

Republic of South Africa

Republiek van Suid-Afrika



# Government Gazette

## Buitengewone Extraordinary

# Staatskoerant

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(REGULASIEKOERANT No. 739)

Vol. 22.]

PRETORIA, 23 DECEMBER 1966.  
23 DESEMBER

[No. 1619.

### PROCLAMATION

BY THE STATE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA.

No. R. 374, 1966.]

APPLICATION OF CERTAIN LAWS IN SOUTH WEST AFRICA, INCLUDING THE CAPRIVI ZIPFEL.

Under and by virtue of the powers vested in me by section 45 of the Pension Laws Amendment Act, 1965 (Act No. 102 of 1965), I hereby declare that, with effect from the first day of April, 1965, the provisions of the Old Age Pensions Act, 1962 (Act No. 38 of 1962), the Blind Persons Act, 1962 (Act No. 39 of 1962), and the Disability Grants Act, 1962 (Act No. 41 of 1962), shall *mutatis mutandis* be applicable in the territory of South West Africa including the Caprivi Zipfel, in respect of Natives as defined in section 25 of the Native Administration Proclamation, 1928 (Proclamation No. 15 of 1928), of the said territory, in so far as those provisions relate to Bantu or Bantu persons: Provided that—

(a) in the application in terms of this Proclamation of the provisions of the said Acts, and of any regulation, government notice, or proclamation issued or in force in terms of any of the said provisions, unless inconsistent with the context, the term—

“Bantu” shall be construed to include a Native as defined in section 25 of the said Proclamation No. 15 of 1928;

“Republic” and “Union” shall be construed to include the territory of South West Africa, including the Caprivi Zipfel;

“South African citizen” shall be construed to include a Native who is a *bona fide* resident of the territory of South West Africa, including the Caprivi Zipfel;

(b) nothing herein contained shall be construed as authorising the payment to any person who may otherwise be entitled thereto, of any pension or grant from a date earlier than the first day of the month wherein such person applied therefor in the prescribed manner.

Given under my Hand and the Seal of the Republic of South Africa at Brandfort on this Tenth day of December, One thousand Nine hundred and Sixty-six.

C. R. SWART,  
State President.

By Order of the State President-in-Council.

M. C. BOTHA.

### PROKLAMASIE

VAN DIE STAATSPRESIDENT VAN DIE REPUBLIEK VAN SUID-AFRIKA.

No. R. 374, 1966.]

TOEPASSING VAN SEKERE WETTE IN SUIDWES-AFRIKA, MET INBEGRIP VAN DIE CAPRIVI ZIPFEL.

Kragtens die bevoegdheid my verleen ingevolge artikel 45 van die Wysigingswet op die Pensioenwette, 1965 (Wet No. 102 van 1965) verklaar ek hierby dat, met ingang van die eerste dag van April 1965 die bepalings van die Ouderdomspensioenwet, 1962 (Wet No. 38 van 1962), die Wet op Blindes, 1962 (Wet No. 39 van 1962), en die Wet op Ongeskiktheidstoelaes, 1962 (Wet No. 41 van 1962), *mutatis mutandis* van toepassing is in die gebied Suidwes-Afrika, met inbegrip van die Caprivi Zipfel, ten opsigte van Naturelle, soos omskrywe in artikel 25 van die Naturelle-administrasie Proklamasie, 1928 (Proklamasie No. 15 van 1928), van bedoelde gebied, vir sover daardie bepalings op Bantoes of Bantoeperone betrekking het: Met dien verstande dat—

(a) by die toepassing, ingevolge hierdie Proklamasie, van die bepalings van bedoelde Wette, en van enige regulasie, goewermentskennisgewing of proklamasie kragtens enige sodanige bepalings uitgevaardig of van krag, tensy dit uit die samehang anders blyk, word die uitdrukking—

„Bantoe” uitgelê as sou dit 'n Naturel, soos omskrywe in artikel 25 van genoemde Proklamasie No. 15 van 1928, insluit;

„Republiek” of „Unie” uitgelê as sou dit die gebied Suidwes-Afrika, met inbegrip van die Caprivi Zipfel insluit;

„Suid-Afrikaanse burger” uitgelê as sou dit 'n Naturel wat 'n *bona fide* inwoner van die gebied Suidwes-Afrika, met inbegrip van die Caprivi Zipfel insluit;

(b) niks hierin vervat moet uitgelê word as sou dit die betaling magtig van enige pensioen of toelae aan enige persoon wat andersins daarop geregtig mag wees, vanaf 'n vroeër datum as die eerste dag van die maand waarin sodanige persoon, op die voorgeskrewe wyse daarom aansoek gedoen het nie.

Gegee onder my Hand en die Seël van die Republiek van Suid-Afrika te Brandfort, op hierdie Tiende dag van Desember Eenduisend Negehonderd, Ses-en-sestig.

C. R. SWART,  
Staatspresident.

Op las van die Staatspresident-in-rade.

M. C. BOTHA.

**GOEWERMENSKENNISGEWINGS.**

**DEPARTMENT OF FINANCE.**

No. R. 2038.] [23 December 1966.  
**EXCHANGE CONTROL REGULATIONS.—DEFINITION OF STERLING AREA.**

Paragraph 1 of Government Notice No. R. 1112, dated 1st December, 1961, as amended by Government Notice No. R. 1208, dated 27th July, 1962 and No. R. 1604, dated 18th October, 1963, is hereby further amended by the substitution for the sub-paragraph beginning with "The United Kingdom . . ." and ending with ". . . except Canada." of the following sub-paragraph:—

"The United Kingdom, the Channel Islands and the Isle of Man, the Commonwealth of Australia, Barbados, Botswana, Ceylon, the Republic of Cyprus, the Gambia, Ghana, Guiana, Iceland, India (including Sikkim), the Republic of Ireland, Jamaica, the Hashemite Kingdom of Jordan, Kenya, the State of Kuwait, Lesotho, the United Kingdom of Libya, Malawi, Malaysia, Malta, New Zealand, Nigeria, Pakistan, Sierra Leone, Singapore, the United Republic of Tanzania, Trinidad and Tobago, Uganda, Western Samoa, Zambia, any protectorate, protected state or trust territory within the meaning of the British Nationality Acts, 1948 and 1958, and any British dominion not mentioned before, except Canada and Rhodesia."

**DEPARTMENT OF CUSTOMS AND EXCISE.**

No. R. 2058.] [23 December 1966.  
**CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 1 (No. 1/73).**

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
 Minister of Finance.

**GOVERNMENT NOTICES.**

**DEPARTEMENT VAN FINANSIES.**

No. R. 2038.] [23 Desember 1966.  
**DEWIESEBEHEERREGULASIES. — OMSKRYWING VAN STERLINGGEBIED.**

Paragraaf 1 van Goewermentskennisgewing No. R. 1112 van 1 Desember 1961, soos gewysig by Goewermentskennisgewing No. R. 1208 van 27 Julie 1962 en No. R. 1604 van 18 Oktober 1963, word hierby verder gewysig deur die subparagraaf wat begin met „Die Verenigde Koninkryk . . .” en wat eindig met „. . . uitsondering van Kanada.” deur die volgende subparagraaf te vervang:—

„Die Verenigde Koninkryk, die Kanaaleilande en die eiland Man, die Australiese Gemenebes, Barbados, Botswana, Ceylon, die Republiek Ciprus, die Gambië, Ghana, Guiana, Ysland, Indië (insluitende Sikkim), die Republiek Ierland, Jamaika, die Hasjimitiese Koninkryk van Jordanië, Kenia, die Staat Koeweit, Lesotho, die Verenigde Koninkryk van Libië, Malawi, Maleisië, Malta, Nieu-Seeland, Nigerië, Pakistan, Sierra Leone, Singapoer, die Verenigde Republiek van Tanzanië, Trinidad en Tobago, Uganda, Wes-Somoa, Zambië, enige protektoraat, beskernde staat of trustgebied binne die raamwerk van die „British Nationality”-wette, 1948 en 1958, en enige Britse dominium nie voorheen genoem nie, met uitsondering van Kanada en Rhodesië.”

**DEPARTEMENT VAN DOEANE EN AKSYNS.**

No. R. 2058.] [23 Desember 1966.  
**DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 1 (No. 1/73).**

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
 Minister van Finansies.

**SCHEDULE.**

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Preferential
		29.01	By the substitution for subheading No. 29.01.10 of the following: „ 29.01.10 Ethane, propane, butane, acetylene	lb.

NOTE.—Methane is classifiable within tariff heading No. 27.11 and is therefore deleted from subheading No. 29.01.10.

**BYLAE.**

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
		29.01	Deur subpos No. 29.01.10 deur die volgende te vervang: „ 29.01.10 Etaan, propaan, butaan, asetileen	lb.

OPMERKING.—Metaan is by tariefpos No. 27.11 indeelbaar en word dus by subpos No. 29.01.10 geskrap.

No. R. 2059.] [23 December 1966.  
 CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT  
 OF SCHEDULE No. 1 (No. 1/74).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
 Minister of Finance.

No. R. 2059.] [23 Desember 1966.  
 DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN  
 BYLAE No. 1 (No. 1/74).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
 Minister van Finansies.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Pre-ferential
40.02 By the substitution for subheading No. 40.02.30.10 of the following: " .10 Polybutadiene-styrene	lb.	5c per lb."		

NOTE.—The duty on polybutadiene-styrene synthetic rubber containing more than 38 per cent by weight of styrene, is increased from free to 5c per lb.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
40.02 Deur subpos No. 40.02.30.10 deur die volgende te vervang: " .10 Polibutadieenstireen	lb.	5c per lb."		

OPMERKING.—Die reg op polibutadieenstireen sintetiese rubber wat volgens gewig meer as 38 persent stireen bevat, word van vry na 5c per lb. verhoog.

No. R. 2060.] [23 December 1966.  
 CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT  
 OF SCHEDULE No. 1 (No. 1/75).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
 Minister of Finance.

No. R. 2060.] [23 Desember 1966.  
 DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN  
 BYLAE No. 1 (No. 1/75).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane en Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
 Minister van Finansies.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Pre-ferential
68.06 By the deletion of subheading No. 68.06.20. By the substitution for subheading No. 68.06.90 of the following: " 68.06.90 Other	lb.	15% "		

NOTE.—The duty on certain abrasives is increased from free to 15%.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
68.06 Deur subpos No. 68.06.20 te skrap. Deur subpos No. 68.06.90 deur die volgende te vervang: „ 68.06.90 Ander	lb.	15% ”		

OPMERKING.—Die reg op sekere skuurmiddels word van vry tot 15% verhoog.

No. R. 2061.] [23 December 1966.  
CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 1 (No. 1/76).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
Minister of Finance.

No. R. 2061.] [23 Desember 1966.  
DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 1 (No. 1/76).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
Minister van Finansies.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Pre-ferential
95.04 By the insertion after subheading No. 95.04.10 of the following: “ 95.04.20 Knitting needles and crochet hooks	lb.	free ”		

NOTE.—Specific provision, free of duty, is made for knitting needles and crochet hooks of bone.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
95.04 Deur na subpos No. 95.04.10 die volgende in te voeg: „ 95.04.20 Breinaalde en hekelnaalde	lb.	vry ”		

OPMERKING.—Spesifieke voorsiening, vry van reg, word gemaak vir breinaalde en hekelnaalde van been.

No. R. 2062.] [23 December 1966.  
CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 1 (No. 1/77).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
Minister of Finance.

No. R. 2062.] [23 Desember 1966.  
DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 1 (No. 1/77).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
Minister van Finansies.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Pre-ferential
39.01 By the substitution for subheadings Nos. 39.01.20.10 and 39.01.20.20 of the following:				
.10 Urea formaldehyde, etherified with alcohols containing 3 or more carbon atoms	lb.	20%		
.15 Other urea formaldehyde	lb.	15%		
.20 Melamine formaldehyde, etherified with alcohols containing 3 or more carbon atoms	lb.	20%		
.25 Other melamine formaldehyde	lb.	15% "		

NOTE.—The duty on urea formaldehyde and melamine formaldehyde, etherified with alcohols containing 3 or more carbon atoms, is increased from 15% to 20%.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
39.01 Deur subposte Nos. 39.01.20.10 en 39.01.20.20 deur die volgende te vervang:				
.10 Ureumformaldehyd, vereter met alkoholsoorte wat minstens 3 koolstofatome bevat	lb.	20%		
.15 Ander ureumformaldehyd	lb.	15%		
.20 Melamienformaldehyd, vereter met alkoholsoorte wat minstens 3 koolstofatome bevat	lb.	20%		
.25 Ander melamienformaldehyd	lb.	15% "		

OPMERKING.—Die reg op ureumformaldehyd en melamienformaldehyd, vereter met alkoholsoorte wat minstens 3 koolstofatome bevat, word van 15% na 20% verhoog.

No. R. 2064.] [23 Desember 1966.

CUSTOMS AND EXCISE ACT, 1964.

AMENDMENT OF SCHEDULE No. 2 (No. 2/30).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 55 of the Customs and Excise Act, 1964, hereby amend Schedule No. 2 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
Minister of Finance.

No. R. 2064.] [23 Desember 1966.

DOEANE- EN AKSYNSWET, 1964.

WYSIGING VAN BYLAE No. 2 (No. 2/30).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 55 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 2 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
Minister van Finansies.

SCHEDULE.

I Item	II Tariff Heading and Description	III Rebate Items	IV Territories
211.12	By the substitution for tariff heading No. 61.01 of the following: " 61.01 Men's and boys' outer garments, the following: (1) Woven swimwear (2) Clothing of rubberised fabrics (excluding raincoats), ready made (3) Clothing of fabrics impregnated or coated with oil or with artificial plastic material, ready made		Hong Kong Hong Kong Hong Kong"

NOTE.—An ordinary anti-dumping duty is imposed on ready made men's and boys' outer garments of water-proofed fabrics (excluding raincoats of rubberised fabrics), if imported from or originating in Hong Kong.

BYLAE.

I Item	II Tariefpos en Beskrywing	III Korting- items	IV Gebiede
211.12	Deur tariefpos No. 61.01 deur die volgende te vervang: „ 61.01 Mans- en seunsboklere, die volgende: (1) Geweefde swemdrag (2) Klerasie van gerubberde stowwe (uitgesonderd reënjasse), klaargemaak (3) Klerasie van stowwe gefimpregneer of bestryk met olie of met kunsplastiekstof, klaargemaak		Hong Kong Hong Kong Hong Kong ”

OPMERKING.—'n Gewone anti-dumpingreg word opgelê op klaargemaakte mans- en seunsboklere van watervaste stowwe (uitgesonderd reënjasse van gerubberde stowwe), indien ingevoer of afkomstig van Hong Kong.

No. R. 2063.] [23 December 1966.  
CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT  
OF SCHEDULE No. 1 (No. 1/78).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 48 of the Customs and Excise Act, 1964, hereby amend Schedule No. 1 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
Minister of Finance.

No. R. 2063.] [23 Desember 1966.  
DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN  
BYLAE No. 1 (No. 1/78).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 48 van die Doeane- en Aksynswet, 1964, wysig ek hierby Bylae No. 1 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
Minister van Finansies.

SCHEDULE.

I Tariff Heading	II Statistical Unit	III IV V Rate of Duty		
		General	M.F.N.	Pre-ferential
76.03 By the substitution for subheading No. 76.03.10 of the following: “ 76.03.10 Flat plates, sheets and strip (excluding circles), not coiled: .10 Containing, by weight, not more than 99.9 per cent of aluminium, of a thickness of not more than 0.015 in. (excluding products containing, by weight, more than— 0.5 per cent of copper, or 1.6 per cent of magnesium, or 4.0 per cent of silicon) .20 Containing, by weight, not more than 99.9 per cent of aluminium, of a thickness of more than 0.015 in. but not exceeding 0.128 in. (excluding products containing, by weight, more than— 0.5 per cent of copper, or 6.0 per cent of magnesium, or 4.0 per cent of silicon) .90 Other	lb.	15%		
By the substitution for subheading No. 76.03.30.20 of the following: “ .20 Other containing, by weight, not more than 99.9 per cent of aluminium	lb.	free ”		
By the substitution for subheading No. 76.03.50.20 of the following: “ .20 Other containing, by weight, not more than 99.9 per cent of aluminium, of a thickness of not more than 0.128 in. (excluding products containing, by weight, more than— 0.5 per cent of copper, or 6.0 per cent of magnesium, or 4.0 per cent of silicon)	lb.	15% ”		
By the substitution for subheading No. 76.03.80 of the following: “ 76.03.80 Circles containing, by weight, not more than 99.9 per cent of aluminium, of a diameter not exceeding 48 in. and of a thickness not exceeding 0.25 in. (excluding products containing, by weight, more than— 0.5 per cent of copper, or 6.0 per cent of magnesium, or 4.0 per cent of silicon)	lb.	15% ”		

NOTE.—The rate of duty on certain wrought plates, sheets, strip and circles, of aluminium, is increased from free to 15%.

BYLAE.

I Tariefpos	II Statistiese Eenheid	III IV V Skaal van Reg		
		Algemeen	M.B.N.	Voorkeur
76.03 Deur subpos No. 76.03.10 deur die volgende te vervang: „ 76.03.10 Platplate, -fynplate en -band (uitgesonderd sirkels), nie gehaspel nie: .10 Wat, volgens gewig, hoogstens 99.9 persent aluminium bevat, met 'n dikte van hoogstens 0.015 dm. (uitgesonderd produkte wat, volgens gewig, meer bevat as— 0.5 persent koper, of 1.6 persent magnesium, of 4.0 persent silikon) .20 Wat, volgens gewig, hoogstens 99.9 persent aluminium bevat, met 'n dikte van meer as 0.015 dm. maar hoogstens 0.128 dm. (uitgesonderd produkte wat, volgens gewig, meer bevat as— 0.5 persent koper, of 6.0 persent magnesium, of 4.0 persent silikon) .90 Ander	lb.	15%		
Deur subpos No. 76.03.30.20 deur die volgende te vervang: „ .20 Ander wat, volgens gewig, hoogstens 99.9 persent aluminium bevat	lb.	15% ”		
Deur subpos No. 76.03.50.20 deur die volgende te vervang: „ .20 Ander wat, volgens gewig, hoogstens 99.9 persent aluminium bevat, met 'n dikte van hoogstens 0.128 dm. (uitgesonderd produkte wat, volgens gewig, meer bevat as— 0.5 persent koper, of 6.0 persent magnesium, of 4.0 persent silikon)	lb.	15% ”		
Deur subpos No. 76.03.80 deur die volgende te vervang: „ 76.03.80 Sirkels wat, volgens gewig, hoogstens 99.9 persent aluminium bevat, met 'n deursnee van hoogstens 48 dm. en met 'n dikte van hoogstens 0.25 dm. (uitgesonderd produkte wat, volgens gewig, meer bevat as— 0.5 persent koper, of 6.0 persent magnesium, of 4.0 persent silikon)	lb.	15% ”		

OPMERKING.—Die skaal van reg op sekere smeeplate, -fynplate, -band en -sirkels, van aluminium, word van vry na 15% verhoog.

No. R. 2065.] [23 Desember 1966.]  
CUSTOMS AND EXCISE ACT, 1964.—AMENDMENT OF SCHEDULE No. 3 (No. 3/81).

I, THEOPHILUS EBENHAEZER DÖNGES, Minister of Finance, acting in terms of the powers vested in me by section 75 of the Customs and Excise Act, 1964, hereby amend Schedule No. 3 to the said Act to the extent set out in the Schedule hereto.

T. E. DÖNGES,  
Minister of Finance.

No. R. 2065.] [23 Desember 1966.]  
DOEANE- EN AKSYNSWET, 1964.—WYSIGING VAN BYLAE No. 3 (No. 3/81).

Ek, THEOPHILUS EBENHAEZER DÖNGES, Minister van Finansies, handelende kragtens die bevoegdheid my verleen by artikel 75 van die Doeane- en Aksynswet, 1964, wysig hierby Bylae No. 3 van genoemde Wet in die mate in die Bylae hiervan aangetoon.

T. E. DÖNGES,  
Minister van Finansies.

SCHEDULE.

I Item	II Tariff Heading and Description	III Extent of Rebate
315.01	By the substitution for tariff heading No. 76.03 of the following: " 76.03 Aluminium sheet and strip (coiled), of a thickness of not more than 0.128 in., for the manufacture of aluminium foil	Full duty "
317.06	By the insertion after tariff heading No. 73.40 of the following: " 76.03 Aluminium flat plates or sheets (excluding circles), not coiled, of a thickness of more than 0.15 in., containing, by weight, more than 1.6 per cent of magnesium, for the manufacture of bodies for goods vehicles	Full duty "
320.10	By the deletion of tariff heading No. 76.03.	

NOTE.—

- (1) The existing provision for a rebate of the full duty on certain aluminium sheets and strips for the manufacture of aluminium foil, is extended to include aluminium sheet of any width.
- (2) Provision is made for a rebate of the full duty on certain aluminium flat plates or sheets, for the manufacture of bodies for goods vehicles.
- (3) The provision for a rebate of the full duty on certain aluminium plates or sheets, for the manufacture of prefabricated buildings, is withdrawn.

BYLAE.

I Item	II Tariefpos en Beskrywing	III Mate van Korting
315.01	Deur tariefpos No. 76.03 deur die volgende te vervang: „ 76.03 Aluminiumfynplaat en -band (gehaspel), met 'n dikte van hoogstens 0.128 dm., vir die vervaardiging van aluminiumfoelie	Volle reg "
317.06	Deur na tariefpos No. 73.40 die volgende in te voeg: „ 76.03 Aluminiumplaatplate of -plafynplate (uitgesonderd sirkels), nie gehaspel nie, met 'n dikte van meer as 0.15 dm., en wat, volgens gewig, meer as 1.6 persent magnesium bevat, vir die vervaardiging van bakke vir vragvoertuie	Volle reg "
320.10	Deur tariefpos No. 76.03 te skrap.	

OPMERKING.—

- (1) Die bestaande voorsiening vir 'n korting van die volle reg op sekere aluminiumfynplaat en -band vir die vervaardiging van aluminiumfoelie, word uitgebrei om aluminiumfynplaat van enige wydte in te sluit.
- (2) Voorsiening word gemaak vir 'n korting van die volle reg op sekere aluminiumplaatplate of -plafynplate, vir die vervaardiging van bakke vir vragvoertuie.
- (3) Die voorsiening vir 'n korting van die volle reg op sekere aluminiumplate of -fynplate, vir die vervaardiging van voorafvervaardigde geboue, word ingetrek.

DEPARTMENT OF EDUCATION, ARTS AND SCIENCE.

No. R. 2077.] [23 December 1966.  
ARCHITECTS AND QUANTITY SURVEYORS (PRIVATE) ACT, 1927.  
REGULATIONS.—AMENDMENTS.

The Minister of Education, Arts and Science has, under and by virtue of the powers vested in him by section 9 (2) of the Architects and Quantity Surveyors (Private) Act, 1927 (Act No. 18 of 1927), approved the following amendments to the regulations published under Government Notice No. R. 737 of 17th May, 1963, as corrected by Government Notice No. R. 1224 of 9th August, 1963, and amended by Government Notice No. R. 699 of 8th May, 1964, No. R. 1854 of 13th November, 1964, and No. R. 764 of 28th May, 1965:—

1. Regulation 23 is amended by the substitution for subregulation (2) of the following subregulation:—

“ Additions to Committee.

(2) Each Provincial Committee shall have the right to add to its elected membership an officer holding the position of ' Provincial Architect ' or an officer in charge of the Architectural Department within the Provincial Administration, provided that he is a member of the Provincial Institute concerned.”

2. Regulation 62 is deleted.

DEPARTEMENT VAN ONDERWYS, KUNS EN WETENSKAP.

No. R. 2077.] [23 Desember 1966.  
DIE ARGITEKTE EN KWANTITEITSOPNEMERS (PRIVATE) WET, 1927, REGULASIES.—WYSIGINGS.

Kragtens die bevoegdheid hom verleen by artikel 9 (2) van die Argitekte en Kwantiteitsopnemers (Private) Wet, 1927 (Wet No. 18 van 1927), het die Minister van Onderwys, Kuns en Wetenskap onderstaande wysigings van die regulasies afgekondig by Goewermentskennisgewing No. R. 737 van 17 Mei 1963, soos verbeter by Goewermentskennisgewing No. R. 1224 van 9 Augustus 1963 en gewysig by Goewermentskennisgewings No. R. 699 van 8 Mei 1964, No. R. 1854 van 13 November 1964 en No. R. 764 van 28 Mei 1965, goedgekeur:—

1. Regulasie 23 word gewysig deur subregulasie (2) deur onderstaande subregulasie te vervang:—

„ Aanvulling van Komitee.

(2) Elke Provinsiale Komitee het die reg om by sy verkose ledetal die amptenaar te voeg wat die posisie van ' Provinsiale Argitek ' beklee of 'n amptenaar in beheer van die Boukunde-departement binne die Provinsiale Administrasie, mits hy 'n lid van die betrokke Provinsiale Instituut is.”

2. Regulasie 62 word geskrap.

3. The following regulation is inserted after regulation 73:—

*“ 73 bis Permissible Press Notices.*

(1) Every member shall be entitled to insert an advertisement of single-column width in the lay press calling for tenders from building contractors and inviting applications for any vacancy on his staff.

*Notice Board on Building.*

(2) Every member shall be entitled to exhibit his name or the name of his firm, with the title 'Architect' or 'Quantity Surveyor', on a notice board which is displayed on the actual site of a building in the course of construction, alteration or extension: Provided that neither professional initials nor address shall be exhibited.

*Professional Name Plate.*

(3) Every member shall be entitled to display his name, or the name of his firm, in letters not exceeding one and a half inches in height on a professional name plate outside his place of business, and his name may appear on the indicator boards of the building.

*'Signing' of Completed Building.*

(4) Every member shall be entitled to 'sign' a completed building of which he is the author indicating thereon his name or the name of his firm, and the date, in letters not exceeding one and a half inches in height.”

4. The following regulation is substituted for regulation 85:—

*“ ARCHITECTS' FEES.*

*Six Per Cent on Total Cost.*

85. (1) In the absence of special agreement an architect shall be entitled, for his professional services, to charge a fee of 6 per cent on the final cost of works executed under his direction.

*When Fees are Payable.*

(2) The total fee of 6 per cent for the services rendered shall be due and payable by the client, as follows:—

- (a) On approval of sketch design: 1 per cent of the cost as estimated by the architect;
- (b) on signing of the contract: 4 per cent of the contract sum, less the previous payment;
- (c) as the work proceeds: 2 per cent on the value of each certificate;
- (d) on completion of the works: 6 per cent of the final cost of the works, less previous payments.

*Consultants' Fees.*

(3) The employment of consultants shall be at the architect's discretion, in agreement with the client, and the amount of their fees shall be a matter of arrangement between architect and client, such amount to be paid by the client.

*Omission of Original Items.*

(4) A fee of 4 per cent may be charged upon the value of any works originally included in the contract or tender but subsequently omitted.

*Time Charges.*

(5) Where works are of such a character that percentage or other stated charges are inapplicable, a time charge shall be made at the minimum rate of R8.40 (eight rand and forty cents) per hour or part thereof.

*Surveys of Existing Buildings.*

(6) For making surveys of existing buildings, the fee shall be in accordance with subregulation (5) above.

3. Die volgende regulasie word na regulasie 73 bygevoeg:—

*„ 73 bis. Toelaatbare perskennisgewings.*

(1) Elke lid is geregtig om 'n advertensie van enkelkolomgrootte in die lekepers te plaas om tenders van boukontrakteurs te vra en om applikasie vir 'n vakature in sy personeel te versoek.

*Naambord op gebou.*

(2) Elke lid is geregtig om sy naam, of die naam van sy firma, met die opskrif 'Argitek' of 'Bourekenaar' te vertoon op 'n naambord wat uitgestel is op die werklike bousterrein waar 'n gebou opgerig, verander of uitgebrei word; met dien verstande dat nóg die professionele voorletters nóg die firma-adres vertoon word.

*Professionele naamplaat.*

(3) Elke lid is geregtig om sy naam of die naam van sy firma te vertoon in letters van hoogstens een-en-een-half duim in hoogte op 'n professionele naamplaat buite sy besigheidsplek, en sy naam mag op die aanwysbord van die gebou verskyn.

*'Tekening' van voltooide gebou.*

(4) Elke lid is geregtig om 'n voltooide gebou waarvan hy die outeur is, te 'teken', met aanduiding van sy naam of die naam van sy firma, asook die datum, in letters van hoogstens een-en-een-half duim in hoogte.”

4. Regulasie 85 word deur onderstaande regulasie vervang:—

*„ ARGITEKSGELDE.*

*Ses persent van die totale koste.*

85. (1) As daar nie 'n spesiale ooreenkoms bestaan nie, is 'n argitek vir sy professionele diens geregtig op 6 persent van die finale koste van die werk onder sy leiding uitgevoer.

*Wanneer gelde betaalbaar is.*

(2) Die totale bedrag van 6 persent vir diens gelewer, is as volg deur die kliënt verskuldig en betaalbaar:—

- (a) By goedkeuring van die sketsontwerp: 1 persent van die koste soos deur die argitek geraam;
- (b) by die ondertekening van die kontrak: 4 persent van die kontrakbedrag, min die vorige betaling;
- (c) na gelang die werk vorder: 2 persent van die waarde van elke sertifikaat;
- (d) by voltooiing van die werke: 6 persent van die finale koste van die werke min vorige betalings.

*Konsultantgelde.*

(3) Konsultante kan na goeddunke van die argitek en met die instemming van die kliënt in diens geneem word. Hul gelde word volgens ooreenkoms tussen argitek en kliënt vasgestel, en die bedrag word deur die kliënt betaal.

*Weglating van oorspronklike items.*

(4) 'n Bedrag van 4 persent van die waarde van enige werk wat oorspronklik by die kontrak of tender ingesluit is, maar later weggelaat is, kan gevra word.

*Tydgelde.*

(5) Waar die werk van so 'n aard is dat die persentasie- of ander aangegeve tarief nie van toepassing is nie, word tydgelde gevra teen 'n minimum van R8.40 (agt rand veertig sent) per uur of deel daarvan.

*Opnames van bestaande geboue.*

(6) Vir opnames van bestaande geboue is die tarief soos in subregulasie (5) hierbo aangegee.

*Inspecting Building Work for which he is not the Architect.*

(7) For inspecting buildings in the course of construction and the documents relating thereto, on behalf of the mortgagee, reporting thereon and certifying therefor, the fee shall be 1 per cent up to R40,000 (forty thousand rand) on the cost of the building, and  $\frac{1}{2}$  per cent on the residue.

*Valuing Buildings.*

(8) For making valuations of buildings for assessment for taxation, fire insurance, expropriation, rental return and similar purposes, the fee shall be R1 (one rand) per R1,000 (one thousand rand) up to R100,000 (one hundred thousand rand) and 50 cents per R1,000 (one thousand rand) on the residue, with a minimum fee of R10 (ten rand).

*Services re Litigation and Arbitration.*

(9) The fee for services rendered in connection with litigation and arbitration shall be on the basis of time occupied at the rate laid down in subregulation (5) but in no case less than R20 (twenty rand).

*Acting as Arbitrator.*

(10) (a) For acting as arbitrator, where there is more than one, the fee shall be R10 (ten rand) per hour or part thereof, with a minimum of R30 (thirty rand) for each arbitrator.

(b) For acting as sole arbitrator or umpire, the fee shall be double the foregoing with a minimum of R60 (sixty rand).

(c) The said fee shall apply to the time occupied in the arbitration court and in framing the award.

*Assessor in Architectural Competition.*

(11) (a) For assessing plans in an architectural competition, the assessor's fee shall be a minimum of R200 (two hundred rand) plus one-fifth per cent, upon the assessor's estimated cost of the proposed buildings, in addition to travelling and out-of-pocket expenses.

(b) Where more than one assessor is appointed, the fee shall be decided by mutual arrangement between assessors and promoters.

*Disbursement and Travelling Expenses.*

(12) Disbursements necessarily incurred, copies of documents and drawings, and travelling and subsistence expenses shall be paid for by the client in addition to the fee for professional services: Provided that an additional charge may be made if the work should be at such a distance as to lead to an exceptional expenditure of time in travelling.

*Partial Services.*

(13) If the project or part of it be abandoned or deferred, or if part only of the full services of the architect be required, or if the services of the architect be dispensed with, the fee for the services rendered shall be determined as follows:—

(a) Preparation of sketch design to the approval of the client and estimate of cost: 1 per cent on architect's estimate of cost.

(b) Preparation of working drawings, detail drawings and the specification: 4 per cent on the accepted tender or, in the event of no tender being accepted, on the lowest *bona fide* tender or on the architect's estimate of cost, if no tenders are called for, less the amount to be paid in terms of paragraph (a).

(c) Supervision of the works and administration of the contract: 2 per cent on the value of each certificate; and on the completion of the works, 2 per cent on the final cost of the works, less previous payments.

*Inspeksie van bouwerk waarvan hy nie die argitek is nie.*

(7) Vir die inspeksie van geboue in aanbou en die dokumente wat daarop betrekking het, ten behoeve van die verbandhouer, en die indien van 'n verslag en 'n sertifikaat ten opsigte daarvan, is die tarief 1 persent tot 'n bedrag van R40,000 (veertigduisend rand) van die koste van die gebou, en  $\frac{1}{2}$  persent van die restant.

*Waardering van geboue.*

(8) Vir die waardering van geboue met die oog op belastingaanslag, brandversekering, onteiening, huur-opgawes en dergelike doeleindes, is die tarief R1 (een rand) per R1,000 (eenduisend rand) tot by R100,000 (honderdduisend rand) en 50 sent per R1,000 (eenduisend rand) van die restant, met 'n minimum bedrag van R10 (tien rand).

*Diens in verband met gedingvoering en arbitrasie.*

(9) Die tarief vir diens gelewer in verband met gedingvoering en arbitrasie word bereken op die basis van die tyd daardeur in beslag geneem, teen die tarief soos in subregulasie (5) aangegee, maar is in geen geval minder as R20 (twintig rand) nie.

*Optrede as arbiter.*

(10) (a) Vir optrede as arbiter, waar daar meer as een is, is die tarief R10 (tien rand) per uur of gedeelte daarvan, met 'n minimum van R30 (dertig rand) vir elke arbiter.

(b) Vir optrede as alleenarbiter of -skeidsregter, word voorgaande tarief verdubbel, met 'n minimum van R60 (sestig rand).

(c) Genoemde tarief geld vir die tyd wat in die arbitrasiehof en deur die opstel van die uitspraak in beslag geneem word.

*Assessor in 'n argitektuurkompetisie.*

(11) (a) As assessor van planne in 'n argitektuurkompetisie is die assessorsgelde 'n minimum van R200 (tweehonderd rand) plus een-vyfde persent van die assessor se geraamde koste van die voorgestelde geboue, bo en behalwe reiskoste en los uitgawes.

(b) Waar meer as een assessor aangestel word, word die tarief deur onderlinge reëling tussen assessore en promotors vasgestel.

*Uitgawes en reiskoste.*

(12) Uitgawes noodsaaklikerwys aangegaan, afskrifte van dokumente en afdrukke van tekeninge, en reis- en verblyfkoste word deur die kliënt betaal, bo en behalwe die gelde vir professionele dienste: Met dien verstande dat 'n bykomende bedrag gevra kan word as die werk so afgeleë is dat die reis buitengewoon lank duur.

*Gedeeltelike diens.*

(13) Indien die skema of deel daarvan gestaak of uitgestel word, of as net 'n deel van die volle diens van die argitek vereis word, of as daar van die diens van die argitek afgesien word, word die bedrag vir gelewerde diens as volg bereken:—

(a) Die opstel van 'n sketsontwerp tot tevredenheid van die kliënt, en die raming van koste: 1 persent van die argitek se raming van koste.

(b) Opstel van werktekeninge, detailtekeninge en die spesifikasie: 4 persent van die aangenome tender, of ingeval geen tender aanvaar word nie, van die laagste *bona fide*-tender, of van die argitek se raming van koste as geen tenders gevra word nie, min die bedrag betaalbaar volgens paragraaf (a).

(c) Toesig oor die werke en uitvoering van die kontrak: 2 persent van die bedrag van elke sertifikaat; en by voltooiing van die werke 2 persent van die finale koste van die werke, min vorige betalings.

*Architects' Fees for Housing Schemes.*

(14) The following scale of fees is for Housing Schemes consisting of not less than three distinct domestic buildings being a repetition of one type and erected at the same time and locality from the same set of contract documents:—

- (a) (i) Preparation of sketch design for each type to the approval of the client, and estimate of cost: 1 per cent on total value of type.
- (ii) Preparation of working drawings, detail drawing and specification for each type: 3 per cent on total value of type.
- (b) For each use of the type:  $\frac{1}{4}$  per cent on total value of work.
- (c) (i) Site and drainage plans for each building:  $\frac{1}{4}$  per cent on total value of work.
- (ii) Supervision of the works and administration of the contract:  $1\frac{1}{2}$  per cent on total value of work.

*Acting in Consultative Capacity.*

(15) For acting in a consultative capacity the fee shall be by arrangement between the consulting architect and the client and shall be additional to the fees for the architects' professional services as laid down in subregulations (1) to (14) hereof."

5. The following regulation is substituted for regulation 86:—

**" QUANTITY SURVEYORS' FEES.**

86. In the absence of special agreement, a quantity surveyor shall be entitled to charge, for his professional services, the following over-all scale of fees, based upon the inclusion of the total value of all labour and materials, whether supplied free or not, and of all provisional sums:—

*Bills of Quantities.*

- (a) For preliminary work and consultations in connection with and preparing bills of quantities—on the total value:  $2\frac{1}{2}$  per cent.

*Variation Accounts.*

- (b) For preparing variation accounts on the value of measured work involved in the variations and on provisional sums not included in the original contract:  $2\frac{1}{2}$  per cent.

*Provisional Quantities and Measurement of Work Executed.*

- (c) For preliminary work and consultation in connection with and preparing provisional bills of quantities, and subsequently preparing the final account of the work as executed: on the total value, 3 per cent.

*Housing Schemes consisting of Domestic Buildings being Repetitions of Types.*

- (d) (i) For preliminary work and consultations in connection with and preparing bills of quantities:—

On the total value of each type:  $2\frac{1}{2}$  per cent. Plus on the total value of all repetitions:  $\frac{1}{8}$  per cent.

- (ii) For all works or portions of works requiring separate measuring or any adjustments of types: On the value of the work separately measured or adjusted:  $2\frac{1}{2}$  per cent.
- (iii) For administration and valuation for payment certificates: On the total value of work:  $\frac{3}{8}$  per cent.
- (iv) For preparing variation accounts: On the value of measured work involved in the variations and on provisional sums not included in the original contract:  $2\frac{1}{2}$  per cent.

*Argiteksgelde vir behuisingskemas.*

(14) Hierdie tarief is van toepassing op behuisingskemas bestaande uit minstens drie afsonderlike woongeboue wat 'n herhaling is van een tipe en tege-lykertyd en op dieselfde plek volgens dieselfde stel kontraktokumente opgerig word.

- (a) (i) Die opstel van 'n sketsontwerp vir elke tipe tot tevredenheid van die kliënt, en die raming van koste: 1 persent van die totale waarde van die tipe.
- (ii) Vir die opstel van werk- en detailtekeninge, en 'n spesifikasie vir elke tipe: 3 persent van die totale waarde van die tipe.
- (b) Vir elke gebruik van die tipe:  $\frac{1}{4}$  persent van die totale waarde van die werk.
- (c) (i) Terrein- en dreineringsplanne vir elke gebou:  $\frac{1}{4}$  persent van die totale waarde van die werk.
- (ii) Toesig oor die werke en uitvoering van die kontrak:  $1\frac{1}{2}$  persent van die totale waarde van die werk.

*Optrede in adviserende hoedanigheid.*

(15) Vir optrede in 'n adviserende hoedanigheid word die gelde vasgestel ooreenkomstig die besluit van die konsultargitek en die kliënt en maak sodanige gelde nie deel uit nie van die gelde vir die argitek se professionele dienste soos vasgestel in subregulasie (1) tot (14) hiervan."

5. Regulasie 86 word deur onderstaande regulasie vervang:—

**„BOUREKENAARSGELDE.**

86. As daar nie 'n spesiale ooreenkoms bestaan nie, is 'n bourekenaar, vir sy professionele dienste, geregtig op vergoeding volgens die volgende omvattende skaal van gelde, wat gebaseer is op die insluiting van die totale waarde van alle arbeid en materiale, hetsy dit vry verskaf word al dan nie, en van alle voorlopige bedrae:—

*Hoeveelheidslyste.*

- (a) Vir voorlopige werk en raadpleging in verband met en opstel van hoeveelheidslyste—op die totale waarde:  $2\frac{1}{2}$  persent.

