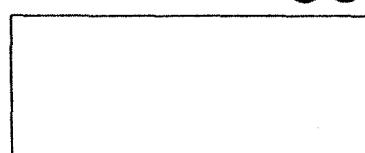
Left side



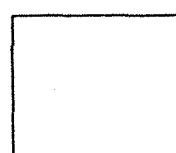
Doors



Top



Bottom



Front

5. PARTICULARS OF CLAIM -

Description of the damage and repairs or replacement work	Particulars of material and costs	Labour (specify)	TOTAL R c

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office, or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
2. The form must be completed as far as is practicable and all applicable columns filled in.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. The claims form must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) or the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. The Administration shall be liable for damage to freight containers or container tanks in its custody as a carrier in terms of a contract of carriage, provided that the damage be caused by the Administration or any of its servants, provided further that the damage be unrelated to or inconsistent with fair wear and tear. Fair wear and tear shall include —
(a) minor dents, cuts, scratches, abrasions and gouge marks;
(b) minor deformation of underbearers, side and bottom rails, fork lift tunnels and openings, that do not alter the strength or function of such members;
(c) broken or displaced door seals;
(d) cracked welds or loose structural rivets; and
(e) rusting and corrosion.
7. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE

FOR DEPARTMENTAL USE ONLY																
Disposal	<input type="checkbox"/> 01 <input type="checkbox"/> 02	R	:	c												
(mark with an x. 01-pay 02-claim)																
Remarks: _____																
Consignor _____						Consignee _____										
Forwarding Station No. _____						Receiving Station No. _____										
Invoice No. _____						Date _____										
Cause of claim	Damage					4										
Reason for damage	*	♦	40	44	45	46	47	51	52	59	60	61	62	63	64	65
Place where claim originated												80 81 83 87 88 89 90				
Commodity (Claims item) No. _____						Commodity Code No. _____										
*mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify container.																
LOCAL ACCOUNTANT:																
Pay _____																
The amount of (R : c) _____ Rand _____ cents																
Voucher No. _____ Date _____ Compensation Account No. _____																
Approved _____ for GENERAL MANAGER																

DEPARTMENTAL USE ONLY

SAR  CLAIMS

SCHEDULE 6

General Goods Over R50

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT -

SURNAME AND INITIALS *

Telephone No.

RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS -

CONSIGNOR: SURNAME *

INITIALS

ADDRESS

CONSIGNEE: SURNAME *

INITIALS

ADDRESS

FORWARDING STATION

RECEIVING STATION

DATE FORWARDED

TIME

DATE RECEIVED

TIME

DELIVERY NOTE NO.

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM -

The claim is in respect of -

PILFERAGE/THEFT SHORTAGE WET OTHER DAMAGE DELAY MISCELLANEOUS

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS/DAMAGE - Give a short description of the nature and extent of the loss/damage suffered.

5. PARTICULARS OF CLAIM - Description of the item damaged, lost or delayed		Mass in kilogram	State whether damaged, lost or delayed	Market value of item before damage, loss or delay	Market value of item after damage or delay	Amount of claim R C
			R R R R	R R R R		Total
6. NATURE OF PACKING -		DRUM - Metal Wood Fibreboard Plastic Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	6.1 Packing used is - New Second-hand	<input type="checkbox"/> <input type="checkbox"/>	(iii) Type of drum Open head Tight head
CASE -	Wooden Plywood Plastic Other	BUNDLED AND TIED WITH - Metal strapping Plastic strapping Twine Wire Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	7.(a) SAR packing certificate On container/pack On tape	<input type="checkbox"/> <input type="checkbox"/>	(iv) Method of closure Closing ring Lid with extended lugs with closing ring Threaded
CRATE -	Wooden Plastic Metal Other	BALED AND COVERED WITH - Paper Plastic Jute/hessian Paper, plastic and jute/hessian Other	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	(b) If imported goods: Does any packing certificate appear on the container/pack?	YES <input type="checkbox"/> NO <input type="checkbox"/>	
WOODEN CASK		OTHER PACKING Specify.....	<input type="checkbox"/>	(c) Metal/plastic drums: (i) Gauge of metal (embossed on drum e.g. 1/0.80/1.00/1.20)	<input type="checkbox"/>	7.1 Does the packing comply with the requirements as prescribed in Supplement No. 7 to the Official Railway Tariff Book?
BAG -	Paper Jute/hessian Cotton/linen Plastic Woven plastic	UNPACKED	<input type="checkbox"/>	(ii) Date of manufacture	YES <input type="checkbox"/> NO <input type="checkbox"/>	
CORRUGATED BOARD BOX AND CLOSED WITH						
-	Tape Staples Glue Other					

