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WAGE DETERMINATION FOR COMMERCIAL DISTRIBUTIVE TRADE

THE following is the full text of the new wage determination for the commercial distributive trade as appearing in the *Gazette Extraordinary* dated December 22. It will come into force on January 1 and will apply to the following areas:—

Transvaal—The municipal areas of Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg, Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Pretoria and Hercules, and the areas falling under the jurisdiction of the Alberton and Elsburg Health Committees.

Cape Province—The municipal areas of Capetown, Simons-town, Port Elizabeth, Walmer, Uitenhage, East London, Cambridge, Goodwood and Parow (excluding that portion of the present municipal area of Parow not previously within the Village Management Board areas of Glenlily, Fairfield and Parow), the Village Management Board areas of Fish Hoek and Bellville.

Natal—The Municipal areas of Durban and Pietermaritzburg and the Local Administration and Health Board areas of Westville, Malvern and Pinetown;

Orange Free State—The municipal area of Bloemfontein.

It is further notified that in terms of paragraph (b) of the proviso to sub section (1) of section sixteen of the said Act the Minister has, after consultation with the Board, excluded from the determination for the period from the 1st day of January, 1940, to the 30th day of June, 1940:—

(1) the following sections of the Commercial Distributive Trade—

(a) the section in which is carried on—

- (i) the sale by wholesale by manufactures (including cereal millers) of the goods manufactured by them;
- (ii) the sale and distribution of the products of a bakehouse from the premises thereof;
- (iii) the sale and distribution of fresh milk;
- (iv) the sale and supply of stone, gravel, sand, road material or other similar products;

(b) the business of a quarry master; and

(2) the following classes of employees—

(a) commissionaires;

(b) employees, the major portion of whose time is spent in the manual operations comprised in hairdressing, shaving and the rendering of other toilet services;

(c) employees of employers engaged in the Commercial Distributive Trade who are also engaged in a business in respect of which a licence, other than one of the licences referred to in the definition of commercial distributive trade contained in Clause 2 of the Schedule herto, is required, if the major portion of such employees' time is spent in connection with such business;

(d) employees, the major portion of whose time is spent in the erection and/or maintenance of machinery,

plant or similar equipment elsewhere than on the premises of their employers;

(e) labourers as defined in clause 2 of the said schedule in the employ of employers—

(i) who sell timber and wood, including the waste products from the processing thereof;

(i) who sell and distribute coal.

(3) native areas as defined in sub-section (2) of section fifty-one of the Industrial Conciliation Act, 1937.

SCHEDULE

Commercial Distributive Trade

1. AREA AND SCOPE OF DETERMINATION

This determination shall apply to all employees employed in the commercial distributive trade and to the employers of such employees in the following areas:—

Transvaal—The municipal areas of Krugersdorp, Randfontein, Roodepoort-Maraiburg, Johannesburg (including the areas formerly falling under the jurisdiction of the Craighall Health Committee and the Greymont Village Council respectively), Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Pretoria and Hercules, and the areas falling under the jurisdiction of the Alberton and Elsburg Health Committees.

Cape Province—The municipal areas of Capetown, Simons-town, Port Elizabeth, Walmer, Uitenhage, East London, Cambridge, Goodwood (formerly known as the Village Management Board area of Goodwood), and Parow (formerly known as the Village Management Board areas of Glenlily), Fairfield and Parow, but excluding that portion of the present municipal area of Parow not previously within the Village Management Board areas of Glenlily, Fairfield and Parow), and the Village Management Board areas of Fish Hoek and Bellville.

Natal—The municipal areas of Durban and Pietermaritzburg and the Local Administration and Health Board areas of Westville, Malvern and Pinetown.

Orange Free State—The municipal area of Bloemfontein.

2. DEFINITIONS

Unless the contrary intention appears, any expression used in this determination which is defined in the Wage Act, 1937, shall have the same meaning as in that Act and any reference to an Act includes any amendment thereof; words importing the masculine gender include females; further, unless inconsistent with the context:—

"assistant despatch clerk" means an employee who, under the supervision of a despatch clerk, is wholly or mainly engaged in performing one or more of the operations referred to in the definition of "despatch clerk."