*Wysigingsrekenings.*

- (b) Vir opstel van wysigingsrekenings op die waarde van gemete werk betrokke by die wysigings en op voorlopige bedrae wat nie by die oorspronklike kontrak inbegrepe was nie:  $2\frac{1}{2}$  persent.

*Voorlopige hoeveelhede en meting van uitgevoerde werk.*

- (c) Vir voorlopige werk en raadpleging in verband met en opstel van voorlopige hoeveelheidslyste, en daarna opstel van finale rekening vir die werk soos uitgevoer: op die totale waarde, 3 persent.

*Behuisingskemas wat bestaan uit woongeboue waarin tipes herhaal word.*

- (d) (i) Vir voorlopige werk en raadpleging in verband met en opstel van hoeveelheidslyste:—

Op die totale waarde van elke tipe:  $2\frac{1}{2}$  persent; plus op die totale waarde van alle herhalings:  $\frac{1}{8}$  persent.

- (ii) Vir alle werke of dele van werke wat aparte meting vereis, of enige wysigings van tipes: Op die waarde van die werk apart gemeet of gewysig:  $2\frac{1}{2}$  persent.
- (iii) Vir administrasie en waardering vir betalingsertifikate: Op die totale waarde van werk:  $\frac{3}{8}$  persent.
- (iv) Vir opstel van wysigingsrekenings: Op die waarde van gemete werk betrokke by die wysigings en op voorlopige bedrae wat nie by die oorspronklike kontrak inbegrepe was nie:  $2\frac{1}{2}$  persent.

*Schedules of Materials.*

- (e) For preparing schedules of materials only: On the total value thereof: 5 per cent.

*Valuations for Certificates.*

- (f) For surveying works in progress, for which he has not prepared the quantities, taking particulars and reporting for interim payment certificates,  $\frac{1}{2}$  per cent on the amount of each valuation less the amount of any previous valuation or valuations upon which fees have been paid to him.

*Valuing Buildings.*

- (g) For making valuations of buildings for assessment for taxation, fire insurance, expropriation, rental return and similar purposes, the fee shall be R1 (one rand) per R1,000 (one thousand rand) up to R100,000 (one hundred thousand rand) and 50 cents per R1,000 (one thousand rand) on the residue, with a minimum fee of R10 (ten rand).

*Inspecting Building Work.*

- (h) For inspecting buildings in the course of construction and the documents relating thereto, on behalf of the mortgagee, reporting thereon and certifying therefor, the fee shall be 1 per cent up to R40,000 (forty thousand rand) on the cost of the building and  $\frac{1}{2}$  per cent on the residue.

*Time Charges.*

- (i) Where the work is of such a character that percentage or other stated charges are inapplicable, a time charge shall be made at the minimum rate of R8.40 (eight rand and forty cents) per hour or part thereof.

*Services re Litigation and Arbitration.*

- (j) The fee for services rendered in connection with litigation and arbitration shall be on the basis of time occupied at the rate laid down in paragraph (i) but in no case less than R20 (twenty rand).

*Acting as Arbitrator.*

- (k) (i) For acting as arbitrator, where there is more than one, the fee shall be R10 (ten rand) per hour or part thereof, with a minimum of R30 (thirty rand) for each arbitrator.  
 (ii) For acting as sole arbitrator or umpire, the fee shall be double the foregoing with a minimum of R60 (sixty rand).  
 (iii) The said fee shall apply to the time occupied in the arbitration court and in framing the award.

*Cost-plus Contracts.*

- (l) (i) For negotiating conditions and compiling contract and arranging conditions for specialists or sub-contractors, including estimate of cost: On the total value:  $\frac{1}{2}$  per cent.  
 (ii) For auditing all time sheets, delivery notes, invoices, etc.; checking rates of wages and costs of materials; preparing progressive statements of account; making check measurements of the principal materials used in the building for comparison with invoices; and preparing the final account—on the total value:  $2\frac{1}{2}$  per cent.

*Lyste van materiale.*

- (e) Vir die opstel van lyste van slegs materiale: Op die totale waarde daarvan: 5 persent.

*Waarderings vir sertifikate.*

- (f) Vir opname van werke aan die gang, waarvoor hy nie die hoeveelhede bereken het nie, opname van besonderhede en verslag doen vir tussen tydse betalingsertifikate,  $\frac{1}{2}$  persent op die bedrag van elke waardering min die bedrag van enige vorige waardering of waarderings waarop gelde aan hom betaal is.

*Waardering van geboue.*

- (g) Vir waardering van geboue met die oog op belastingaanleg, brandversekering, onteiening, huuropgawes en dergelike doeleindes, is die tarief R1 (een rand) per R1,000 (eenduisend rand) tot 'n bedrag van R100,000 (honderdduisend rand) en 50 sent per R1,000 (eenduisend rand) van die restant met 'n minimum bedrag van R10 (tien rand).

*Inspeksie van bouwerk.*

- (h) Vir inspeksie van geboue in aanbou en van die betrokke dokumente, ten behoeve van die verbandhouer, verslag daaroor doen en daarvoor sertifiseer, is die vergoeding 1 persent tot R40,000 (veertigduisend rand) van die koste van die gebou en  $\frac{1}{2}$  persent van die restant.

*Tydgelde.*

- (i) Waar die werk van so 'n aard is dat persentasie- of ander aangegewe vergoeding nie van toepassing is nie, word gelde volgens tyd teen 'n minimum tarief van R8.40 (agt rand en veertig sent) per uur of deel daarvan bereken.

*Dienste insake gedingvoering en arbitrasie.*

- (j) Vir dienste in verband met gedingvoering en arbitrasie gelewer, word vergoeding volgens tyd in beslag geneem ooreenkomstig paragraaf (i) bereken met 'n minimum van R20 (twintig rand).

*Optrede as arbiter.*

- (k) (i) Vir optrede as arbiter, waar daar meer as een is, is die tarief R10 (tien rand) per uur of gedeelte daarvan, met 'n minimum van R30 (dertig rand) vir elke arbiter.  
 (ii) Vir optrede as alleenarbiter of -skeidsregter, word voorgaande tarief verdubbel, met 'n minimum van R60 (sestig rand).  
 (iii) Genoemde tarief geld vir die tyd wat in die arbitrasiehof en deur die opstel van die uitspraak in beslag geneem word.

*Koste-plus-kontrakte.*

- (l) (i) Vir onderhandeling insake voorwaardes en opstel van kontrak en reëling van voorwaardes vir deskundiges of onderaannemers, met inbegrip van raming van koste: Op die totale waarde:  $\frac{1}{2}$  persent.  
 (ii) Vir ouditering van alle tydstate, afleweringsbriewe, fakture, ens.; nasien van loon-skale en koste van materiaal; opstel van lopende kosterekenings; kontroleopnames van hoofmateriale in die bouwerk gebruik vir vergelyking met fakture; en opstel van finale rekening, op die totale waarde:  $2\frac{1}{2}$  persent.

*Disbursements and Travelling Expenses.*

- (m) Disbursements necessarily incurred, copies of documents and drawings, and travelling and subsistence expenses, shall be paid for by the client in addition to the fee for professional services: Provided that an additional charge may be made if the work should be at such a distance as to lead to an exceptional expenditure of time in travelling."

6. The following regulation is substituted for regulation 87:—

"87. It shall be unprofessional conduct on the part of an architect or quantity surveyor—

*Building Trades.*

- (a) to engage directly or indirectly in any of the building trades (except as owner or part owner of the building to be erected);

*Illicit Commissions.*

- (b) to accept any dishonest commission in any form whatsoever;

*Non-signing of Drawings, Bills of Quantities, etc.*

- (c) to issue any drawings or specifications, unless the said drawings or specifications bear his name or the name of his firm;  
 (d) to issue any bill of quantities, certificate or final account or similar work performed by himself, or by some person in his employ, unless the same bears his name or the name of his firm;

*Sharing of Fees: Partnerships.*

- (e) to share or agree to share fees or enter into partnership in regard to architectural or quantity surveying work, as from 30th June, 1950, with any person not registered as a member of the Institute or enrolled as a member of the Chapter;

*Architectural Competitions.*

- (f) to take part in any architectural competition, limited or otherwise, unless the conditions thereof contain the clause: 'These conditions have been submitted to and been approved by the Central Council of the Institute of South African Architects';  
 (g) to attempt in any way to secure work for which a competition has been instituted, except as competitor and in accordance with the conditions of that competition;  
 (h) to attempt to influence unfairly or dishonourably, whether directly or indirectly, the award in a competition;  
 (i) to do the work, or any part thereof, for which a competition has been instituted, if he or his partner has acted as assessor or adjudicator;

*Retention of 'Quantity' Documents.*

- (j) for any quantity surveyor wilfully to destroy or fail without a satisfactory reason to produce his original dimensions, abstracts, draft bill and any other documentary evidence necessary to verify his bill of quantities, until twelve months after the final completion of the contract and settlement of all accounts;

*Where One Practitioner Replaces Another.*

- (k) knowingly to undertake a commission while the claim for compensation or damages, or both, of an architect or quantity surveyor previously employed and whose employment has been terminated, remains unsatisfied, unless security for the due satisfaction of any award or judgment which may be made or given in favour of the said architect or quantity surveyor, has been given. The first-named architect or quantity surveyor may report the matter to his

*Uitgawes en reiskoste.*

- (m) Uitgawes noodsaaklikerwys aangegaan, afskrifte van dokumente en afdrukke van tekeninge, en reis- en verblyf-koste word deur die kliënt betaal bo en behalwe die gelde vir professionele dienste: Met dien verstande dat 'n bykomende bedrag gevra kan word as die werk so afgeleë is dat die reis buitengewoon lank duur."

6. Regulasie 87 word deur onderstaande regulasie vervang:—

"87. Dit is onprofessionele gedrag van 'n argitek of bourekenaar—

*Boubedrywe.*

- (a) om hom direk of indirek besig te hou met enige van die boubedrywe (behalwe as eienaar of gedeeltelike eienaar van die gebou wat opgerig word);

*Onwettige kommissies.*

- (b) om enige oneerlike kommissie in watter vorm ook al aan te neem;

*Nie-ondertekening van tekenings, hoeveelheidslyste, ens.*

- (c) om enige tekenings of spesifikasies uit te gee, tensy genoemde tekenings of spesifikasies sy naam, of die naam van sy firma, dra;  
 (d) om enige hoeveelheidslys, sertifikaat of finale rekening, of dergelyke werk deur hom of enige iemand in sy diens verrig, uit te gee, tensy dit sy naam, of die naam van sy firma, dra;

*Verdeling van gelde: Vennootskappe.*

- (e) om gelde te verdeel of instem om dit te verdeel, of om 'n vennootskap aan te gaan met betrekking tot argitekswerk of bourekenaarswerk, vanaf 30 Junie 1950, met enige persoon wat nie onderskeidelik as lid van die Instituut geregistreer of as lid van die Tak ingeskryf is nie.

*Argitektuurkompetisies.*

- (f) om deel te neem aan enige argitektuurkompetisie, beperk of andersins, tensy die voorwaardes daarvan die volgende insluit: 'Hierdie voorwaardes is voorgelê aan, en goedgekeur deur, die Sentrale Raad van die Instituut van Suid-Afrikaanse Argiekte';  
 (g) om op enige manier te probeer om werk te verkry waarvoor daar 'n kompetisie uitgeskryf is, behalwe as mededinger en ooreenkomstig die voorwaardes van daardie kompetisie;  
 (h) om te probeer om onregverdiglik of oneerlik, direk of indirek die uitspraak in 'n kompetisie te beïnvloed;  
 (i) om die werk waarvoor 'n kompetisie uitgeskryf is, of 'n gedeelte daarvan, te doen, as hy of sy vennoot as assessor of beoordelaar opgetree het;

*Bewaring van bourekenaarsdokumente.*

- (j) as 'n bourekenaar sonder 'n bevredigende rede in gebreke bly om sy oorspronklike afmetings, of sy uittreksels, konseponkostelys of enige ander dokumentêre bewys wat vir die verifiëring van sy lysie van hoeveelhede nodig is, te toon, of dit binne twaalf maande na die voltooiing van die kontrak en vereffening van alle rekenings vernietig;

*Waar een praktisyn 'n ander vervang.*

- (k) om willens en wetens 'n opdrag te onderneem terwyl 'n eis vir kompensasie of skadevergoeding, of albei, van 'n argitek of bourekenaar van wie se dienste voorheen gebruik gemaak is en wie se dienste beëindig is, nog onbetaald bly, tensy sekuriteit gegee is vir die behoorlike uitvoëring van enige uitspraak of vonnis ten gunste van genoemde argitek of bourekenaar. Eersgenoemde argitek of bourekenaar kan die

Provincial Committee or Board and if they have reasonable grounds for not being satisfied with the security they may forbid the second architect or quantity surveyor to proceed with the work and if he nevertheless proceeds with the work this shall be considered unprofessional conduct;

*Under-cutting of Fees.*

- (l) (i) to deviate from, by charging less than, the scale of fees laid down in regulations 85 and 86, whether or not a special agreement has been entered into, without notifying his Provincial Institute or the Board of his intention to do so and the extent of such deviation;
- (ii) to accept remuneration at less than the statutory scale of fees with the object of attracting clients, or directly or indirectly to hold himself out as being prepared to do professional work for less than the statutory scale of fees;

*Improper Inducement.*

- (m) to obtain or attempt to obtain architectural or quantity surveying work by means of offering or paying monetary or other valuable consideration or inducement to any person or persons, or by any other improper means;

*Touting.*

- (n) (i) to tout for or in any way to solicit professional work;
- (ii) to prepare or to submit any building plan or scheme for which he has not been professionally engaged;

*Advertising and Circularising.*

- (o) (i) to advertise in the lay press in any professional respect whatsoever, or to arrange or inspire reports, interviews, articles or notices of any description referring to himself professionally in a manner calculated to attract clients;
- (ii) to issue circulars, letters or professional business cards seeking to obtain professional work;
- (iii) to issue circulars, letters or professional business cards, notifying change of address, etc., to any person or body other than established client;

*'Salaried' Membership.*

- (p) (i) for a member of the salaried class to do the work of an architect or quantity surveyor for remuneration except for the person, firm or institution by whom he is employed on a salaried basis;
- (ii) for a member of the salaried class to do the work of an architect or quantity surveyor in an honorary capacity unless he has first obtained the permission of his Provincial Institute or the Board;

*Statutory Contravention.*

- (q) knowingly to contravene the provisions of this Act or these regulations;

*To Act Unfairly.*

- (r) knowingly to act unfairly against the interests of any party to a building contract in which his name appears;

*Unfair Competition.*

- (s) knowingly to compete for professional work with a fellow-practitioner with whom any negotiations are taking place, or have taken place, in respect of such work;

saak rapporteer by sy Provinsiale Komitee of Bestuur, en as hulle redelike gronde het om ontevrede te wees met die sekuriteit kan hulle die tweede argitek of bourekenaar verbied om met die werk voort te gaan, en as hy desnie-teenstaande met die werk voortgaan, word dit as onprofessionele gedrag beskou;

*Laer gelde vra.*

- (l) (i) om, deur minder te vra, af te wyk van die skaal van gelde bepaal in Regulasies 85 en 86, of daar 'n spesiale ooreenkoms aangegaan is of nie, sonder om sy Provinsiale Instituut of die Bestuur in kennis te stel van sy voorneme om dit te doen en van die omvang van sy afwyking;
- (ii) om vergoeding teen minder as die statutêre skaal van gelde aan te neem ten einde kliënte te trek, of direk of indirek hom uit te gee as synde bereid om professionele werk teen minder as die statutêre skaal van gelde te doen;

*Onbehoorlike lokmiddel.*

- (m) om argitekswerk of bourekeningswerk te verkry of te probeer verkry deur 'n geldelike of ander waardevolle vergoeding of lokmiddel aan enige persoon of persone aan te bied of te betaal, of op enige ander onbehoorlike wyse;

*Kliënte lok.*

- (n) (i) om kliënte te lok, of op enige manier professionele werk te werf;
- (ii) om enige bouplan of skema waarvoor hy nie professioneel aangestel is nie, op te stel of voor te lê;

*Adverteer en omsendbriewe uitstuur.*

- (o) (i) om enige professionele opsig wat ook al, in die lekepers te adverteer of om verslae, onderhoude, artikels of kennisgewings van enige aard wat op hom in sy professionele hoedanigheid betrekking het en wat bereken is om kliënte te lok, te reël of te inspireer;
- (ii) om omsendbriewe, briewe of professionele besigheidskaartjies uit te stuur met die doel om daardeur professionele werk te verkry;
- (iii) om omsendbriewe, briewe of professionele besigheidskaartjies waardeer hy kennis gee van verandering van adres, ens., uit te stuur aan enige ander persoon of liggaam as 'n vaste kliënt;

*Gesalarieerde lidmaatskap.*

- (p) (i) as 'n lid van die gesalarieerde klas die werk van 'n argitek of 'n bourekenaar teen vergoeding doen behalwe vir die persoon, firma of inrigting deur wie hy op 'n salarisbasis in diens is;
- (ii) as 'n lid van die gesalarieerde klas die werk van 'n argitek of bourekenaar doen in 'n honorêre hoedanigheid, tensy hy vooraf die toestemming van sy Provinsiale Instituut of die Bestuur verkry het;

*Statutêre oortredings.*

- (q) om willens en wetens die bepalings van hierdie Wet of hierdie regulasies te oortree;

*Onregverdige optrede.*

- (r) om willens en wetens onregverdiglik op te tree teen die belange van enige betrokke in 'n boukontrak waarin sy naam voorkom;

*Onregverdige mededinging.*

- (s) om willens en wetens met 'n medepraktisyn met wie enige onderhandelings plaasvind of plaasgevind het, te kompeteer met betrekking tot sodanige werk;

*Non-disclosure of Partnership or Changes in Partnership.*

- (t) to enter into, or to dissolve, any form of partnership with an architect or quantity surveyor without disclosing the fact to his Provincial Committee and/or to the Board;

*Names of Partners on Letterheads.*

- (t) *bis* whether he is a sole principal of or a partner in a firm of architects or quantity surveyors, to fail to display the name and address of such firm on all letterheads, together with the names of the principal or all the partners in such firm: Provided that where the firm has more than one office or branch the said particulars shall apply in respect of the office or branch concerned;

*Dishonourable Conduct.*

- (u) to conduct himself dishonourably in connection with the work performed by him as an architect or quantity surveyor;

*'Retired' Membership.*

- (v) for a member of the retired class to do the work of an architect or a quantity surveyor, respectively, for remuneration within the Republic;

*Consultative Engagement.*

- (w) having acted in a consultative capacity in respect of work awarded to any other architect or quantity surveyor whose services are afterwards dispensed with, to carry out such work;

*Articling of Non-Matriculated Students.*

- (x) to enter into articles with a student or pupil who has not passed the matriculation examination of the Joint Matriculation Board, or is not in possession of a certificate of exemption from that examination issued by the said Board, until such student or pupil has been approved by the Institute's Board of Education;

*Irregular Signing of Plans.*

- (y) to sign, as architect, any building plan of which he is not the bona fide author;

*Not to Act as Architect if Nominated as Assessor.*

- (z) to act as architect or joint architect for any work in respect of which he has been nominated for or has accepted the assessorship in any proposed competition, or to act as architect or joint architect for any work with which he has been brought into contact directly through the Central Council or any of the Provincial Committees, unless the Central Council or Provincial Committee has recommended him as architect for such work;

*Office Not to be in Charge of Unregistered Person.*

- (aa) to open any office for the purpose of there carrying on the profession of architecture or quantity surveying unless such office shall be under the continuous direct and personal supervision of a member of the Institute or of the Chapter respectively;

*Discredit on Profession.*

- (bb) so to conduct himself as to bring discredit upon the profession of architecture or quantity surveying."

7. The following regulation is substituted for Regulation 97:—

*"Penal Provisions.*

97. A Committee after having inquired into the conduct of any member may—

- (a) take no further action, or  
(b) caution the member, or

*Verswyging van vennootskap of verandering in vennootskap.*

- (t) om enige vorm van vennootskap met 'n argitek of bourekenaar aan te gaan of te ontbind sonder sy Provinsiale Instituut en/of die Bestuur in kennis te stel;

*Name van vennote op briefhoofde.*

- (t) *bis* hetsy hy die enigste prinsipaal of 'n vennoot in 'n firma van argitek of bourekenaars is, om te versuim om die naam en adres van die firma tesame met die naam van die prinsipaal of al die name van vennote in sodanige firma, op alle briefhoofde te vertoon; Met dien verstande dat waar die firma meer as een kantoor of takkantoor het, genoemde besonderhede van toepassing is ten opsigte van die betrokke kantoor of takkantoor;

*Oneerbare gedrag.*

- (u) om hom oneerbaar te gedra in verband met werk wat deur hom as argitek of bourekenaar gedoen word;

*Afgetrede lidmaatskap.*

- (v) om as 'n lid van die afgetrede klas werk onderskeidelik van 'n argitek of bourekenaar teen vergoeding binne die Republiek te doen;

*Adviesdiens.*

- (w) as hy in 'n adviserende hoedanigheid opgetree het by werk toegewys aan 'n ander argitek of bourekenaar, wie se dienste later opgesê word, om sodanige werk uit te voer;

*Leerkontrak met nie-gematrikuleerde studente.*

- (x) om 'n leerkontrak aan te gaan met 'n student of leerling wat nog nie in die Matrikulasie-eksamen van die Gemeenskaplike Matrikulasieraad geslaag het nie of wat nie in besit is nie van 'n vrystellingsertifikaat van genoemde eksamen, uitgereik deur genoemde Raad, alvorens so 'n student of leerling deur die Instituut se Onderwysraad goedgekeur is;

*Omreëlmattige ondertekening van planne.*

- (y) om enige bouplan waarvan hy nie die bona fide-outeur is nie, as argitek te onderteken;

*Mag nie as argitek optree indien as assessor benoem nie.*

- (z) om op te tree as argitek of gesamentlike argitek by enige werk waarby hy benoem is as assessor, of die assessorskap aangeneem het in enige voorgestelde kompetisie, of om op te tree as argitek of gesamentlike argitek by enige werk waarmee hy in aanraking gebring is direk deur bemiddeling van die Sentrale Raad of enigeen van die Provinsiale Komitees, tensy die Sentrale Raad of Provinsiale Komitee hom as argitek vir sodanige werk aanbeveel het;

*Kantoor mag nie onder toesig van 'n ongeregistreerde persoon wees nie.*

- (aa) Om enige kantoor te open met die doel om daar die professie van argitektuur of bourekening te beoefen, tensy sodanige kantoor onder die voltydse direkte en persoonlike toesig van 'n lid van onderskeidelik die Instituut of die Tak staan;

*Professie in diskrediet bring.*

- (bb) om hom so te gedra dat die professie van argitektuur of bourekening daardeur in diskrediet gebring word."

7. Regulasie 97 word deur onderstaande regulasie vervang:—

*„Strafbepalings.*

„97. Na 'n Komitee ondersoek ingestel het na die gedrag van enige lid, kan hy—

- (a) geen verdere stappe doen nie, of  
(b) die lid waarsku, of

- (c) impose a fine not exceeding R600 (six hundred rand) on the said member, or
- (d) decide to obtain the consent of the Central Council to its applying to Court in terms of section *seventeen* of the Act, and thereupon act accordingly; and
- (e) may make such order as to the cost incurred in the hearing of the inquiry as in its judgment is required;”.

No. R. 2078.] [23 December 1966.  
UNIVERSITY OF THE WITWATERSRAND,  
JOHANNESBURG.—STATUTE, AMENDMENT.

The Minister of Education, Arts and Science has, under and by virtue of the powers vested in him by section 17 (2) of the Universities Act, 1955, approved the following amendments to the Statute of the University of the Witwatersrand, Johannesburg, published under Government Notice No. R. 1964 of 2nd December, 1960, as amended by Government Notice No. R. 1494 of 1st October, 1965:—

1. The following paragraph is substituted for paragraph 7:—

“7. (1) Every person who has made a donation to the University, whether in cash or otherwise, to the value of not less than R1,000 shall become a member of the constituency referred to in paragraph (i) of subsection (1) of section *nine* of the Act.

(2) A promise to make a donation of an amount of not less than R1,000, to be paid in instalments over a period of not more than ten years, shall be deemed to be a donation, the promisor to become a member of the constituency on payment of the first instalment and to remain a member as long as he is not in arrear with his instalments.”.

2. Paragraph 24 is amended by the substitution for clause (i) of subparagraph (d) of the following clause:—

“(i) to appoint the Deans of Faculties other than full-time Deans (if any) appointed by the Council and to appoint a Dean of Graduate Studies in the Faculty of Engineering;”.

3. The following paragraph is substituted for paragraph 31:—

“31. There shall be a General Purposes Committee of the Senate, consisting of the Principal, the Vice-Principal, if there be such an officer, the Deans of the Faculties, the Dean of Graduate Studies in the Faculty of Engineering, and the members of the Senate who have been elected to the Council by the Senate.”.

4. Paragraph 32 is amended by the substitution for subparagraph (1) of the following:—

“(1) There shall be the following other committees of Senate to be termed Boards of Faculties, namely:—

- The Board of the Faculty of Arts;
- the Board of the Faculty of Science;
- the Board of the Faculty of Medicine;
- the Board of the Faculty of Engineering;
- the Board of the Faculty of Commerce;
- the Board of the Faculty of Law;
- the Board of the Faculty of Dentistry;
- the Board of the Faculty of Architecture; and
- the Board of the Faculty of Business Administration.”.

5. The following paragraph is substituted for paragraph 33:—

“33. Each of the Deans of the Faculties, and the Dean of Graduate Studies in the Faculty of Engineering shall be a Committee of the Senate.”.

- (c) 'n boete van hoogstens R600 (seshonderd rand) aan die betrokke lid oplê, of
- (d) besluit om die toestemming van die Sentrale Raad te verkry om by die Hof aansoek te doen kragtens artikel *sewentien* van die Wet, en dan daarvolgens te handel; en
- (e) sodanige bevel uitvaardig insake die koste aangegaan met die verhoor van die ondersoek as wat hy na sy oordeel nodig ag.”

No. R. 2078.] [23 Desember 1966.  
UNIVERSITEIT VAN DIE WITWATERSRAND,  
JOHANNESBURG.—WYSIGING VAN STATUUT.

Kragtens die bevoegdheid hom verleen by artikel 17 (2) van die Wet op Universiteite, 1955 (Wet No. 61 van 1955), het die Minister van Onderwys, Kuns en Wetenskap sy goedkeuring geheg aan onderstaande wysigings van die Statuut van die Universiteit van die Witwatersrand, Johannesburg, afgekondig by Goewermentskennisgewing No. R. 1964 van 2 Desember 1960, soos gewysig by Goewermentskennisgewing No. R. 1494 van 1 Oktober 1965:—

1. Paragraaf 7 word deur onderstaande paragraaf vervang:—

„7. (1) Elke persoon wat 'n skenking ter waarde van minstens R1,000, hetsy in kontant of andersins, aan die Universiteit maak, word lid van die kiesliggaam waarvan in paragraaf (i) van subartikel (1) van artikel *nege* van die Wet melding gemaak word.

(2) Daar word geag dat 'n belofte om 'n skenking ten bedrae van minstens R1,000 te maak, betaalbaar in paaiemente oor 'n tydperk van hoogstens tien jaar, 'n skenking is, en die persoon wat die belofte maak, word 'n lid van die kiesliggaam by betaling van die eerste paaiement en bly 'n lid vir solank hy nie met sy paaiemente agterstallig is nie.”.

2. Paragraaf 24 word gewysig deur klousule (i) van subparagraph (d) deur onderstaande klousule te vervang:—

„(i) die dekaane van fakulteite aanstel, met die uitsondering van voltydse dekaane (indien daar is) wat deur die Raad aangestel word, en 'n Dekaan van Nagraadse Studie in die Fakulteit Ingenieurswese aanstel;”.

3. Paragraaf 31 word deur onderstaande paragraaf vervang:—

„31. Daar is 'n Senaatkomitee vir Algemene Doel-eindes, bestaande uit die Prinsipaal, die Vise-prinsipaal, indien daar so 'n amptenaar is, die dekaane van die fakulteite, die Dekaan van Nagraadse Studie in die Fakulteit Ingenieurswese, en die lede van die Senaat wat deur die Senaat gekies is as lede van die Raad.”.

4. Paragraaf 32 word gewysig deur subparagraph (1) deur onderstaande te vervang:—

„(1) Daar is die volgende ander Senaatskomitees wat fakulteitrade genoem word, naamlik:—

- Die Raad van die Fakulteit Lettere en Wys-begeerte;
- die Raad van die Fakulteit Natuurwetenskappe;
- die Raad van die Fakulteit Geneeskunde;
- die Raad van die Fakulteit Ingenieurswese;
- die Raad van die Fakulteit Handelswetenskappe;
- die Raad van die Fakulteit Regsgeleerdheid;
- die Raad van die Fakulteit Tandheelkunde;
- die Raad van die Fakulteit Argitektuur; en
- die Raad van die Fakulteit Bedryfsadministra-sie.”.

5. Paragraaf 33 word deur onderstaande paragraaf vervang:—

„33. Die dekaan van elke fakulteit en die Dekaan van Nagraadse Studie in die Fakulteit Ingenieurswese is 'n komitee van die Senaat.”.

6. The following paragraph is substituted for paragraph 35:—

„35. The General Purposes Committee, the Boards of Faculties, the Deans of Faculties and the Dean of Graduate Studies in the Faculty of Engineering in their capacities as committees of the Senate and any committee established in terms of paragraph 34, shall have respectively such functions as the Senate may entrust to each of them.”

7. The following paragraph is substituted for paragraph 52:—

„52. The University shall have the power to confer the following degrees, viz.—

(i) In the Faculty of Arts:—

(a) In Arts:—

Bachelor of Arts to be denoted by the letters: B.A.

Bachelor of Arts with Honours to be denoted by the letters: B.A.Hons.

Bachelor of Arts in Fine Arts to be denoted by the letters: B.A. (Fine Arts).

Bachelor of Arts in Social Work to be denoted by the letters: B.A. (Social Work).

Bachelor of Arts in Logopedics to be denoted by the letters: B.A. (Logopedics).

Bachelor of Arts in Public Administration to be denoted by the letters: B.A. (Public Admin.).

Master of Arts to be denoted by the letters: M.A.

Master of Arts in Clinical Psychology to be denoted by the letters: M.A. (Clin. Psych.).

Master of Arts in Social Work to be denoted by the letters: M.A. (Social Work).

Doctor of Philosophy to be denoted by the letters: Ph.D.

Doctor of Literature to be denoted by the letters: D.Litt.

(b) In Music:—

Bachelor of Music to be denoted by the letters: B.Mus.

Bachelor of Music with Honours to be denoted by the letters: B.Mus.Hons.

Master of Music to be denoted by the letters: M.Mus.

Doctor of Philosophy to be denoted by the letters: Ph.D.

Doctor of Music to be denoted by the letters: D.Mus.

(c) In Education:—

Bachelor of Education to be denoted by the letters: B.Ed.

Master of Education to be denoted by the letters: M.Ed.

Doctor of Philosophy to be denoted by the letters: Ph.D.

Doctor of Literature to be denoted by the letters: D.Litt.

(ii) In the Faculty of Science:—

Bachelor of Science to be denoted by the letters: B.Sc.

Bachelor of Science in Industrial Chemistry to be denoted by the letters: B.Sc. (Ind. Chem.).

Bachelor of Science with Honours to be denoted by the letters: B.Sc.Hons.

6. Paragraaf 35 word deur onderstaande paragraaf vervang:—

„35. Die Komitee vir Algemene Doeleindes, die fakulteitrade, die dekane van fakulteite en die Dekaan van Nagraadse Studie in die Fakulteit Ingenieurswese in hul hoedanigheid van komitees van die Senaat, en enige ander komitees wat ooreenkomstig paragraaf 34 ingestel word, beklee onderskeidelik sodanige funksies as wat die Senaat aan elk van hulle mag opdra.”

7. Paragraaf 52 word deur onderstaande paragraaf vervang:—

„52. Die Universiteit kan die volgende grade toeken, naamlik:—

(i) In die Fakulteit Lettere en Wysbegeerte:—

(a) In Lettere en Wysbegeerte—

Baccalaureus Artium wat aangedui word met die letters: B.A.

Baccalaureus Artium met Honneurs wat aangedui word met die letters: B.A. Hons.

Baccalaureus Artium in die Skone Kunste wat aangedui word met die letters: B.A. in die Skone Kunste.

Baccalaureus Artium in Sosiale Werk wat aangedui word met die letters: B.A. in Sosiale Werk.

Baccalaureus Artium in Spraakterapie wat aangedui word met die letters: B.A. in Spraakterapie.

Baccalaureus Artium in Openbare Administrasie wat aangedui word met die letters: B.A. in Openbare Administrasie.

Magister Artium wat aangedui word met letters: M.A.

Magister Artium in Kliniese Sielkunde wat aangedui word met die letters: M.A. in Kliniese Sielkunde.

Magister Artium in Sosiale Werk wat aangedui word met die letters: M.A. in Sosiale Werk.

Doctor Philosophiae wat aangedui word met die letters: Ph.D.

Doctor Litterarum wat aangedui word met die letters: D.Litt.

(b) In Musiek:—

Baccalaureus Musicae wat aangedui word met die letters: B.Mus.

Baccalaureus Musicae met Honneurs wat aangedui word met die letters: B.Mus. Hons.

Magister Musicae wat aangedui word met die letters: M.Mus.

Doctor Philosophiae wat aangedui word met die letters: Ph.D.

Doctor Musicae wat aangedui word met die letters: D. Mus.

(c) In Opvoedkunde:—

Baccalaureus Educationis wat aangedui word met die letters: B.Ed.

Magister Educationis wat aangedui word met die letters: M.Ed.

Doctor Philosophiae wat aangedui word met die letters: Ph.D.

Doctor Litterarum wat aangedui word met die letters: D. Litt.

(ii) In die Fakulteit Natuurwetenskappe:—

Baccalaureus Scientiae wat aangedui word met die letters: B.Sc.

Baccalaureus Scientiae in Industriële Chemie wat aangedui word met die letters: B.Sc. (Ind. Chem.)

Baccalaureus Scientiae met Honneurs wat aangedui word met die letters: B.Sc. Hons.

Master of Science to be denoted by the letters: M.Sc.  
 Doctor of Philosophy to be denoted by the letters: Ph.D.  
 Doctor of Science to be denoted by the letters: D.Sc.

(iii) In the Faculty of Medicine:—

Bachelor of Medicine and Bachelor of Surgery to be denoted by the letters: M.B., B.Ch.  
 Bachelor of Science in Physiotherapy to be denoted by the letters: B.Sc.(Physiotherapy).  
 Master of Medicine in Pathology to be denoted by the letters: M.Med.(Path.).  
 Master of Medicine in Diagnostic Radiology to be denoted by the letters: M.Med.Rad.(D.).  
 Master of Medicine in Radiation Therapy to be denoted by the letters: M.Med.Rad.(T.).  
 Master of Orthopaedic Surgery to be denoted by the letters: Ch.M.(Orth.).  
 Master of Surgery to be denoted by the letters: Ch.M.  
 Doctor of Medicine to be denoted by the letters: M.D.

(iv) In the Faculty of Engineering:—

Bachelor of Science in Engineering to be denoted by the letters: B.Sc.(Eng.).  
 Master of Science in Engineering to be denoted by the letters: M.Sc.(Eng.).  
 Doctor of Philosophy to be denoted by the letters: Ph.D.  
 Doctor of Science in Engineering to be denoted by the letters: D.Sc.(Eng.).  
 Doctor of Engineering to be denoted by the letters: D.Eng.

(v) In the Faculty of Commerce:—

Bachelor of Commerce to be denoted by the letters: B.Com.  
 Bachelor of Commerce with Honours to be denoted by the letters: B.Com.Hons.  
 Master of Commerce to be denoted by the letters: M.Com.  
 Doctor of Philosophy to be denoted by the letters: Ph.D.  
 Doctor of Science in Economics to be denoted by the letters: D.Sc.(Econ.).

(vi) In the Faculty of Law:—

Bachelor of Laws to be denoted by the letters: LL.B.  
 Master of Laws to be denoted by the letters: LL.M.  
 Doctor of Laws to be denoted by the letters: LL.D.

(vii) In the Faculty of Dentistry:—

Bachelor of Dental Surgery to be denoted by the letters: B.D.S.  
 Master of Dental Surgery to be denoted by the letters: M.D.S.  
 Doctor of Dental Surgery to be denoted by the letters: D.D.S.

(viii) In the Faculty of Architecture:—

(a) In Architecture:—

Bachelor of Architecture to be denoted by the letters: B.Arch.  
 Master of Architecture to be denoted by the letters: M.Arch.  
 Doctor of Architecture to be denoted by the letters: D.Arch.

Magister Scientiae wat aangedui word met die letters: M.Sc.  
 Doctor Philosophiae wat aangedui word met die letters: Ph.D.  
 Doctor Scientiae wat aangedui word met die letters: D.Sc.

(iii) In die Fakulteit Geneeskunde:—

Baccalaureus Medicinae en Baccalaureus Chirurgiae wat aangedui word met die letters: M.B., B.Ch.  
 Baccalaureus Scientiae in Fisioterapie wat aangedui word met die letters: B.Sc. (Fisioterapie).  
 Magister Medicinae in Patologie wat aangedui word met die letters: M.Med. (Pat.).  
 Magister Medicinae in Radiodiagnostiek wat aangedui word met die letters: M.Med.Rad.(D).  
 Magister Medicinae in Radioterapie wat aangedui word met die letters: M.Med.Rad.(T).  
 Magister Chirurgiae in Ortopedie wat aangedui word met die letters: Ch.M. (Orth.).  
 Magister Chirurgiae wat aangedui word met die letters: Ch.M.  
 Doctor Medicinae wat aangedui word met die letters: M.D.

(iv) In die Fakulteit Ingenieurswese:—

Baccalaureus Scientiae in Ingenieurswese wat aangedui word met die letters: B.Sc.(Ing.).  
 Magister Scientiae in Ingenieurswese wat aangedui word met die letters: M.Sc.(Ing.).  
 Doctor Philosophiae wat aangedui word met die letters: Ph.D.  
 Doctor Scientiae in Ingenieurswese wat aangedui word met die letters: D.Sc.(Ing.).  
 Doctor in Ingenieurswese wat aangedui word met die letters: D.Eng.

(v) In die Fakulteit Handelwetenskappe:—

Baccalaureus Commercii wat aangedui word met die letters: B.Com.  
 Baccalaureus Commercii met Honneurs wat aangedui word met die letters: B.Com.Hons.  
 Magister Commercii wat aangedui word met die letters: M.Com.  
 Doctor Philosophiae wat aangedui word met die letters: Ph.D.  
 Doctor Scientiae in Ekonomie wat aangedui word met die letters: D.Sc.(Econ.).

(vi) In die Fakulteit Regsgeleerdheid:—

Baccalaureus Legum wat aangedui word met die letters: LL.B.  
 Magister Legum wat aangedui word met die letters: LL.M.  
 Doctor Legum wat aangedui word met die letters: LL.D.

(vii) In die Fakulteit Tandheelkunde:—

Baccalaureus Chirurgiae Dentalis wat aangedui word met die letters: B.D.S.  
 Magister Chirurgiae Dentalis wat aangedui word met die letters: M.D.S.  
 Doctor Chirurgiae Dentalis wat aangedui word met die letters: D.D.S.

(viii) In die Fakulteit Argitektuur:—

(a) In Argitektuur—

Baccalaureus Architecturae wat aangedui word met die letters: B.Arch.  
 Magister Architecturae wat aangedui word met die letters: M.Arch.  
 Doctor Architecturae wat aangedui word met die letters: D.Arch.

- (b) In Quantity Surveying:—  
 Bachelor of Science in Quantity Surveying to be denoted by the letters: B.Sc.(Q.S.).  
 Master of Science in Quantity Surveying to be denoted by the letters: M.Sc.(Q.S.).  
 Doctor of Science in Quantity Surveying to be denoted by the letters: D.Sc.(Q.S.).
- (c) In Town and Regional Planning:—  
 Bachelor of Science in Town and Regional Planning to be denoted by the letters: B.Sc.(T.R.P.).  
 Master of Science in Town and Regional Planning to be denoted by the letters: M.Sc.(T.R.P.).  
 Doctor of Science in Town and Regional Planning to be denoted by the letters: D.Sc.(T.R.P.).
- (d) In Building:—  
 Bachelor of Science in Building to be denoted by the letters: B.Sc.(Building).
- (e) In Architecture, Quantity Surveying and Town and Regional Planning:—  
 Doctor of Philosophy to be denoted by the letters: Ph.D.
- (ix) In the Faculty of Business Administration:—  
 Master of Business Administration to be denoted by the letters: M.B.A.  
 Doctor of Philosophy to be denoted by the letters: Ph.D.