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master or System Manager's Office or posted to the System Manager concerned.
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
- N.B. Claims must be submitted on the prescribed form and within the applicable period as provided by Section 64(3) of the Railways and Harbours Control and Management (Consolidation) Act, 1957 (Act No. 70 of 1957).
3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLY																							
Disposal	01	02	R : c	Reference _____																			
(mark with an X. 01-pay 02-decline)			Signature _____																				
Was a premium for higher risk paid? ... YES <input type="checkbox"/> NO <input type="checkbox"/>																							
Remarks: _____ _____ _____																							
Consignor _____			Consignee _____																				
Forwarding Station No. _____			Receiving Station No. _____		Transhipping Station No. _____																		
Invoice No. _____			Date _____		Waybill No. _____																		
Date _____																							
Cause of claim.	Pilferage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous																	
	1	2	3	4	5	6																	
Reason for claim (Code No.) + <input type="text"/>																							
Place where claim originated		80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99		
Packing Specification No. <input type="text"/>			Commodity (Claims item) No. <input type="text"/>			Commodity Code No. <input type="text"/>																	
+mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.																							
LOCAL ACCOUNTANT:																							
Pay _____																							
The amount of (R : c) _____			Rand _____ cents _____																				
Voucher No. _____ Date _____			Compensation Account No. _____																				
Approved _____ for SYSTEM MANAGER																							

DEPARTMENTAL USE ONLY

SAR  CLAIMS

SCHEDULE 7

General Goods Up to R50

N.B. PLEASE READ REMARKS OVERLEAF

RAILWAY DATE STAMP

1. PARTICULARS OF CLAIMANT -

SURNAME AND INITIALS *

Telephone No. RESIDENTIAL
OR BUSINESS
ADDRESSPOSTAL
ADDRESS

2. PARTICULARS OF PARTIES AND STATIONS -

CONSIGNOR: SURNAME *

CONSIGNEE: SURNAME *

INITIALS

INITIALS

ADDRESS

ADDRESS

FORWARDING STATION

RECEIVING STATION

DATE FORWARDED

TIME

DATE RECEIVED

TIME

DELIVERY NOTE NO.

* Abbreviations must not be used, and in the case of a company the full registered name of the company must be provided.

3. PARTICULARS OF CAUSE OF CLAIM -

The claim is in respect of -

PILFERAGE/THEFT SHORTAGE WET OTHER DAMAGE DELAY MISCELLANEOUS

N.B. Place a cross in the appropriate block.

4. PARTICULARS OF LOSS/DAMAGE - Give a short description of the nature and extent of the loss/damage suffered.

5. PARTICULARS OF CLAIM - Description of the item damaged, lost or delayed		Mass in kilogram	State whether damaged, lost or delayed	Market value of item before damage, loss or delay	Market value of item after damage or delay	Amount of claim R C
			R R R R	R R R' R	Total	
6. NATURE OF PACKING -		DRUM - Metal Wood Fibreboard Plastic Other	BUNDLED AND TIED WITH - Metal strapping Plastic strapping Twine Wire Other	6.1 Packing used is - New Second-hand	7(a) SAR packing certificate On container/pack On tape (b) If imported goods: Does any packing certificate appear on the container/pack? YES <input type="checkbox"/> NO <input type="checkbox"/>	(iii) Type of drum Open head <input type="checkbox"/> Tight head <input type="checkbox"/> (iv) Method of closure Closing ring <input type="checkbox"/> Lid with extended lugs with closing ring <input type="checkbox"/> Threaded <input type="checkbox"/>
CASE -	Wooden Plywood Plastic Other					
CRATE -	Wooden Plastic Metal Other					
WOODEN CASK						
BAG -	Paper Jute/hessian Cotton/linen Plastic Woven plastic					
CORRUGATED BOARD BOX AND CLOSED WITH		- Tape Staples Glue Other	BALED AND COVERED WITH - Paper Plastic Jute/hessian Paper, plastic and jute/hessian Other		(c) Metal/plastic drums: (i) Gauge of metal (embossed on drum e.g. /0,80/1,00/1,20) (ii) Date of manufacture	7.1 Does the packing comply with the requirements as prescribed in Supplement No. 7 to the Official Railway Tariff Book? YES <input type="checkbox"/> NO <input type="checkbox"/>
		OTHER PACKING Specify	UNPACKED			

Reference of claimant (if any)

Signature of claimant

Date

REMARKS:

1. Only one copy of the form need be completed and handed to any Station Master, System Manager's Office, or the General Manager's Central Claims Office or posted to —
The General Manager
S.A. Railways and Harbours
Central Claims Office
Private Bag X47
JOHANNESBURG
2134
- N.B. In the case of claims in respect of damage to or loss of freight in a harbour, the claims must be handed in at the Harbour Claims Office concerned.
2. The form must be completed as far as is practicable and a cross placed in the appropriate block in all applicable columns. Should insufficient space be available on the form, answers or additional information may be provided on a separate page and attached to this form.
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3. Claims in respect of damage, shortage or delay of goods accepted by the Administration for transport must be accompanied by the consignee's copy of the SAR delivery note (or a photostat thereof) whilst claims in respect of the loss of an entire consignment must be accompanied by the consignor's copy of the SAR consignment note (or a photostat thereof).
4. All claims must, where possible, be accompanied by documentary evidence in substantiation of the amount claimed, e.g. the supplier's invoice.
5. If basic information and/or documents are not available within the period in which a claim must be preferred or if the amount of the claim cannot as yet be calculated, the claims form must be endorsed accordingly and in the meantime completed as far as possible and submitted, which will allow for the claim to be registered, pending receipt of the necessary information and/or documents.
6. Claims forms, in English and Afrikaans, are available free of charge from any STATION MASTER or CLAIMS OFFICE.

FOR DEPARTMENTAL USE ONLY																																									
Disposal	01	02	R : c	Reference _____																																					
(mark with an X. 01-pay 02-decline)																																									
Was a premium for higher risk paid? ... YES <input type="checkbox"/> NO <input type="checkbox"/>																																									
Remarks: _____ _____																																									
<p>Consignor _____ Consignee _____</p> <p>Forwarding Station No. _____ Receiving Station No. _____ Transhipping Station No. _____</p> <p>Invoice No. _____ Date _____ Waybill No. _____ Date _____</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; width: fit-content;"> <tr> <td style="padding: 2px;">Cause of claim</td> <td style="padding: 2px; text-align: center;">Plifrage/Theft</td> <td style="padding: 2px; text-align: center;">Shortage</td> <td style="padding: 2px; text-align: center;">Wet</td> <td style="padding: 2px; text-align: center;">Damage</td> <td style="padding: 2px; text-align: center;">Delay</td> <td style="padding: 2px; text-align: center;">Miscellaneous</td> </tr> <tr> <td></td> <td style="padding: 2px; text-align: center;">1</td> <td style="padding: 2px; text-align: center;">2</td> <td style="padding: 2px; text-align: center;">3</td> <td style="padding: 2px; text-align: center;">4</td> <td style="padding: 2px; text-align: center;">5</td> <td style="padding: 2px; text-align: center;">6</td> </tr> </table> <p>Reason for claim (Code No.) + <input type="text"/></p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse; width: fit-content;"> <tr> <td style="padding: 2px;">Place where claim originated</td> <td style="padding: 2px; text-align: center;">80</td><td style="padding: 2px; text-align: center;">81</td><td style="padding: 2px; text-align: center;">82</td><td style="padding: 2px; text-align: center;">83</td><td style="padding: 2px; text-align: center;">84</td><td style="padding: 2px; text-align: center;">85</td><td style="padding: 2px; text-align: center;">86</td><td style="padding: 2px; text-align: center;">87</td><td style="padding: 2px; text-align: center;">88</td><td style="padding: 2px; text-align: center;">89</td><td style="padding: 2px; text-align: center;">90</td><td style="padding: 2px; text-align: center;">91</td><td style="padding: 2px; text-align: center;">92</td><td style="padding: 2px; text-align: center;">93</td><td style="padding: 2px; text-align: center;">94</td><td style="padding: 2px; text-align: center;">95</td><td style="padding: 2px; text-align: center;">96</td><td style="padding: 2px; text-align: center;">97</td><td style="padding: 2px; text-align: center;">98</td><td style="padding: 2px; text-align: center;">99</td> </tr> </table> <p>Packing Specification No. <input type="text"/> Commodity (Claims item) No. <input type="text"/> Commodity Code No. <input type="text"/> *mark with an X. +this code must be preceded by the digit 0 for local, 3 for import or 4 for export to identify traffic.</p> <p>LOCAL ACCOUNTANT: Pay _____</p> <p>The amount of (R : c) _____ Rand _____ cents</p> <p>Voucher No. _____ Date _____ Compensation Account No. _____</p> <p>Approved _____ for GENERAL MANAGER</p>							Cause of claim	Plifrage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous		1	2	3	4	5	6	Place where claim originated	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99
Cause of claim	Plifrage/Theft	Shortage	Wet	Damage	Delay	Miscellaneous																																			
	1	2	3	4	5	6																																			
Place where claim originated	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99																					