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Indian Opinion

FRIDAY, DECEMBER 29TH, 1939

A Prayer For The New Year

There is a power within the World able to set men free from fear and anxiety, from hatred and from dread; a power able to bring peace within society and to establish it among the nations.

.....Therefore to friends and to men and women of all nations we dare to say: Turn from the way of strife; admit the power of God into your lives, nor be dismayed at all.

*from the Epistle of London
Yearly Meeting of the
Society of Friends, 1939.*

WITH this issue will end the old year and we shall be entering into the New Year. The whole Christian world has celebrated Christmas in the usual traditional way and yet un-Christian spirit seems to pervade the whole universe. When one is asked to think spiritually, to think of the law of God, the immediate retort comes that we must face realities. Well, Britain and France and their Allies are to-day facing realities with Germany. Germany claims that she is fighting to regain her lost rights. Britain and her Allies claim that they are fighting for the rights and freedom of all small nations and for justice and humanity. In the name of freedom and justice and humanity there is going on in a large part of the world wholesale slaughter of mankind which is the very negation of all known Christian principles.

There is vengeance on both sides, there is aggrandisement on both sides. Britain professes high principles but her actions are contrary to those principles. Her professed principles evoked sympathy for her but her subsequent attitude especially in regard to India, whom

she still persists in holding in bondage by denying her her right of freedom, she has lost much of that sympathy. There is very little sympathy for those who are at war. The sympathy is all for the innocent who are made to suffer. One shudders to think of it all. And yet life goes on as usual. There are Christmas celebrations and there will be New Year celebrations.

South Africa has been the most fortunate in this respect. She has neither economically nor politically been affected by the war. Yet she acts as though she were the unhappiest of all the nations. There seems to be no contentment. Racial bitterness as between the English and the Afrikaans and as between Europeans and non-Europeans is as acute as ever. It is growing instead of diminishing.

We Indians too are not standing united to face our common enemy in this country. Instead of being conscious of the evil that we have to face we are too conscious of the "self" and we are prepared to jeopardise the rights and interests of the whole community for that "self."

These are the evils we have experienced during the present year which is about to end. Added to them are the troubles our brethren are undergoing in our Motherland. However far away we may be, however attached we may be to the land of our adoption we may not forget our Motherland

and the duty we owe her. It is painful to think that after all the bitter struggle that she has passed through she has not been able to free herself from her bondage. It is as painful to think that even in our Motherland our brethren cannot sink their differences and stand united under the banner of one national organisation to be free from the foreign yoke, and that the so-called minorities will lend themselves as tools to be played with in the hands of those who wish to still retain India in bondage. Surely a third party can never settle our national problems. They should be and they have to be settled by ourselves. It is nothing but impertinence on the part of a third party to intervene when it is not wanted by all the disputant parties. This is the sorry picture of our Motherland and it makes our position in this country more difficult by reason of the fact that "slaves at home are slaves abroad."

Thus the present year has not been a happy one and the horrors of war, enslavement and cold blooded slaughter of humankind has made the year as gloomy as can be.

Numerous appeals are made for a peace conference. But human madness appears to have gone so far that no mortal voice could be heard. It is the Divine voice alone that can have any effect. It is for that Voice, that Power, that Supreme Guidance that we have to pray. May that Power bring sanity and peace and happiness to all the people throughout the world is our fervent prayer for the coming New Year.

INDIA AND THE WAR

MR. POLAK'S APPEAL TO BRITISH GOVERNMENT

IN a letter to *The Times*, Mr. H. S. L. Polak writes:—"There are many in this country who would have wished that the Working Committee of the Congress Party had accepted Mahatma Gandhi's advice to offer its unconditional co-operation with the Government of India in the prosecution of the of the war. But, as you rightly remark, "Indian opinion as a whole has been solidly with Great Britain and solidly opposed to German aims and methods." The Congress Party too, whether or not one agrees with its decision, should be included within that solidarity of opinion. And, as you have so often shown, it would not be for the first time that Nazi propagandists have perverted the facts, if, as you say, they now misrepresent the attitude of the Working Committee as "a demonstration in Germany's favour."