- (b) In Hoeveelheidsopmeting:—  
 Baccalaureus Scientiae in Hoeveelheidsopmeting wat aangedui word met die letters: B.Sc.(Q.S.).  
 Magister Scientiae in Hoeveelheidsopmeting wat aangedui word met die letters: M.Sc.(Q.S.).  
 Doctor Scientiae in Hoeveelheidsopmeting wat aangedui word met die letters: D.Sc.(Q.S.).
- (c) In Stads- en Streeksbeplanning—  
 Baccalaureus Scientiae in Stads- en Streeksbeplanning wat aangedui word met die letters: B.Sc. (T.R.P.).  
 Magister Scientiae in Stads- en Streeksbeplanning wat aangedui word met die letters: M.Sc.(T.R.P.).  
 Doctor Scientiae in Stads- en Streeksbeplanning wat aangedui word met die letters: D. Sc.(T.R.P.).
- (d) In Boubestuur:—  
 Baccalaureus Scientiae in Boubestuur wat aangedui word met die letters: B.Sc. in Boubestuur.
- (e) In Argitektuur, Hoeveelheidsopmeting, en Stads- en Streeksbeplanning:—  
 Doctor Philosophiae wat aangedui word met die letters: Ph.D.
- (ix) In die Fakulteit Bedryfsadministrasie:—  
 Magister in Bedryfsadministrasie wat aangedui word met die letters: M.B.A.  
 Doctor Philosophiae wat aangedui word met die letters: Ph.D.

No. R. 2079.] [23 Desember 1966.  
 UNIVERSITY OF PORT ELIZABETH.—REGULATIONS—AMENDMENT.

The Minister of Education, Arts and Science has, under and by virtue of the powers vested in him by section 17 (5) of the Universities Act, 1955 (Act No. 61 of 1955), approved the following amendments to the regulations of the University of Port Elizabeth published under Government Notice No. R. 841 of 11th June, 1965:—

1. The following regulation is substituted for regulation 2:—

“Prerequisite for Admission as a Candidate for the B.Sc. Degree.

2. No person shall be admitted as a candidate for the degree of Baccalaureus Scientiae unless, in addition to having obtained the matriculation certificate of the Matriculation Board or a certificate of exemption therefrom, he has attained a standard of at least 40 per cent in Mathematics at the matriculation examination or at any other examination recognised for the purpose by the Matriculation Board.”

2. The following regulation is substituted for regulation 3:—

“Prerequisite for Admission as a Candidate for the B.Com. Degree.

3. No person shall be admitted as a candidate for the degree of Baccalaureus Commercii unless, in addition to having obtained the matriculation certificate of the Matriculation Board or a certificate of exemption therefrom, he has attained a standard of at least 40 per cent in Afrikaans and English at the matriculation examination or at any other examination recognised for the purpose by the Matriculation Board.”

3. Regulation 4 (1) is amended by the substitution for paragraph (a) of the following paragraph:—

“(a) in the Faculty of Arts—

first year: two qualifying courses and, for the degree of Baccalaureus Musicae, also a qualifying course in aural training;  
 second and subsequent years: one qualifying course.”

No. R. 2079.] [23 Desember 1966.  
 UNIVERSITEIT VAN PORT ELIZABETH.—REGULASIES—WYSIGING.

Kragtens die bevoegdheid hom verleen by artikel 17 (5) van die Wet op Universiteite, 1955 (Wet No. 61 van 1955), het die Minister van Onderwys, Kuns en Wetenskap sy goedkeuring geheg aan onderstaande wysiging van die regulasies van die Universiteit van Port Elizabeth afgekondig by Goewermentskennisgewing No. R. 841 van 11 Junie 1965:—

1. Regulasie 2 word deur onderstaande regulasie vervang:—

„Voorvereiste vir die toelating van 'n kandidaat tot die graad B.Sc.

2. Niemand word as kandidaat vir die graad Baccalaureus Scientiae toegelaat nie tensy hy, benewens die verwerwing van die matrikulasiesertifikaat van die Matrikulasieraad of 'n vrystellingsertifikaat daarvan, 'n standaard van minstens 40 persent in Wiskunde by die matrikulasiëksamen of by 'n ander eksamen wat die Matrikulasieraad vir dié doel erken, behaal het.”

2. Regulasie 3 word deur onderstaande regulasie vervang:—

„Voorvereiste vir die toelating van 'n kandidaat tot die graad B.Com.

3. Niemand word as kandidaat vir die graad Baccalaureus Commercii toegelaat nie tensy hy, benewens die verwerwing van die matrikulasiesertifikaat van die Matrikulasieraad of 'n vrystellingsertifikaat daarvan, 'n standaard van minstens 40 persent in Afrikaans en Engels by die matrikulasiëksamen of by 'n ander eksamen wat die Matrikulasieraad vir dié doel erken, behaal het.”

3. Regulasie 4 (1) word gewysig deur paragraaf (a) deur onderstaande paragraaf te vervang:—

„(a) in die Fakulteit van Lettere en Wysbegeerte—

eerste jaar: twee kwalifiserende kursusse en, vir die graad Baccalaureus Musicae, ook 'n kwalifiserende kursus in gehooroefeninge;  
 tweede en daaropvolgende jare: een kwalifiserende kursus.”

**DEPARTMENT OF POSTS AND TELEGRAPHS.**

No. R. 2091.] [23 December 1966.  
**AMENDMENT OF TELEPHONE REGULATIONS.**

The State President has been pleased, under the provisions of subsection (4) of section *two* and of section *three* of Act No. 44 of 1958, to approve of the following amendments to the Telephone Regulations with effect from 1st January, 1967:—

*Regulation 37.*  
 Substitute "3½c" for "2½c".

*Regulation 38.*  
 Substitute "3½c" for "2½c".

*Regulation 41.*  
 Substitute "3½c" for "2½c",  
 "7c" for "5c",  
 "10½c" for "7½c" (twice),  
 "14c" for "10c" and  
 "17½c" for "12½c".

*Regulation 46 (ii).*  
 Substitute "3½c" for "2½c",  
 "7c" for "5c",  
 "10½c" for "7½c",  
 "14c" for "10c" and  
 "21c" for "15c".

*Regulation 52.*  
 Substitute "7c" for "5c",  
 "10½c" for "7½c" (twice),  
 "14c" for "10c" and  
 "17½c" for "12½c".

*Regulation 53 (i).*  
 Substitute "3½c" for "2½c",  
 "7c" for "5c",  
 "10½c" for "7½c" (twice),  
 "14c" for "10c" and  
 "17½c" for "12½c".

*Regulation 53 (ii).*  
 Substitute "3½c" for "2½c",  
 "7c" for "5c",  
 "10½c" for "7½c" (twice),  
 "14c" for "10c" and  
 "17½c" for "12½c".

**DEPARTMENT OF AGRICULTURAL ECONOMICS AND MARKETING.**

No. R. 2081.] [23 December 1966.  
**REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF DECIDUOUS FRUIT.—AMENDMENT.**

The State President has, under the powers vested in him by section 43 of the Marketing Act, 1937 (Act No. 26 of 1937), amended the regulations relating to the grading, packing and marking of deciduous fruit, as published under Government Notice No. R. 1530 of the 8th October, 1965, as set out in the Schedule hereto.

**SCHEDULE.**

The Schedule to Government Notice No. R. 1530 of the 8th October, 1965, is hereby amended as follows:—

1. The following regulation is hereby substituted for regulation 3 (1):—

*"Grades.*

3. (1) There shall be, except in the case of grapes, four grades of deciduous fruit, namely:—

- (a) Selected Grade or First Grade, (b) Choice Grade or Second Grade, (c) Standard Grade or Third Grade, and (d) Undergrade.

In the case of grapes there shall be five grades, namely:—

- (a) Selected Grade or First Grade, (b) Choice Grade or Second Grade, (c) Cape Grade, (d) Standard Grade or Third Grade, and (e) Undergrade."

**DEPARTEMENT VAN POS-EN-TELEGRAAFWESE.**

No. R. 2091.] [23 Desember 1966.  
**WYSIGING VAN TELEFOONREGULASIES.**

Dit het die Staatspresident behaag om, kragtens die bepalings van subartikel (4) van artikel *twee* en van artikel *drie* van Wet No. 44 van 1958, sy goedkeuring te heg aan onderstaande wysiging van die Telefoonregulasies met ingang van 1 Januarie 1967:—

*Regulasie 37.*  
 Vervang „2½c” deur „3½c”.

*Regulasie 38.*  
 Vervang „2½c” deur „3½c”.

*Regulasie 41.*  
 Vervang „2½c” deur „3½c”,  
 „5c” deur „7c”,  
 „7½c” (twee keer) deur „10½c”,  
 „10c” deur „14c” en  
 „12½c” deur „17½c”.

*Regulasie 46 (ii).*  
 Vervang „2½c” deur „3½c”,  
 „5c” deur „7c”,  
 „7½c” deur „10½c”,  
 „10c” deur „14c” en  
 „15c” deur „21c”.

*Regulasie 52.*  
 Vervang „5c” deur „7c”,  
 „7½c” (twee keer) deur „10½c”,  
 „10c” deur „14c” en  
 „12½c” deur „17½c”.

*Regulasie 53 (i).*  
 Vervang „2½c” deur „3½c”,  
 „5c” deur „7c”,  
 „7½c” (twee keer) deur „10½c”,  
 „10c” deur „14c” en  
 „12½c” deur „17½c”.

*Regulasie 53 (ii).*  
 Vervang „2½c” deur „3½c”,  
 „5c” deur „7c”,  
 „7½c” (twee keer) deur „10½c”,  
 „10c” deur „14c” en  
 „12½c” deur „17½c”.

**DEPARTEMENT VAN LANDBOU-EKONOMIE EN -BEMARKING.**

No. R. 2081.] [23 Desember 1966.  
**REGULASIES BETREFFENDE DIE GRADERING, VERPAKKING EN MERK VAN SAGTEVRUGTE.—WYSIGING.**

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 43 van die Bemerkingswet, 1937 (Wet No. 26 van 1937), die regulasies betreffende die gradering, verpakking en merk van sagtevrugte, soos afgekondig by Goewermentskennisgewing No. R. 1530 van 8 Oktober 1965, gewysig soos in die Bylae hiervan uiteengesit.

**BYLAE.**

Die Bylae van Goewermentskennisgewing No. R. 1530 van 8 Oktober 1965, word hierby soos volg gewysig:—

1. Regulasie 3 (1) word hierby deur die volgende regulasie vervang:—

*„Grade”.*

3. (1) Daar is, behalwe in die geval van druive, vier grade sagtevrugte, naamlik:—

- (a) Uitsoekgraad of Eerstegraad, (b) Keurgraad of Tweedegraad, (c) Standaardgraad of Derdegraad, (d) Ondergraad.

In die geval van druive is daar vyf grade, naamlik—

- (a) Uitsoekgraad of Eerstegraad, (b) Keurgraad of Tweedegraad, (c) Kaapsegraad, (d) Standaardgraad of Derdegraad, en (e) Ondergraad.”

2. Regulation 4 is hereby amended by—

- (1) the insertion after paragraph (a) of sub-regulation (2) of the following paragraph:—

“(aA) Cape grapes shall consist of grapes—

(i) which are clean, sound, firm, of a reasonably good colour for the variety concerned, fully developed, mature, and free from disease, insect infestation, split, cut and dropped berries, and which are reasonably free from blemishes;

(ii) of which the bunches are fairly well trimmed, not noticeably straggly or overtight, not conspicuous unattractive in appearance due to pronounced areas showing bare stalks, and the stems are fresh: Provided that no bunch of Cape Grade grapes shall weigh less than 4 ounces, and that the minimum sugar to acid ratio and the maximum number of berries per pound of Cape Grade shall be as follows:—

Variety.	Minimum Sugar to Acid Ratio.	Maximum Number of Berries per lb. of Grapes.
Alphonse Lavallee.....	15·0:1	120
Gros Colmar.....	15·0:1	120
Black Prince.....	15·0:1	120
Raisin Blanc.....	16·0:1	120
Bailey.....	16·0:1	120
Olivette.....	16·0:1	120
Salba.....	16·0:1	120
Queen of the Vineyard.....	16·0:1	130
Golden Hill.....	17·0:1	130
Barlinka.....	18·0:1	120
Canon Hall.....	18·0:1	120
Flaming Tokay.....	18·0:1	120
Hanepoot.....	18·0:1	120
Red Emperor.....	18·0:1	120
Waltham Cross.....	18·0:1	120
Hermitage.....	18·0:1	120
White Prince.....	18·0:1	120
Almeria.....	20·0:1	130
All other varieties.....	20·0:1	120”;

- (2) the substitution in sub-regulation 3 (c) (iv) for the figure “ $1\frac{1}{8}$ ” of the figure “ $1\frac{5}{8}$ ”.

3. Regulation 5 is hereby amended by—

- (1) the substitution in sub-regulation (2) (b) for the figure “18” of the figure “ $18\frac{1}{8}$ ”;

- (2) the substitution for paragraph (e) of sub-regulation (2) of the following paragraph:—

“(e) In the case of Standard Grade grapes, pears, plums and prune-plums also in half-lugs or lugs, and in the case of Standard Grade grapes also in paraffin boxes.”;

- (3) the substitution for sub-regulation (5) of the following sub-regulation:—

“(5) Undergrade deciduous fruit may be packed in paper carrier bags or in containers made of polyethylene or other suitable material, and of which the net weight shall be not less than 3 pounds or more than 5 pounds, or in any other suitable container.”;

- (4) the insertion after sub-regulation (5) of the following sub-regulation:—

“(6) The requirements with regard to the containers in which Choice Grade grapes are packed, are *mutatis mutandis* applicable to Cape Grade grapes.”.

4. Regulation 6 is hereby amended by—

- (1) the substitution for the proviso to paragraph (b) of the following proviso:—

“Provided that where Choice Grade and Standard Grade plums and prune-plums are packed in half-lugs, or in large containers with

2. Regulاسie 4 word hierby gewysig deur—

- (1) na paragraaf (a) van subregulasie (2) die volgende paragraaf in te voeg:—

“(aA) Kaapsegraad druiwe moet bestaan uit druiwe—

(i) wat skoon, gesond, ferm en van ’n redelike goeie kleur vir die betrokke variëteit is, vol ontwikkel, ryp, en vry van siekte, insektebesmetting, gebarste, stukkendgesnyde en los korrels, en wat redelik vry van vlekke is;

(ii) waarvan die trosse taamlik goed uitgeknipt is, nie opvallend yl of te styf is nie, nie opmerklik onaantreklik van voorkoms is weens opsigtelike kaal dele wat die stingels blootstel nie, en die stingels vars is:— Met dien verstande dat geen tros druiwe van Kaapsegraad minder as 4 onse mag weeg nie, en die minimum verhouding suiker tot suur, en die maksimum aantal korrels per pond druiwe van Kaapsegraad soos volg moet wees:—

Variëteit.	Minimum verhouding van suiker tot suur.	Maksimum aantal korrels per pond druiwe.
Alphonse Lavallee.....	15·0:1	120
Gros Colmar.....	15·0:1	120
Black Prince.....	15·0:1	120
Raisin Blanc.....	16·0:1	120
Bailey.....	16·0:1	120
Olivette.....	16·0:1	120
Salba.....	16·0:1	120
Queen of the Vineyard.....	16·0:1	130
Golden Hill.....	17·0:1	130
Barlinka.....	18·0:1	120
Canon Hall.....	18·0:1	120
Flaming Tokay.....	18·0:1	120
Hanepoot.....	18·0:1	120
Red Emperor.....	18·0:1	120
Waltham Cross.....	18·0:1	120
Hermitage.....	18·0:1	120
White Prince.....	18·0:1	120
Almeria.....	20·0:1	130
Alle ander variëteite.....	20·0:1	120”;

- (2) in subregulasie (3) (c) (iv) die syfer “ $1\frac{1}{8}$ ” deur die syfer “ $1\frac{5}{8}$ ” te vervang.

3. Regulاسie 5 word hierby gewysig deur—

- (1) in subregulasie (2) (b) die syfer “18” deur die syfer “ $18\frac{1}{8}$ ” te vervang;

- (2) paragraaf (e) van subregulasie (2) deur die volgende paragraaf te vervang:—

“(e) in die geval van Standaardgraad druiwe, pere, pruime en pruimedante, ook in halfplukkiste of plukkiste, en in die geval van Standaardgraad druiwe, ook in paraffienkiste.”;

- (3) subregulasie (5) deur die volgende subregulasie te vervang:—

“(5) Ondergraad sagtevrugte mag verpak word in papierhouers wat van handvatsels voorsien is of in houers gemaak van polietileen of ander geskikte materiaal, en wat nie minder weeg as 3 pond netto of meer dan 5 pond netto nie, of in enige ander geskikte houers.”;

- (4) na subregulasie (5) die volgende subregulasie by te voeg:—

“(6) die vereistes met betrekking tot die houers waarin Keurgraad druiwe verpak word, is *mutatis mutandis* van toepassing op Kaapsegraad druiwe.”.

4. Regulاسie 6 word hierby gewysig deur—

- (1) die voorbehoudsbepaling in paragraaf (b) deur die volgende voorbehoudsbepaling te vervang:—

“Met dien verstande dat wanneer Keurgraad en Standaardgraad pruime en pruimedante in halfplukkiste of in grootmaathouers met binnemate

internal dimensions of 17 inches in length, 11½ inches in width and 5½ inches in depth, where Standard Grade plums and prune-plums are packed in lugs, where Standard Grade grapes and pears are packed in half-lugs or lugs, where Standard Grade grapes are packed in paraffin boxes, or where Selected Grade, Choice Grade and Standard Grade apples, grapes, nectarines, pears, peaches, plums and prune-plums are packed in containers as prescribed in regulation 5 (2) (f), the proviso of such protective lining material shall be optional.”;

- (2) the substitution for the proviso to paragraph (c) (iii) of the following proviso:—

“ Provided that Choice Grade plums or Choice Grade prune-plums may be jumble packed when packed in half-lugs, or in large containers with internal dimensions of 17 inches in length, 11½ inches in width and 5½ inches in depth, and that Standard Grade plums or Standard Grade prune-plums may be jumble packed when packed in lugs, half-lugs, or in large containers with internal dimensions of 17 inches in length, 11½ inches in width and 5½ inches in depth.”;

- (3) the insertion after paragraph (f) of the following paragraph:—

“(g) The requirements with regard to the packing of Choice Grade grapes are *mutatis mutandis* applicable to Cape Grade grapes.”.

5. Regulation 8 (3) is hereby amended by the insertion after paragraph (b) of the following paragraph:—

“(c) The percentage variation permitted in respect of defects for Choice Grade grapes is *mutatis mutandis* applicable to Cape Grade grapes.”.

No. R. 2082.] [23 December 1966.

REGULATIONS RELATING TO THE GRADING, PACKING AND INSPECTION OF DECIDUOUS FRUIT, EXCLUDING SUBTROPICAL FRUIT AND CITRUS FRUIT, INTENDED TO BE EXPORTED FOR THE PURPOSE OF SALE, AND THE MARKING OF THE CONTAINERS OF DECIDUOUS FRUIT.—AMENDMENT.

The State President has, under the powers vested in him by section 8 of the Fruit Export Act, 1957 (No. 27 of 1957), further amended the regulations relating to the grading, packing and inspection of deciduous fruit, excluding subtropical fruit and citrus fruit, intended to be exported for the purpose of sale, and the marking of the containers of deciduous fruit, as published under Government Notice No. R. 1373 of the 10th September, 1965, as amended, as set out in the Schedule hereto.

SCHEDULE.

The Schedule to Government Notice No. R. 1373 of the 10th September, 1965, as amended, is hereby further amended as follows:—

1. Regulation 2 is hereby amended by—
  - (1) the insertion in subregulation (2) after the word “ shall ” of the words “, subject to the provisions of subregulation (6),”;
  - (2) the addition after subregulation (5) of the following subregulations:—
    - “(6) Fancy Grade or Choice Grade fruit intended for export by sea shall consist of one of the following varieties:—
      - (i) *Apricots*.—Alpha, Early Cape and Royal.
      - (ii) *Peaches*.—Babcock, Culemborg, Duke of York, Early Dawn, Inkoos, Marina, Peregrine, Pucelle, Rhodes and Van Riebeeck.
      - (iii) *Nectarines*.—Early River and Goldmine.

van 17 duim lank, 11½ duim breed en 5½ duim diep, verpak word, wanneer Standaardgraad pruime en pruimedante in plukkiste verpak word, wanneer Standaardgraad druiwe en pere in halfplukkiste of plukkiste verpak word, wanneer Standaardgraad druiwe in paraffienkiste verpak word, en wanneer Uitsoekgraad, Keurgraad en Standaardgraad appels, druiwe, kaalperskes, pere, perskes, pruime en pruimedante in houers verpak word soos voorgeskryf in regulasie 5 (2) (f), die aanbring van vermelde beskermde voedingsmateriaal opsioneel is.”;

- (2) die voorbehoudsbepaling in paragraaf (c) (iii) deur die volgende voorbehoudsbepalings te vervang:—

„Met dien verstande dat Keurgraad pruime of Keurgraad pruimedante deurmekaar in halfplukkiste, of grootmaathouers met binnemate van 17 duim lank, 11½ duim breed en 5½ duim diep, verpak mag word, en dat Standaardgraad pruime of Standaardgraad pruimedante deurmekaar in plukkiste, halfplukkiste, of in grootmaathouers met binnemate van 17 duim lank, 11½ duim breed en 5½ duim diep, verpak mag word.”.

- (3) na paragraaf (f) die volgende paragraaf by te voeg:—

„(g) Die vereistes met betrekking tot die verpakking van Keurgraad druiwe is *mutatis mutandis* van toepassing op Kaapsegraad druiwe.”.

5. Regulasie 8 (3) word hierby gewysig deur na paragraaf (b) die volgende paragraaf by te voeg:—

„(c) Die persentasie afwykings toegelaat ten opsigte van gebreke by Keurgraad druiwe is *mutatis mutandis* van toepassing op Kaapsegraad druiwe.”.

No. R. 2082.] [23 Desember 1966.

REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN INSPEKSIE VAN SAGTEVRUGTE, UITGENOME SUBTROPIESE VRUGTE EN SITRUSVRUGTE, BESTEM OM VIR VERKOOP UITGEVOER TE WORD, EN DIE MERK VAN DIE HOUERS VAN SAGTEVRUGTE.—WYSIGING.

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 8 van die Wet op die Uitvoer van Vrugte, 1957 (No. 27 van 1957), die regulasies met betrekking tot die gradering, verpakking en inspeksie van sagtevrugte, uitgenome subtropiese vrugte en sitrusvrugte, bestem om vir verkoop uitgevoer te word, en die merk van die houers van sagtevrugte, soos afgekondig by Goewermentskennisgewing No. R. 1373 van 10 September 1965, soos gewysig, verder gewysig soos in die Bylae hier- van uiteengesit.

BYLAE.

Die Bylae van Goewermentskennisgewing No. R. 1373 van 10 September 1965, soos gewysig, word hierby soos volg verder gewysig:—

1. Regulasie 2 word hierby gewysig deur—
  - (1) in subregulasie (2) na die woord „ moet ” die woorde „, behoudens die bepalings van subregulasie (6),” in te voeg;
  - (2) na subregulasie (5) die volgende subregulasies by te voeg:—
    - „(6) Puikgraad of Keurgraad vrugte bestem vir uitvoer per see moet bestaan uit een van die volgende variëteite:—
      - (i) *Appelkose*.—Alpha, Early Cape en Royal.
      - (ii) *Perskes*.—Babcock, Culemborg, Duke of York, Early Dawn, Inkoos, Marina, Peregrine, Pucelle, Rhodes en Van Riebeeck.
      - (iii) *Kaalperskes*.—Early River en Goldmine.

- (iv) *Plums*.—Apple, Beauty, Eldorado Gaviota, Giant Prune, Golden King, Kelsey, Methley, President, Red Ace, Santo Rosa, Satsuma and Wickson;
- (v) *Prune-plums*.—All varieties of prune-plums.
- (vi) *Pears*.—Beurre Bosc, Beurre Hardy, Clapp's Favourite, Doyenne du Comice, Glou Morceau, Josephine, Keiffer Louise Bonne, Packham's Triumph, Williams Bon Chretien and Winter Nelis.
- (vii) *Apples*.—Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Golden Delicious, Granny Smith, Jonathan, Rome Beauty, Starking, Winter Pearmain and York Imperial.
- (viii) *Grapes*.—Almeria, Alphonse Lavallee, Barlinka, Golden Hill, Gros Colmar, Wit Hanepoot, New Cross, Olivette, Prune de Cazoul, Queen of the Vineyard, Red Emperor, Salba and Waltham Cross.

(7) The minimum diameter for each specific variety of peaches and nectarines intended for export by sea, shall be as follows:—

Variety.	Minimum Diameter in Inches.
<b>Peaches—</b>	
Culemborg.....	2½
Duke of York.....	2½
Early Dawn.....	2½
Inkoos.....	2½
Peregrine.....	2½
Van Riebeeck.....	2½
Rhodes.....	2½
Babcock.....	2⅞
Marina.....	2⅞
Pucelle.....	2⅞
<b>Nectarines—</b>	
Early River.....	2
Goldmine.....	2. "

2. Regulation 5 is hereby amended by—

- (1) the addition after paragraph (d) of subregulation (4) of the following paragraph:—  
 “(e) Apples intended for export by sea shall, in the case of boxes, be packed according to counts 96, 113, 125, 138, 150, 163, 175, 180, 198, 216, 234 and in the case of corrugated cartons according to counts 100, 113, 125, 138, 150, 163, 175, 180, 188, 198, 216 and 234: Provided that counts 80 and 88 may be packed when the varieties Dunn's Seedling, Golden Delicious, Granny Smith, Starking and Winter Pearmain, are packed in corrugated cartons.”;
- (2) the deletion in subregulation (7) (d) of the counts 210, 225, 245, 250, 260, 280 and 300.

No. R. 2086.] [23 December 1966.  
**PROHIBITION ON THE SALE OF ROOIBOS TEA BY PRODUCERS.**

In terms of section 29 of the Marketing Act, 1937 (Act No. 26 of 1937), I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, hereby make known that the Rooibos Tea Control Board, referred to in section 3 of the Rooibos Tea Control Scheme, published by Proclamation No. R. 167 of 1962, has, in terms of section 19 of the said scheme, and with my approval, prohibited producers of Rooibos tea from selling rooibos tea except through the Board, in substitution for the prohibition made known by Government Notice No. 2617 of 24th December, 1954.

And I hereby further make known that the said prohibition shall become operative on the date of publication hereof.

D. C. H. UYS,  
 Minister of Agricultural Economics and Marketing.

- (iv) *Pruime*.—Apple, Beauty, Eldorado, Gaviota, Giant Prune, Golden King, Kelsey, Methley, President, Red Ace, Santo Rosa, Satsuma en Wickson.
- (v) *Pruimedante*.—Alle variëteite pruimedante.
- (vi) *Pere*.—Beurre Bosc, Beurre Hardy, Clapp's Favourite, Doyenne du Comice, Glou Morceau, Josephine, Keiffer Louise Bonne, Packham's Triumph, Williams Bon Chretien en Winter Nelis.
- (vii) *Appels*.—Commerce, Cox's Orange Pippin, Delicious, Dunn's Seedling, Golden Delicious, Granny Smith, Jonathan, Rome Beauty, Starking, Winter Pearmain en York Imperial.
- (viii) *Druwe*.—Almeria, Alphonse Lavallee, Barlinka, Golden Hill, Gros Colmar, Wit Hanepoot, New Cross, Olivette, Prune de Cazoul, Queen of the Vineyard, Red Emperor, Salba en Waltham Cross.

(7) Perskes en Kaalperskes bestem vir uitvoer per see se minimum deursnee vir elke bepaalde variëteit, moet soos volg wees:—

Variëteit.	Minimum deursnee in duim.
<b>Perskes—</b>	
Culemborg.....	2½
Duke of York.....	2½
Early Dawn.....	2½
Inkoos.....	2½
Peregrine.....	2½
Van Riebeeck.....	2½
Rhodes.....	2½
Babcock.....	2⅞
Marina.....	2⅞
Pucelle.....	2⅞
<b>Kaalperskes—</b>	
Early River.....	2
Goldmine.....	2. "

2. Regulasie 5 word hierby gewysig deur—

- (1) na paragraaf (d) van subregulasie (4) die volgende paragraaf by te voeg:—  
 „(e) Appels bestem vir uitvoer per see moet, in die geval van kiste, verpak word volgens tellings 96, 113, 125, 138, 150, 163, 175, 180, 198, 216, 234 en in die geval van geriffelde kartonhouers volgens tellings 100, 113, 125, 138, 150, 163, 175, 180, 188, 198, 216 en 234: Met dien verstande dat die tellings 80 en 88 verpak mag word wanneer die variëteite Dunn's Seedling, Golden Delicious, Granny Smith, Starking en Winter Pearmain in geriffelde kartonhouers verpak word.”;
- (2) in subregulasie (7) (d) die tellings 210, 225, 245, 250, 260, 280 en 300 te skrap.

No. R. 2086.] [23 Desember 1966.  
**VERBOD OP DIE VERKOOP VAN ROOIBOSTEE DEUR PRODUSENTE.**

Kragtens artikel 29 van die Bemarkingswet, 1937 (Wet No. 26 van 1937), maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hierby bekend dat die Rooibosteebeheerraad, genoem in artikel 3 van die Rooibosteebeheerskema, afgekondig by Proklamasie No. R. 167 van 1962, kragtens artikel 19 van genoemde skema, en met my goedkeuring, produsente van rooibostee verbied het om rooibostee te verkoop uitgesonderd deur die Raad, ter vervanging van die verbod bekendgemaak by Goewermentskennisgewing No. 2617 van 24 Desember 1954.

En voorts maak ek hierby bekend dat genoemde verbod op die datum van publikasie hiervan in werking tree.

D. C. H. UYS,  
 Minister van Landbou-ekonomie en -bemarking.

No. R. 2088.] [23 December 1966.  
REGULATIONS RELATING TO THE GRADING,  
PACKING AND MARKING OF CANNED FOOD-  
STUFFS (FRUIT AND VEGETABLES), INTEN-  
DED FOR EXPORT.—AMENDMENT.

The State President has, under the powers vested in him by section 7 of the Agricultural Produce Export Act, 1959 (No. 10 of 1959), further amended the regulations relating to the grading, packing and marking of canned foodstuffs (fruit and vegetables), intended for export as published under Government Notice No. R.1516 of the 1st October, 1965, as amended, as set out in the Schedule hereto.

SCHEDULE.

The Schedule to Government Notice No. R. 1516 of the 1st October, 1965, as amended, is hereby further amended as follows:—

1. Regulation 3 is hereby amended by the substitution for sub-regulation (2) of the following sub-regulation:—

“(2) Every container which contains a canned food-stuff intended for export shall be marked by embossing or lithographing thereon or by printing on a label which shall be pasted thereon, the following:—

- (a) Words signifying that the contents were produced in the Republic of South Africa, in printed letters of not less than  $\frac{1}{16}$  inch in height;
- (b) a true description indicating the contents;
- (c) the grade of the contents in printed letters of not less than  $\frac{1}{8}$  inch in height, except in the case of containers of a net weight capacity of 8 ounces or smaller, in which case the letters shall be not less than  $\frac{3}{32}$  inch in height;
- (d) the net weight of the contents or fluid contents in printed letters of not less than  $\frac{1}{8}$  inch in height;
- (e) where artificial colouring has been added to a canned foodstuff, words disclosing that fact in printed letters of not less than  $\frac{1}{16}$  inch in height, except where otherwise specified in these regulations;
- (f) any other mark prescribed in these regulations:

Provided that—

- (i) if the notice referred to in regulation 4 (2) is accompanied by a separate written declaration in respect of the consignment concerned, giving all the information required to be marked on the relevant containers in terms of these regulations, such containers need not, at the request of the buyer, be so marked, or may be marked by affixing thereto a foreign label;
- (ii) if the canned foodstuffs consist of samples or gift consignments, the value of which does not exceed R10, the containers need not be marked in terms of the provisions of these regulations;
- (iii) if a container bears a registered label such container need not be marked with the grade of the contents.”.

2. Regulation 9 is hereby amended by—

- (1) the substitution in subregulation (1) (b) for the word “relatively” of the word “reasonably”; and
- (2) the addition at the end of subregulations (2) (g) of the following paragraph:

“(h) Where the maximum number of defects allowed is prescribed by regulation in respect of a number of units, such a number of defects shall be deemed as applying in the case where the maximum number of units permitted for the particular style of product has been packed in the container. Where the container contains a

No. 2088.] [23 Desember 1966.  
REGULASIES MET BETREKKING TOT DIE  
GRADERING, VERPAKKING EN MERK VAN  
INGEMAAKTE VOEDSEL (VRUGTE EN  
GROENTE) VIR UITVOER BEDOEL.—WYSI-  
GING.

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 7 van die Wet op Uitvoer van Landbou-produkte, 1959 (No. 10 van 1959), die regulasies met betrekking tot die gradering, verpakking en merk van ingemaakte voedsel (vrugte en groente) wat vir uitvoer bedoel is, soos afgekondig by Goewermentskennisgewing No. R. 1516 van 1 Oktober 1965, soos gewysig, verder gewysig soos in die Bylae hiervan uiteengesit.

BYLAE.

Die Bylae tot Goewermentskennisgewing No. R. 1516 van 1 Oktober 1965, soos gewysig, word hierby verder soos volg gewysig:—

1. Regulasie 3 word hierby gewysig deur subregulasie (2) deur die volgende subregulasie te vervang:—

“(2) Elke houer wat ingemaakte voedsel bevat wat vir uitvoer bedoel is, moet gemerk word deur die volgende òf daarop te bosseleer òf te litografeer òf te druk op ’n etiket wat daaraan geplak moet wees:—

- (a) Woorde wat aandui dat die inhoud in die Republiek van Suid-Afrika geproduseer is, in drukletters van minstens  $\frac{1}{16}$  duim hoog;
- (b) ’n juiste beskrywing wat die inhoud aandui;
- (c) die graad van die inhoud in drukletters van minstens  $\frac{1}{8}$  duim hoog, behalwe in die geval van houers met ’n netto gewigsinhoud van 8 onse of kleiner, in watter geval die letters minstens  $\frac{3}{32}$  duim hoog moet wees;
- (d) die netto gewig van die inhoud of die vloeistof-inhoud in drukletters van minstens  $\frac{1}{8}$  duim hoog;
- (e) waar kunskleurstowwe by ingemaakte voedsel gevoeg is, woorde ter aanduiding daarvan in drukletters van minstens  $\frac{1}{16}$  duim hoog, uitgesonderd waar anders in hierdie regulasies bepaal;
- (f) enige ander merk wat hierdie regulasies voorgeskryf word:

Met dienverstande dat—

- (i) indien die kennisgewing bedoel in regulasie 4 (2) vergesel gaan van ’n afsonderlike skriftelike verklaring, ten opsigte van die betrokke besending waarin al die inligting wat ingevolge hierdie regulasies op die betrokke houers gemerk moet word, verstrekkend word, sodanige houers, op versoek van die koper, nie aldus gemerk hoef te word nie, of gemerk kan word deur ’n buitelandse etiket daarop aan te bring;
- (ii) indien die ingemaakte voedsel bestaan uit monsters of geskenkbesendings, waarvan die waarde hoogstens R10 is, die houers nie ingevolge die bepaling van hierdie regulasie gemerk hoef te wees nie;
- (iii) indien ’n geregistreerde etiket op ’n houer aangebring is, daardie houer nie met die graad van die inhoud gemerk hoef te word nie.”.

2. Regulasie 9 word hierby gewysig deur—

- (1) in subregulasie (1) (b) die woord „betreklik” deur die woord „redelik” te vervang; en
- (2) na subregulasie (2) (g) die volgende paragraaf by te voeg:—

“(h) Wanneer die maksimum aantal defekte by regulasie voorgeskryf word ten opsigte van ’n aantal eenhede, sal daardie aantal defekte beskou word asof dit van toepassing is op ’n geval waar die maksimum aantal eenhede toelaatbaar by ’n bepaalde styl van produk, in die houer verpak was. Wanneer die houer ’n

smaller number of units than the maximum permitted for the particular pack, the maximum number of defects which will be permitted shall be proportionally less according to the extent by which the number of units packed is less than the maximum number of units permitted to be packed.”.

3. Regulation 18 (3) (b) is hereby amended by the substitution for the figures “22”, “20” and “20” of the figures “18”, “18” and “18” respectively.

4. Regulation 20 (3) (e) is hereby amended by the deletion of the expression “Sultanas . . . <sup>6</sup>/<sub>16</sub> <sup>6</sup>/<sub>16</sub> <sup>6</sup>/<sub>16</sub>” and the words “Other Grapes”.

5. Regulation 25 (3) (a) is hereby amended by the substitution for the figure “30” of the figure “69”.

6. The following regulation is hereby inserted after Regulation 27:—

“Orange and Grapefruit Segments Mixed.

27.A (1) There shall be three grades of canned orange and grapefruit segments mixed, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all three grades shall be as follows:—

- (a) Only sound, mature, oranges and grapefruit shall be used for preparing orange and grapefruit segments mixed which shall be canned only as separate peeled portions of which the carpellary membranes have been removed.
- (b) All canned orange and grapefruit segments mixed shall be practically free from developed seeds.
- (c) Only orange and grapefruit segments derived from oranges and grapefruit of similar varietal characteristics shall be packed in the same container.
- (d) The segments shall be reasonably uniform in size and of a normal shape.
- (e) Canned orange and grapefruit segments mixed shall be free from off-flavours due to over-processing and from excessive rag and similar defects.

(3) The specifications for the various grades of orange and grapefruit segments mixed shall be as follows:—

	Fancy Grade.	Choice Grade.	Standard Grade.
(a) Maximum count.....	69	—	—
(b) Minimum drained weight.....	15	15	15
(c) Minimum average ingoing weight..	19½	19½	19½
(d) Minimum ingoing weight.....	19	19	19
(e) Minimum °Brix.....	20	20	18
(f) Defects:			

*Fancy Grade.*—Not less than 80 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 40 per cent of the total drained weight.

*Choice Grade.*—Not less than 60 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 40 per cent of the total drained weight.

*Standard Grade.*—Not less than 40 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 35 per cent of the total drained weight: Provided that in the case of all the grades a segment shall be deemed to be whole if it has retained at least 75 per cent of its original shape.

(g) Colour:

*Fancy Grade.*—The units of each constituent in any one container shall be of a very good and uniform colour throughout.

*Choice Grade.*—The units of each constituent in any one container shall be of a fairly good colour throughout.

*Standard Grade.*—The units of each constituent in any one container shall be of a reasonably good colour throughout.”.

7. Regulation 30 (4) is hereby amended by the substitution for paragraph (j) of the following paragraph:—

“(j) Defects:—

*Fancy Grade.*—Not more than 15 per cent according to number of the units in any container may show defects, except that where the 15 per cent results in a fraction of a unit not more than one unit may show defects.

kleiner aantal eenhede bevat as die maksimum aantal toelaatbaar vir die betrokke verpakking, sal die maksimum aantal defekte wat toegelaat word, verhoudingsgewyse verminder word in ooreenstemming met die mate waarin die aantal eenhede verpak minder is as die maksimum aantal eenhede wat vir verpakking toegelaat word.”.

3. Regulatie 18 (3) (b) word hierby gewysig deur die syfers „22”, „20” en „20” deur die syfers „18”, „18” en „18” onderskeidelik te vervang.

4. Regulatie 20 (3) (e) word hierby gewysig deur die uitdrukking „Sultanas . . . <sup>6</sup>/<sub>16</sub> <sup>6</sup>/<sub>16</sub> <sup>6</sup>/<sub>16</sub>” en die woorde „Ander druiwe” te skrap.

5. Regulatie 25 (3) (a) word hierby gewysig deur die syfer „30” deur die syfer „69” te vervang.

6. Die volgende regulasie word hierby na regulasie 27 ingevoeg:—

„Lemoenhuisies en Pomelohuisies Gemeng.

27. A (1) Daar is drie grade ingemaakte lemoenhuisies en pomelohuisies gemeng, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir al drie grade is soos volg:—

- (a) Slegs gesonde, volwasse lemoene en pomelo's mag gebruik word vir die bereiding van lemoenhuisies en pomelohuisies gemeng wat slegs ingemaak mag word as afsonderlike geskilde eenhede waarvan die huisvliese verwyder is.
- (b) Alle ingemaakte lemoenhuisies en pomelohuisies gemeng moet feitlik sonder ontwikkelde pitte wees.
- (c) Slegs lemoenhuisies en pomelohuisies afkomstig van lemoene en pomelo's met dergelike variëteitseienskappe mag in dieselfde houer verpak word.
- (d) Die huisies moet 'n redelik eenvormige grootte en normale vorm hê.
- (e) Ingemaakte lemoenhuisies en pomelohuisies gemeng moet vry wees van wansmake veroorsaak deur 'n te lang kookproses, en van te veel vesels of dergelike gebreke.

(3) Die spesifikasies vir die onderskeie grade lemoenhuisies en pomelohuisies gemeng is soos volg:—

	Puikgraad.	Keurgraad.	Standaardgraad.
(a) Maksimum telling.....	69	—	—
(b) Minimum substansgewig.....	15	15	15
(c) Minimum gemiddelde inpakgewig...	19½	19½	19½
(d) Minimum inpakgewig.....	19	19	19
(e) Minimum °Brix.....	20	20	18
(f) Gebreke:			

*Puikgraad.*—Minstens 80 per sent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 40 per sent van die totale substansgewig uitmaak.

*Keurgraad.*—Minstens 60 per sent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 40 per sent van die totale substansgewig uitmaak.

*Standaardgraad.*—Minstens 40 per sent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 35 per sent van die totale substansgewig uitmaak:

Met dien verstande dat in die geval van al drie grade, word 'n huisie wat minstens 75 per sent van sy oorspronklike vorm behou het geag heel te wees.

(g) Kleur:

*Puikgraad.*—Die eenhede van elke bestanddeel in 'n houer moet deurgaans 'n baie goeie en eenvormige kleur hê.

*Keurgraad.*—Die eenhede van elke bestanddeel in 'n houer moet deurgaans 'n taamlike goeie kleur hê.

*Standaardgraad.*—Die eenhede van elke bestanddeel in 'n houer moet deurgaans 'n redelike goeie kleur hê.”.

7. Regulatie 30 (4) word hierby gewysig deur paragraaf (j) deur die volgende paragraaf te vervang:—

„(j) Gebreke:—

*Puikgraad.*—Hoogstens 15 per sent volgens getal van die eenhede in enige houer kan gebreke toon behalwe dat waar die 15 per sent in 'n gedeelte van 'n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Choice Grade.*—Not more than 20 per cent according to number of the units in any container may show defects.

*Standard Grade.*—Not more than 25 per cent according to number of the units in any one container may show defects.”

8. Regulation 31 (3) is hereby amended by the substitution for paragraph (1) of the following paragraph:—

“(1) *Defects:*—

*Fancy Grade.*—Not more than 15 per cent according to number of the units in any container may show defects, except that where the 15 per cent results in a fraction of a unit not more than one unit may show defects.

*Choice Grade.*—Not more than 20 per cent according to number of the units in any container may show defects.

*Standard Grade.*—Not more than 30 per cent according to number of the units in any container may show defects.”

9. Regulation 32 is hereby amended by—

(1) the substitution for subparagraph (iv) of subregulation (3) (b) of the following subparagraph:—

“(iv) Minimum °Brix—

	<i>Fancy Grade.</i>	<i>Choice Grade.</i>	<i>Standard Grade.</i>
Cayenne pineapples.....	18	18	18
Queen pineapples.....	18	18	18”;

(2) the substitution for subparagraph (i) of subregulation (4) (a) of the following subparagraph:—

“(i) Pineapple pieces, chunks, segments and titbits shall consist of cleanly cut portions derived from peeled and cored pineapples: Provided that titbits shall only be cut from pineapple rings or portions of rings.”;

(3) the substitution for subparagraph (iv) of subregulation (4) (b) of the following subparagraph:—

“(iv) Minimum °Brix—

	<i>Fancy Grade.</i>	<i>Choice Grade.</i>	<i>Standard Grade.</i>
Cayenne pineapples.....	18	18	18
Queen pineapples.....	18	18	18”;

(4) the substitution for subparagraph (iv) of subregulation (5) (d) of the following subparagraph:—

	<i>“Cayenne pineapples.</i>	<i>Queen pineapples.</i>
(iv) Minimum Brix.....	18	18”.

10. The following regulation is hereby inserted after regulation 34:—

“*Sultanas.*

34. A (1) There shall be three grades of canned sultanas, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades of canned sultanas shall be as follows:—

- (a) Canned sultanas shall be prepared from sound, washed, suitable ripe sultanas which are free from stalks.
- (b) The minimum drained weight shall be 14 ounces.
- (c) The minimum average ingoing weight shall be 19 ounces;
- (d) The minimum ingoing weight shall be 18 ounces.
- (e) The minimum °Brix shall be 18.
- (f) The minimum diameter of the berries shall be  $\frac{6}{16}$  inch.

(3) The specifications for each grade of canned sultanas shall be as follows:—

(a) *Uniformity of size:*—

*Fancy Grade.*—The berries in any one container shall be uniform in size.

*Choice Grade.*—The berries in any one container shall be fairly uniform in size.

*Keurgraad.*—Hoogstens 20 persent volgens getal van die eenhede in enige houer kan gebreke toon.

*Standaardgraad.*—Hoogstens 25 persent volgens getal van die eenhede in enige houer kan gebreke toon.”

8. Regulasie 31 (3) word hierby gewysig deur paragraaf (1) deur die volgende paragraaf te vervang:—

“(1) *Gebreke:*—

*Puikgraad.*—Hoogstens 15 persent volgens getal van die eenhede in enige houer kan gebreke toon, behalwe dat waar die 15 persent in 'n gedeelte van 'n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Keurgraad.*—Hoogstens 20 persent volgens getal van die eenhede in enige houer kan gebreke toon.

*Standaardgraad.*—Hoogstens 30 persent volgens getal van die eenhede in enige houer kan gebreke toon.”

9. Regulasie 32 word hierby gewysig deur—

(1) subparagraaf (iv) van subregulasie (3) (b) deur die volgende subparagraaf te vervang:—

“(iv) Minimum °Brix—

	<i>Puikgraad.</i>	<i>Keurgraad.</i>	<i>Standaardgraad.</i>
Cayenne pynappels.....	18	18	18
Queen pynappels.....	18	18	18”;

(2) subparagraaf (i) van subregulasie (4) (a) deur die volgende subparagraaf te vervang:—

“(i) Pynappelstukke, -hompe, -segmente en -mootjies moet bestaan uit netjies gesnyde dele van geskilte en ontkernde pynappel: Met dien verstande dat mootjies slegs gesny mag word van pynappelringe of dele van ringe.”;

(3) subparagraaf (iv) van subregulasie (4) (b) deur die volgende subparagraaf te vervang:—

“(iv) Minimum °Brix—

	<i>Puikgraad.</i>	<i>Keurgraad.</i>	<i>Standaardgraad.</i>
Cayenne pynappels.....	18	18	18
Queen pynappels.....	18	18	18”;

(4) subparagraaf (iv) van subregulasie (5) (d) deur die volgende subparagraaf te vervang:—

	<i>“Cayenne pynappels.</i>	<i>Queen pynappels.</i>
(iv) Minimum Brix.....	18	18”.

10. Die volgende regulasie word hierby na Regulasie 34 ingevoeg:—

“*Sultanas.*

34. A (1) Daar is drie grade ingemaakte sultanas, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir al die grade ingemaakte sultanas is soos volg:—

- (a) Ingemaakte sultanas moet berei word van gesonde, gewaste, geskikte ryp sultanas wat vry van stingels is.
- (b) Die minimum substansgewig moet 14 onse wees.
- (c) Die minimum gemiddelde inpakgewig moet 19 onse wees.
- (d) Die minimum inpakgewig moet 18 onse wees.
- (e) Die minimum °Brix moet 18 onse wees.
- (f) Die minimum deursnee van die bessies moet  $\frac{6}{16}$  duim wees.

(3) Die spesifikasies vir elke graad ingemaakte sultanas is soos volg:—

(a) *Eenvormigheid van grootte:*—

*Puikgraad.*—Die bessies in enige houer moet eenvormig van grootte wees.

*Keurgraad.*—Die bessies in enige houer moet taamlik eenvormig van grootte wees.

**Standard Grade.**—The berries in any one container shall be reasonably uniform in size.

(b) **Blemishes:**—

**Fancy Grade.**—The berries shall be free from discoloration and blemishes and have an attractive general appearance.

**Choice Grade.**—The berries shall be reasonably free from blemishes and have an attractive general appearance: Provided that both in the case of Fancy Grade and Choice Grade minor skin blemishes shall not be deemed to be blemishes.

**Standard Grade.**—Skin blemishes shall be allowed provided they are not conspicuous.

(c) **Disintegration:**—

**Fancy Grade.**—Not more than 5 per cent according to the number of berries in any container may be disintegrated.

**Choice Grade.**—Not more than 10 per cent according to the number of berries in any container may be disintegrated.

**Standard Grade.**—Not more than 20 per cent according to the number of berries in any container may be disintegrated.

(d) **Defects:**—

The minimum percentage of defects (including stems) which shall be permitted in any container of canned sultanas according to the various grades shall be as follows:—

Fancy Grade.....	5 per cent.
Choice Grade.....	10 per cent.
Standard Grade.....	20 per cent”.

11. Regulation 42 (2) (c) is hereby amended by the insertion after the word “colour”, of the word “reasonably”.

12. The following regulation is hereby substituted for regulation 49:—

“**Beetroot (Beet).**

49. (1) There shall be two grades of canned beet namely Fancy Grade and Choice Grade, except in the case of sliced beet in which case there shall be three grades, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades shall be as follows:—

(a) Beet shall, after peeling and trimming, be canned either whole, diced, sliced or as radially cut pieces.

(b) The product shall be prepared from young and tender beets of varieties which retain a good red colour after processing.

(c) In the case of wholes and radially cut pieces the count shall be not less than 8 and the beets or pieces in any container shall be reasonably uniform in shape and size.

(d) (i) When beets are sliced the slices shall be cleanly cut and reasonably uniform in thickness the thickness shall not exceed  $\frac{3}{8}$  inch and the diameter shall not exceed 4 inches;

(ii) when beets are canned in the form of dice, the dice shall be cleanly cut and more or less cube-shaped.

(e) The minimum drained weight shall be 18 ounces.

(f) Slabs (or first cuts), blotches, stains, black internal discoloration, scab, poor peeling or poor trimming and insects or mechanical injury shall be deemed to be defects.

(3) The specifications for each grade of canned beet shall be as follows:—

(a) **Whole beets or radially cut beets:**—

**Fancy Grade.**—In any container not more than 10 per cent according to number of the units may show defects, except that where

**Standaardgraad.**—Die bessies in enige houer moet redelik eenvormig van grootte wees.

(b) **Letsels:**—

**Puikgraad.**—Die bessies moet vry van verkleuring en letsels wees en ’n aantreklike algemene voorkoms hê.

**Keurgraad.**—Die bessies moet redelik vry van letsels wees en ’n aantreklike algemene voorkoms hê: Met dien verstande dat beide in die geval van Puikgraad en Keurgraad kleinere skilletsels nie as letsels geag word nie.

**Standaardgraad.**—Skilletsels sal toegelaat word met dien verstande dat hulle nie opsigtelik is nie.

(c) **Disintegrasie:**—

**Puikgraad.**—Hoogstens 5 persent volgens die getal bessies in enige houer mag disintegrasie toon.

**Keurgraad.**—Hoogstens 10 persent volgens die getal bessies in enige houer mag disintegrasie toon.

**Standaardgraad.**—Hoogstens 20 persent volgens die getal bessies in enige houer mag disintegrasie toon.

(d) **Gebreke:**—

Die maksimum persentasie gebreke (stingels ingesluit) wat in enige houer vir die verskillende grade ingemaakte sultanas toegelaat word is die volgende:—

Puikgraad.....	5 persent.
Keurgraad.....	10 persent.
Standaardgraad.....	20 persent.”.

11. Regulasie 42 (2) (c) word hierby gewysig deur na die woord „moet” waar dit die tweede maal voorkom die woord „redelik” in te voeg.

12. Regulasie 49 word hierby deur die volgende regulasie vervang:—

„**Beet.**

49. (1) Daar is twee grade ingemaakte beet, naamlik Puikgraad en Keurgraad, behalwe in die geval van beet wat in skywe gesny is waar daar drie grade is, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir alle grade is soos volg:—

(a) Beet, moet nadat dit geskil en afgewerk is, heel of in die vorm van dobbelsteentjies, skywe of as sektorstukke ingemaak word.

(b) Die produk moet berei word van jong en sagte beet van variëteite wat ’n goeie rooi kleur ná inmaak behou.

(c) In die geval van heles en sektorstukke moet die telling minstens 8 wees, en die beet of stukke in enige houer moet redelik eenvormig van vorm en grootte wees.

(d) (i) Wanneer beet in skywe gesny word, moet die skywe netjies gesny en van ’n redelik eenvormige dikte wees; die dikte mag hoogstens  $\frac{3}{8}$  duim en die deursnee hoogstens 4 duim wees;

(ii) wanneer beet in die vorm van dobbelsteentjies ingemaak word moet die dobbelsteentjies netjies gesny en min of meer kubusvormig wees.

(e) Die minimum substansgewig moet 18 onse wees.

(f) Entskywe (of eerste skywe), verkleurde kolle, vlekke, swart inwendige verkleuring, skurwe kolle, swak afskilling of swak afwerking en insek- of meganiese beskadiging word geag gebreke te wees.

(3) Die spesifikasies vir elke graad ingemaakte beet is soos volg:—

(a) **Heelbeet of beet in sektorstukke gesny:**—

**Puikgraad.**—In enige houer kan hoogstens 10 persent volgens getal van die eenheid gebreke toon, behalwe dat waar die 10

the 10 per cent results in a fraction of a unit, not more than one unit may show defects.

*Choice Grade.*—In any container not more than 30 per cent according to number of the units may show defects.

(b) *Diced beets:*—

*Fancy Grade.*—In any container not more than 2 per cent by weight of defective units and not more than 7 per cent by weight of chips may be present.

*Choice Grade.*—In any container not more than 6 per cent by weight of defective units and not more than 15 per cent by weight of chips may be present.

(c) *Sliced beets:*—

*Fancy Grade.*—In any container not more than 10 per cent by weight of defective units may be present.

*Choice Grade.*—In any container not more than 30 per cent by weight of defective units may be present.

*Standard Grade.*—In any container not more than 50 per cent by weight of defective units may be present.”

13. The following regulation is hereby substituted for regulation 55:—

“*Potatoes.*

55. (1) There shall be three grades of canned potatoes, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all three grades shall be as follows:—

(a) The potatoes shall be canned either whole or as dice or slices.

(b) The product shall be prepared from potatoes of a variety suitable for canning; the potatoes shall be peeled, trimmed and well washed.

(c) The product shall be of a good colour and texture, and free from disintegration and other defects.

(d) When potatoes are canned as dice, the dice shall be cleanly cut and more or less cube-shaped, and the product may contain not more than 15 per cent by weight of chips.

(e) When potatoes are canned as wholes the count of the number of units in any container shall exceed 12 units, and such units shall be reasonably uniform in size and shape.

(f) The minimum drained weight shall be 20 ounces.

(3) (a) Fancy diced potatoes shall be firm and shall contain mayonnaise of good colour and texture.

Choice Grade diced potatoes shall be fairly firm.

Standard Grade diced potatoes shall be reasonably firm.”

14. The following regulation is hereby substituted for Regulation 62:

“*Mushrooms.*

62. (1) There shall be three grades of canned mushrooms, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades shall be as follows:—

(a) Canned mushrooms shall be prepared from suitable varieties of cultivated mushrooms.

(b) The mushrooms which are used shall be fresh, sound and thoroughly washed; they shall be free from grit, insect contamination and disease.

(c) The mushrooms shall—

(i) be canned within 12 hours of picking; or

(ii) be held under suitable refrigeration and canned within 72 hours of picking.

persent in 'n gedeelte van 'n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Keurgraad.*—In enige houer kan hoogstens 30 persent volgens getal van die eenhede gebreke toon.

(b) *Beetdobbelseentjies:*—

*Puikgraad.*—In enige houer kan hoogstens 2 persent volgens gewig, eenhede met gebreke en hoogstens 7 persent volgens gewig snippers voorkom.

*Keurgraad.*—In enige houer kan hoogstens 6 persent volgens gewig eenhede met gebreke en hoogstens 15 persent volgens gewig snippers voorkom.

(c) *Beet in skywe:*—

*Puikgraad.*—In enige houer kan hoogstens 10 persent van die eenhede gebreke toon.

*Keurgraad.*—In enige houer kan hoogstens 30 persent van die eenhede gebreke toon.

*Standaardgraad.*—In enige houer kan hoogstens 50 persent van die eenhede gebreke toon.”

13. Regulasie 55 word hierby deur die volgende regulasie vervang:—

„*Aartappels.*

55. (1) Daar is drie grade ingemaakte aartappels, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir al drie grade is soos volg:—

(a) Die aartappels moet òf heel, òf in die vorm van dobbelseentjies of skyfies ingemaak word.

(b) Die produk moet berei word van aartappels van 'n variëteit wat geskik is vir inmaak; die aartappels moet geskil, afgewerk en goed gewas word.

(c) Die produk moet 'n goeie kleur en tekstuur hê en nie gedisintegreer wees of ander gebreke hê nie.

(d) Wanneer aartappels in die vorm van dobbelseentjies ingemaak word, moet die dobbelseentjies netjies gesny en min of meer kubusvormig wees, en kan die produk hoogstens 15 persent volgens gewig snippers bevat.

(e) Wanneer aartappels as heles ingemaak word, moet die telling van die getal eenhede in enige houer 12 oorskry, en sodanige eenhede moet 'n redelik eenvormige grootte en vorm hê.

(f) Die minimum substansgewig moet 20 onse wees.

(3) (a) Puikgraad aartappeldobbelseentjies moet stewig wees en moet mayonnaise van goeie kleur en tekstuur bevat.

Keurgraad aartappeldobbelseentjies moet taamlik stewig wees.

Standaardgraad aartappeldobbelseentjies moet redelik stewig wees.”

14. Regulasie 62 word hierby deur die volgende regulasie vervang:—

„*Sampioene.*

62. (1) Daar is drie grade ingemaakte sampioene, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir alle grade is soos volg:—

(a) Ingemaakte sampioene moet berei word van geskikte variëteite gekweekte sampioene.

(b) Die sampioene wat gebruik word moet vars, gesond en deeglik gewas wees; dit moet sonder sand, insektebesmetting en siekte wees.

(c) Die sampioene moet—

(i) binne 12 uur nadat die gepluk is, ingemaak word; of

(ii) behoorlik verkoel gehou en binne 72 uur nadat dit gepluk is, ingemaak word.

- (d) (i) When mushrooms are packed as 'Buttons' the mushrooms shall be immature and shall not have stems more than  $\frac{1}{2}$  inch in length;
- (ii) when mushrooms are packed as 'Buttons' or 'Slices', the container concerned shall be labelled accordingly.
- (e) The drained weight shall at least be 50 per cent of the net weight.
- (f) In the case of canned, creamed or savoury mushrooms, the mushrooms shall be cut into dice or slices, or it may be left whole, and thickening and suitable flavouring ingredients, both approved for the purpose by the Chief, Division of Commodity Services, referred in Regulation 51 (2) (b), shall be added thereto; the product shall be well-bodied and possess a creamlike consistency.
- (3) The specifications for each grade of canned mushrooms shall be as follows:—
- (a) *Colour:—*
- Fancy Grade.*—The product shall be of a good and uniform colour.
- Choice Grade.*—The product shall be of a good and fairly uniform colour.
- Standard Grade.*—The product shall be of a reasonably good and reasonably uniform colour.
- (b) *Defects:—*
- Fancy Grade.*—The product shall be free from defects.
- Choice Grade.*—The product shall be fairly free from defects.
- Standard Grade.*—The product shall be reasonably free from defects.”

15. Regulation 65 is hereby amended by—

- (1) the substitution for the proviso to sub-regulation (1) of the following proviso:
- “Provided that in the case of smooth jams which were prepared from fruits other than apricots, berry fruits, guavas, peaches or plums, or for smooth jams consisting of a mixture of one or more fruits, there shall be no First Grade.”; and
- (2) the addition at the end of sub-regulation (2) (e) of the following proviso:
- “Provided that degrading of the product to a grade lower than Standard Grade as a result of the set being less than set 1 as depicted in the illustrations, shall take place only if other relevant prescribed requirements have not been complied with, or insufficient fruit has been used in the preparation, or where there is an undue amount of excretion.”.

No. R. 2089.]

[23 December 1966.

REGULATIONS RELATING TO THE GRADING, PACKING AND MARKING OF CANNED FOODSTUFFS (FRUIT AND VEGETABLES) INTENDED FOR SALE IN THE REPUBLIC OF SOUTH AFRICA.—AMENDMENT.

The State President has, under the powers vested in him by section 43 of the Marketing Act, 1937 (No. 26 of 1937), further amended the regulations relating to the grading, packing and marking of canned foodstuffs (fruit and vegetables) intended for sale in the Republic of South Africa, as published under Government Notice No. R. 1515 of the 1st October, 1965, as amended, as set out in the Schedule hereto.

SCHEDULE.

The Schedule to Government Notice No. R. 1515 of the 1st October, 1965, as amended, is hereby further amended as follows:—

1. Regulation 3 (2) is hereby amended by the substitution for paragraph (a) of the following paragraph:—
- “(a) Every container which contains a canned foodstuff intended for sale in the Republic shall be marked

- (d) (i) Wanneer sampioene as 'Knopies' verpak word moet die sampioene onvolwasse wees en die stamme moet hoogstens  $\frac{1}{2}$  duim lank wees;
- (ii) wanneer sampioene verpak word as 'Knopies' of 'Skywe', moet die betrokke houder dienooreenkomstig geëtiketteer word.
- (e) Die substansgewig moet minstens 50 persent van die netto gewig wees.
- (f) In die geval van ingemaakte room of geurtjie-sampioene moet die sampioene in dobbelsteentjies of skywe gesny word, of dit kan heel gelaat word, en moet daarby gevoeg word verdikkings- en geskikte geurbestanddele wat albei vir die doel goedgekeur is deur die Hoof, Afdeling Kommoditeitsdienste, genoem in regulasie 51 (2) (b); die produk moet 'n goeie dikte en 'n romerige tekstuur hê.
- (3) Die spesifikasies vir elke graad ingemaakte sampioene is soos volg:—
- (a) *Kleur:—*
- Puikgraad.*—Die produk moet 'n goeie en eenvormige kleur hê.
- Keurgraad.*—Die produk moet 'n goeie en taamlik eenvormige kleur hê.
- Standaardgraad.*—Die produk moet 'n redelike goeie en redelik eenvormige kleur hê.
- (b) *Gebreke:—*
- Puikgraad.*—Die produk moet sonder gebreke wees.
- Keurgraad.*—Die produk moet taamlik sonder gebreke wees.
- Standaardgraad.*—Die produk moet redelik sonder gebreke wees.”

15. Regulasie 65 word hierby gewysig deur—

- (1) die voorbehoudsbepaling van subregulasie (1) deur die volgende voorbehoudsbepaling te vervang:—
- „Met dien verstande dat in die geval van fynkonfyte wat berei is van ander vrugte as appelse, bessievrugte, koejawels, perskes of pruime of vir fynkonfyte wat bestaan uit 'n mengsel van een of meer vrugte, daar nie 'n Eerstegraad is nie.”; en
- (2) aan die end van subregulasie (2) (e) die volgende voorbehoudsbepaling by te voeg:—
- „Met dien verstande dat afgradering van die produk na 'n graad laer as Standaardgraad as gevolg van die set wat minder as set 1 is soos afgeteken in die illustrasies, slegs mag plaasvind indien daar nie aan ander betrokke voorgeskrewe vereistes voldoen is nie, of waar daar onvoldoende vrugte in die voorbereiding gebruik is, of waar daar 'n buitensporige hoeveelheid afskeiding is.”.

No. R. 2089.]

[23 Desember 1966.

REGULASIES MET BETREKKING TOT DIE GRADERING, VERPAKKING EN MERK VAN INGEMAakte VOEDSEL (VRUGTE EN GROENTE) BESTEM VIR VERKOOP IN DIE REPUBLIEK VAN SUID-AFRIKA.—WYSIGING.

Die Staatspresident het, kragtens die bevoegdheid hom verleen by artikel 43 van die Bemarkingswet, 1937 (No. 26 van 1937), die regulasies met betrekking tot die gradering, verpakking en merk van ingemaakte voedsel (vrugte en groente) bestem vir verkoop in die Republiek van Suid-Afrika, soos afgekondig by Goewermentskennisgewing No. R. 1515 van 1 Oktober 1965, soos gewysig, verder gewysig soos in die Bylae hiervan uiteengesit.

BYLAE.

Die Bylae tot Goewermentskennisgewing No. R. 1515 van 1 Oktober 1965, soos gewysig, word hierby verder soos volg gewysig:—

1. Regulasie 3 (2) word hierby gewysig deur paragraaf (a) deur die volgende paragraaf te vervang:—
- “(a) Elke houder wat ingemaakte voedsel bevat wat vir verkoop in die Republiek bestem is, moet gemerk

by embossing or lithographing thereon or by printing on a label which shall be pasted thereon the following:—

- (i) Words signifying the country of origin of the contents in printed letters of not less than  $\frac{1}{16}$  inch in height;
- (ii) a true description indicating the contents;
- (iii) the grade of the contents in printed letters of not less than  $\frac{1}{8}$  inch in height, except in the case of containers of a net weight capacity of 8 ounces or smaller, in which case the letters shall not be less than  $\frac{3}{32}$  inch in height;
- (iv) the net weight of the contents or fluid contents in printed letters of not less than  $\frac{1}{8}$  inch in height;
- (v) where artificial colouring has been added to a canned foodstuff, words disclosing that fact, in printed letters of not less than  $\frac{1}{16}$  inch in height, except where otherwise specified in these regulations;
- (vi) any other marks prescribed in these regulations.”.

2. Regulation 8 is hereby amended by the substitution for the word “relatively” of the word “reasonably”.

3. Regulation 9 is hereby amended by the addition after paragraph (g) of the following paragraph:—

“(h) Where the maximum number of defects allowed is prescribed by regulation in respect of a number of units, such a number of defects shall be deemed as applying in the case where the maximum number of units permitted for the particular style of product has been packed in the container. Where the container contains a smaller number of units than the maximum permitted for the particular pack, the maximum number of defects which will be permitted shall be proportionally less according to the extent by which the number of units packed is less than the maximum number of units permitted to be packed.”.

4. Regulation 18 (3) (b) is hereby amended by the substitution for the figures “22”, “20” and “20” of the figures “18”, “18” and “18” respectively.

5. Regulation 20 (3) (e) is hereby amended by the deletion of the expression “Sultanas . . .  $\frac{6}{16}$   $\frac{6}{16}$   $\frac{6}{16}$ ” and the words “Other Grapes”.

6. Regulation 25 (3) (a) is hereby amended by the substitution for the figure “30” of the figure “69”.

7. The following regulation is hereby inserted after regulation 27:—

“Orange and Grapefruit Segments Mixed.

27 A. (1) There shall be three grades of canned orange and grapefruit segments mixed, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all three grades shall be as follows:—

- (a) Only sound, mature oranges and grapefruit shall be used for preparing orange and grapefruit segments mixed which shall be canned only as separate peeled portions of which the carpillary membranes have been removed.
- (b) All canned orange and grapefruit segments mixed shall be practically free from developed seeds.
- (c) Only orange and grapefruit segments derived from oranges and grapefruit of similar varietal characteristics shall be packed in the same container.
- (d) The segments shall be reasonably uniform in size and of a normal shape.
- (e) Canned orange and grapefruit segments mixed shall be free from off-flavours due to over-processing and from excessive rag and similar defects.

word deur die volgende òf daarop te bosseleer òf te litografeer òf te druk op 'n etiket wat daaraan geplak moet wees—

- (i) woorde wat die land van herkoms van die inhoud aandui in drukletters van minstens  $\frac{1}{16}$  duim hoog;
- (ii) 'n juiste beskrywing wat die inhoud aandui;
- (iii) die graad van die inhoud in drukletters van minstens  $\frac{1}{8}$  duim hoog, behalwe in die geval van houers met 'n netto gewigsinhoud van 8 onse of kleiner, in watter geval die letters minstens  $\frac{3}{32}$  duim hoog moet wees;
- (iv) die netto gewig van die inhoud of die vloeistofinhoud in drukletters van minstens  $\frac{1}{8}$  duim hoog;
- (v) waar van kunskleurstowwe by ingemaakte voedsel gevoeg is, woorde ter aanduiding daarvan in drukletters van  $\frac{1}{16}$  duim hoog, uitgesonderd waar anders in hierdie regulasies bepaal;
- (vi) enige ander merke wat in hierdie regulasies voorgeskryf word.”.

2. Regulasie 8 word hierby gewysig deur die woord „betreklik” deur die woord „redelik” te vervang.

3. Regulasie 9 word hierby gewysig deur na paragraaf (g) die volgende paragraaf by te voeg:—

“(h) Wanneer die maksimum aantal defekte by regulasie voorgeskryf word ten opsigte van 'n aantal eenhede, sal daardie aantal defekte beskou word asof dit van toepassing is op 'n geval waar die maksimum aantal eenhede toelaatbaar by 'n bepaalde styl van produk, in die houer verpak was. Wanneer die houer 'n kleiner aantal eenhede bevat as die maksimum aantal toelaatbaar vir die betrokke verpakking, sal die maksimum aantal defekte wat toegelaat word, verhoudingsgewyse verminder word in ooreenstemming met die mate waarin die aantal eenhede verpak minder is as die maksimum aantal eenhede wat vir verpakking toegelaat word.”.

4. Regulasie 18 (3) (b) word hierby gewysig deur die syfers „22”, „20” en „20” deur die syfers „18”, „18” en „18” onderskeidelik te vervang.

5. Regulasie 20 (3) (e) word hierby gewysig deur die uitdrukking „Sultanas . . .  $\frac{6}{16}$   $\frac{6}{16}$   $\frac{6}{16}$ ” en die woorde „Ander druiwe” te skrap.

6. Regulasie 25 (3) (a) word hierby gewysig deur die syfer „30” deur die syfer „69” te vervang.

7. Die volgende regulasie word hierby na regulasie 27 ingevoeg:—

„Lemoenhuisies en pomelohuisies gemeng.

27 A. (1) Daar is drie grade ingemaakte lemoenhuisies en pomelohuisies gemeng, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir al drie grade is soos volg:—

- (a) Slegs gesonde, volwasse lemoene en pomelo's mag gebruik word vir die bereiding van lemoenhuisies en pomelohuisies gemeng wat slegs ingemaak mag word as afsonderlike geskilde eenhede waarvan die huisvliese verwyder is.
- (b) Alle ingemaakte lemoenhuisies en pomelohuisies gemeng moet feitlik sonder ontwikkelde pitte wees.
- (c) Slegs lemoenhuisies en pomelohuisies afkomstig van lemoene en pomelo's met dergelike variëteitseienskappe mag in dieselfde houer verpak word.
- (d) Die huisies moet 'n redelik eenvormige grootte en normale vorm hê.
- (e) Ingemaakte lemoenhuisies en pomelohuisies gemeng moet vry wees van wansmake veroorsaak deur 'n te lang kookproses, en van te veel vesels of dergelike gebreke.

(3) The specifications for the various grades of orange and grapefruit segments mixed shall be as follows:—

	Fancy Grade.	Choice Grade.	Standard Grade.
(a) Maximum count.....	69	—	—
(b) Minimum drained weight.....	15	15	15
(c) Minimum average ingoing weight..	19½	19½	19½
(d) Minimum ingoing weight.....	19	19	19
(e) Minimum °Brix.....	20	20	18

(f) Defects:

*Fancy Grade.*—Not less than 80 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 40 per cent of the total drained weight.

*Choice Grade.*—Not less than 60 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 40 per cent of the total drained weight.

*Standard Grade.*—Not less than 40 per cent of the drained weight shall consist of whole segments and each constituent shall be not less than 35 per cent of the total drained weight:

Provided that in the case of all three grades a segment shall be deemed to be whole if it has retained at least 75 per cent of its original shape.

(g) Colour:

*Fancy Grade.*—The units of each constituent in any one container shall be of a very good and uniform colour throughout.

*Choice Grade.*—The units of each constituent in any one container shall be of a fairly good colour throughout.

*Standard Grade.*—The units of each constituent in any one container shall be of a reasonably good colour throughout.”.

8. Regulation 30 (4) is hereby amended by the substitution for paragraph (j) of the following paragraph:—

“(j) Defects:—

*Fancy Grade.*—Not more than 15 per cent according to number of the units in any container may show defects, except that where the 15 per cent results in a fraction of a unit not more than one unit may show defects.

*Choice Grade.*—Not more than 20 per cent according to number of the units in any container may show defects.

*Standard Grade.*—Not more than 25 per cent according to number of the units in any one container may show defects.”.

9. Regulation 31 (3) is hereby amended by the substitution for paragraph (1) of the following paragraph:—

“(1) Defects:—

*Fancy Grade.*—Not more than 15 per cent according to number of the units in any container may show defects, except that where the 15 per cent results in a fraction of a unit not more than one unit may show defects.

*Choice Grade.*—Not more than 20 per cent according to number of the units in any container may show defects.

*Standard Grade.*—Not more than 30 per cent according to number of the units in any container may show defects.”.

10. Regulation 32 is hereby amended by—

(1) the substitution for sub-paragraph (iv) of sub-regulation (3) (b) of the following sub-paragraph:—

“(iv) Minimum °Brix—

	Fancy Grade.	Choice Grade.	Standard Grade.
Cayenne pineapples.....	18	18	18
Queen pineapples.....	18	18	18”;

(2) the substitution for sub-paragraph (i) of sub-regulation (4) (a) of the following sub-paragraph:

“(i) Pineapple pieces, chunks, segments and titbits shall consist of cleanly cut portions derived from peeled and cored pineapple: Provided that titbits shall only be cut from pineapple rings or portions of rings.”;

(3) Die spesifikasies vir die onderskeie grade lemoenhuisies en pomelohuisies gemeng is soos volg:—

	Puikgraad.	Keurgraad.	Standaardgraad.
(a) Maksimum telling.....	69	—	—
(b) Minimum substansgewig.....	15	15	15
(c) Minimum gemiddelde inpakgewig..	19½	19½	19½
(d) Minimum inpakgewig.....	19	19	19
(e) Minimum °Brix.....	20	20	18

(f) Gebreke:

*Puikgraad.*—Minstens 80 persent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 40 persent van die totale substansgewig uitmaak.

*Keurgraad.*—Minstens 60 persent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 40 persent van die totale substansgewig uitmaak.

*Standaardgraad.*—Minstens 40 persent van die substansgewig moet uit heel huisies bestaan en elke bestanddeel moet minstens 35 persent van die totale substansgewig uitmaak:

Met dien verstande dat in die geval van al drie grade, word ’n huisie wat minstens 75 persent van sy oorspronklike vorm behou het geag heel te wees.

(g) Kleur:

*Puikgraad.*—Die eenhede van elke bestanddeel in ’n houer moet deurgaans ’n baie goeie en eenvormige kleur hê.

*Keurgraad.*—Die eenhede van elke bestanddeel in ’n houer moet deurgaans ’n taamlike goeie kleur hê.

*Standaardgraad.*—Die eenhede van elke bestanddeel in ’n houer moet deurgaans ’n redelike goeie kleur hê”.

8. Regulasie 30 (4) word hierby gewysig deur paragraaf (j) deur die volgende paragraaf te vervang:

“(j) Gebreke:—

*Puikgraad.*—Hoogstens 15 persent volgens getal van die eenhede in enige houer kan gebreke toon, behalwe dat waar die 15 persent in ’n gedeelte van ’n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Keurgraad.*—Hoogstens 20 persent volgens getal van die eenhede in enige houer kan gebreke toon.

*Standaardgraad.*—Hoogstens 25 persent volgens getal van die eenhede in enige houer kan gebreke toon.”.

9. Regulasie 31 (3) word hierby gewysig deur paragraaf (1) deur die volgende paragraaf te vervang:—

“(1) Gebreke:—

*Puikgraad.*—Hoogstens 15 persent volgens getal van die eenhede in enige houer kan gebreke toon, behalwe dat waar die 15 persent in ’n gedeelte van ’n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Keurgraad.*—Hoogstens 20 persent volgens getal van die eenhede in enige houer kan gebreke toon.

*Standaardgraad.*—Hoogstens 30 persent volgens getal van die eenhede in enige houer kan gebreke toon.”.

10. Regulasie 32 word hierby gewysig deur—

(1) subparagraaf (iv) van subregulasie (3) (b) deur die volgende subparagraaf te vervang:—

“(iv) Minimum °Brix—

	Puikgraad.	Keurgraad.	Standaardgraad.
Cayenne pynappels.....	18	18	18
Queen pynappels.....	18	18	18”;

(2) subparagraaf (i) van subregulasie (4) (a) deur die volgende subparagraaf te vervang:—

“(i) Pynappelstukke, -hompe, -segmente en -mooitjies moet bestaan uit netjies gesnyde dele van geskilte en ontkernde pynappel: Met dien verstande dat mootjies slegs gesny mag word van pynappelringe of dele van ringe.”;

(3) the substitution for sub-paragraph (iv) of sub-regulation (4) (b) of the following sub-paragraph:—

“(iv) Minimum °Brix—

	Fancy Grade.	Choice Grade.	Standard Grade.
Cayenne pineapples.....	18	18	18
Queen pineapples.....	18	18	18”;

(4) the substitution for sub-paragraph (iv) of sub-regulation (5) (d) of the following sub-paragraph:—

“Cayenne Queen pineapples. pineapples.

(iv) Minimum °Brix.....	18	18”.
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11. The following regulation is hereby inserted after regulation 34:—

“Sultanas.

34 A. (1) There shall be three grades of canned sultanas, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades of canned sultanas shall be as follows:—

- (a) Canned sultanas shall be prepared from sound, washed, suitable ripe sultanas which are free from stalks.
- (b) The minimum drained weight shall be 14 ounces.
- (c) The minimum average ingoing weight shall be 19 ounces.
- (d) The minimum ingoing weight shall be 18 ounces.
- (e) The minimum °Brix shall be 18.
- (f) The minimum diameter of the berries shall be  $\frac{6}{16}$  inch.

(3) The specifications for each grade of canned sultanas shall be as follows:—

(a) *Uniformity of Size:*—

*Fancy Grade.*—The berries in any one container shall be uniform in size.

*Choice Grade.*—The berries in any one container shall be fairly uniform in size.

*Standard Grade.*—The berries in any one container shall be reasonably uniform in size.

(b) *Blemishes:*—

*Fancy Grade.*—The berries shall be free from discoloration and blemishes and have an attractive appearance.

*Choice Grade.*—The berries shall be reasonably free from blemishes: Provided that both in the case of Fancy Grade and Choice Grade minor skin blemishes shall not be deemed to be blemishes.

*Standard Grade.*—Skin blemishes shall be allowed provided they are not conspicuous.

(c) *Disintegration:*—

*Fancy Grade.*—Not more than 5 per cent according to the number of berries in any container may be disintegrated.

*Choice Grade.*—Not more than 10 per cent according to the number of berries in any container may be disintegrated.

*Standard Grade.*—Not more than 20 per cent according to the number of berries in any container may be disintegrated.

(d) *Defects:*—

The maximum percentage of defects (including stems), which shall be permitted in any container of canned sultanas according to the various grades shall be as follows:—

Fancy Grade: 5 per cent.

Choice Grade: 10 per cent.

Standard Grade: 20 per cent.”.

(3) subparagraaf (iv) van subregulasie (4) (b) deur die volgende subparagraaf te vervang:—

„(iv) Minimum °Brix—

	Puikgraad.	Keurgraad.	Standaardgraad.
Cayenne pynappels.....	18	18	18
Queen pynappels.....	18	18	18”;

(4) subparagraaf (iv) van subregulasie (5) (d) deur die volgende subparagraaf te vervang:—

„Cayenne Queen pynappels. pynappels.

(iv) Minimum °Brix.....	18	18”.
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11. Die volgende regulasie word hierby na regulasie 34 ingevoeg:—

„Sultanas.

34 A. (1) Daar is drie grade ingemaakte sultanas, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir al drie grade ingemaakte sultanas is soos volg:—

- (a) Ingemaakte sultanas moet berei word van gesonde, gewaste, geskikte ryp sultanas wat vry van stingels is.
- (b) Die minimum substansgewig moet 14 onse wees.
- (c) Die minimum gemiddelde inpakgewig moet 19 onse wees.
- (d) Die minimum inpakgewig moet 18 onse wees.
- (e) Die minimum °Brix moet 18 wees.
- (f) Die minimum deursnee van die bessies moet  $\frac{6}{16}$  duim wees.

(3) Die spesifikasies vir elke graad ingemaakte sultanas is soos volg:—

(a) *Eenvormigheid van grootte:*—

*Puikgraad.*—Die bessies in enige houer moet eenvormig van grootte wees.

*Keurgraad.*—Die bessies in enige houer moet taamlik eenvormig van grootte wees.

*Standaardgraad.*—Die bessies in enige houer moet redelik eenvormig van grootte wees.

(b) *Letsels:*—

*Puikgraad.*—Die bessies moet vry van verkleuring en letsels wees en ’n aantreklike voorkoms hê.

*Keurgraad.*—Die bessies moet redelik vry van letsels wees en ’n aantreklike algemene voorkoms hê: Met dien verstande dat beide in die geval van Puikgraad en Keurgraad kleinere skilletsels nie as letsels geag word nie.

*Standaardgraad.*—Skilletsels sal toegelaat word met dien verstande dat hulle nie opsigtelik is nie.

(c) *Disintegrasie:*—

*Puikgraad.*—Hoogstens 5 persent volgens die getal bessies in enige houer mag disintegrasie toon.

*Keurgraad.*—Hoogstens 10 persent volgens die getal bessies in enige houer mag disintegrasie toon.

*Standaardgraad.*—Hoogstens 20 persent volgens die getal bessies in enige houer mag disintegrasie toon.

(d) *Gebreke:*—

Die maksimum persentasie gebreke (stingels ingesluit) wat in enige houer vir die verskillende grade ingemaakte sultanas toegelaat word is die volgende:—

Puikgraad: 5 persent.

Keurgraad: 10 persent.

Standaardgraad: 20 persent.”.

12. Regulation 42 (2) (c) is hereby amended by the insertion after the word "colour" of the word "reasonably".

13. The following regulation is hereby substituted for regulation 49:—

*" Beetroot (Beet). "*

49. (1) There shall be two grades of canned beet, namely Fancy Grade and Choice Grade, except in the case of sliced beet in which case there shall be three grades, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades shall be as follows:—

- (a) Beet shall, after peeling and trimming be canned either whole, diced, sliced or as radially cut pieces.
- (b) The product shall be prepared from young and tender beets of varieties which retain a good red colour after processing.
- (c) In the case of wholes and radially cut pieces the count shall be not less than 8 and the beets or pieces in any container shall be reasonably uniform in shape and size.
- (d) (i) When beets are sliced, the slices shall be clearly cut and reasonably uniform in thickness; the thickness shall not exceed  $\frac{3}{8}$  inch and the diameter shall not exceed 4 inches;  
(ii) when beets are canned in the form of dice, the dice shall be cleanly cut and more or less cube-shaped.
- (e) The minimum drained weight shall be 18 ounces.
- (f) Slabs (or first cuts), blotches, stains, black internal discoloration, scab, poor peeling or poor trimming and insects or mechanical injury shall be deemed to be defects.

(3) The specifications for each grade of canned beet shall be as follows:—

(a) *Whole beets or radially cut beets:—*

*Fancy Grade.*—In any container not more than 10 per cent according to number of the units may show defects, except that where the 10 per cent results in a fraction of a unit, not more than one unit may show defects.

*Choice Grade.*—In any container not more than 30 per cent according to number of the units may show defects.

(b) *Diced beets:—*

*Fancy Grade.*—In any container not more than 2 per cent by weight of defective units and not more than 7 per cent by weight of chips may be present.

*Choice Grade.*—In any container not more than 6 per cent by weight of defective units and not more than 15 per cent by weight of chips may be present.

(c) *Sliced beets:—*

*Fancy Grade.*—In any container not more than 10 per cent by weight of defective units may be present.

*Choice Grade.*—In any container not more than 30 per cent by weight of defective units may be present.

*Standard Grade.*—In any container not more than 50 per cent by weight of defective units may be present."

14. The following regulation is hereby substituted for regulation 55:—

*" Potatoes. "*

55. (1) There shall be three grades of canned potatoes, namely Fancy Grade, Choice Grade and Standard Grade.

12. Regulاسie 42 (2) (c) word hierby gewysig deur ná die woord „moet" waar dit die tweede maal voorkom die woord „redelik" in te voeg.

13. Regulاسie 49 word hierby deur die volgende regulاسie vervang:—

*„ Beet. "*

49. (1) Daar is twee grade ingemaakte beet, naamlik Puikgraad en Keurgraad, behalwe in die geval van beet wat in skywe gesny is waar daar drie grade is, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikاسies vir alle grade is soos volg:—

- (a) Beet moet, nadat dit geskil en afgewerk is, heel of in die vorm van dobbelsteentjies, skywe of as sektorstukke ingemaak word.
- (b) Die produk moet berei word van jong en sagte beet van variëteite wat 'n goeie rooi kleur na inmaak behou.
- (c) In die geval van heles en sektorstukke moet die telling minstens 8 wees, en die beet of stukke in enige houer moet redelik eenvormig van vorm en grootte wees.
- (d) (i) Wanneer beet in skywe gesny word, moet die skywe netjies gesny en van 'n redelik eenvormige dikte wees; die dikte mag hoogstens  $\frac{3}{8}$  duim wees en die deursnee hoogstens 4 duim;  
(ii) Wanneer beet in die vorm van dobbelsteentjies ingemaak word moet die dobbelsteentjies netjies gesny en min of meer meer kubusvormig wees.
- (e) Die minimum substansgewig moet 18 onse wees.
- (f) Entskywe (of eerste skywe), verkleurde kolle, vlekke, swart inwendige verkleuring, skurwe kolle, swak afskilling of swak afwerking en insek- of meganiese beskadiging word geag gebreke te wees.

(3) Die spesifikاسies vir elke graad ingemaakte beet is soos volg:—

(a) *Heelbeet of beet in sektorstukke gesny:—*

*Puikgraad.*—In enige houer kan hoogstens 10 persent volgens getal van die eenhede gebreke toon, behalwe dat waar die 10 persent in 'n gedeelte van 'n eenheid uitwerk nie meer as een eenheid gebreke mag toon nie.

*Keurgraad.*—In enige houer kan hoogstens 30 persent volgens getal van die eenhede gebreke toon.

(b) *Beetdobbelseentjies:—*

*Puikgraad.*—In enige houer kan hoogstens 2 persent volgens gewig, eenhede met gebreke en hoogstens 7 persent volgens gewig snippers voorkom.

*Keurgraad.*—In enige houer kan hoogstens 6 persent volgens gewig eenhede met gebreke en hoogstens 15 persent volgens gewig snippers voorkom.

(c) *Beet in skywe:—*

*Puikgraad.*—In enige houer kan hoogstens 10 persent van die eenhede gebreke toon.

*Keurgraad.*—In enige houer kan hoogstens 30 persent van die eenhede gebreke toon.

*Standaardgraad.*—In enige houer kan hoogstens 50 persent van die eenhede gebreke toon."

14. Regulاسie 55 word hierby deur die volgende regulاسie vervang:—

*„ Aartappels. "*

55. (1) Daar is drie grade ingemaakte aartappels, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) The general specifications for all three grades shall be as follows:—

- (a) The potatoes shall be canned either whole or as dice or slices.
- (b) The product shall be prepared from potatoes of a variety suitable for canning; the potatoes shall be peeled, trimmed and well washed.
- (c) The product shall be of a good colour and texture, and free from disintegration and other defects.
- (d) When potatoes are canned as dice, the dice shall be cleanly cut and more or less cube-shaped, and the product may contain not more than 15 per cent by weight of chips.
- (e) When potatoes are canned as wholes the count of the number of units in any container shall exceed 12 units, and such units shall be reasonably uniform in size and shape.
- (f) The minimum drained weight shall be 20 ounces.

(3) (a) Fancy Grade diced potatoes shall be firm and shall contain mayonnaise of good colour and texture.

Choice Grade diced potatoes shall be fairly firm.

Standard Grade diced potatoes shall be reasonably firm.”

15. The following regulation is hereby substituted for regulation 62:—

“Mushrooms.

62. (1) There shall be three grades of canned mushrooms, namely Fancy Grade, Choice Grade and Standard Grade.

(2) The general specifications for all grades shall be as follows:—

- (a) Canned mushrooms shall be prepared from suitable varieties of cultivated mushrooms.
- (b) The mushrooms which are used shall be fresh, sound and thoroughly washed; they shall be free from grit, insect contamination and disease.
- (c) The mushrooms shall—
  - (i) be canned within 12 hours of picking; or
  - (ii) be held under suitable refrigeration and canned within 72 hours of picking.
- (d) (i) When mushrooms are packed as “Buttons” the mushrooms shall be immature and shall not have stems more than  $\frac{1}{2}$  inch in length;
  - (ii) when mushrooms are packed as “Buttons” or “Slices”, the container concerned shall be labelled accordingly.
- (e) The drained weight shall at least be 50 per cent of the net weight.
- (f) In the case of canned creamed or savoury mushrooms, the mushrooms shall be cut into dice or slices, or they may be left whole, and thickening and suitable flavouring ingredients, both approved for the purpose by the Chief, Division of Commodity Services, referred to in regulation 51 (2) (b), shall be added thereto; the product shall be well-bodied and possess a creamlike consistency.

(3) The specifications for each grade of canned mushrooms shall be as follows:—

(a) Colour:—

*Fancy Grade.*—The product shall be of a good and uniform colour.

*Choice Grade.*—The product shall be of a good and fairly uniform colour.

(2) Die algemene spesifikasies vir al die grade is soos volg:—

- (a) Die aartappels moet òf heel, òf in die vorm van dobbelsteentjies òf skyfies ingemaak word.
- (b) Die produk moet berei word van aartappels van 'n variëteit wat geskik is vir inmaak; die aartappels moet geskil, afgewerk en goed gewas word.
- (c) Die produk moet 'n goeie kleur en tekstuur hê en nie gedisintegreer wees of ander gebreke hê nie.
- (d) Wanneer aartappels in die vorm van dobbelsteentjies ingemaak word, moet die dobbelsteentjies netjies gesny en min of meer kubusvormig wees, en kan die produk hoogstens 15 persent volgens gewig snippers bevat.
- (e) Wanneer aartappels as heles ingemaak word, moet die telling van die getal eenhede in enige houer 12 oorskry, en sodanige eenhede moet 'n redelik eenvormige grootte en vorm hê.
- (f) Die minimum substansgewig moet 20 onse wees.

(3) (a) Puikgraad aartappeldobbelsteentjies moet stewig wees en moet mayonnaise van goeie kleur en tekstuur bevat.

Keurgraad aartappeldobbelsteentjies moet taamlik stewig wees.

Standaardgraad aartappeldobbelsteentjies moet redelik stewig wees.

15. Regulasie 62 word hierby deur die volgende regulasie vervang:—

„Sampioene.

62. (1) Daar is drie grade ingemaakte sampioene, naamlik Puikgraad, Keurgraad en Standaardgraad.

(2) Die algemene spesifikasies vir alle grade is soos volg:—

- (a) Ingemaakte sampioene moet berei word van geskikte variëteite gekweekte sampioene.
- (b) Die sampioene wat gebruik word moet vars, gesond en deeglik gewas wees; dit moet sonder sand, insektebesmetting en siekte wees.
- (c) Die sampioene moet—
  - (i) binne 12 uur nadat dit gepluk is, ingemaak word; of
  - (ii) behoorlik verkoel gehou en binne 72 uur nadat dit gepluk is, ingemaak word.
- (d) (i) Wanneer sampioene as „Knopies” verpak word moet die sampioene onvolwasse wees en die stamme moet hoogstens  $\frac{1}{2}$  duim lank wees;
  - (ii) wanneer sampioene verpak word as „Knopies” of „Skywe” moet die betrokke houer dienooreenkomstig geëtiketteer word.
- (e) Die substansgewig moet minstens 50 persent van die netto gewig wees.
- (f) In die geval van ingemaakte room- of geurtjie-sampioene moet die sampioene in dobbelsteentjies of skywe gesny word, of dit kan heel gelaat word, en moet daarby gevoeg word verdikkings en geskikte geurbestanddele wat albei vir dié doel goedgekeur is deur die Hoof, Afdeling Kommoditeitsdienste, genoem in regulasie 51 (2) (b). Die produk moet 'n goeie dikte en romerige tekstuur hê.

(3) Die spesifikasies vir elke graad ingemaakte sampioene is soos volg:—

(a) Kleur:—

*Puikgraad.*—Die produk moet 'n goeie en eenvormige kleur hê.

*Keurgraad.*—Die produk moet 'n goeie en taamlik eenvormige kleur hê.

*Standard Grade.*—The product shall be of a reasonably good and reasonably uniform colour.

(b) *Defects.*—

*Fancy Grade.*—The product shall be free from defects.

*Choice Grade.*—The product shall be fairly free from defects.

*Standard Grade.*—The product shall be reasonably free from defects.”.

16. Regulation 65 is hereby amended by—

(1) the substitution for the proviso to sub-regulation (1) of the following proviso:—

“ Provided that in the case of smooth jams which were prepared from fruits other than apricots, berry fruits, guavas, peaches or plums, or for smooth jams consisting of a mixture of one or more fruits, there shall be no First Grade.”; and

(2) the addition at the end of sub-regulation (2) (e) of the following proviso:

“ Provided that degrading of the product to a grade lower than Standard Grade as a result of the set being less than set 1 as depicted in the illustrations, shall take place only if other relevant prescribed requirements have not been complied with, or insufficient fruit has been used in the preparations, or where there is an undue amount of excretion.”.

No. R. 2090.]

[23 December 1966.

MOHAIR SCHEME.

LEVY AND SPECIAL LEVY ON MOHAIR.

In terms of section 29 (1) of the Marketing Act, 1937 (Act No. 26 of 1937), I, DIRK CORNELIS HERMANUS UYS, Minister of Agricultural Economics and Marketing, do hereby make known that the Mohair Board, referred to in section 3 of the Mohair Scheme, published by Proclamation No. R. 238 of 1965, as amended, has, in terms of sections 15 and 16 of that scheme, and with my approval, imposed the levy and special levy on mohair as set out in the Schedule hereto, in substitution for the Levy and special levy made known by Government Notice No. R. 840 of the 27th May, 1966.

I do hereby further make known that the said levy and special levy shall come into operation on the 1st January, 1967.

D. C. H. UYS,  
Minister of Agricultural Economics and Marketing.

SCHEDULE.

1. In this Schedule any word or expression to which a meaning has been assigned in the Mohair Scheme, published by Proclamation No. R. 238 of 1965, as amended, has the same meaning, and any word or expression to which a meaning has been assigned in the Marketing Act, 1937 (Act No. 26 of 1937), but to which a meaning has not been assigned in the said scheme, has the meaning assigned to it in the said Act.

2. A levy of 0.5 cent per lb. and a special levy of 0.5 cent per lb., calculated on the basis of unprocessed mohair, are hereby imposed—

(a) on all mohair, other than mohair on skins, offered for sale by an agent or imported into the Republic; and

(b) on all mohair on skins received or otherwise acquired by any person for the purpose of processing or intended for export from the Republic.

*Standaardgraad.*—Die produk moet 'n redelik goeie en redelik eenvormige kleur hê.

(b) *Gebreke.*—

*Puikgraad.*—Die produk moet sonder gebreke wees.

*Keurgraad.*—Die produk moet taamlik sonder gebreke wees.

*Standaardgraad.*—Die produk moet redelik sonder gebreke wees.”.

16. Regulasie 65 word hierby gewysig deur—

(1) die voorbehoudsbepaling van subregulasie (1) deur die volgende voorbehoudsbepaling te vervang:—

„ Met dien verstande dat in die geval van fynkonfyte wat berei is van ander vrugte as appelkose, bessievrugte, koejawels, perskes of pruime of vir fynkonfyte wat bestaan uit 'n mengsel van een of meer vrugte daar nie 'n Eerstegraad is nie.”; en

(2) aan die end van subregulasie (2) (e) die volgende voorbehoudsbepaling by te voeg:—

„ Met dien verstande dat afgradering van die produk na 'n graad laer as Standaardgraad as gevolg van die set wat minder as set 1 is soos afgeteken in die illustrasies, slegs mag plaasvind indien daar nie aan ander betrokke voorgeskrewe vereistes voldoen is nie, of waar daar onvoldoende vrugte in die voorbereiding gebruik is, of waar daar 'n buitensporige hoeyeelheid afskeiding is.”.

No. R. 2090.]

[23 Desember 1966.

SYBOKHAARSKEMA.

HEFFING EN SPESIALE HEFFING OP SYBOKHAAR.

Kragtens artikel 29 (1) van die Bemarkingswet, 1937 (Wet No. 26 van 1937), maak ek, DIRK CORNELIS HERMANUS UYS, Minister van Landbou-ekonomie en -bemarking, hiermee bekend dat die Sybokhaarraad, genoem in artikel 3 van die Sybokhaarskema, afgekondig by Proklamasie No. R. 238 van 1965, soos gewysig, kragtens artikels 15 en 16 van genoemde skema, en met my goedkeuring, die heffing en spesiale heffing op sybokhaar soos in die Bylae hiervan uiteengesit, opgelê het, ter vervanging van die heffing en spesiale heffing bekendgemaak by Goewermentskennisgewing No. R. 840 van 27 Mei 1966.

Voorts maak ek hiermee bekend dat die genoemde heffing en spesiale heffing op 1 Januarie 1967 in werking tree.

D. C. H. UYS,  
Minister van Landbou-ekonomie en -bemarking.

BYLAE.

1. In hierdie Bylae het elke woord of uitdrukking waaraan 'n betekenis geheg is in die Sybokhaarskema, afgekondig by Proklamasie No. R. 238 van 1965, soos gewysig, dieselfde betekenis, en het elke woord of uitdrukking waaraan 'n betekenis geheg is in die Bemarkingswet, 1937 (Wet No. 26 van 1937), maar waaraan 'n betekenis nie geheg is in die genoemde skema nie, dieselfde betekenis wat daaraan in die genoemde Wet geheg is.

2. 'n Heffing van 0.5 sent per lb. en 'n spesiale heffing van 0.5 sent per lb., bereken op die basis van onverwerkte sybokhaar word hiermee ingestel—

(a) op alle sybokhaar, behalwe sybokhaar aan velle, deur 'n agent te koop aangebied of in die Republiek ingevoer; en

(b) op alle sybokhaar aan velle deur enige persoon ontvang of op 'n ander wyse verkry met die doel om dit te verwerk of uit die Republiek uit te voer.

DEPARTMENT OF LABOUR.

No. R. 2033.] [23 December 1966.  
INDUSTRIAL CONCILIATION ACT, 1956.

BREWING INDUSTRY, WITWATERSRAND.

AMENDMENT OF MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Brewing Industry shall be binding from the second Monday after the date of publication of this notice and for the period ending the 26th December, 1968, upon the employers' organisation and the trade union which entered into the Amending Agreement and upon the employers and employees who are members of the said organisation or union;
- (b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 26th December, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Industry in the Magisterial Districts of Alberton, Krugersdorp (excluding any portions which prior to the publication of Proclamation No. 40 of the 21st February, 1936, and Government Notice No. 749 of the 19th May, 1961, fell within the Magisterial Districts of Ventersdorp and Randfontein, respectively, but not any portion of the latter magisterial district which prior to the publication of Government Notice No. 2546, dated the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Kempton Park (excluding that portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial District of Pretoria), Germiston, Boksburg (excluding that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Springs, Delmas and Benoni, in that portion of the Magisterial District of Brakpan which prior to the publication of Proclamation No. 149 of the 25th July, 1930, fell within the Magisterial District of Benoni, and in that portion of the Magisterial District of Westonaria which prior to the publication of Government Notice No. 1476 of the 30th September, 1966, fell within the Magisterial District of Roodepoort; and
- (c) in terms of section 48 (3) (a) of the said Act declare that in the Magisterial Districts of Alberton, Krugersdorp (excluding any portions which prior to the publication of Proclamation No. 40 of the 21st February, 1936, and Government Notice No. 749 of the 19th May, 1961, fell within the Magisterial Districts of Ventersdorp and Randfontein, respectively, but not any portion of the latter magisterial district which prior to the publication of Government Notice No. 2546, dated the 5th December, 1947, fell within the Magisterial District of Krugersdorp), Roodepoort, Johannesburg, Kempton Park (excluding that portion which prior to the publication of Government Notice No. 556 of the 29th March, 1956, fell within the Magisterial District of Pretoria), Germiston, Boksburg (exclud-

DEPARTEMENT VAN ARBEID.

No. R. 2033.] [23 Desember 1966.  
WET OP NYWERHEIDSVERSOENING, 1956.

BROUNYWERHEID, WITWATERSRAND.

WYSIGING VAN HOOFOOREENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Brounywerheid betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 Desember 1968 eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Wysigingsooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vakvereniging is;
- (b) kragtens artikel 48 (1) (b) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat 26 Desember 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Nywerheid in die landdrosdistrikte Alberton, Krugersdorp (uitgesonderd enige gedeeltes wat voor die publikasie van Proklamasie No. 40 van 21 Februarie 1936 en Goewermentskennisgewing No. 749 van 19 Mei 1961 onderskeidelik binne die landdrosdistrikte Ventersdorp en Randfontein geval het maar nie enige gedeelte van laasgenoemde landdrosdistrik wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het nie), Roodepoort, Johannesburg, Kempton Park (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Springs, Delmas en Benoni, in daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Proklamasie No. 149 van 25 Julie 1930 binne die landdrosdistrik Benoni geval het, en in daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing No. 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het; en
- (c) kragtens artikel 48 (3) (a) van genoemde Wet dat die bepalings van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 26 Desember 1968 eindig, in die landdrosdistrikte Alberton, Krugersdorp (uitgesonderd enige gedeeltes wat voor die publikasie van Proklamasie No. 40 van 21 Februarie 1936 en Goewermentskennisgewing No. 749 van 19 Mei 1961 onderskeidelik binne die landdrosdistrikte Ventersdorp en Randfontein geval het maar nie enige gedeelte van laasgenoemde landdrosdistrik wat voor die publikasie van Goewermentskennisgewing No. 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het nie), Roodepoort, Johannesburg, Kempton Park

ing that portion which prior to the publication of Government Notice No. 1779 of the 6th November, 1964, fell within the Magisterial District of Heidelberg), Springs, Delmas and Benoni, in that portion of the Magisterial District of Brakpan which prior to the publication of Proclamation No. 149 of the 25th July, 1930, fell within the Magisterial District of Benoni, and in that portion of the Magisterial District of Westonia which prior to the publication of Government Notice No. 1476 of the 30th September, 1966, fell within the Magisterial District of Roodepoort, and from the second Monday after the date of publication of this notice and for the period ending on the 26th December, 1968, the provisions of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said Industry by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN,  
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE BREWING INDUSTRY,  
WITWATERSRAND.

AGREEMENT

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

South African Brewing Industry Association

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

Witwatersrand Brewery Employees' Union

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

being parties to the Industrial Council for the Brewing Industry, Witwatersrand, to amend the Agreement published under Government Notice No. R2000, dated 17th December, 1965, hereinafter referred to as the "Main Agreement" as follows:—

1. Clause 3 of the Main Agreement is hereby amended by numbering the existing clause as sub-clause (1); and by deleting the last paragraph of the existing clause 3 reading:—

"In classifying an employee for the purpose of this Agreement, he shall be deemed to be in that class in which he is wholly or mainly engaged."

2. Clause 3 of the Main Agreement is hereby further amended by adding the following sub-clause:—

"(2) Classification of Employment.

(a) Notwithstanding anything to the contrary contained in this Agreement, and subject to paragraph (b) of this sub-clause, whenever an employee is employed on work included in any class of employment defined in sub-clause (1) hereof, but not on all aspects nor on all duties defined in the relevant definition of such class, he shall nevertheless be classified as being employed in such class of employment;

(b) furthermore, whenever an employee is employed in more than one class of employment as defined in sub-clause (1) hereof, he shall be classified as being employed only in that class in which he is, in terms of time, preponderantly engaged."

3. Clause 3 of the Main Agreement is amended by the deletion of the definition of "Wage" and the substitution therefor of the following:—

"Wage" means the amount of money payable to an employee in terms of clause 4 (2) and 8 in respect of his ordinary hours of work as prescribed in clause 7, provided that where an employer regularly pays an employee in respect of such ordinary hours of work, an amount higher than that prescribed in clause 4 (2) subject to the provision of clause 8, it shall mean the higher amount; and shall include long service allowance but shall not include holiday allowance as specified in this Agreement.

Signed at Johannesburg on behalf of the parties this 14th day of April, 1966.

S. BIESHEUVEL, *Chairman.*  
A. DE PAIVA, *Vice-Chairman.*  
J. R. SHARP, *Secretary.*

(uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 556 van 29 Maart 1956 binne die landdrosdistrik Pretoria geval het), Germiston, Boksburg (uitgesonderd daardie gedeelte wat voor die publikasie van Goewermentskennisgewing No. 1779 van 6 November 1964 binne die landdrosdistrik Heidelberg geval het), Springs, Delmas en Benoni, in daardie gedeelte van die landdrosdistrik Brakpan wat voor die publikasie van Proklamasie No. 149 van 25 Julie 1930 binne die landdrosdistrik Benoni geval het en in daardie gedeelte van die landdrosdistrik Westonia wat voor die publikasie van Goewermentskennisgewing No. 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Nywerheid by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN,  
Minister van Arbeid.

BYLAE.

NYWERHEIDSRaad VIR DIE BROUNYWERHEID,  
WITWATERSRAND.

OOREENKOMS

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

South African Brewing Industry Association

(hieronder die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Witwatersrand Brewery Employees' Union

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

wat die partye is by die Nywerheidsraad vir die Brounywerheid, Witwatersrand, om die Ooreenkoms gepubliseer by Goewermentskennisgewing No. R. 2000, gedateer 17 Desember 1965, hieronder die Hofooreenkoms genoem, as volg te wysig:—

1. Klousule 3 van die Hofooreenkoms word hierby gewysig deur die bestaande klousule as subklousule (1) te nommer; en deur die laaste paragraaf van die bestaande klousule 3 wat as volg lui, te skrap:—

"By die indeling van 'n werknemer vir die toepassing van hierdie Ooreenkoms word hy geag in die klas te wees waarin hy uitsluitlik in diens is."

2. Klousule 3 van die Hofooreenkoms word hierby verder gewysig deur die volgende subklousule by te voeg:—

"(2) Diensklassifikasie.

(a) Ondanks strydige bepalinge in hierdie Ooreenkoms vervat, en ingevolge paragraaf (b) van hierdie subklousule, wanneer 'n werknemer besig is met werk wat in enige klas diens omskryf in subklousule (1) hiervan ingesluit is, maar nie met al die aspekte of met al die pligte omskryf in die betrokke woordomskrywing van dié klas, word hy nogtans geklassifiseer asof hy in diens is op die klas werk;

(b) voorts, wanneer 'n werknemer in diens is op meer as een klas diens soos omskryf in subklousule (1) hiervan, word hy geklassifiseer asof hy slegs in daardie klas waarin hy, ten opsigte van tyd, oorwegend besig is."

3. Klousule 3 van die Hofooreenkoms word gewysig deur die woordomskrywing "loon" te skrap, en dit deur die volgende te vervang:—

"Loon" die bedrag wat ingevolge klousule 4 (2) en 8 aan 'n werknemer betaalbaar is ten opsigte van sy gewone werke soos voorgeskryf in klousule 7, met dien verstande dat waar 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werke gereeld 'n hoër bedrag betaal as dié wat in klousule 4 (2), behoudens die bepaling van klousule 8, voorgeskryf is, dit die hoër bedrag beteken; en omvat dit langdiensttoelaes maar nie vakansietoelaes wat in hierdie Ooreenkoms gespesifiseer word nie.

Namens die partye te Johannesburg, op hede die 14de dag van April 1966, geteken.

S. BIESHEUVEL, *Voorsitter.*  
A. DE PAIVA, *Ondervoorsitter.*  
J. R. SHARP, *Sekretaris.*

No. R. 2034.] [23 December 1966.  
WAGE ACT, No. 5 OF 1957.

WAGE DETERMINATION No. 281.

BREAD AND CONFECTIONERY INDUSTRY,  
CERTAIN AREAS.

The following corrections to Government Notice No. R. 1851 of the 18th November, 1966, are published:—

*In the Afrikaans Version.*

Clause 2 (1) (i).

(a) Item (1).

Substitute the word "oprig" for the word "opperig".

(b) Item (27).

Substitute the word "dergelike" for the word "dergelyke".

(c) Item (47).

Substitute the word "of" for the word "om".

Clause 2 (1) (iii).

Substitute the word "fatsoneer" for the word "fatsoneer" where it appears in item (ix).

Clause 5 (8) (a).

Substitute the words "gewone loon ten opsigte van die totale tydperk" for the words "dagloon gedeel deur agt, t.o.v. elke uur of gedeelte van 'n uur".

Clause 5 (8) (b).

Substitute the words "gewone loon ten opsigte van die totale tydperk wat hy in enige week gewerk het:" for the words "uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het:".

Clause 5 (8).

Substitute the words "'n half" for the word "een-derde" where it appears in the proviso to this sub-clause.

Clause 8 (2).

Insert the word "altesaam" between the words "werknemer" and "op".

Clause 8 (3).

Substitute the following for this sub-clause:—

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

(a) die werknemer betaal—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon,

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, naamlik die grootste bedrag, of

(b) die werknemer betaal teen 'n tarief van minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en vir die dag minstens sy dagloon betaal: Met dien verstande dat, as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het."

Clause 12 (3) (i).

Substitute the word "wat" for the word "van".

*In the English Version.*

Clause 2 (1) (xxvi).

Substitute the word "goods" for the word "gods".

No. R. 2034.] [23 Desember 1966.  
LOONWET, No. 5 VAN 1957.

LOONVASSTELLING No. 281.

BROOD- EN BANKETNYWERHEID, SEKERE  
GEBIEDE.

Die volgende verbeterings aan Goewermentskennisgewing No. R. 1851 van 18 November 1966 word gepubliseer:—

*In die Afrikaanse teks.*

Klousule 2 (1) (i).

(a) Item (1).

Vervang die woord „opperig” deur die woord „oprig”.

(b) Item (27).

Vervang die woord „dergelyke” deur die woord „dergelike”.

(c) Item (47).

Vervang die woord „om” deur die woord „of”.

Klousule 2 (1) (iii).

Vervang die woord „fatsoneer” waar dit in item (ix) verskyn, deur die woord „fatsoneer”.

Klousule 5 (8) (a).

Vervang die woorde „dagloon gedeel deur agt, t.o.v. elke uur of gedeelte van 'n uur” deur die woorde „gewone loon ten opsigte van die totale tydperk”.

Klousule 5 (8) (b).

Vervang die woorde „uurloon vir elke uur of deel van 'n uur wat hy altesaam op enige dae in enige week oortyd gewerk het:” deur die woorde „gewone loon ten opsigte van die totale tydperk wat hy in enige week gewerk het:”.

Klousule 5 (8).

Vervang die woord „een-derde” waar dit in die voorbehoudsbepaling by hierdie subklousule verskyn deur die woorde „'n half”.

Klousule 8 (2).

Voeg die woord „altesaam” in tussen die woorde „werknemer” en „op”.

Klousule 8 (3).

Vervang hierdie subklousule deur die volgende:—

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

(a) die werknemer betaal—

(i) indien hy aldus vir 'n tydperk van hoogstens vier uur werk, minstens sy dagloon,

(ii) indien hy aldus vir 'n tydperk van meer as vier uur werk, teen 'n tarief van minstens dubbel sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag werk of minstens dubbel sy dagloon, naamlik die grootste bedrag, of

(b) die werknemer betaal teen 'n tarief van minstens een en 'n derde maal sy gewone loon ten opsigte van die totale tydperk wat hy op sodanige Sondag gewerk het, en hom binne sewe dae vanaf so 'n Sondag een dag verlof toestaan en vir die dag minstens sy dagloon betaal: Met dien verstande dat as daar vereis of toegelaat word dat so 'n werknemer minder as vier uur op so 'n Sondag werk, hy geag word vier uur te gewerk het."

Klousule 12 (3) (i).

Vervang die woord „van” deur die woord „wat”.

*In die Engelse teks.*

Klousule 2 (1) (xxvi).

Vervang die woord „gods” deur die woord „goods”.

No. R. 2035.] [23 Desember 1966.  
INDUSTRIAL CONCILIATION ACT, 1956.

DENTAL MECHANICIAN OCCUPATION,  
REPUBLIC OF SOUTH AFRICA.

EXTENSION OF PERIOD OF OPERATION OF  
MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby in terms of section 48 (4) (a) (i) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, extend the periods fixed in Government Notices Nos. 589 of the 13th April, 1962, R. 519 of the 9th April, 1965, R. 1050 and R. 1051 of the 16th July, 1965, R. 1098 and R. 1099 of the 8th July, 1966 and R. 1654 of the 21st October, 1966, by a further period of twelve months ending on the 22nd January, 1968.

M. VILJOEN,  
Minister of Labour.

No. R. 2036.] [23 Desember 1966.  
INDUSTRIAL CONCILIATION ACT, 1956.

DENTAL MECHANICIAN OCCUPATION,  
REPUBLIC OF SOUTH AFRICA.

AMENDMENT OF MAIN AGREEMENT.

I, MARAIS VILJOEN, Minister of Labour, hereby—

- (a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of the Agreement (hereinafter referred to as the Amending Agreement) which appears in the Schedule hereto and which relates to the Dental Mechanician Occupation, shall be binding from the second Monday after the date of publication of this notice and for the period ending the 22nd January, 1968, upon the employers and employees who are represented on the Dental Mechanics Labour Committee;
- (b) in terms of section 48 (1) (b) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of clause 1 of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 22nd January, 1968, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said occupation in the Republic of South Africa;
- (c) in terms of section 48 (3) (a) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that in the Republic of South Africa and from the second Monday after the date of publication of this notice and for the period ending the 22nd January, 1968, the provisions of clause 1 of the Amending Agreement shall *mutatis mutandis* be binding upon all Bantu employed in the said occupation by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ; and
- (d) in terms of section 48 (7) of the Industrial Conciliation Act, 1956, as applied by section 25 (1) of the Dental Mechanics Act, 1945, declare that the provisions of clause 2 of the Amending Agreement shall be binding from the second Monday after the date of publication of this notice and for the period ending the 22nd January, 1968, upon

No. R. 2035.] [23 Desember 1966.  
WET OP NYWERHEIDSVERSOENING, 1956.

BEROEP VAN TANDWERKTUIGKUNDIGE,  
REPUBLIEK VAN SUID-AFRIKA.

VERLENGING VAN GELDIGHEIDSDUUR VAN  
HOOFDOORENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verleng hierby kragtens artikel 48 (4) (a) (i) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, die tydperke vasgestel in Goewermentskennisgewings Nos. 589 van 13 April 1962, R. 519 van 9 April 1965, R. 1050 en R. 1051 van 16 Julie 1965, R. 1098 en R. 1099 van 8 Julie 1966 en R. 1654 van 21 Oktober 1966, met 'n verdere tydperk van twaalf maande wat op 22 Januarie 1968 eindig.

M. VILJOEN,  
Minister van Arbeid.

No. R. 2036.] [23 Desember 1966.  
WET OP NYWERHEIDSVERSOENING, 1956.

BEROEP VAN TANDWERKTUIGKUNDIGE,  
REPUBLIEK VAN SUID-AFRIKA.

WYSIGING VAN HOOFDOORENKOMS.

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby—

- (a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van die Ooreenkoms (hieronder die Wysigingsooreenkoms genoem) wat in die Bylae hiervan verskyn en op die Beroep van Tandwerktuigkundige betrekking het, vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Januarie 1968 eindig, bindend is vir die werkgewers en werknemers wat in die Arbeidskomitee vir Tandwerktuigkundiges verteenwoordig is;
- (b) kragtens artikel 48 (1) (b) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van klousule 1 van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Januarie 1968 eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Beroep in die Republiek van Suid-Afrika;
- (c) kragtens artikel 48 (3) (a) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van klousule 1 van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Januarie 1968 eindig, in die Republiek van Suid-Afrika *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Beroep by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens; en
- (d) kragtens artikel 48 (7) van die Wet op Nywerheidsversoening, 1956, soos toegepas by artikel 25 (1) van die Wet op Tandwerktuigkundiges, 1945, dat die bepalings van klousule 2 van die Wysigingsooreenkoms vanaf die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat op 22 Januarie 1968 eindig, bindend is

the principals or contractors as are referred to in Part II of the Agreement appearing in the Schedule to Government Notice No. 589, of the 13th April, 1962, and upon the persons to whom work is given out by such principals or contractors, in the Republic of South Africa.

M. VILJOEN,  
Minister of Labour.

SCHEDULE.

INDUSTRIAL COUNCIL FOR THE DENTAL MECHANICIANS OCCUPATION IN THE REPUBLIC OF SOUTH AFRICA.

AMENDING AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, as applied by the Dental Mechanicians Act, No. 30 of 1945, arrived at by the Dental Mechanicians Labour Committee, being an Industrial Council deemed to be registered under the former Act and consisting of representatives of:—

- (1) Dentists who are employers of dental mechanicians; and
- (2) dental mechanicians who are employers of dental mechanicians;

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

- (3) dental mechanicians who are employees of dentists or of dental mechanicians;

of the other part (hereinafter referred to as "the employees"); being parties to the Labour Committee for the Dental Mechanicians Occupation in the Republic of South Africa to amend the Agreement published under Government Notice No. 589, dated 13th April, 1962, read with Government Notices Nos. R. 519, dated 9th April, 1965, R. 1050, dated 16th July, 1965, R. 1051, dated 16th July, 1965, 1098, dated 8th July, 1966, R. 1099, dated 8th July, 1966, and R. 1654, dated 21st October, 1966 (hereinafter referred to as "the Main Agreement") as follows:—

1. CLAUSE 4 OF PART I.

Sub-clause (1) of clause 4 of the Main Agreement to be deleted and substituted by the following new sub-clause:—

- (1) Every employer shall pay and every employee shall receive a minimum wage at the rate of R160 per month plus an amount of R5 per month for each year, for a maximum period of five years, after the date of registration of the employee as a dental mechanician.

2. CLAUSE 2 OF PART II.

Clause 2 of Part II of the Main Agreement to be deleted and substituted by the following new clause:—

2. RATES OF PAYMENT.

No principal shall pay to a contractor and no contractor shall accept rates lower than the following:—

	R	c
1. Plastic or vulcanite work—		
(1) Full upper and lower dentures ... ..	12	93
(2) Full upper or lower dentures ... ..	6	46
(3) Special Trays—extra model special trays—		
(a) Baseplate or compo ... ..	0	70
(b) Acrylic ... ..	2	05
(4) Setting up and waxing of full upper and lower dentures ... ..	6	09
(5) Setting up and waxing of full upper or lower denture ... ..	3	01
(6) (a) Waxing and finishing of full upper and lower dentures ... ..	8	61
(b) Finishing only of full upper and lower denture ... ..	7	90
(7) (a) Waxing and finishing of full upper or lower denture ... ..	4	32
(b) Finishing only of full upper or lower denture ... ..	3	95
(8) (a) Partial denture of one tooth ... ..	2	87
(b) Partial denture of two teeth ... ..	3	23
(c) Partial denture of three teeth ... ..	3	60
(d) Partial denture of four teeth ... ..	3	95
(e) Partial denture of five teeth ... ..	4	32
(f) Partial denture of six teeth ... ..	4	68
(g) Partial denture of seven teeth ... ..	5	04
(h) Partial denture of eight teeth ... ..	5	38
(i) Partial denture of nine teeth ... ..	5	74
(9) Finishing only of partial dentures—		
(a) For the first tooth ... ..	1	76
(b) For each additional tooth up to eight, per tooth ... ..	0	30
(c) Finishing only of nine or more teeth ... ..	3	95
(10) Relining of single denture ... ..	3	23
(11) (a) Soft liners, each ... ..	3	51
(b) Soft liner to old denture each ... ..	6	74
(12) Remodelling of single denture ... ..	6	46
(13) (a) Clasp to new denture, each ... ..	0	43
(b) Plate band to new denture, each ... ..	0	73

vir die prinsipale of kontrakteurs vermeld in Deel II van die Ooreenkoms wat in die Bylae van Goewermentskennisgewing No. 589 van 13 April 1962 verskyn, en vir die persone aan wie werk uitbestee word deur sodanige prinsipale of kontrakteurs, in die Republiek van Suid-Afrika.

M. VILJOEN,  
Minister van Arbeid.

BYLAE.

NYWERHEIDSRAAD VIR DIE BEROEP VAN TANDWERKTUIGKUNDIGE IN DIE REPUBLIEK VAN SUID-AFRIKA.

WYSIGINGSOOREENKOMS

ingevolge die bepalings van die Wet op Nywerheidsversoening, Wet No. 28 van 1956, soos toegepas by die Wet op Tandwerktuigkundiges, Wet No. 30 van 1945, aangegaan deur die Arbeidskomitee vir Tandwerktuigkundiges, wat 'n Nywerheidsraad is wat geag word geregistreer te wees ingevolge eersgenoemde Wet en wat uit verteenwoordigers van ondergenoemdes bestaan:—

- (1) Tandartse wat werkgewers van tandwerktuigkundiges is; en
- (2) tandwerktuigkundiges wat werkgewers van tandwerktuigkundiges is;

aan die een kant (hieronder „die werkgewers” genoem); en

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

aan die ander kant (hieronder „die werknemers” genoem);

wat die partye is by die Arbeidskomitee vir die Beroep van Tandwerktuigkundiges in die Republiek van Suid-Afrika, om die ooreenkoms te wysig wat gepubliseer is by Goewermentskennisgewing No. 589 van 13 April 1962, gelees met Goewermentskennisgewings Nos. R. 519 van 9 April 1965, R. 1050 van 16 Julie 1965, R. 1051 van 16 Julie 1965, R. 1098 van 8 Julie 1966, R. 1099 van 8 Julie 1966, en R. 1654 van 21 Oktober 1966 (hieronder die „Hofooreenkoms” genoem), en wel soos volg:—

1. KLOUSULE 4 VAN DEEL I.

Subklousule (1) van klousule 4 van die Hofooreenkoms word geskrap en deur onderstaande nuwe subklousule vervang:—

- (1) Elke werkgewer betaal en elke werknemer ontvang 'n minimum loon van R160 per maand plus 'n bedrag van R5 per maand vir elke jaar, vir 'n maksimum tydperk van 5 jaar, ná die datum waarop die werknemer as 'n tandwerktuigkundige geregistreer is.

2. KLOUSULE 2 VAN DEEL II.

Klousule 2 van Deel II van die Hofooreenkoms word geskrap en deur onderstaande nuwe klousule vervang:—

2. BETALINGSTARIEWE.

Geen prinsipaal betaal en geen kontrakteur neem laer skale as die volgende aan nie:—

	R	c
1. Plastiek- of vulkanietplaatwerk—		
(1) Volle bo- en onderplaat ... ..	12	93
(2) Volle bo- of onderplaat ... ..	6	46
(3) Spesiale plaathouers—spesiale plaathouers vir ekstra model—		
(a) Basisplaat of kompo ... ..	0	70
(b) Akriel ... ..	2	05
(4) Montering en wasmodellering van volle bo- en onderplaat ... ..	6	09
(5) Montering en wasmodellering van volle bo- of onderplaat ... ..	3	01
(6) (a) Wasmodellering en afwerking van volle bo- en onderplaat ... ..	8	61
(b) Alleen afwerking van volle bo- en onderplaat ... ..	7	90
(7) (a) Wasmodellering van volle bo- of onderplaat ... ..	4	32
(b) Alleen afwerking van volle bo- of onderplaat ... ..	3	95
(8) (a) Gedeeltelike gebit van een tand ... ..	2	87
(b) Gedeeltelike gebit van twee tande ... ..	3	23
(c) Gedeeltelike gebit van drie tande ... ..	3	60
(d) Gedeeltelike gebit van vier tande ... ..	3	95
(e) Gedeeltelike gebit van vyf tande ... ..	4	32
(f) Gedeeltelike gebit van ses tande ... ..	4	68
(g) Gedeeltelike gebit van sewe tande ... ..	5	04
(h) Gedeeltelike gebit van agt tande ... ..	5	38
(i) Gedeeltelike gebit van nege tande ... ..	5	74
(9) Alleen afwerking van gedeeltelike gebitte—		
(a) Vir die eerste tand ... ..	1	76
(b) Vir elke addisionele tand tot agt tande, per tand ... ..	0	30
(c) Alleen afwerking van nege of meer tande ... ..	3	95
(10) Herbasering van enkele plaat ... ..	3	23
(11) (a) Sagte basisse, elk ... ..	3	51
(b) Sagte basis vir ou plaat, elk ... ..	6	74
(12) Hermodellering van enkele plaat ... ..	6	46
(13) (a) Klem aan nuwe plaat, elk ... ..	0	43
(b) Plaatband aan nuwe plaat, elk ... ..	0	73

	R c
(14) Resets—	
(a) First reset, no charge.	
(b) Second and subsequent resets, each ... ..	1 17
(15) Clear palate—where tin foil is used ... ..	1 52
(16) When plastic teeth used for full upper and/or lower denture only an additional charge of 10 per cent shall be made.	
(17) The rate for a full upper or lower denture shall apply whether or not the work up to the bite stage is done by a dentist or previously done.	
2. Repairs to plastic or vulcanite dentures—	
(1) Repairs—	
(a) Basic charge ... ..	1 52
(b) For each tooth ... ..	0 36
(c) For each clasp ... ..	0 43
(d) For each plate band ... ..	0 73
(2) Fracture or fractures involving one surface only	1 52
(3) Additional fractures, each ... ..	0 36
3. Gold Denture work—	
(1) Preparing and casting only per skeleton denture including clasp and rests ... ..	11 50
(2) Preparing and casting only of full upper or lower denture ... ..	5 74
(3) Preparing and casting of saddle or simple partial denture excluding clasps and rests ... ..	4 32
(4) Preparing and casting only lingual or palatal bar, but excluding bands or rests ... ..	4 32
(5) Preparing and casting only of band or clasp to new partial denture or lingual bar, each ... ..	1 08
(6) Swaging only, per denture, each ... ..	9 33
(7) (a) Soldering only of first clasp, band or rest to new denture ... ..	1 52
(b) Each additional clasp, band or rest ... ..	0 73
(8) (a) Fitting of porcelain tube with post, each ...	3 60
(b) Fitting of tube teeth with post on prepared cast denture ... ..	1 31
(9) Fitting of facing and soldering of backing ... ..	2 17
(10) Bending and fitting of stock lingual or palatal bar, each ... ..	1 52
(11) Repairs to an all gold denture—	
(a) To soldering of clasp, band or rest, each ...	1 95
(b) To fitting of facing and soldering of backing	2 17
(c) To soldering a fracture, each ... ..	1 52
(12) Combination repairs to gold denture—	
(a) Where plastic and vulcanite are involved, charges shall be as set out in item 2.	
(b) Where the repair involves the removal and replacement of the plastic or vulcanite material, the charges shall be—	
(i) Full upper or lower denture ... ..	4 68
(ii) Partial denture, one to four teeth ...	2 17
(iii) Partial denture, five to eight teeth ...	2 87
(iv) Partial denture, nine or more teeth ...	4 68
In addition charges shall be made for the following:—	
(v) The soldering of clasp, band or rest, each ... ..	1 95
(vi) The fitting of facing and soldering of backing ... ..	2 17
(vii) The soldering of a fracture, each ... ..	1 52
4. Chrome Cobalt Alloy Denture work, or similar base—	
(1) Basic charge ... ..	4 69
(2) Each unit ... ..	0 62
(3) Full upper denture ... ..	14 63
(4) Full lower denture ... ..	12 29
(5) Clasps—Calculated on the basis of one unit per arm—	
(a) Three armed clasp (3 units) ... ..	1 86
(b) Roach T Bar clasp (2 units) ... ..	1 24
(c) Kennedy Bars (Continuous Clasp)—1 Unit, per tooth at 62 cents per unit.	
(6) Lingual Bar—1 unit per tooth at 62 cents per unit.	
(2) Palatal Bar—4 units ... ..	2 48
(8) Saddles—	
(a) With finishing line—2 units per tooth at 62 cents per unit.	
(b) Without finishing line—1 unit per tooth at 62 cents per unit.	
(9) Rests—1 unit ... ..	0 62
(10) Each backing—4 units ... ..	2 48
(11) Fitting each facing, each ... ..	1 52
(12) Onlays—2 units per tooth at 62 cents per unit.	
(13) Horseshoe palate—2 units per tooth at 62 cents per unit.	
5. Swagings—Chrome-Nickel Alloy, or other	
Full upper or full lower or partial upper or partial lower, per swaging ... ..	10 54

	R c
(14) Hermonterings—	
(a) Eerste montering, geen koste.	
(b) Tweede en daaropvolgende hermonterings, elk	1 17
(15) Skoon verhemelte—waar blad tin gebruik word	1 52
(16) Wanneer plastiektande gebruik word vir volle bo- of onderplaat, word slegs 'n addisionele koste van 10 persent gevorder.	
(17) Die tarief vir 'n volle bo- of onderplaat is van toepassing afgesien daarvan of die werk tot in die bytadium deur 'n tandarts verrig is of voorheen gedoen is.	
2. Herstelwerk aan plastiek- of vulkanietplate—	
(1) Herstelwerk—	
(a) Basiese koste ... ..	1 52
(b) Vir elke tand ... ..	0 36
(c) Vir elke klem ... ..	0 43
(d) Vir elke plaatband ... ..	0 73
(2) Kraak of krake in slegs een oppervlakte ... ..	1 52
(3) Addisionele krake, elk ... ..	0 36
3. Goudplaatwerk—	
(1) Alleen voorbereiding en giet, per plaatraam met inbegrip van klemme en kouvvlaksteune ... ..	11 50
(2) Alleen voorbereiding en giet van volle bo- of onderplaat ... ..	5 74
(3) Voorbereiding en giet van saelvlak of eenvoudige gedeeltelike gebit, uitgesonderd klemme en kouvvlaksteune ... ..	4 32
(4) Alleen bereiding en giet van tong- of verhemelte-staaf, maar uitgesonderd bande of kouvvlaksteune ... ..	4 32
(5) Alleen bereiding en giet van band of klem aan nuwe gedeeltelike gebit of tongstaaf, elk ... ..	1 08
(6) Alleen uithamerling, per plaat, elk ... ..	9 33
(7) (a) Alleen soldeer van eerste klem, band of kouvvlaksteun vir nuwe plaat ... ..	1 52
(b) Elke addisionele klem, band of kouvvlaksteun	0 73
(8) (a) Montering van porseleinbuis met stif, elk	3 60
(b) Montering van buistand met stif op voorbereide gegote plaat ... ..	1 31
(9) Montering van slottand en soldeer van rugplaatjie	2 17
(10) Buig en montering van tong- of verhemelte-staaf, elk ... ..	1 52
(11) Herstelwerk aan plate wat heeltemal uit goud bestaan—	
(a) Soldeer van klem, band of kouvvlaksteun, elk	1 95
(b) Montering van slottand en soldeer van rugplaatjie ... ..	2 17
(c) Soldeer van 'n kraak, elk ... ..	1 52
(12) Kombinasieherstelwerk aan goudplate—	
(a) Waar plastiek en vulkaniet gebruik word, is die koste dié genoem in item 2.	
(b) Waar die herstelwerk die verwydering en vervanging van die plastiek- of vulkaniet-materiaal meebring, is die koste soos volg:—	
(i) Volle bo- of onderplaat ... ..	4 68
(ii) Gedeeltelike gebit, een tot vier tande	2 17
(iii) Gedeeltelike gebit, vyf tot agt tande ...	2 87
(iv) Gedeeltelike gebit, neg of meer tande	4 68
Daarbenewens word gelde gevorder vir die volgende:—	
(v) Die soldeer van 'n klem, band of kouvvlaksteun, elk ... ..	1 95
(vi) Die montering van 'n slottand en die soldeer van 'n rugplaatjie ... ..	2 17
(vii) Die soldeer van 'n kraak, elk ... ..	1 52
4. Chroomkobaallegeringplaatwerk of soortgelyke basis:—	
(1) Basiese koste ... ..	4 69
(2) Elke eenheid ... ..	0 62
(3) Volle boplaat ... ..	14 63
(4) Volle onderplaat ... ..	12 29
(5) Klemme—berekende op grondslag van een eenheid per arm:—	
(a) Drie-armige klem (3 eenhede) ... ..	1 86
(b) T-staafklem van Roach (2 eenhede) ... ..	1 24
(c) Kennedy-stawe (aaneenlopende klem)—1 eenheid per tand teen 62 sent per eenheid.	
(6) Tongstaaf—1 eenheid per tand teen 62 sent per eenheid.	
(7) Verhemelte-staaf—4 eenhede ... ..	2 48
(8) Saelvlakke:—	
(a) Met afwerkingslyn—2 eenhede per tand teen 62 sent per eenheid.	
(b) Sonder afwerkingslyn—1 eenheid per tand teen 62 sent per eenheid.	
(9) Kouvvlaksteune—1 eenheid ... ..	0 62
(10) Elke rugplaatjie—4 eenhede ... ..	2 48
(11) Montering van elke slottand, elk ... ..	1 52
(12) Oplegels—2 eenhede per tand teen 62 sent per eenheid.	
(13) Hoefysterverhemelte—2 eenhede per tand teen 62 sent per eenheid.	
5. Uithamerings—Chroomnikkellegering, of ander—volle bo- of volle onder- of gedeeltelike bo- of gedeeltelike onderplate, per uithamerling ... ..	10 54

6. Crowns—	
(1) Complete gold crowns—	R c
(a) Preparing and casting each ... ..	2 17
(b) Collar and cap, each—	
(i) Cap Swaged ... ..	3 60
(ii) Cap Cast ... ..	2 87
(c) Seamless crown (swaged) each ... ..	2 87
(2) Acrylic Jacket crown—	
(a) Direct, each ... ..	2 87
(b) Indirect, each ... ..	4 32
(3) Porcelain Jacket crown (not vacuum fired), each	7 18
(4) Post or Richmond crown—	
(a) Direct, each ... ..	2 17
(b) Indirect, each ... ..	3 60
7. Inlays—	
(1) Gold or any other metal—	
(a) Cast direct, each ... ..	0 73
(b) Cast indirect, each ... ..	1 80
(c) In artificial teeth ... ..	1 52
(2) Acrylic—direct, each ... ..	1 52
8. Bridgework—	
(1) Inlay abutment—	
(a) Direct, each ... ..	0 73
(b) Indirect, each ... ..	1 80
(2) Crown abutments as set out in item 6.	
(3) Dummies, each ... ..	1 52
(4) Facing and backing ... ..	1 52
(5) Preparing and fitting of Trupontics, each ...	2 17
9. Ceramics—	
(1) Vacuum fired jacket crown—	
(a) Anterior, each ... ..	8 78
(b) Posterior, each ... ..	9 36
(2) Vacuum fired inlays, each ... ..	5 85
(3) Porcelain baked to gold crown ... ..	12 29
(4) Porcelain Bridgework—	
(a) Dummies, each ... ..	3 51
(b) Thimble, each ... ..	3 51
(c) Post Thimble, each ... ..	3 51
(d) Dummy Thimble, each ... ..	3 51
10. Orthodontics—	
(1) Orthodontic Gnathosthatic study model, each ...	0 70
(2) Removable Appliances—	
(a) Basic Charge ... ..	2 93
(b) Single arm clasp ... ..	0 44
(c) Double arm clasp ... ..	0 76
(d) Jackson crib, each ... ..	0 76
(e) Adams, crib, each ... ..	0 76
(f) Arrow, crib, each ... ..	0 76
(g) Finger springs—	
(i) Single loop ... ..	0 44
(ii) Double loop ... ..	0 76
(h) Buccal or Labial arches—	
(i) Without springs ... ..	1 46
(ii) Each spring, extra ... ..	0 76
(i) Expansion Screw—Additional to basic charge and excluding price of screw ... ..	1 76
(j) Soldering or welding of joint, each ... ..	0 58
(k) Invested soldering of joint, each ... ..	1 52
(l) Oral screen ... ..	4 09
(m) Andresen Appliance—complete ... ..	8 20
(3) Finishing only of orthodontic appliance ... ..	2 93
(4) Fixed appliances—	
Pinched or swaged band with tube or other attachment—excluding price of attachment ...	2 28

11. Obturators.

12. Splints.

13. Gumb guards.

NOTE.—The rates quoted in this Schedule shall exclude the cost of all materials used including teeth and gold.

Signed at Pretoria on behalf of the parties to the Committee on the sixth day of October, 1966.

S. C. SCHOEMAN, *Chairman.*  
H. H. LOUW, *Member.*  
A. D. VAN DER MERWE, *Secretary.*

No. R. 2071.] [23 December 1966.  
APPRENTICESHIP ACT, 1944, AS AMENDED.

NATIONAL APPRENTICESHIP COMMITTEE FOR THE DIAMOND CUTTING INDUSTRY.

AMENDMENT OF CONDITIONS OF APPRENTICESHIP.

I, MARAIS VILJOEN, Minister of Labour, acting in pursuance of section 16 of the Apprenticeship Act, 1944, as amended, hereby amend Government Notice No. 1677

6. Krone—	
(1) Komplete goudkrone—	R c
(a) Bereidings- en gietwerk, elk ... ..	2 17
(b) Kraag en wortelkap, elk—	
(i) Wortelkap uitgehamer ... ..	3 60
(ii) Wortelkap gegiet ... ..	2 87
(c) Naatlose kroon (uitgehamer), elk ... ..	2 87
(2) Akrieldopkroon—	
(a) Regstreeks, elk ... ..	2 87
(b) Onregstreeks, elk ... ..	4 32
(3) Porseleindopkroon (nie in vakuum verhit nie), elk	7 18
(4) Stif- of Richmondkroon—	
(a) Regstreeks, elk ... ..	2 17
(b) Onregstreeks, elk ... ..	3 60
7. Inlegsels—	
(1) Van goud of 'n ander metaal—	
(a) Regstreeks gegiet, elk ... ..	0 73
(b) Onregstreeks gegiet, elk ... ..	1 80
(c) In kunstande ... ..	1 52
(2) Akriel—regstreeks, elk ... ..	1 52
8. Brugwerk—	
(1) Inlegselanker—	
(a) Regstreeks, elk ... ..	0 73
(b) Onregstreeks, elk ... ..	1 80
(2) Kroonankers, soos in item 6 gemeld.	
(3) Fopkrone, elk ... ..	1 52
(4) Slottand en rugplaatjie ... ..	1 52
(5) Bereiding en montering van Trupontics, elk ...	2 17
9. Keramiek—	
(1) Dopkroon in vakuum verhit.	
(a) Voorkant, elk ... ..	8 78
(b) Agterkant, elk ... ..	9 36
(2) Inlegsels in vakuum verhit, elk ... ..	5 85
(3) Porselein aan goudkroon gebak ... ..	12 29
(4) Porseleinbrugwerk—	
(a) Fopkrone, elk ... ..	3 51
(b) Mof, elk ... ..	3 51
(c) Stifmof, elk ... ..	3 51
(d) Fopmof, elk ... ..	3 51
10. Ortodontie—	
(1) Ortodontiese gnatostatische studiemodel, elk ...	0 70
(2) Verwyderbare beuels—	
(a) Basiese koste ... ..	2 93
(b) Enkelarmklem ... ..	0 44
(c) Dubbelarmklem ... ..	0 76
(d) Jacksonverankering, elk ... ..	0 76
(e) Adamsverankering, elk ... ..	0 76
(f) Pylverankering, elk ... ..	0 76
(g) Vingervere—	
(i) Enkele lus ... ..	0 44
(ii) Dubbele lus ... ..	0 76
(h) Wang- of lipboë—	
(i) Sonder vere ... ..	1 46
(ii) Elke veer, ekstra ... ..	0 76
(i) Rekskroef—addisioneel by basiese koste en uitgesonderd prys van skroef ... ..	1 76
(j) Soldeer of sweis van las, elk ... ..	0 58
(k) Omhulling van gesoldeerde las, elk ... ..	1 52
(l) Mondskerm ... ..	4 09
(m) Andresen se beuel—kompleet ... ..	8 20
(3) Slegs afwerking van ortodontiese beuel ... ..	2 93
(4) Vaste beuels—	
Knyp- of uitgehamerde band met buis of ander aanhegstuk uitgesonderd prys aanhegstuk ... ..	2 28

11. Spleetafsluiters.

12. Spalke.

13. Kaakskutte.

OPMERKING.—Die tariewe in hierdie bylae genoteer, sluit die koste van alle gebruikte materiaal uit, met inbegrip van tande en goud.

Op hede die 6de dag van Oktober 1966 namens die partye by die Komitee onderteken.

S. C. SCHOEMAN, *Voorsitter.*  
H. H. LOUW, *Lid.*  
A. D. VAN DER MERWE, *Sekretaris.*

No. R. 2071.] [23 Desember 1966.  
WET OP VAKLEERLINGE, 1944, SOOS GEWYSIG.

NASIONALE KOMITEE VIR VAKLEERLINGE IN DIE DIAMANTSLYPNYWERHEID.

WYSIGING VAN LEERVOORWAARDES.

Ek, MARAIS VILJOEN, Minister van Arbeid, handelende kragtens die bepalings van artikel 16 van die Wet op Vakleerlinge, 1944, soos gewysig, wysig hierby Goewerments-

of the 26th August, 1955, by the deletion of clause 1 thereof relating to qualifications for commencing apprenticeship and the substitution therefor of the following clause:—

**1. Qualifications for Commencing Apprenticeship.**

The minimum age and educational qualifications for commencing apprenticeship shall be 16 years and Standard VIII or a statement of attainment issued by or on behalf of the school attended by the prospective apprentice reflecting a pass at Standard VIII level in the subjects Afrikaans, English, Arithmetic or General Mathematics and at least one other subject."

M. VILJOEN,  
Minister of Labour.

No. R. 2087.] [23 December 1966.  
INDUSTRIAL CONCILIATION ACT, 1956.

**RENEWAL OF AGREEMENT FOR THE TOBACCO INDUSTRY, TRANSVAAL.**

I, MARAIS VILJOEN, Minister of Labour, hereby, in terms of section 48 (4) (a) (ii) of the Industrial Conciliation Act, 1956, declare the provisions of Government Notices No. 2116 of the 21st October, 1955, No. 993 of the 8th June, 1956, No. 301 of the 1st March, 1957, No. 809 of the 13th June, 1958, No. 375 of the 6th March, 1959, No. 1919 of the 25th November, 1960, No. 154 of the 2nd February, 1962, No. R. 953 of the 25th June, 1965, and No. R. 1731 of the 5th November, 1965, effective as from the 25th December, 1966, and for the period ending on the 24th June, 1967.

M. VILJOEN,  
Minister of Labour.

**DEPARTMENT OF BANTU ADMINISTRATION AND DEVELOPMENT.**

No. R. 2037.] [23 December 1966.  
BANTU (URBAN AREAS) CONSOLIDATION ACT, 1945.—SPECIMEN MORTGAGE BOND: CERTAIN PROPERTY OWNED BY BANTU IN URBAN AREAS.

I, BARZILLAI COETZEE, Deputy-Minister of Bantu Administration and Education, hereby publish, on behalf of the Minister of Bantu Administration and Development, under the powers vested in him section 8 (2) (a) of the Bantu (Urban Areas) Consolidation Act, 1945 (Act No. 25 of 1945), the specimen mortgage bond set out in the Schedule hereto.

Government Notice No. 151, dated 2nd February, 1945, is hereby repealed.

B. COETZEE,  
Deputy-Minister of Bantu Administration and Education.

**SCHEDULE.**

Specimen Mortgage Bond, published in terms of section 8 (2) (a) of the Bantu (Urban Areas) Consolidation Act, 1945 (Act No. 25 of 1945).

Know all men whom it may concern:

That.....  
(hereinafter styled the Appearer) appeared before me, Registrar of Deeds for....., at....., he the said Appearer being duly authorised thereto by a power of attorney granted to him by.....  
(hereinafter styled the Mortgagor), dated the..... day of....., and drawn up at..... and witnessed in accordance with law, which said power of attorney was this day exhibited to me and is filed in my office;

kennisgewing No. 1677 van 26 Augustus 1955, deur klousule 1 daarvan wat betrekking het op kwalifikasies vir die aangaan van vakleerlingskap, te skrap en dit deur die volgende klousule te vervang:—

**1. Kwalifikasies vir die aangaan van vakleerlingskap.**

Die minimum leeftyd en onderwyskwalifikasies vir die aangaan van vakleerlingskap is 16 jaar en Standaard VIII of 'n verklaring van prestasie, uitgereik deur of namens die skool wat deur die voornemende vakleerling besoek is, waarin gemeld word dat hy op die Standaard VIII-peil geslaag het in die vakke Afrikaans, Engels, Rekenkunde of Algemene Wiskunde en minstens een ander vak."

M. VILJOEN,  
Minister van Arbeid.

No. R. 2087.] [23 Desember 1966.  
WET OP NYWERHEIDSVERSOENING, 1956.

**HERNUWING VAN OOREENKOMS VIR DIE TABAKNYWERHEID, TRANSVAAL.**

Ek, MARAIS VILJOEN, Minister van Arbeid, verklaar hierby kragtens artikel 48 (4) (a) (ii) van die Wet op Nywerheidsversoening, 1956, dat die bepalings van Goewermentskennisgewings No. 2116 van 21 Oktober 1955, No. 993 van 8 Junie 1956, No. 301 van 1 Maart 1957, No. 809 van 13 Junie 1958, No. 375 van 6 Maart 1959, No. 1919 van 25 November 1960, No. 154 van 2 Februarie 1962, No. R. 953 van 25 Junie 1965 en No. R. 1731 van 5 November 1965 van krag is vanaf 25 Desember 1966 en vir die tydperk wat op 24 Junie 1967 eindig.

M. VILJOEN,  
Minister van Arbeid.

**DEPARTEMENT VAN BANTOE-ADMINISTRASIE EN -ONTWIKKELING.**

No. R. 2037.] [23 Desember 1966.  
BANTOES (STADSGBIEDE) KONSOLIDASIEWET, 1945.—VOORBEELDVERBANDAKTE: SEKERE BANTOE-EIENDOMME IN STADSGBIEDE.

Ek, BARZILLAI COETZEE, Adjunk-minister van Bantoe-administrasie en -onderwys, publiseer hierby namens die Minister van Bantoe-administrasie en -ontwikkeling, kragtens die bevoegdheid hom verleen by artikel 8 (2) (a) van die Bantoes (Stadsgebiede) Konsolidasiewet, 1945 (Wet No. 25 van 1945), die voorbeeld-verbandakte soos in die Bylae hiervan uiteengesit.

Goewermentskennisgewing No. 151 van 2 Februarie 1945 word hierby herroep.

B. COETZEE,  
Adjunk-minister van Bantoe-administrasie en -onderwys.

**BYLAE.**

VOORBEELD-VERBANDAKTE, GEPUBLISEER INGEVOLGE ARTIKEL 8 (2) (a) VAN DIE BANTOES (STADSGBIEDE) KONSOLIDASIEWET, 1945 (WET NO. 25 VAN 1945).

Sy dit kennelik:

DAT.....  
(hieronder die Komparant genoem) voor my, Registrateur van Aktes vir.....te..... verskyn het en dat genoemde Komparant behoorlik daartoe gemagtig was deur 'n prokurasie aan hom verleen deur.....  
(hieronder die Verbandgewer genoem) onder datum van die.....dag van..... opgestel te.....en deur getuies onderteken soos deur die Wet vereis, en dat genoemde prokurasie vandag aan my getoon en daarna in my kantoor gebêre is;

And that the said Appearer declared his Principal, the said Mortgagor, to be really and lawfully indebted and held and firmly bound unto and on behalf of..... (hereinafter styled the Mortgagee) in the sum of..... rand (R.....) (hereinafter styled "the capital") arising from and being so much money duly lent and to be advanced by the Mortgagee to the Mortgagor (which is the net amount borrowed and the amount of the actual advance) and as a continuing covering security to the amount of the capital and the further sum of four hundred rand (R400) as more fully set out in clause 17 of this bond;

And that the Appearer further declared the Mortgagor to be bound to the following terms and conditions:—

1. The moneys owing hereunder shall bear interest at the rate of 7% (seven per cent) per annum which interest shall be calculated in advance quarterly or monthly at the option of the mortgagee from the ..... day of ..... on the balance remaining owing hereunder at the commencement of each quarterly or monthly period, as the case may be.

2. The Mortgagor shall repay the capital together with interest as hereinafter provided in regular successive monthly instalments of ..... each, the first of which instalments shall become due and payable on the ..... day of ..... and subsequent instalments on the same day of each and every succeeding month. Such instalments shall include capital and interest as hereinbefore provided, and shall be allocated firstly to the payment of interest then due and thereafter in reduction of capital: Provided that the Mortgagor shall have the right at any time after the expiry of one (1) year from the date of this bond of paying without notice in addition to any monthly instalment any amount of not less than R2 in reduction of his indebtedness hereunder: Provided that the total payment in any one month shall not exceed 5% (five per cent) of the capital amount of this bond: Provided further that the Mortgagor shall have the right at any time of paying to the Mortgagee the full amount owing by him hereunder upon the expiry of three (3) months written notice given by the Mortgagor to the Mortgagee of his intention to make such payment, which notice shall, however, not be given prior to the expiry of one (1) year after the date of registration of his bond: Provided further that the full amount owing hereunder shall become due and payable on the expiry of three (3) months written notice given by the Mortgagee to the Mortgagor requiring such payment provided that no such notice shall be given prior to the expiry of three (3) years after the date of registration of this bond.

3. The Mortgagor renounces all benefits from the exceptions hereinafter specifically referred to and all other exceptions which might or could be pleaded in bar to the validity of the said debt or any part thereof or for any indebtedness or claim under this bond with the meaning and effect of which exceptions the Appearer declared the Mortgagor to be fully acquainted. In particular the Mortgagor renounces all benefits from the legal exceptions *non causa debiti non numeratae pecuniae, errore calculi*, revision of accounts, no value received, *de authentica si qua mulier, senatus consultum velleianum, de duobus vel pluribus reis debendi*.

4. All payments of capital, interest and may other moneys due under this bond shall be made in good current and lawful money at the office of the Mortgagee at . . . . or at such other place in South Africa as the Mortgagee may from time to time appoint, in writing, and no other payments shall be binding upon the Mortgagor.

EN dat genoemde Komparant verklaar het dat sy Prinsipaal, genoemde Verbandgewer, werklik en wettiglik teenoor en ten bate van..... (hieronder die Verbandhouer genoem) skuldenaar en gebonde is ten bedrae van.....rand (R.....) (hieronder „die kapitaal” genoem) ontstaande uit en verteenwoordigende soveel geld wat die Verbandhouer aan die Verbandgewer geleen het en sal voorskiet (synde die netto geleende bedrag en die bedrag van die werklike voorskot) en 'n voortdurende dekking ten bedrae van die kapitaal en die verdere som van vierhonderd rand (R400) soos breedvoeriger in klousule 17 van hierdie verband uiteengesit word;

En dat die Komparant verder verklaar het dat die Verbandgewer aan onderstaande bepalinge en voorwaardes gebonde is:—

1. Die geld wat ingevolge hiervan verskuldig is, dra rente teen 7% (sewe persent) per jaar, en die rente word driemaandeliks of maandeliks, al na die Verbandhouer verkies, vooruit bereken vanaf die.....dag van .....op die saldo wat ingevolge hiervan nog verskuldig is aan die begin van elke kwartaal of maand, al na die geval.

2. Die Verbandgewer moet die kapitaal, tesame met rente soos hierbo bepaal, in gereelde agtereenvolgende maandelikse paaieimente van.....elk betaal; die eerste paaieiment is verskuldig en betaalbaar op die.....dag van....., en daaropvolgende paaieimente op dieselfde dag van elke daaropvolgende maand. Dié paaieimente sluit kapitaal en rente in, soos hierbo bepaal, en word in die eerste plek aangewend ter afbetaling van die rente wat op daardie datum betaalbaar is en daarna ter vermindering van die kapitaal: Met dien verstande dat die Verbandgewer die reg het om te eniger tyd na verloop van een (1) jaar na die datum van hierdie verband sonder kennisgewing benewens 'n maandelikse paaieiment 'n verdere bedrag van minstens R2 ter vermindering van sy skuld ingevolge hiervan te betaal: Met dien verstande dat die totale bedrag wat in 'n enkele maand betaal word hoogstens 5% (vyf persent) van die kapitaalbedrag van hierdie verband mag wees: Met dien verstande verder dat die Verbandgewer te alle tye die reg het om die volle bedrag ingevolge hiervan verskuldig aan die Verbandhouer terug te betaal na verloop van drie (3) maande skriftelike kennis deur die Verbandgewer aan die Verbandhouer van sy voorneme om aldus af te betaal, op voorwaarde egter dat sodanige kennis nie voor verloop van een (1) jaar na die datum van registrasie van hierdie verband gegee mag word nie: Met dien verstande verder dat die volle bedrag wat ingevolge hiervan verskuldig is, betaalbaar word na verloop van drie (3) maande skriftelike kennis deur die Verbandhouer aan die Verbandgewer waarin hy betaling aldus opeis, met die voorbehoud dat sodanige kennis nie voor verloop van drie (3) jaar na die datum van registrasie van hierdie verband gegee mag word nie.

3. Die Verbandgewer doen afstand van alle *beneficia* wat voortvloei uit die eksepsies wat hieronder spesifiek genoem word en alle ander eksepsies waarop gepleit mag of kan word teen die geldigheid van genoemde skuld of 'n deel daarvan of van enige skuld of vordering onder hierdie verband, en die Komparant verklaar dat die Verbandgewer ten volle bekend is met die betekenis en strekking van genoemde eksepsies. Die Verbandgewer doen in die besonder afstand van alle *beneficia* wat ontstaan uit die wetlike eksepsies *non causa debiti, non numeratae pecuniae, errore calculi*, hersiening van rekenings, geen waarde ontvang, *de authentica si qua mulier, senatus consultum velleianum, de duobus vel pluribus reis debendi*.

4. Alle paaieimente van kapitaal, rente en ander geld wat ingevolge hierdie verband verskuldig is, moet in goeie gangbare en wetlike geld betaal word by die kantoor van die Verbandhouer te.....of op sodanige ander plek in Suid-Afrika as wat die Verbandhouer van tyd tot tyd skriftelik bepaal, en geen ander afbetalings is vir die Verbandhouer bindend nie.

5. All buildings at present on the mortgaged property or which may hereafter be erected thereon, shall be insured with a fire insurance company to be selected by the Mortgagee at any time during the validity of this bond, against risk of loss or damage by fire for a sum being not less than the full value of the said buildings and the policy or policies of such insurance shall be ceded and assigned by the Mortgagor to the Mortgagee as collateral security for the payment of any sum or sums of money due under this bond, and the Mortgagor shall, as and when premiums fall due, punctually pay the same, and whenever called upon to do so by the Mortgagee produce proof of the payment of all or any premiums in respect of such insurance, and shall deposit the receipt or receipts with the Mortgagee; and should the Mortgagor fail to effect insurances or cede the policies as aforesaid the Mortgagee shall be entitled to insure the mortgaged property in the name of the Mortgagor and to recover all premiums, costs and charges in connection therewith from the Mortgagor; and the Mortgagee shall in any case have the right for good cause to abandon existing policies, to effect fresh insurances over the said buildings at any time in a fire insurance company to be selected by the Mortgagee, to make any necessary payment on account of such policies of insurance for and on behalf of and at the cost and expense of the Mortgagor and to recover all premiums and other payments made in respect thereof from the Mortgagor; and the Mortgagee in hereby authorised to take cession from the Mortgagor of any such existing or fresh policy. The Mortgagee is further authorised to receive and to give full acquittances for all moneys due under and by virtue of any such policy of insurance and any such moneys shall, at the choice and in the discretion of the Mortgagee, be wholly or partially employed either in partial or full payment of moneys due hereunder or for the restoration under such conditions as the Mortgagee may determine of that which has been damaged or destroyed by fire.

6. The Mortgagee or the legal holder of this bond shall (should he in his discretion deem it advisable so to do from time to time) be entitled to insure any property over which this bond confers a preference against risk of loss through tempest, hail, damage by aircraft, riot, strike, civil commotion, earthquake of earth tremor and the costs and charges of so doing shall be debt recoverable from the Mortgagor and be chargeable against the Mortgagor and for the said purpose the Mortgagor hereby irrevocably and, *in rem suam* authorises the Mortgagee or the legal holder of this bond to effect any or all of the insurances as aforesaid.

7. The Mortgagee shall have the right and be entitled to adjust, compromise or submit to arbitration all claims, payments, disputes and matters arising from and under such insurance referred to in clause 5 or 6 hereof and to institute action in respect thereof, and to grant receipts for payments made and without reference to the Mortgagor or without requiring the Mortgagor's signature and in the absolute discretion of the Mortgagee.

Any costs incurred by the Mortgagee in any such action or arbitration shall be regarded as costs incurred by the Mortgagee in terms of clause 11.

8. The Mortgagor shall pay all insurance premiums, rents, stand licences, quitrents or ground rents, assessment rates, sanitary fees and other rates and charges due or which may become due in respect of the property hereby mortgaged promptly and on the due dates thereof and produce proof thereof on demand to the Mortgagee. In case of the aforesaid charges, rates, insurance premiums or any of them or any portion thereof are not paid on their due dates the Mortgagee shall be entitled (but not bound) to pay such amounts and the moneys so expended shall be preferent under this bond, and may be immediately claimed by the Mortgagee from the Mortgagor.

5. Alle geboue wat tans op die beswaarde eiendom staan of hierna daarop opgerig mag word, moet by 'n brandassuransie maatskappy wat die Verbandhouer te eniger tyd gedurende die geldigheidsduur van hierdie verband kan aanwys teen gevaar van verlies of brandskade verseker word vir 'n bedrag wat nie kleiner is nie as die volle waarde van genoemde geboue, en die Verbandgewer moet die polis of polisse van sodanige versekering aan die Verbandhouer sodeer en oormaak as kollaterale sekuriteit vir die betaling van enige som of somme geld wat ingevolge hierdie verband verskuldig is, en die Verbandgewer moet die premies al na en wanneer hulle betaalbaar word, stiptelik betaal, en wanneer die Verbandhouer dit ook al verlang, moet die Verbandgewer bewys lewer van betaling van alle premies in verband met daardie versekering of van enige premie, en moet laasgenoemde die kwitansie of kwitansies aan die Verbandhouer afgee; en bly die Verbandhouer in gebreke om die versekering aan te gaan of die polisse te sodeer, soos voornoem, dan is die Verbandhouer daartoe geregtig om die beswaarde eiendom op naam van die Verbandgewer te verseker en alle premies, koste en onkoste in verband daarmee op die Verbandgewer te verhaal; en die Verbandhouer het in elk geval die reg om, met grondige rede, bestaande polisse te laat vaar, nuwe versekering(s) van genoemde geboue te eniger tyd by 'n brandassuransie maatskappy deur die Verbandhouer gekies aan te gaan, alle nodige bedrae in verband met sulke versekeringspolisse namens en ten behoeve van en op koste van die Verbandgewer te betaal en alle premies en ander uitbetalings in verband daarmee op die Verbandgewer te verhaal; en die Verbandhouer word hierby gemagtig om sessie van enige sodanige bestaande of nuwe polis van die Verbandgewer te neem. Voorts word die Verbandhouer gemagtig om alle geld wat ingevolge enige sodanige versekeringspolis betaalbaar is, te ontvang en volle kwitansies daarvoor te gee en al sulke geld word, volgens keuse en oordeel van die Verbandhouer, geheel en al of gedeeltelik aangewend vir gedeeltelike of volledige afbetaling van bedrae wat ingevolge hiervan verskuldig is of vir die restoreer, op voorwaardes deur die Verbandhouer gestel, van wat deur brand beskadig of vernietig is.

6. Die Verbandhouer of die wettige houer van hierdie verband is daartoe geregtig (as hy dit na eie goeddunke van tyd tot tyd gerade ag) om enige eiendom waaroor hierdie verband 'n voorkeureis skep teen gevaar van verlies deur storm, hael, beskadiging deur vliegtuie, oproer, staking, burgerlike opstootjies, aardbewings of aardtrillings te verseker en die koste en onkoste in verband daarmee is 'n skuld wat op die Verbandgewer verhaalbaar is en teen hom in rekening gebring kan word en vir voornoemde doel magtig die Verbandgewer hierby die Verbandhouer of die wettige houer van hierdie verband onherroeplik en *in rem suam* om enigeen van voornoemde versekerings, of hulle almal, aan te gaan.

7. Die Verbandhouer het die reg en is daartoe geregtig om alle eise, betalings, dispute en geskille ontstaande uit en ingevolge die versekerings wat in klousule 5 of 6 hiervan genoem word, te reël, daarvoor 'n kompromis aan te gaan of hulle aan arbitrasie te onderwerp en om 'n regs-geding ten opsigte daarvan in te stel en om kwitansies vir betaalde bedrae uit te reik, alles sonder verwysing na die Verbandgewer en sonder die Verbandgewer se handtekening en geheel en al na goeddunke van die Verbandhouer. Alle onkoste wat die Verbandhouer in enige sodanige geding of arbitrasie mag hê, word geag koste van die Verbandhouer ingevolge klousule 11 te wees.

8. Die Verbandgewer moet alle assuransiepremies, huur, standplaaslisensies, erfpag of grondhuur, eiendomsbelasting, sanitêre gelde en ander belastinge en vorderings wat ten opsigte van die hierby beswaarde eiendom verskuldig is of verskuldig word, stiptelik en op die betaaldae betaal en, op aanvraag, bewys daarvan aan die Verbandhouer lewer. Word die reeds genoemde vorderings, belastinge, assuransiepremies, of enigeen of 'n deel daarvan nie op die betaaldae betaal nie, dan is die Verbandhouer daartoe geregtig (dog nie verplig nie) om daardie bedrae te betaal en word die geld wat aldus uitbetaal is 'n voorkeureis kragtens hierdie verband en kan dadelik deur die Verbandhouer van die Verbandgewer geëis word.

9. All buildings, structures, fences and other improvements already erected or made or which may hereafter be erected or made upon the property mortgaged shall be maintained and preserved in good order and repair. The Mortgagee shall have the right from time to time personally or through his agents to inspect the property mortgaged and the buildings thereon and the Mortgagor shall carry out all repairs to the mortgaged property required by the Mortgagee. In case of neglect or refusal by the Mortgagor to effect such repairs within one month of notice, in writing, from the Mortgagee such repairs may be effected by the Mortgagee at the cost and expense of the Mortgagor, and any amounts so expended by the Mortgagee may be regarded by the Mortgagee as an advance to the Mortgagor under this bond. Subject to clause 10 hereof, no structural alterations of whatsoever nature to the buildings on the property mortgaged shall be effected without the written consent of the Mortgagee first had and obtained.

10. Should the Mortgagor be ordered by any competent official of any municipality or any other public body to make or cause to be made any alteration to the said premises for the preservation of health or for any other purpose, or should the Mortgagor be or become, under or by virtue of any municipal or any other regulation or enactment having the force of law, compellable to pay for or to contribute to the cost of any municipal or other public works connected with, though not actually on the said premises, the cost of which or a contribution to the cost of which under any law or regulation might be levied or charged against the Mortgagor by the said municipality or any public body in respect of the said premises, the Mortgagor shall be bound immediately to do so at the Mortgagor's sole cost and expense and in the event of the Mortgagor failing to make or cause to be made such alterations or pay for or contribute the Mortgagor's due quota to the cost of the said municipal or other public works, the Mortgagee or other legal holder of this bond shall have the right to make or cause to be made such alterations at the Mortgagor's sole cost and expense, or to pay such quota due by the Mortgagor and to recover from the Mortgagor as an advance under this bond or otherwise the amount so paid or expended, together with interest at the rate hereinbefore provided on such amount reckoned from the date of payment of the same by the Mortgagee or other legal holder of this bond.

11. All legal work necessary shall be performed and all documents in connection with this bond or any advance thereunder, and the cancellation thereof, shall be drawn and registration thereof effected by the Mortgagee's solicitors, and any legal expenses, costs and charges (both attorney and client and party and party) which may be incurred in passing and registering this bond, in calling up this bond, in suing for the recovery of the capital and interest or any portion thereof, and of any other moneys claimable in terms of this bond, as well as the costs of the execution of any judgment and all the costs of cancellation of this bond, and in general all costs which may arise in connection with this bond or any advance thereunder shall be paid by the Mortgagor, and until so paid shall be portion of the indebtedness secured under this bond and shall bear interest as herein provided and shall in every respect be subject to all the terms and conditions hereof and recoverable hereunder.

12. The Mortgagor shall pay interest at the rate hereinbefore provided on all moneys paid by the Mortgagee for the Mortgagor's account under clauses 5, 6, 8, 9, 10 and 11 hereof, from the date of such payment until repayment. The provisions of this clause shall be without prejudice to the right of the Mortgagee in terms of clause 21 hereof to claim payment of capital and interest as well as any other moneys then claimable under this bond by reason of the Mortgagor's failure to pay such instalments or other moneys. The interest aforesaid may be deducted

9. Alle geboue, bouwerk, heinings en ander verbeterings wat reeds op die beswaarde eiendom opgerig of aangebring is of wat later daarop opgerig of aangebring mag word, moet in goeie toestand gehou en bewaar word. Die Verbandhouer het die reg om van tyd tot tyd die beswaarde eiendom en die geboue daarop persoonlik of deur middel van sy agente te inspekteer en die Verbandgewer moet alle herstelwerk wat die Verbandhouer eis aan die beswaarde eiendom verrig. Versuim of weier die Verbandgewer om sodanige herstelwerk te verrig binne een maand na skriftelike kennisgewing deur die Verbandhouer, dan kan die Verbandhouer daardie herstelwerk op koste van die Verbandgewer laat doen en kan hy alle bedrae wat aldus uitbetaal word, beskou as 'n voorskot aan die Verbandgewer kragtens hierdie verband. Behoudens klousule 10 hiervan mag geen veranderings hoegenaamd aan die bouwerk van die geboue op die beswaarde eiendom sonder voorafgaande skriftelike toestemming van die Verbandhouer aangebring word nie.

10. Word die Verbandgewer deur 'n bevoegde amptenaar van 'n munisipaliteit of ander openbare liggaam gelas om vir die bewaring van die gesondheid of vir 'n ander doel 'n verandering aan genoemde perseel aan te bring of te laat aanbring, of is die Verbandgewer of word hy kragtens 'n munisipale of ander regulasie of verordening wat die krag van 'n wet het verpligbaar om die koste van munisipale of ander openbare werke wat aan genoemde perseel verbonde is hoewel nie werklik daarop geleë nie, te betaal of daartoe by te dra indien daardie koste of 'n bydrae tot sulke koste ingevolge 'n wet of regulasie deur genoemde munisipaliteit of openbare liggaam ten opsigte van daardie perseel teen die Verbandgewer in rekening gebring kan word, dan is die Verbandgewer verplig om dit onmiddellik en uitsluitlik op eie koste te doen, en bly die Verbandgewer in gebreke om daardie veranderings aan te bring of te laat aanbring of om die koste van genoemde munisipale of ander openbare werk te betaal of die Verbandgewer se verskuldigde persentasie daarvan te betaal, dan het die Verbandhouer of ander wettige houer van hierdie verband die reg om genoemde veranderings uitsluitlik op koste van die Verbandgewer aan te bring of te laat aanbring, of om dié persentasie deur die Verbandgewer verskuldig te betaal en om die bedrag aldus betaal of bestee, plus rente teen die koers hierbo bepaal op daardie bedrag gereken van die dag waarop dit deur die Verbandhouer of ander wettige houer van hierdie verband betaal is, op die Verbandgewer te verhaal as 'n voorskot kragtens hierdie verband of andersins.

11. Alle nodige regswork word gedoen en alle dokumente in verband met hierdie verband of 'n voorskot daarkragtens, en die kansellering daarvan, word opgestel en die registrasie daarvan bewerkstellig deur die Verbandhouer se prokureurs en die Verbandgewer betaal alle regskoste, uitgawes en vorderings (sowel prokureur- en kliëntkoste as partykoste onderling) wat ontstaan by die passering en registrasie van hierdie verband, by die opsegging van hierdie verband, by die instelling van 'n regsgeeding vir verhaal van die kapitaal en rente of deel daarvan, en van alle ander geld wat kragtens hierdie verband opeisbaar is, asook die koste van tenuitvoerlegging van enige vonnis en die koste van kansellering van hierdie verband, en oor die algemeen alle koste wat in verband met hierdie verband of 'n voorskot daarkragtens ontstaan, en totdat genoemde koste aldus betaal is, bly hulle deel van die skuld wat kragtens hierdie verband verseker is en dra hulle rente soos hierin bepaal en is hulle in alle opsigte onderworpe aan al die bepalinge en voorwaardes hiervan en hierkragtens verhaalbaar.

12. Die Verbandgewer betaal rente teen die hierbo bepaalde koers op alle geld wat die Verbandhouer op rekening van die Verbandgewer kragtens klousules 5, 6, 8, 9, 10 en 11 hiervan uitbetaal het van die datum van uitbetaling af tot by terugbetaling. Die bepalinge van hierdie klousule benadeel hoegenaamd nie die reg van die Verbandhouer, kragtens klousule 21 hiervan, om betaling te eis van kapitaal en rente tesame met alle ander geld wat asdan kragtens hierdie verband opeisbaar is vanweë die Verbandgewer se versuim om daardie paiemente of ander gelde te betaal nie. Voornoemde rente kan van die

from the next succeeding or any other payment made by the Mortgagor notwithstanding any other allocation of such payment by the Mortgagor.

13. As additional security for any sum that may be due or claimable under this bond, the Mortgagor hereby cedes and assigns to the Mortgagee all the rents and revenue which may accrue in respect of the mortgaged property, and hereby appoints the Mortgagee irrevocably and *in rem suam* at his option to deal in any way with the letting of the mortgaged property and to recover the rents and revenue thereof, and to cancel or renew and enter into new leases in such manner as the Mortgagee shall think fit, and with power to take proceedings against tenants in default for ejection and for the recovery of any amounts due by them, provided always that these powers shall not be exercised so long as all the terms and conditions of this bond are being complied with. The Mortgagor further agrees that the Mortgagee shall be entitled to charge a commission of 5 per cent (5%) on the gross amount of all rent or revenue collected and to deduct such commission from the amount collected before crediting the account to the Mortgagor.

14. The Mortgagor shall not so long as this bond remains in force, let, lease, mortgage, assign or pledge, or in any way further encumber the mortgaged property without the written consent of the Mortgagee having been first had and obtained.

15. The Mortgagor shall on the registration of this bond deposit with the Mortgagee the title deeds, diagrams, licences and leases of the mortgaged property, together with the receipts for any taxes and licences paid and the policies for fire insurance and the premium receipts, all of which shall remain in the custody of the Mortgagee during the currency of this bond.

16. All written notices which may require to be given to the Mortgagor under this bond shall be deemed to have been sufficiently and properly given if sent by prepaid letter addressed to the Mortgagor and, for the purposes hereof and any legal proceedings required to be instituted under this bond, the Mortgagor chooses *domicilium citandi et executandi* at the mortgaged premises.

17. All future advances, debts or demands over and above the capital and interest thereon which may lawfully be secured and recovered under this bond in respect of premiums of insurance, costs of any notice or notices, charges incurred in suing for the recovery of any debts hereunder, or other legal charges the Mortgagee may incur in collecting the outstanding balance or establishing or proving his claim, any moneys disbursed in respect of licences, rates, government and municipal fees and taxes, stamp duties and any other charges and costs incurred as above set forth shall be secured hereunder and shall afford preference up to a sum not exceeding four hundred rand (R400) and this bond shall be a continuing covering security to an amount not exceeding the amount of the capital and the said sum of four hundred rand (R400) in addition thereto for all and any sums of money which shall now or may in future be owing to or claimable by the Mortgagee from whatsoever cause arising. Notwithstanding the payment of any amounts appropriated in repayment of the whole or any portion of the capital originally advanced, the Mortgagee shall be entitled to advance further sums up to the amount of the capital and the said sum of four hundred rand (R400) under the security of this bond which advances shall be secured hereunder as if same formed portion of the original advance, and shall in every respect be subject to all the terms and conditions of this bond, save that such further advances shall be repayable with such interest and in such manner as may be agreed upon at the time the advance is made or subsequent thereto and provided that no more onerous terms and conditions as to interest and repayment may be agreed upon without the approval of the Minister of Bantu Administration and Development.

eersvolgende of enige ander betaling wat die Verbandgewer doen, afgetrek word al het die Verbandgewer daardie paaient anders toegewys.

13. As addisionele sekerheid vir enige som wat kragtens hierdie verband verskuldig of opeisbaar mag wees, seeder die Verbandgewer hierby en doen hy afstand aan die Verbandhouer van alle huur en inkomste wat hom ten opsigte van die beswaarde eiendom mag toeval en stel hy die Verbandhouer onherroeplik en *in rem suam* aan hom na eie goeddunke in alle opsigte die verhuur van die beswaarde eiendom te reël en om die huur en inkomste daaruit in te vorder, en om die huur op te sê of te hernieu of om nuwe huurkontrakte aan te gaan al na die Verbandhouer goeddink, met bevoegdheid om teen huurders wat in gebreke bly geregtelike stappe in te stel vir uitsetting en vir verhaal van bedrae deur hulle verskuldig, altyd met dien verstande dat hierdie bevoegdheid nie uitgeoefen mag word solank as wat al die bepalinge en voorwaardes van hierdie verband nagekom word nie. Die Verbandgewer stem verder toe dat die Verbandhouer geregtig is tot 'n kommissie van 5 persent (vyf persent) op die bruto bedrag van alle huur of inkomste wat ingevorder word en dat die Verbandhouer daardie kommissie van die ingevorderde bedrag mag aftrek voordat die rekening van die Verbandgewer daarmee gekrediteer word.

14. Solank hierdie verband van krag bly, mag die Verbandgewer die beswaarde eiendom nie sonder die voorafgaande skriftelike toestemming van die Verbandhouer verhuur, verhipotekeer, verpand of daarvan afstand doen of dit op enige ander wyse beswaar nie.

15. By die registrasie van hierdie verband moet die Verbandgewer die transportakte, kaarte, lisensies en huurkontrakte van die beswaarde eiendom aan die Verbandhouer aflewer tesame met die kwitansies vir betaalde belastinge en lisensies en die brandassuransiepolis en die premiekwitansies—wat alles by die Verbandhouer in bewaring moet bly gedurende die geldigheidsduur van hierdie verband.

16. Alle skriftelike kennis wat ingevolge hierdie verband aan die Verbandgewer gegee moet word, word geag doelmatig en behoorlik gegee te gewees het indien dit gestuur is per gefrankeerde brief aan die Verbandgewer geadresseer, en vir doeleindes hiervan en van 'n regsgeeding wat kragtens hierdie verband ingestel moet word, kies die Verbandgewer die beswaarde eiendom as sy *domicilium citandi et executandi*.

17. Alle toekomstige voorskotte, skulde of vorderings bo en behalwe die kapitaal en rente daarop wat wettiglik kragtens hierdie verband verseker is en ingevorder mag word ten opsigte van assuransiepremies, koste van kennisgewing of kennisgewings, onkoste aangegaan in 'n regsgeeding om invordering van skulde hierkragtens, of ander regekkoste wat die Verbandhouer mag aangaan by die invordering van die uitstaande saldo of die staving of bewys van sy eis, en van alle geld uitgegee ten opsigte van lisensies, belastinge, staats- en munisipale gelde en belastinge, seëlregte, en alle ander vorderings en koste wat ontstaan soos hierbo uiteengesit, is hierkragtens verseker en geniet voorkeur tot 'n bedrag van hoogstens vierhonderd rand (R400) en hierdie verband is 'n voortdurende dekkingsekkuriteit tot 'n bedrag van hoogstens die bedrag van die kapitaal en genoemde bedrag van vierhonderd rand (R400) daarbenewens vir alle somme geld wat tans of in die toekoms aan die Verbandhouer verskuldig of deur hom opeisbaar mag wees hoe dit ook al ontstaan het. Ondanks betaling van bedrae toegewys vir afbetaling van die volle kapitaal wat oorspronklik voorgeskiet is of van 'n deel daarvan, is die Verbandhouer daartoe geregtig om verdere somme voor te skiet tot die bedrag van die kapitaal en genoemde som van vierhonderd rand (R400) onder dekking van hierdie verband en sulke voorskotte is hierkragtens verseker asof hulle deel van die oorspronklike voorskot uitgemaak het, en is in alle opsigte onderworpe aan al die bepalinge en voorwaardes van hierdie verband, behalwe dat sodanige verdere voorskotte terugbetaalbaar is teen die rentekoers en op die wyse waaromtrent ten tyde van die voorskot of daarna ooreengekom word en met dien verstande dat daar nie sonder goedkeuring van die Minister van Bantoe-administrasie en -ontwikkeling omtrent drukkender bepalinge en voorwaardes in verband met rente en terugbetaling ooreengekom mag word nie.

18. This bond secures and affords preference for interest payable in terms hereof in addition to the capital and the sum of four hundred rand (R400) in so far as such interest can be so secured, and in so far as interest cannot be so recovered it shall be secured as part of the capital.

19. The Mortgagee shall have the right at any time by agreement with the Mortgagor to rearrange or alter the conditions for the repayment of the capital sum or interest either as regards the amount of any instalments payable in respect thereof or the dates of payment or otherwise: Provided that no such rearrangement or alteration which is more onerous to the Mortgagor may be made without the approval of the Minister of Bantu Administration and Development: And provided that any such rearrangement or alteration shall in no way prejudicially affect the operation of this bond or the security granted hereunder or constitute a novation of the said debt, and all the provisions of this bond shall *mutatis mutandis* apply to all or any such rearrangement or alteration other than those specifically altered thereby as fully and effectually for the purpose of obtaining judgment under this bond as if such rearrangement or alteration had been the original terms of this bond.

20. A statement signed by or on behalf of the Mortgagee showing the amount owing to the Mortgagee in respect of capital and interest and for all advances and payments made (in addition to the capital) to or for the account of the Mortgagor or otherwise authorised to be made under this bond together with interest, as well as any money claimable in terms of this bond, shall be sufficient and satisfactory proof for the purpose of obtaining provisional sentence under this bond, and it shall rest with the Mortgagor to prove that such amount is not owing to the Mortgagee.

21. Should the Mortgagor at any time allow any judgment of any court of law to be entered or recorded against the Mortgagor and to remain unsatisfied for a period exceeding fourteen days, or should any interdict be obtained on any portion of the Mortgagor's estate or assets, or should the Mortgagor compromise or compound with the Mortgagor's creditors or should the Mortgagor convene any meeting of creditors, or should any order be made for the sequestration or liquidation of the Mortgagor's estate either compulsorily or voluntarily, or should the Mortgagor assign or offer to assign the Mortgagor's estate for the benefit of creditors, or should the property mortgaged be attached under the judgment of any court, or should the Mortgagor fail punctually to pay on due date the interest or any sums due under this bond or commit any breach whatsoever of the conditions of the bond, the Mortgagee shall be entitled, anything to the contrary herein contained notwithstanding, to foreclose this bond and to call upon the Mortgagor to pay forthwith all sums advanced under this bond or owing in respect hereof, and should the Mortgagor fail to do so the Mortgagee may recover the same in any competent court. The Mortgagor consents, in terms of section 45 of Act No. 32 of 1944, to the Mortgagee's taking any legal proceedings for enforcing any of his rights under this bond, for the recovery of moneys under this bond or otherwise, in the Magistrate's Court of any district having jurisdiction in respect of the Mortgagor by virtue of section 28 of the aforesaid Act.

22. The Mortgagor undertakes regularly and promptly to pay premiums in respect of any policy of life assurance which may be ceded by.....to the Mortgagee as collateral security for the Mortgagor's indebtedness hereunder. In the event of his failure to do so the provisions of clause 8 of the conditions hereof shall *mutatis mutandis* apply, and any amounts paid by the Mortgagee in respect of such premiums shall be preferent in terms of clause 18 hereof. In the event of default

18. Hierdie verband verseker en verleen voorkeur vir rente wat ooreenkomstig hierdie akte betaalbaar is bo en behalwe die kapitaal en die som van vierhonderd rand (R400) vir sover sodanige rente aldus verseker kan word, en vir sover rente nie aldus gedek kan word nie, word dit verseker as deel van die kapitaal.

19. Die Verbandhouer het die reg om te eniger tyd, deur ooreenkoms met die Verbandgewer, die voorwaardes vir terugbetaling van die kapitaalsom of rente te herreël of te wysig ten opsigte van of die bedrag van betaalbare paaielemente of die betaaldatums of andersins: Met dien verstande dat geen herreëling of wysiging van hierdie aard wat vir die Verbandgewer drukkender is, sonder goedkeuring van die Minister van Bantoe-administrasie en -ontwikkeling gemaak mag word nie: En met dien verstande dat geen sodanige herreëling of wysiging die uitwerking van hierdie verband of die dekking wat hierkragens verstrek word op enigerlei wyse nadelig mag raak of 'n vernuwing van genoemde skuld mag uitmaak nie, en alle bepalings van hierdie verbandakte is *mutatis mutandis* op elke sodanige herreëling of wysiging, behalwe dié wat spesifiek daardeur gewysig word, net so volkome en doelmatig van toepassing vir die verkryging van 'n vonnis kragens hierdie verband asof daardie herreëling of wysiging die oorspronklike bepalings van hierdie verband was.

20. 'n Staat, onderteken deur of namens die Verbandhouer, wat die bedrag aantoon wat aan die Verbandhouer verskuldig is ten opsigte van kapitaal en rente en vir alle voorskotte en betalings wat (benewens die kapitaal) aan of vir rekening van die Verbandgewer gedoen is of andersins kragens hierdie verband gemagtig is plus rente, benewens geldsomme wat ooreenkomstig die bepalings van hierdie verband opeisbaar is, is toereikende en genoegsame bewys vir die verkryging van namptissement kragens hierdie verband, en dit berus by die Verbandgewer om te bewys dat bedoelde bedrag nie aan die Verbandhouer verskuldig is nie.

21. Laat die Verbandgewer te eniger tyd toe dat 'n vonnis van 'n geregshof teen die Verbandgewer aangeteken word en dat vir 'n tydperk van meer as veertien dae nie daaraan voldoen word nie, of word daar 'n interdik oor enige deel van die Verbandgewer se boedel of bates verkry, of tref die Verbandgewer met sy skuldeisers 'n akkoord of kompromis of belê die Verbandgewer 'n vergadering van sy skuldeisers, of word daar 'n bevel van verpligte of vrywillige sekwestrasie of likwidasie van die Verbandgewer se boedel uitgereik, of doen die Verbandgewer afstand van sy boedel of bied hy aan om daarvan afstand te doen ten behoeve van skuldeisers, of word daar kragens die vonnis van 'n hof op die eiendom beslag gelê, of bly die Verbandgewer in gebreke om stiptelik op die betaaldag die rente of enige bedrae ingevolge hierdie verband verskuldig, te betaal of verbreek hy op watter wyse ook al die bepalings van die verband, dan is die Verbandhouer, ondanks andersluidende bepalings in hierdie verbandakte, daartoe geregtig om hierdie verband op te sê en die Verbandgewer aan te sê om onmiddellik alle geldsomme wat kragens hierdie verband voorgeskiet of ingevolge daarvan verskuldig is, te betaal, en bly die Verbandgewer in gebreke om dit te doen dan kan die Verbandhouer genoemde bedrae in enige bevoegde hof verhaal. Ooreenkomstig die bepalings van artikel 45 van Wet No. 32 van 1944 gee die Verbandgewer sy toestemming daartoe dat die Verbandhouer in die landdroshof van enige distrik wat kragens artikel 28 van voornoemde Wet ten opsigte van die Verbandgewer regsbevoegdheid het 'n regsgeding instel ten einde sy regte kragens hierdie verband af te dwing vir die verhaal van geld wat kragens hierdie verband verskuldig is of andersins.

22. Die Verbandgewer onderneem om gereeld en stiptelik die premies ten opsigte van enige lewensversekeringspolis wat.....aan die Verbandhouer as kollaterale sekerheid vir die Verbandgewer se skuld ingevolge hierdie verband mag oormak, te betaal. Bly hy in gebreke om dit te doen, dan is die bepalings van klousule 8 van die voorwaardes hiervan *mutatis mutandis* van toepassing en is alle bedrae wat die Verbandhouer ten opsigte van daardie premies betaal het preferent ooreenkomstig klousule 18 hiervan. Bly die Verbandgewer in gebreke,

being made by the Mortgagor the Mortgagee shall further have the right to surrender the said policy or policies and to apply the surrender value thereof in reduction of the Mortgagor's indebtedness hereunder. In the event of the said policy or policies becoming payable to the Mortgagor during the currency of this bond, the Mortgagee shall be entitled on behalf of the Mortgagor to obtain from the insurance company concerned all moneys payable in respect of such policy, and to apply the same in reduction of the Mortgagor's indebtedness hereunder.

*(The following clauses relating to the erection of buildings on the mortgaged property and the duties and obligations of the Mortgagor in regard thereto may be added in the case of a building bond.)*

23. The Mortgagor agrees and acknowledges—

- (a) that this advance has been granted on condition that certain buildings or additions to existing buildings in accordance with plans and specifications approved by the Mortgagee shall be erected on the mortgaged property at a cost of not less than .....rand (R.....) and that any contractor, builder, carpenter or other workman who might have or acquire a lien on the buildings for work done shall have expressly renounced or waived such lien in favour of the Mortgagee, so that the amount secured from time to time under this bond shall take precedence over any such lien;
- (b) that any amount which the Mortgagee may have agreed to advance under the security of this bond as a building loan, may be paid out by the Mortgagee to the Mortgagor or the building contractor engaged in erecting the aforesaid buildings as the Mortgagee may at his discretion elect, in instalments of such amounts as the Mortgagee may at his discretion think fit, from time to time as the erection of the aforesaid buildings proceed in accordance with the aforesaid plans and specifications and to the entire satisfaction of the Mortgagee: Provided that the Mortgagor shall have expended a sum not less than R..... on the erection of the aforesaid buildings and shall have produced proof of having done so to the satisfaction of the Mortgagee: And provided further that the Mortgagee shall be entitled to retain such sum as he may deem fit until such time as he is satisfied that the premises are free from defects;
- (c) that the Mortgagee shall be entitled to decline to make further payments and shall have the right to claim repayment of the amount already advanced under this bond with interest, charges and expenses, if, in his opinion,—
- (i) the work is not being proceeded with in a satisfactory manner, or if the work on the building has ceased for a period exceeding one week; or
  - (ii) there is undue delay in carrying out the work; or
  - (iii) improper or inferior material or workmanship is being put in the work; or
  - (iv) workmen, contractors, or suppliers of building material are not being regularly paid;
- (d) that the Mortgagee shall have the right through his servants, agents or nominees from time to time to inspect the aforesaid buildings in order to satisfy himself as to the progress of the erection thereof and the Mortgagor shall be bound and obliged to pay to the Mortgagee a reasonable fee for and all expenses in connection with any inspection made at the request of the Mortgagor or his agent, and the Mortgagee shall be entitled to charge any such fee and expenses against the Mortgagor as a debt owing under this bond;

dan het die Verbandhouer verder die reg om genoemde polis of polisse af te koop en die afkoopwaarde daarvan ter vermindering van die Verbandgewer se skuld ingevolge hiervan aan te wend. Gebeur dit dat genoemde polis of polisse gedurende die geldigheidsduur van hierdie verband aan die Verbandgewer betaalbaar word, dan is die Verbandhouer daartoe geregtig om alle geldsomme wat ten opsigte van daardie polis betaalbaar is van die betrokke assuransie maatskappy te verkry en ter vermindering van die Verbandgewer se skuld ingevolge hiervan aan te wend.

*(Onderstaande klousules rakende die oprigting van geboue op die beswaarde eiendom en die pligte en verpligtings van die Verbandgewer in verband daarmee kan in die geval van 'n bouverband bygevoeg word.)*

23. Die Verbandgewer stem toe en erken—

- (a) dat hierdie voorskot toegestaan is op voorwaarde dat sekere geboue of aanbou aan bestaande geboue ooreenkomstig planne en spesifikasies wat deur die Verbandhouer goedgekeur is op die beswaarde eiendom opgerig moet word teen 'n koste van minstens.....rand (R.....) en dat elke kontrakteur, bouer, timmerman of ander werksman wat 'n retensiereg op die geboue vir gedane werk mag hê of verkry uitdruklik ten gunste van die Verbandhouer van daardie retensiereg afstand gedoen het, sodat die bedrag wat van tyd toe tyd deur hierdie verband gedek word voorkeur bo enige sodanige retensiereg het;
- (b) dat elke bedrag wat die Verbandhouer mag onderneem het om onder dekking van hierdie verband as 'n boulening voor te skiet, deur die Verbandhouer aan die Verbandgewer of die bouaannemer wat besig is om voornoemde geboue op te rig, uitbetaal mag word al na die Verbandhouer na eie goeddunke verkies in paaiemente van bedrae wat die Verbandhouer goeddink, van tyd tot tyd namate voornoemde bouwerk vorder ooreenkomstig voornoemde planne en spesifikasies en tot volkome tevredenheid van die Verbandhouer: Met dien verstande dat die Verbandhouer daarop mag aandrings dat die Verbandgewer 'n som van minstens R.....aan die oprigting van voornoemde geboue moes uitgegee het en bewys daarvan tot tevredenheid van die Verbandhouer moes gelewer het: En met dien verstande verder dat die Verbandhouer daartoe geregtig is om sodanige bedrag as wat hy goed ag terug te hou tot tyd en wyl hy daarvan oortuig is dat die perseel vry van gebreke is;
- (c) dat die Verbandhouer die reg het om te weier om verdere betalings te doen en die reg het om terugbetaling te eis van die bedrag wat reeds kragtens hierdie verband voorgeskiet is tesame met rente, koste en uitgawes, indien na sy oordeel—
- (i) daar nie op bevredigende wyse met die werk aangegaan word nie of as werk aan die gebou vir langer as een week tot stilstand gekom het; of
  - (ii) daar onbehoorlike oponthoud met die verrigting van die werk plaasvind; of
  - (iii) ongeskikte of minderwaardige materiaal gebruik of werk gelewer word; of
  - (iv) werksmense, kontrakteurs of leweransiers van boumateriaal nie gereeld betaal word nie;
- (d) dat die Verbandhouer die reg het om deur bemiddeling van sy dienare, agente of benoemdes bogenoemde geboue van tyd tot tyd te inspekteer ten einde hom te vergewis van die vordering wat daar met die oprigting daarvan gemaak word en die Verbandgewer is gebind en verplig om die Verbandhouer 'n redelike vergoeding vir en alle onkoste in verband met elke inspeksie wat op versoek van die Verbandgewer of sy agent gedoen word, te betaal, en die Verbandhouer is daartoe geregtig om sodanige vergoeding en onkoste teen die Verbandgewer in rekening te bring as synde 'n skuld wat ingevolge hierdie verband verskuldig is;

- (e) that the Mortgagee shall have the right to enter upon the mortgaged premises by his agents, contractors or workmen and carry on and complete the work on the said buildings or additions to buildings, in case any default as specified in clause 23 (c) (i) or (ii) shall have taken place, and at any time to cease carrying out such work. The Mortgagee shall in his sole and absolute discretion be entitled to disburse on behalf of the Mortgagor such moneys as may be necessary to ensure the erection and completion of the aforesaid buildings or additions to buildings, and in such event the Mortgagor shall be bound and obliged to pass a *pari passu* bond in favour of the Mortgagee for any moneys so disbursed as are not secured under this bond. The Mortgagee may exercise this right to enter upon the mortgaged premises before as well as after giving notice to the Mortgagor claiming payment of the amount due under this bond in terms of clause 23 (c) hereof, and the exercise of this right shall not prejudice the Mortgagee in claiming, at any time after or during the carrying out of such work without further notice, payment of any amount then due;
- (f) that the Mortgagee shall have the right, in case any default specified in clause 23 (c) (iii) shall take place, to require any inferior materials to be removed and any inferior work to be rectified forthwith and, in case of neglect or refusal to do so, to remove such materials or rectify such work by his own agents, contractors or servants at the cost and expense of the mortgagor and all rights and privileges accruing to the Mortgagee in terms of clause 23 (e) hereof shall likewise vest in the Mortgagee in connection with the cost of work done under this clause;
- (g) that the Mortgagee shall have the right, in case any of the defaults specified in clause 23 (c) (iv) shall take place, to pay a contractor, workman or supplier of material out of the said advance or any balance thereof remaining in his hands, and the receipts of such contractor, workman or supplier shall constitute a good discharge as against the Mortgagor. Such payments shall not prejudice the Mortgagee in regard to any notice given or which may be given calling up the amount due under this bond;
- (h) that it is a special condition hereof that the buildings or additions to buildings to be erected on the mortgaged property shall be commenced within one month of the date of registration of this bond and completed to the satisfaction of the Mortgagee within ..... months of the date of registration of this bond: Provided that either period may by agreement between the Mortgagor and the Mortgagee be extended;
- (i) that the Mortgagor shall not issue any order for or make any cession of the whole or any part of the capital, and should the Mortgagor do so the Mortgagee shall be entitled to refuse payment of any such order or cession, to refuse to pay out any moneys under this bond and to institute proceedings without notice for the recovery of any moneys owing to him by the Mortgagor.

And as security for the due payment of the said capital, interest and all other costs and charges recoverable under this bond, and for the due performance of the conditions hereof the Appearer *q.q.* binds the following property, that is to say:—

In witness whereof, I the said..... together with the Appearer *q.q.* have subscribed to these presents, and have caused the seal of office to be affixed hereto.

- (e) dat die Verbandhouer die reg het om deur bemiddeling van sy agente, kontrakteurs of werksmense die beswaarde perseel te betree en om met die werk van voornoemde geboue of aanbouings voort te gaan en dit te voltooi in die geval van versuim soos uiteengesit in klousule 23 (c) (i) of (ii), en om te eniger tyd met daardie werk op te hou. Die Verbandhouer het na sy eie uitsluitlike en absolute goeddunke die reg om namens die Verbandgewer sodanige bedrae uit te betaal as wat nodig mag wees om die oprigting en voltooiing van voornoemde geboue of aanbouings te verseker, en in so 'n geval is die Verbandgewer gebind en verplig om 'n verband *pari passu* ten gunste van die Verbandhouer te gee vir geld wat aldus uitbetaal is en nie reeds deur hierdie verband gedek is nie. Die Verbandhouer kan hierdie reg om die beswaarde perseel te betree, uitoefen sowel voordat as nadat hy die Verbandgewer kennis gegee het waarby hy betaling eis van die bedrag wat ingevolge hierdie verband verskuldig is ooreenkomstig klousule 23 (c) hiervan en die uitoefening van hierdie reg doen geen afbreuk aan die Verbandhouer se reg om te eniger tyd na of tydens die uitvoering van sodanige werk sonder verdere kennisgewing betaling van die bedrag wat dan verskuldig is, te eis;
- (f) dat die Verbandhouer in die geval van versuim soos beskryf in klousule 23 (c) (iii) die reg het om te eis dat alle minderwaardige materiaal dadelik verwyder en minderwaardige werk dadelik verbeter moet word en om, in die geval van versuim of weiering om daaraan gehoor te gee deur bemiddeling van sy eie agente kontrakteurs of dienare daardie materiaal te verwyder of daardie werk te verbeter op koste van die Verbandgewer en daarby is die Verbandhouer ten opsigte van die koste van werk wat kragtens hierdie klousule gedoen word beklee met al die regte en voorregte wat kragtens klousule 23 (e) hiervan aan hom verleen word;
- (g) dat die Verbandhouer in die geval van versuim van watter aard ook al soos uiteengesit in klousule 23 (c) (iv) die reg het om enige kontrakteur, werksman of leweransier van materiaal uit voornoemde voorskot of enige saldo daarvan wat nog in sy hande mag wees, te betaal, en teenoor die Verbandgewer is die kwitansies van daardie kontrakteur, werksman of leweransier 'n goeie kwyting. Sulke uitbetalings benadeel die Verbandhouer nie ten opsigte van enige kennisgewing waarin betaling geëis word van die bedrag wat ingevolge hierdie verband verskuldig is nie, ongeag of kennis reeds gegee is of nog gegee moet word;
- (h) dat dit 'n spesiale voorwaarde hiervan is dat met die geboue of aanbou wat op die beswaarde eiendom opgerig staan te word, begin moet word binne een maand na die datum van registrasie van hierdie verband en dat dit tot tevredenheid van die Verbandhouer voltooi moet word binne..... maande na die datum van registrasie van hierdie verband: Met dien verstande dat een van of albei termyne deur ooreenkoms van die Verbandgewer en Verbandhouer verleng kan word;
- (i) dat die Verbandgewer geen order vir of sessie van die hele kapitaal of deel daarvan mag uitreik nie, en dat, indien die Verbandgewer dit wel doen, die Verbandhouer die reg het om te weier om sodanige order of sessie te betaal, om te weier om geld kragtens hierdie verband uit te betaal, en om sonder kennisgewing 'n geding in te stel vir verhaal van geldsomme wat die Verbandgewer aan hom verskuldig is.

En as sekerheid vir die behoorlike betaling van voornoemde kapitaal, rente en alle ander koste en vorderings wat kragtens hierdie verband verhaalbaar is, en vir die behoorlike nakoming van die voorwaardes hierin vervat, verbind die Komparant *q.q.* onderstaande eiendom, dit wil sê:—

Ten bewyse waarvan ek, die voornoemde..... tesame met die Komparant *q.q.* hierdie akte onderteken het en die ampseël hierop laat aanbring het.

Thus done and executed at .....on the.....day of the month of..... in the year of Our Lord One thousand Nine hundred and .....

In my presence:—

A. 21/3.

No. R. 2080.] [23 December 1966.

REGULATIONS FRAMED UNDER THE OLD AGE PENSIONS ACT, 1962, THE BLIND PERSONS ACT, 1962, AND THE DISABILITY GRANTS ACT, 1962, IN RESPECT OF BANTU IN THE REPUBLIC AND NATIVES IN SOUTH-WEST AFRICA, INCLUDING THE CAPRIVI ZIPFEL.

The Minister of Bantu Administration and Development, has in terms of—

- (a) section 22 (1) of the Old Age Pensions Act, 1962 (Act No. 38 of 1962), read with Proclamation No. 53 of 1963;
- (b) section 16 (1) of the Blind Persons Act, 1962 (Act No. 39 of 1962), read with Proclamation No. 54 of 1963;
- (c) section 26 (1) of the Disability Grants Act, 1962 (Act No. 41 of 1962), read with Government Notice No. 453, dated 7th March, 1947;
- (d) the provisions referred to in paragraphs (a), (b) and (c), read with Proclamation No. R. 374 of 1966,

made the regulations contained in the Schedule hereto in respect of Bantu in the Republic and Natives in the territory of South-West Africa, including the Caprivi Zipfel, and approved of the repeal of Government Notice No. 1996 of 1949.

SCHEDULE.

Definitions.

1. In these regulations, unless inconsistent with the context—

- “applicant” means a Bantu who has applied for a pension of grant;
- “authorised officer” means any officer of the public service to whom the Secretary has delegated the performance of any functions in terms of the Old Age Pensions Act, 1962, the Blind Persons Act, 1962, or the Disability Grants Act, 1962;
- “grant” means a disability grant as defined in the Disability Grants Act, 1962;
- “grantee” means a Bantu to whom a grant has been made;
- “Minister” means the Minister of Bantu Administration and Development;
- “pension” means a pension as defined in the Old Age Pensions Act 1962, or the Blind Persons Act, 1962;
- “pensioner” means a Bantu who draws a pension;
- “Secretary” means the Secretary for Bantu Administration and Development.

Applications.

(2) (1) Every application for a pension or grant shall be in writing substantially in the form prescribed in Annexure No. 1 and shall be completed and signed in duplicate original by the applicant in the presence of the authorised officer or his representative.

(2) An applicant shall furnish full particulars of his age, or his or his wife or customary union partner's income or any other fact which he is required to disclose on the form referred to in subregulation (1), together with such supporting evidence in regard thereto as may be required by the authorised officer: Provided that no applicant resident in South-West Africa, including the Caprivi Zipfel, shall be required to furnish details in regard to a National Identity number, or the payment by him or by any other person of, or exemption from, any general or other tax.

Aldus gedoen en verly te.....op hede die.....dag van die maand..... in die jaar van Onse Here Eenduisend Negehoenderd .....

In my teenwoordigheid:—

A.21/3.

No. R. 2080.] [23 Desember 1966.

REGULASIES OPGESTEL KRAGTENS DIE OUDERDOMSPENSIOENWET, 1962, DIE WET OP BLINDES, 1962, EN DIE WET OP ONGESKIKTHEIDSTOELAES, 1962, MET BETREKING TOT BANTOES IN DIE REPUBLIEK EN NATURELLE IN SUIDWES-AFRIKA MET INBEGRIIP VAN DIE CAPRIVI ZIPFEL.

Die Minister van Bantoe-administrasie en -ontwikkeling, het kragtens—

- (a) artikel 22 (1) van die Ouderdomspensioenwet, 1962 (Wet No. 38 van 1962), gelees met Proklamasie No. 53 van 1963;
- (b) artikel 16 (1) van die Wet op Blindes, 1962 (Wet No. 39 van 1962), gelees met Proklamasie No. 54 van 1963;
- (c) artikel 26 (1) van die Wet op Ongeskiktheidstoelaes, 1962 (Wet No. 41 van 1962), gelees met Goewermentskenningsgewing No. 453, gedateer 7 Maart 1947;
- (d) die bedinge in paragrawe (a), (b) en (c) vermeld, gelees met Proklamasie No. R. 374 van 1966,

die regulasies in die Bylae hiervan vervat ten opsigte van Bantoes in die Republiek en Naturelle in die gebied van Suidwes-Afrika, met inbegrip van die Caprivi Zipfel, uitgevaardig en die herroeping van Goewermentskenningsgewing No. 1996 van 1949, goedgekeur.

BYLAE.

Woordomskrywing.

1. In hierdie regulasies, tensy onbestand met die sinsverband, beteken—

- „applicant” ’n Bantoe wat om ’n pensioen of toelae aansoek gedoen het;
- „begiftigde” ’n Bantoe aan wie ’n toelae toegeken is;
- „gemagtigde beampte” enige beampte van die Staatsdiens aan wie die Sekretaris kragtens die Ouderdomspensioenwet, 1962, die Wet op Blindes, 1962, of die Wet op Ongeskiktheidstoelaes, 1962, die uitvoering van sekere funksies gedelegeer het;
- „Minister” die Minister van Bantoe-administrasie en -ontwikkeling;
- „pensioen” ’n pensioen soos in die Ouderdomspensioenwet, 1962, of die Wet op Blindes, 1962, omskryf;
- „pensioentrekker” ’n Bantoe wat ’n pensioen trek;
- „Sekretaris” die Sekretaris van Bantoe-administrasie en -ontwikkeling;
- „toelae” ’n ongeskiktheidstoelae soos in die Wet op Ongeskiktheidstoelaes, 1962, omskryf.

Aansoeke.

2. (1) Elke aansoek om ’n pensioen of toelae moet skriftelik wees en wesenlik in die vorm voorgeskryf in Aanhangel No. 1 en moet deur die applikant in oorspronklike tweevoud ingevul en onderteken word in die teenwoordigheid van die gemagtigde beampte of sy verteenwoordiger.

(2) ’n Applikant moet volle besonderhede van sy ouderdom, of sy vrou of gebruikelike verbindingsmetgesel se inkomste, of enige ander feit wat hy ingevolge die vorm wat in subregulasie (1) vermeld word, verstrekk, tesame met sodanige stawende bewyse in verband daarmee as wat deur die gemagtigde beampte vereis mag word: Met dien verstande dat van geen applikant wat in Suidwes-Afrika, met inbegrip van die Caprivi Zipfel, woonagtig is vereis sal word om besonderhede van ’n persoonsnommer of die betaling deur hom, of deur enige ander persoon van of vrystelling van enige algemene of ander belasting te verstrekk nie.

(3) Every applicant for a blind persons pension or a grant, and every person in receipt of such pension or grant shall at the request of the authorised officer furnish him with a medical certificate substantially in the form prescribed in Annexure No. 2 in the case of an applicant for a blind persons pension, or in Annexure No. 3 in the case of a grant, duly completed and signed by a medical practitioner authorised to do so in terms of the relative Act or approved by the Secretary for the purpose.

*Authorised Officers.*

3. (1) An authorised officer shall in accordance with such instructions as may be issued from time to time in that regard by the Secretary—

- (a) receive all application forms and medical certificates lodged with him by an applicant for a pension or grant and datestamp each such form or certificate to indicate the date he received it, whereupon such date shall for all purposes be deemed to be the date on which application for the relevant pension or grant was made: Provided that an application for a blind persons pension or a grant shall be deemed not to have been made until the relative application form and medical certificate shall both have been lodged with the authorised officer;
- (b) maintain a record of all application forms for pensions or grants and any medical certificates lodged with him or transferred to him by any other authorised officer;
- (c) obtain such confirmation or proof of any fact relevant to the grant or refusal of any application as may seem to him to be material or as may be required by the Secretary;
- (d) as soon as may be practicable after refusing or granting any application for a pension or grant inform the applicant of his decision;
- (e) from time to time but at intervals of not less than six months review any pension or grant or demand the production of a further medical certificate from any grantee, or require proof that any pensioner or grantee is still alive;
- (f) arrange the transfer of any pensioner or grantee's record to any other authorised officer in whose area such pensioner or grantee has taken up his residence;
- (g) cancel or reduce the amount of any pension or grant if the circumstances of the pensioner or grantee are such as to disentitle him to payment at the rate previously approved;
- (h) furnish such information and copies of such documents relating to any pension or grant as may be required by the Secretary.

*Payment of Pension or Grant.*

4. (1) A pension or grant shall, subject to the provisions of subregulation (2), be payable only to the person to whom it was awarded, and may be paid bimonthly in arrear on such date and at such place as the authorised officer may determine.

(2) Whenever the authorised officer is satisfied that for any reason any pensioner or grantee is unable to attend in person at any place to receive payment of his pension or grant or that such attendance results in undue hardship to any infirm or physically disabled or mentally defective pensioner or grantee he may in such manner and in such form as the Secretary may direct, authorise payment of the pension or grant to some other person duly empowered thereto by such pensioner or grantee duly assisted, where necessary, by his lawful guardian or other person in whose care or custody he is.

(3) Notwithstanding the grant of any authority in terms of subregulation (2) the authorised officer may from time to time withhold payment of any pension or grant until the pensioner or grantee shall have appeared personally before him or shall have furnished such other proof of being alive as may be acceptable to the authorised officer.

(3) Elke applikant om 'n pensioen vir blinde persone of 'n toelae, en elke persoon in ontvangs van sodanige pensioen of toelae, moet op versoek van die gemagtigde beampte hom voorsien van 'n doktersertifikaat, wesenslik in die vorm uiteengesit in Aanhangsel No. 2 in die geval van 'n applikant om 'n pensioen vir blinde persone, of in Aanhangsel No. 3 in die geval van 'n toelae, behoorlik ingevul en onderteken deur 'n mediese praktisyn wat ingevolge die betrokke Wet daartoe gemagtig is of wat vir dié doel deur die Sekretaris goedgekeur is.

*Gemagtigde beamptes.*

3. (1) 'n Gemagtigde beampte moet ooreenkomstig sodanige opdragte as wat van tyd tot tyd deur die Sekretaris in dié verband uitgereik word—

- (a) alle aansoekvorms en doktersertifikate wat deur 'n applikant vir 'n pensioen of toelae by hom ingedien word, in ontvangs neem, en die datumstempel op elke sodanige vorm of sertifikaat plaas om die datum van indiening aan te dui, waarna sodanige datum vir alle doeleindes beskou moet word as synde die datum waarop aansoek om die verwante pensioen of toelae gedoen is: Met dien verstande dat geag word dat 'n aansoek om 'n pensioen vir blinde persone of 'n toelae nie gedoen is voordat die betrokke aansoekvorm en doktersertifikaat albei by die gemagtigde beampte ingedien is nie;
- (b) 'n rekord van alle aansoeke om pensioene of toelaes en enige doktersertifikate wat by hom ingedien is of deur enige ander gemagtigde beampte na hom oorgeplaas is, in stand hou;
- (c) sodanige bevestiging of bewys van enige feit in verband met die toekenning of weiering van enige aansoek te verkry, as wat deur hom as nodig geag word of deur die Sekretaris vereis mag word;
- (d) sodra doenlik, nadat hy 'n aansoek om 'n pensioen of toelae goed- of afgekeur het, sy beslissing aan die applikant bekend maak;
- (e) van tyd tot tyd, maar by tussenpose van nie minder as ses maande nie, enige pensioen of toelae hersien of vereis dat nog 'n doktersertifikaat van enige begiftigde voorgelê word, of bewys aanvra dat enige pensioentrekker of begiftigde nog lewe;
- (f) die oorplasing van enige pensioentrekker of begiftigde se rekord na enige ander gemagtigde beampte in wie se gebied sodanige pensioentrekker of begiftigde sy intrek geneem het, reël;
- (g) die bedrag van enige pensioen of toekenning kanselleer of verminder indien die omstandighede van die pensioentrekker of begiftigde sodanig is dat hy nie geregtig is op betaling teen die bedrag wat voorheen goedgekeur is nie;
- (h) sodanige inligting of afskrifte van dokumente met betrekking tot enige pensioen of toelae verskaf as wat deur die Sekretaris aangevra mag word.

*Betaling van pensioen of toelae.*

4. (1) 'n Pensioen of toelae is, onderworpe aan die bepaling van subregulasie (2), betaalbaar alleenlik aan die persoon aan wie sodanige pensioen of toelae toegeken is, en mag tweemaandeliks agterstallig betaal word op sodanige datum en sodanige plek as wat die gemagtigde beampte bepaal.

(2) Wanneer die gemagtigde beampte tevrede is dat om watter rede ook al enige pensioentrekker of begiftigde nie persoonlik op enige plek teenwoordig kan wees om die betaling van sy pensioen of toelae in ontvangs te neem nie, of dat sodanige teenwoordigheid oormatige ontbering aan enige sieklike of liggaamlike of verstandelik ongeskikte pensioentrekker of begiftigde veroorsaak, kan hy op sodanige wyse en in sodanige vorm as wat die Sekretaris mag bepaal, magtiging verleen dat die pensioen of toelae betaal word aan 'n ander persoon, behoorlik deur sodanige pensioentrekker of begiftigde gemagtig, bygestaan waar nodig, deur sy wetlike voog of ander persoon in wie se sorg hy is.

(3) Ondanks enige magtiging kragtens subregulasie (2) verleen, kan die gemagtigde beampte van tyd tot tyd die betaling van enige pensioen of toelae terughou totdat die pensioentrekker of begiftigde persoonlik voor hom verskyn het, of sodanige ander bewys gelewer het dat hy nog lewe as wat vir die gemagtigde beampte aanneemlik mag wees.

*Appeals.*

5. (1) Any applicant for a pension or grant and any pensioner or grantee who is dissatisfied with any action or decision of the authorised officer and who desires to appeal to the Minister shall lodge with the authorised officer within ninety days of the date on which such action or decision came to the notice of such applicant, pensioner or grantee, a notice in writing setting out the action or decision appealed against and the reasons for his dissatisfaction.

(2) An authorised officer with whom any notice of appeal is lodged as in subregulation (1) provided shall without undue delay, and after furnishing his comments thereon, transmit such notice for consideration by the Minister whose decision he shall convey in writing to the appellant immediately he is informed thereof.

*Appèlle.*

5. (1) Enige applikant om 'n pensioen of toelae en enige pensioentrekker of begiftigde wat met enige optrede of beslissing van die gemagtigde beampte ontevrede is, en wat na die Minister wil appelleer, moet binne negentig dae vanaf die datum waarop sodanige optrede of beslissing onder die aandag van sodanige applikant, pensioentrekker of begiftigde gekom het, by die gemagtigde beampte 'n skriftelike kennisgewing indien wat die optrede of beslissing waarteen geappelleer word en die redes vir die ontevredeheid, uiteensit.

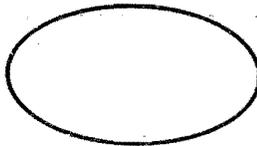
(2) 'n Gemagtigde beampte by wie enige kennisgewing van appèl ingevolge subregulasie (1) ingedien is, moet sonder onnodige vertraging en nadat hy sy kommentaar daarop gelewer het, sodanige kennisgewing vir oorweging na die Minister deurstuur, wie se beslissing hy, sodra hy daarvan verwittig is, skriftelik aan die appellant moet meedeel.

Annexure/Aanhangsel No. 1.

B.A. 305.

Pension Number allotted  
Pensioennommer toegewys

**DEPARTMENT OF BANTU ADMINISTRATION AND DEVELOPMENT.  
DEPARTEMENT VAN BANTOE-ADMINISTRASIE EN ONTWIKKELING.**

Date of receipt by Authorised Officer. Datum van ontvangs deur gemagtigde beampte.		For HEAD OFFICE use only. Vir gebruik deur HOOFKANTOOR.	
 Official date stamp. Offisiële datumstempel.	Checked _____ Ondersoek _____ Examined _____ Nagesien _____ Type of Disease _____ Tipe siekte _____ % Disablement _____ % Ongeskiktheid _____	Date of receipt in Head Office. Datum van ontvangs in Hoofkantoor.	
	 Date stamp. Datumstempel.		

APPLICATION FOR/AANSOEK OM:—

- \* (a) { OLD AGE PENSION, in terms of Act No. 38 of 1962, as amended.  
OUERSOMSPENSIOEN, Kragtens Wet No. 38 van 1962, soos gewysig.
- \* (b) { PENSION FOR BLIND PERSONS, in terms of Act No. 39 of 1962, as amended.  
PENSIOEN VIR BLINDES, Kragtens Wet No. 39 van 1962, soos gewysig.
- \* (c) { DISABILITY GRANTS, in terms of Act No. 41 of 1962, as amended.  
ONGESKIKTHEIDSTOELAE, Kragtens Wet No. 41 van 1962, soos gewysig.

\* (Delete whatever is not applicable/Skrap wat nie van toepassing is nie.)

TO THE BANTU AFFAIRS COMMISSIONER/MAGISTRATE,  
AAN DIE BANTOESAKEKOMMISSARIS/LANDDROS,

I, the undersigned, hereby apply for a pension/grant as indicated above and furnish the following information:—  
Ek, die ondergetekende, doen hierby aansoek om 'n pensioen/toelae soos hierbo aangedui en verstrek die volgende inligting:—

1. Full name (in block letters) \_\_\_\_\_  
Volle naam (blokletters) \_\_\_\_\_  
National identity number \_\_\_\_\_ Race \_\_\_\_\_  
Persoonsnommer \_\_\_\_\_ Ras \_\_\_\_\_
2. Full Residential address \_\_\_\_\_  
Volledige woonadres \_\_\_\_\_ (Not postal address.—Nie posadres nie.)
3. Sex \_\_\_\_\_ 4. Ethnic Group \_\_\_\_\_ Tribe \_\_\_\_\_  
Geslag \_\_\_\_\_ Etniese Groep \_\_\_\_\_ Stam \_\_\_\_\_
5. Date of birth, if possible, otherwise estimated age \_\_\_\_\_  
Geboortedatum, indien moontlik, so nie geskatte ouderdom \_\_\_\_\_
6. Place of birth (name the place and country) \_\_\_\_\_  
Geboorteplek (vermeld die plek en land) \_\_\_\_\_
7. Married, single, widower, widow or do you live together as man and wife \_\_\_\_\_  
Getroud, ongetroud, wewenaar, weduwee of woon u saam as man en vrou \_\_\_\_\_
8. If married or living together as man and wife, full name and address of spouse \_\_\_\_\_  
Indien getroud of saam woon as man en vrou, volle naam en adres van eggenoot of eggenote \_\_\_\_\_
9. Permanently resident at (place and country) \_\_\_\_\_ since \_\_\_\_\_  
Permanent woonagtig te (plek en land) \_\_\_\_\_ sedert \_\_\_\_\_
10. Have you resided elsewhere during the past 15 years \_\_\_\_\_  
Het u gedurende afgelope 15 jaar elders gewoon \_\_\_\_\_
11. If so, state periods and names of countries \_\_\_\_\_  
Indien wel, vermeld tydperke en name van lande \_\_\_\_\_
12. If a male, do you pay General Tax (quote tax identity No.)? \_\_\_\_\_  
Indien 'n manspersoon, betaal u Algemene Belasting (vermeld belasting identiteitsnommer)? \_\_\_\_\_
13. If not, have you been legally exempted from payment of the tax? (quote exemption certificate No.) \_\_\_\_\_  
Indien nie, is u wettiglik van betaling van belasting vrygestel? (vermeld nommer van vrystellingsertifikaat) \_\_\_\_\_
14. Have you or your spouse previously applied for any type of pension and with what result (quote date and place of application and reference No.)? \_\_\_\_\_  
Het u of u eggenoot/eggenote tevore om enige tipe pensioen aansoek gedoen en wat was die uitslag (meld datum en plek van aansoek en verwysingsnommer)? \_\_\_\_\_

15. Are you resident in a city or town area?  
Is u woonagtig in 'n stedelike- of dorpsgebied?
16. Are you a holder of an allotment of land in a Bantu, Trust or other area (give details)  
Is u 'n houer van 'n perseel in 'n Bantoe Trust of ander gebied (verstrek besonderhede)?
17. By whom are you employed at present?  
Wie is u teenswoordige werkgewer?
18. How much are you earning monthly in cash and in kind?  
Hoeveel verdien u maandeliks in kontant en in natura?
19. If you are no longer working, state reasons.  
As u nie meer werk nie meld waarom nie
20. By whom were you previously employed? (name and address)  
Wie was u vorige werkgewer? (naam en adres)
21. How much does your spouse or person with whom you are living together as man and wife earn in cash and in kind?  
Hoeveel verdien u eggenoot/eggenote of persoon met wie u as man en vrou saamwoon in kontant en in natura?
22. Are you or your spouse or children in receipt of any other pension, allowance or moneys:—  
Ontvang u of u eggenoot/eggenote of kinders enige ander pensioen, toelae of gelde:—
  - (a) From the Government: Amount \_\_\_\_\_ Ref. No. \_\_\_\_\_  
Van die Staat: Bedrag \_\_\_\_\_ Verwysingsnommer \_\_\_\_\_
  - (b) From other sources: From whom \_\_\_\_\_ Amount R \_\_\_\_\_  
Uit ander bronne: Van wie \_\_\_\_\_ Bedrag R \_\_\_\_\_
  - (c) Post Office Savings Bank, Banks, Building Societies \_\_\_\_\_  
Posspaarbank, Banke, Bougenootskappe \_\_\_\_\_
23. Do you or your spouse own a house or other fixed property? If so, state:—  
Besit u of u eggenoot/eggenote 'n huis of enige ander vaste eiendom? Indien wel, meld:—
  - (i) Type of property \_\_\_\_\_ (ii) Unencumbered value \_\_\_\_\_  
Tipe van eiendom \_\_\_\_\_ Onbelaste waarde \_\_\_\_\_
  - (iii) Total number of rooms \_\_\_\_\_ (iv) Number of rooms let \_\_\_\_\_  
Totale aantal kamers \_\_\_\_\_ Aantal kamers verhuur \_\_\_\_\_
  - (v) Monthly rental derived therefrom \_\_\_\_\_ (vi) Monthly stand rent and rates payable \_\_\_\_\_  
Maandelikse huur wat u invorder \_\_\_\_\_ Maandelikse standplaashuur en belasting betaalbaar \_\_\_\_\_
  - (vii) Monthly income of occupants not paying rents \_\_\_\_\_  
Maandelikse inkomste van huurders wat nie huur betaal nie \_\_\_\_\_
  - (viii) Number of occupants not paying rent and reasons \_\_\_\_\_  
Aantal inwoners wat nie huur betaal nie, en redes \_\_\_\_\_
24. Do you or your spouse own any livestock or raise any crops? (State types and quantities)  
Besit u of u eggenoot/eggenote enige lewende hawe of wen u enige oeste? (Meld soort en hoeveelhede)
25. What income not otherwise shown on this form are you or your spouse in receipt of?  
Watter ander inkomste wat nie op die vorm voorkom nie, ontvang u of u eggenoot of eggenote?
26. Ability of applicant to contribute towards own support (if none, state reasons)  
Vermoë van applikant om tot sy eie onderhoud by te dra (indien geen, verstrek redes)
27. Ability of spouse or person with whom you are living together as man and wife to contribute towards support of applicant.  
Vermoë van eggenoot/eggenote of persoon met wie u as man en vrou saamwoon om tot onderhoud van applikant by te dra
28. If spouse is unable to contribute, state reasons.  
Indien eggenoot/eggenote nie kan bydra nie, verstrek redes  
I do solemnly declare that the foregoing statements are true and correct in every particular.  
Ek verklaar plegtig dat die voorafgaande verklarings in alle besonderhede waar en juis is.

WITNESSES:  
GETUIES:

\_\_\_\_\_ Place \_\_\_\_\_  
\_\_\_\_\_ Plek \_\_\_\_\_  
\_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_ Datum \_\_\_\_\_

Right thumb print  
of applicant.

Regterduim afdruk  
van applikant.

1. Certificate of confirmation by responsible person, e.g. location superintendent, social worker, farmer, chief, headman, etc. (See Annexure "A").  
Sertifikaat van bevestiging deur 'n verantwoordelike persoon, bv. lokasie-superintendent, sosiale werker, boer, kaptein, hoofman, ens. (Sien Bylae „A”).

2. I, the undersigned, hereby certify that I have personally examined the application of \_\_\_\_\_  
Ek, die ondergetekende, sertifiseer hierby dat ek die aansoek van \_\_\_\_\_, that the applicant, spouse of the applicant and dependants in the  
persoonlik ondersoek het, dat die applikant, die eggenoot/eggenote  
kraal or residence, appeared before me and that I am satisfied the applicant qualifies for a pension/grant in terms of  
van die applikant en afhanklikes in die kraal of woning voor my verskyn het en dat ek oortuig is dat die applikant geregtig is op 'n pensioen/  
toelae ingevolge

- \* Act No. 38 of 1962, as amended/Wet No. 38 van 1962, soos gewysig,
- \* Act No. 39 of 1962, as amended/Wet No. 39 van 1962, soos gewysig,
- \* Act No. 41 of 1962, as amended/Wet No. 41 van 1962, soos gewysig,

and the Bantu Administration Code "Sosiale Hulpkemas", and that the applicant has been warned that any false statement made by him/ en die Bantoe Administrasie Kose „Sosiale Hulpkemas", en dat die applikant gewaarsu is dat enige valse verklaring deur hom/haar her and recorded herein may lead to cancellation of the pension and the imposition of a fine or imprisonment or both. Furthermore, I am afgelê en hierin vervat aanleiding kan gee tot die kansellering van die pensioen of toelae en die oplegging van 'n boete of gevangenisstraf convinced that all means, circumstances and ability to contribute have been taken into consideration in allocating the amount. of albei. Verder is ek oortuig dat alle middele, vermoë en omstandighede in aanmerking geneem is.

Pension/grant awarded: Basic R \_\_\_\_\_ Additional R \_\_\_\_\_ Bonus R \_\_\_\_\_ from \_\_\_\_\_ 196\_\_\_\_  
Pensioen/toelae toegestaan: Basies Addisioneel Bonus vanaf

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Datum Handtekening  
Designation \_\_\_\_\_  
Ampstitel

(Head or acting head of office only.)  
(Hoof of waarnemende hoof van kantoor alleenlik.)

\* (Delete whichever is not applicable.)  
\* (Haal deur indien nie van toepassing nie.)

File/Lêr No. \_\_\_\_\_

(The information rendered in this form should be confirmed by a person who is conversant with the applicant's circumstances.)  
(Besonderhede op hierdie bylae verstrekk moet bevestig word deur 'n persoon wat vertrou is met applikant se omstandighede.)

OFFICE OF THE BANTU AFFAIRS COMMISSIONER/MAGISTRATE,  
KANTOOR VAN DIE BANTOESAKEKOMMISSARIS/LANDDROS,

To \_\_\_\_\_  
AAN \_\_\_\_\_

DEAR SIR/WAARDE HEER,

**APPLICATION FOR A PENSION OR A DISABILITY GRANT.  
AANSOEK OM PENSIEN OF ONGESKIKTHEIDSTOELAE.**

Name/Naam \_\_\_\_\_  
National Identity Number/Persoonsnommer \_\_\_\_\_

Kindly answer the undermentioned questions in connection with the above-named's application for a pension/grant.  
Geliewe onderstaande vrae te beantwoord in verband met bogenoemde se aansoek om 'n pensioen/toelae.

Your co-operation will be appreciated.  
U samewerking sal op prys gestel word.

Yours faithfully/die uwe,

*Bantu Affairs Commissioner/Magistrate,  
Bantoesakekommissaris/Landdros.*

(Delete whatever is not applicable.)  
(Skrap wat nie van toepassing is nie.)

1. Place and Country of Birth \_\_\_\_\_  
Plek en land van geboorte \_\_\_\_\_
2. Place and Country of Residence \_\_\_\_\_  
Plek en land waar woonagtig \_\_\_\_\_
3. Date from which resident there \_\_\_\_\_  
Van welke datum daar woonagtig \_\_\_\_\_
4. Marital state \_\_\_\_\_  
Huwelikstaat \_\_\_\_\_  
(State whether applicant lives together with someone as man and wife.)  
(Meld of applikant met iemand saamwoon as man en vrou.)
5. Earnings of applicant \_\_\_\_\_  
Verdiensie van applikant \_\_\_\_\_
6. Does applicant receive rations; if so, furnish particulars \_\_\_\_\_  
Kry applikant rantsone; indien ja, verstrekk besonderhede \_\_\_\_\_
7. Earnings of spouse \_\_\_\_\_  
Verdiensie van eggenoot/eggenote \_\_\_\_\_
8. Does applicant or spouse receive any other money? \_\_\_\_\_  
Ontvang applikant of eggenoot/eggenote enige ander geld? \_\_\_\_\_  
Amount/Bedrag R. \_\_\_\_\_
9. Earnings of children \_\_\_\_\_  
Verdiensie van kinders \_\_\_\_\_
10. Livestock of children \_\_\_\_\_  
Getalle vee van kinders \_\_\_\_\_
11. Monetary assistance by children \_\_\_\_\_  
Geldelike hulp deur kinders \_\_\_\_\_
12. Does spouse possess any property? \_\_\_\_\_ If so, state—  
Besit eggenoot/eggenote enige eiendom? \_\_\_\_\_ Indien wel, meld—  
(1) Type \_\_\_\_\_ (2) Number of rooms \_\_\_\_\_  
Type \_\_\_\_\_ Getal kamers \_\_\_\_\_  
(3) Number of rooms let \_\_\_\_\_ (4) Monthly rental received \_\_\_\_\_  
Getal kamers verhuur \_\_\_\_\_ Maandelikse huur ontvang \_\_\_\_\_  
(5) Stand rent payable \_\_\_\_\_  
Standplaashuur betaalbaar \_\_\_\_\_
13. Number of livestock possessed by applicant or spouse:—  
Hoeveel vee besit applikant of eggenoot/eggenote?  
(1) Cattle \_\_\_\_\_ (3) Goats \_\_\_\_\_ (5) Poultry \_\_\_\_\_ (7) Donkeys \_\_\_\_\_  
Beeste \_\_\_\_\_ Bokke \_\_\_\_\_ Pluimvee \_\_\_\_\_ Donkies \_\_\_\_\_  
(2) Sheep \_\_\_\_\_ (4) Pigs \_\_\_\_\_ (6) Horses \_\_\_\_\_  
Skape \_\_\_\_\_ Varke \_\_\_\_\_ Perde \_\_\_\_\_
14. Size of land husband/wife receive for tilling \_\_\_\_\_  
Grootte land wat eggenoot/eggenote kry om te bewerk \_\_\_\_\_  
and crop for the last year \_\_\_\_\_  
en oes vir afgelope jaar \_\_\_\_\_
15. Occupants of dwelling, village, or kraal and relationship to applicant; state sex and estimated ages \_\_\_\_\_  
Inwoners van huis, dorp of kraal en verwantskap met applikant; meld geslag en geskatte ouderdomme \_\_\_\_\_
16. If any other pensioners are resident in the kraal or dwelling, furnish their names and pension national identity numbers \_\_\_\_\_  
As daar enige ander pensioentrekkers in die kraal of huis woonagtig is, meld hulle name en pensioen persoonsnommers \_\_\_\_\_
17. What is the estimated age of the applicant? \_\_\_\_\_  
Wat skat u applikant se ouderdom? \_\_\_\_\_  
Are you of opinion that this applicant is entitled to a pension or grant? If so, state reasons. Any other remarks will be welcome.  
Is u van mening dat 'n pensioen of toelaag in hierdie geval geregverdig is? Indien wel geliewe u redes te verstrekk. Enige opmerkings sal verwelkom word.

*Signature or right thumbprint of responsible person.  
Handtekening of Regterduimafdruk van verantwoordelike persoon.*

Date \_\_\_\_\_  
Datum \_\_\_\_\_

Annexure No. 2.

B.A. 234.

Right Thumb Print.

STRICTLY PRIVATE AND CONFIDENTIAL.

District \_\_\_\_\_

### EXAMINATION FOR ADMISSION TO REGISTER OF BLIND BANTU.

Name of Person Examined \_\_\_\_\_  
National Identity No. \_\_\_\_\_  
Sex \_\_\_\_\_ Ethnic Group \_\_\_\_\_  
Occupation at Present (if any) \_\_\_\_\_  
Date of Birth (if possible), if not, Estimated Age \_\_\_\_\_  
Previous Occupation (Specify) \_\_\_\_\_  
Full Residential Address \_\_\_\_\_

1. History of Case.
    - (a) Approximate age of onset of eye-trouble which led to blindness \_\_\_\_\_
    - (b) Age at which applicant became blind \_\_\_\_\_
  2. Cause of Eye-defects Found.
 

What in your opinion is the probable cause of applicant's eye condition? \_\_\_\_\_
- If cataract, state when operable \_\_\_\_\_
- Do you recommend surgical or medical treatment? Yes or No \_\_\_\_\_
- Is applicant prepared to submit to such treatment? \_\_\_\_\_

NOTE.—The answer to this question is required in order that such reliable information as is possible may be obtained as to the causes of blindness with a view to assisting in devising appropriate measures for its prevention. It is, therefore, of importance that great care should be taken in making this reply as accurate as possible. The chief causes of blindness may be classified under the following headings:—

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>(i) Ophthalmia Neonatorum:—           <ul style="list-style-type: none"> <li>(a) Due to neglect.</li> <li>(b) Due to Parental Gonorrhoea.</li> </ul> </li> <li>(ii) Venereal Diseases: (Specify):—           <ul style="list-style-type: none"> <li>(a) Acquired.</li> <li>(b) Congenital.</li> </ul> </li> <li>(iii) Trachoma.</li> <li>(iv) Local infection of the coats of eyes.</li> <li>(v) Specific fevers and infectious diseases (e.g., meningitis, small-pox, measles, etc.).</li> <li>(vi) Congenital, hereditary and developmental defects.</li> </ul> | <ul style="list-style-type: none"> <li>(vii) Cataract.</li> <li>(viii) Trauma:—           <ul style="list-style-type: none"> <li>(a) Birth trauma.</li> <li>(b) Industrial trauma.</li> <li>(c) Non-industrial trauma (including systemic poisoning, e.g., lead, tobacco, alcohol).</li> </ul> </li> <li>(ix) Glaucoma.</li> <li>(x) General Diseases (e.g., arterio sclerosis, diabetes, nephritis, tuberculosis, and including disorders of pregnancy and childbirth).</li> </ul> |
|--|---|

3. Other Disabilities.
 

Is there any physical or mental disability in addition to blindness (deafness, lameness, epilepsy, deaf-mutism, etc.)? If so, specify \_\_\_\_\_

4. Certificate.
 

The answers to the following questions must be YES or NO:

  - (i) In your opinion, is the applicant's vision so restricted that he is unable by reason of such restriction to perform any work for which eyesight is essential? (The reply must be confined to the condition of his eyes, and any other condition, e.g., disability of mind or body must be excluded) \_\_\_\_\_
  - (ii) If the person is a child under 19:
    - (a) Is he so blind that he can be appropriately taught only in a special school for *blind* children \_\_\_\_\_
    - If the answer to this question is "NO":
    - (b) Do you consider it likely that the child will be blind within the meaning of the definition set out above, on attaining the age of 19? \_\_\_\_\_

Address of Place of Examination:—  
\_\_\_\_\_

Signature \_\_\_\_\_  
[District Surgeons may add particulars of special ophthalmic qualifications or experience (if any).]

Date \_\_\_\_\_ 19 \_\_\_\_\_

Aanhangsel No. 2.

B.A. 234.

Regterduim-afdruk.

STRENG PRIVAAT EN VERTROULIK.

Distrik \_\_\_\_\_

### ONDERSOEK VIR OPNEMING IN REGISTER VAN BLINDE BANTOE.

Naam van ondersoekte persoon \_\_\_\_\_  
Persoonsnommer \_\_\_\_\_  
Geslag \_\_\_\_\_ Etniese groep \_\_\_\_\_  
Teenswoordige beroep (indien enige) \_\_\_\_\_  
Geboortedatum (indien moontlik, so nie, benaderde ouderdom) \_\_\_\_\_  
Vorige beroep (spesifiseer) \_\_\_\_\_  
Volledige woonadres \_\_\_\_\_

1. Geskiedenis van die Geval.
  - (a) Benaderde ouderdom by begin van oogkwaal wat die blindheid veroorsaak het \_\_\_\_\_
  - (b) Ouderdom van aplikant toe blindheid ingetree het \_\_\_\_\_

2. Oorsaak van die vasgestelde gebreke van die oë.  
 Wat is, volgens u mening, die waarskynlike oorsaak van die toestand van applikant se oë?  
 Indien oogvlek, meld wanneer verwyder kan word  
 Beveel u operatiewe of mediese behandeling aan? Ja of Nee  
 Is applikant bereid daartoe?

OPMERKING.—Die antwoord op hierdie vraag word verlang om, sover moontlik, betroubare inligting in verband met die oorsaak van die blindheid te verkry, met die oog op doeltreffende maatreëls tot voorkoming daarvan. Daarom is dit noodsaaklik om te sorg dat die antwoord so noukeurig moontlik gegee word. Die hoofoorsake van blindheid kan onder die volgende hoofde saamgevat word:

- (i) Ophthalmia Neonatorum:—
  - (a) Veroorsaak deur verwaarlosing.
  - (b) Veroorsaak deur druipeer by ouers.
- (ii) Venereiese siektes: (Spesifiseer):—
  - (a) Opgeloop.
  - (b) Aangebore.
- (iii) Trachoom.
- (iv) Plaaslike ontsteking van die ooglae.
- (v) Soortelike koors- en aansteeklike siektes (bv., rugmurg ontsteking, pokke, masels, ens.).
- (vi) Aangebore, oorgeërfde in ontwikkelde gebreke.
- (vii) Oogvlek.
- (viii) Verwonding:—
  - (a) Verwonding by geboorte.
  - (b) Industriële verwonding.
  - (c) Nie-industriële verwonding (insluitende stelselmatige vergiftiging, bv., lood, tabak, alkohol).
- (ix) Glaukoom.
- (x) Algemene siektes (bv., arteriosklerose, suikersiekte, nefrit, tering en insluitende versteurings van swangerskap en bevalling).

3. Ander Gebreke.  
 Is daar ander liggaams- of geestesgebreke behalwe blindheid aanwesig (doofheid, lamheid, vallende siekte, doofstomheid, ens.)? Indien ja, spesifiseer.

4. Sertifikaat.  
 Die antwoorde op die volgende vrae moet JA of NEE wees:  
 (i) Is applikant se gesigsvermoë volgens u mening so beperk dat hy nie in staat is om enige werk te doen waarvoor gesig 'n vereiste is nie? (Die antwoord moet net tot die toestand van die oë bepaal, en enige ander toestand, bv. geestes- of liggaamsgebreke uitgesluit, word).  
 (ii) Indien die persoon 'n kind onder die ouderdom van 19 jaar is:  
 (a) Is hy so blind dat hy net in 'n spesiale skool vir blinde kinders behoorlik onderrig kan word?  
 As die antwoord op hierdie vraag „NEE” is:  
 (b) Is u van mening dat die kind, volgens die betekenis van bogenoemde definisie, blind sal wees as die ouderdom van 19 bereik word?

Adres van plek van ondersoek:—  
 Handtekening \_\_\_\_\_  
 Datum \_\_\_\_\_ 19\_\_\_\_\_  
 (Distriksgeneeshere kan besonderhede van eventuele spesiale oogheekundige kwalifikasies of ervaring byvoeg.)

Annexure No. 3. DEPARTMENT OF BANTU ADMINISTRATION AND DEVELOPMENT. B.A. 312.

MEDICAL CERTIFICATE.

(To be used in respect of applications for a Disability Grant.)

Right Thumb Print.
National Identity No.

1. Name in full \_\_\_\_\_ Age \_\_\_\_\_ Sex \_\_\_\_\_  
 (IN BLOCK LETTERS.)  
 2. (a) Is applicant now employed?  
 (b) If "Yes", what is nature of employment?  
 (c) If "No", what was his previous occupation or trade?  
 (d) Date last employed?  
 3. Thorough examination reveals (See Note below)—  
 (chief disabling factor): A \_\_\_\_\_  
 (IN BLOCK LETTERS.)  
 (subsidiary disabilities): B \_\_\_\_\_  
 (IN BLOCK LETTERS.)

NOTE.

- (a) State duration and severity of complaints, especially chest diseases.
  - (b) If cardiovascular system is abnormal, give concise details of exercise tolerance, oedema, blood pressure, urinalysis, etc., when applicable.
  - (c) State visual acuity where ocular defect is marked.
  - (d) Details and operability of herniae are required.
  - (e) In bone and joint affections, state the site and degree of crippling.
4. The general physical and nutritional state is \_\_\_\_\_  
 Is dental attention required?  
 Is dental defect a likely contributory cause of applicant's unfitness?  
 5. The general mental state is \_\_\_\_\_  
 If abnormal, give concise details.  
 If epileptic, state frequency and severity of fits and mental retardation.  
 6. Is applicant intelligent enough for remunerative work of any nature other than unskilled manual labour?  
 7. Is applicant totally disabled for remunerative work of any nature?  
 Permanently? \_\_\_\_\_ Temporarily? \_\_\_\_\_

8. Is applicant only partially disabled? \_\_\_\_\_  
 Permanently? \_\_\_\_\_ Temporarily? \_\_\_\_\_
9. What approximate percentage permanent or temporary disability is present—  
 (a) for occupation referred to in 2 (b) \_\_\_\_\_  
 for occupation referred to in 2 (c) \_\_\_\_\_  
 (b) in open labour market? \_\_\_\_\_
10. Has applicant had hospital or special treatment? \_\_\_\_\_  
 Result? \_\_\_\_\_
11. Will further medical/surgical treatment improve or cure the above described disabilities? \_\_\_\_\_  
 If so, state concisely what treatment is recommended. \_\_\_\_\_
12. General remarks which may further facilitate assessment of disability in terms of this scheme \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature and Designation (if any) of approved  
 Medical Practitioner.

Place \_\_\_\_\_  
 Date \_\_\_\_\_

Aanhangsel No. 3.

B.A. 312.

DEPARTEMENT VAN BANTOE-ADMINISTRASIE EN -ONTWIKKELING.

MEDIJSE SERTIFIKAAT.

(Moet gebruik word ten opsigte van aansoeke om 'n  
 Ongeskiktheidstoelae.)

Regterduim-afdruk.
Persoons- nommer.

1. Naam voluit \_\_\_\_\_  
 (IN DRUKLETTERS.)
- Ouderdom \_\_\_\_\_ Geslag \_\_\_\_\_
2. (a) Werk applikant nou? \_\_\_\_\_  
 (b) Indien „Ja”, watter soort werk? \_\_\_\_\_  
 (c) Indien „Nee”, wat was sy vorige beroep of ambag? \_\_\_\_\_  
 (d) Datum waarop applikant laaste gewerk het. \_\_\_\_\_
3. 'n Deeglike ondersoek toon (sien opmerking onder)—  
 (vernaamste ongeskiktheid): A. \_\_\_\_\_  
 (IN DRUKLETTERS.)
- (bykomstige ongeskikthede): B. \_\_\_\_\_  
 (IN DRUKLETTERS.)

OPMERKING.

- (a) Vermeld duur en graad van kwale veral borskwale.
- (b) As die kardiiovaskulêre stelsel abnormaal is, verstrek beknopte besonderhede van inspanningstoleransie, edeem, bloeddruk, ontleding van urine, ens., as dit van toepassing is.
- (c) Vermeld gesigskerphede waar daar 'n merkbare gesigsdefek is.
- (d) Vermeld besonderhede van breuke en of hulle geopereer kan word.
- (e) By been- en gewrigkwale moet die ligging en graad van verminking vermeld word.
4. Die algemene fisiese en voedingstoestand is \_\_\_\_\_  
 Is slegte tande 'n moontlike mede-oorsaak van applikant se ongeskiktheid? \_\_\_\_\_  
 Word tandheelkundige behandeling vereis? \_\_\_\_\_
5. Die algemene geestelike toestand is \_\_\_\_\_  
 As dit abnormaal is, verstrek beknopte besonderhede \_\_\_\_\_  
 As persoon aan vallende siekte ly, vermeld hoe dikwels en hoe ernstig die aanvalle is eh of daar verstandelike vertraging is \_\_\_\_\_
6. Is die applikant intelligent genoeg om lonende werk van enige ander aard as ongeskoolde hande-arbeid te verrig? \_\_\_\_\_
7. Is applikant heeltemal ongeskik om lonende werk van enige aard te verrig? \_\_\_\_\_  
 Permanent? \_\_\_\_\_ Tydelik? \_\_\_\_\_
8. Is applikant net gedeeltelik ongeskik? \_\_\_\_\_  
 Permanent? \_\_\_\_\_ Tydelik? \_\_\_\_\_
9. Wat is die benaderde persentasie permanente of tydelike ongeskiktheid ten opsigte van—  
 (a) die beroep vermeld in 2 (b) \_\_\_\_\_  
 die beroep vermeld in 2 (c) \_\_\_\_\_  
 (b) Die ope arbeidsmark? \_\_\_\_\_
10. Het applikant hospitaal- of spesiale behandeling geniet? \_\_\_\_\_  
 Resultaat? \_\_\_\_\_
11. Sal verdere geneskundige/heelkundige behandeling bogenoemde ongeskikthede verbeter of genes? \_\_\_\_\_  
 Indien wel, vermeld kortliks watter behandeling aanbeveel word. \_\_\_\_\_
12. Algemene opmerkings wat die vasstelling van die ongeskiktheid ingevolge hierdie skema nog verder sal toelig \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Handtekening en hoedanigheid (indien enige) van  
 goedgekeurde mediese praktesyn.

Plek \_\_\_\_\_  
 Datum \_\_\_\_\_

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