"But is it quite fair to the Working Committee to suggest that its request for a clarification of British war aims and for an explanation of their application to India is to be regarded primarily as an attempt to extract political profit from the present international

situation and from Britain's difficulties? Every one knows that there is no party of any substance in British India that is not irrevocably committed to full Responsible Government at the Centre as in the Provinces. The Congress Party, whether or not, it is as fully representative of political opinion as Mahatma Gandhi claims it to be, is the most powerful and influential of them all and, in common with them all, it has insisted in and out of season that the present constitution does not go far enough even now, in the direction commonly desired.

"It has too deeply resented the fact that, as a result of the reservations at the Centre, India was declared to be at war with Germany without consultation with the Central Legislature or even with the foremost party leaders (who are only now being brought individually into consultation) by contrast with the fact that an entirely different procedure was followed in the case of the self-governing Dominions in consequence of the status enjoyed by them under the Statute of Westminster. Had something of that procedure been fol-

lowed in India, it is certain that the response would have been immediate and generous. As Mr. Chinna Durai had pointed out, all Indians with any knowledge of affairs realise what would be their position under German domination.

"Might we not then, instead of drawing distinctions between the attitude of the Princes (splendid as it is), many of whom have yet to learn the alphabet of true democracy and that of the Congress Party, try to get inside its mind, in a spirit of sympathy, and so appeal more effectively to its heart? To ignore it or still worse to treat it as hostile, would, as you rightly say, be neither just nor politic. Is it not rather our function actively, and also by a discreet reticence upon many of the things that are so obvious, to help the Indian party leaders to compose their differences and to give a sense of security to the minorities? If we can do so now, we need have, I am confident, no fear as to the manner and the extent of Indian co-operation with us in the task of destroying Hitlerism in all its manifestations."

INTERESTING SOVIET THEORIES

THE London correspondent of *The Hindu* (Madras) in a letter dated November 7 writes:—"This is as much a war of talk as of lethal weapons. The loud-speaker, blaring propaganda, has even entered the front trenches in the fighting zones. It seems to be the special function of M. Molotov, Soviet Prime Minister, to utter a lot of conflicting and contradictory thoughts about the war and Russia's part in it. In the past week he has delivered two speeches which have, in the main, provoked a good deal of ironical comment. In saying that by the Nazi defeat of Poland "this monstrous product of Versailles is crushed" M. Molotov certainly has disposed of the fallacy that if Britain and France had only acted diplomatically in a proper manner, Soviet Russia would have been willing to defend Poland and resist the Nazi aggression on that country, for quite obviously if Poland was a monstrous product of Versailles the Soviets never had any intention of continuing its existence. His recital of the history of the war at its outset has also aroused something like amused interest. M. Molotov declared on October 31 that Soviet troops entered the territory of Poland only after the Polish State had collapsed and actually ceased to exist.

If this is so then it is obviously a bit of futile nonsense to talk about the prowess of the Red Army in "gallantly overcoming all resistance." We know that war medals are distributed largely for no intelligent reason the soldier can see, but to award them to Soviet troops who had nothing to overcome in battle seems to be the height of absurdity. In his latest speech the Soviet Premier has left us all with a pretty problem to solve. He says that this is a war by the capitalist-Imperialist Powers to spread their domination over the world, and that it is a wicked thing to be fighting for any ideological reasons. We are, it is to be presumed, to forget all the previous brave talk about fighting "Fascism to the Death!" and to conclude that Mr. Gallacher, the Communist Member of Parliament, did not know what he was saying when he declared in the Commons that until the Nazi regime had been overcome there could be no peace in Europe. We must not ask, however, why it is that the first acts of the Soviet authority in the seized areas of former Poland, were the summary shooting or imprisonment of numbers of people who did not share the ideology of the invading Com-

munists. M. Molotov wants the world to believe that there is a big difference between the Imperialist policy of territorial expansion and that of the Soviet Union in extending its domination over half of Poland, and over the Baltic States. He has described as the methods of peace the manner in which his Government has taken under its control another £13,00,000 of people. These are Ukraines, White Russians and Poles living in the territory partitioned with the Nazis. Many of them, no doubt, are glad to be within the Soviet regime, but he would be a very clever man who could define the difference between their transfer to the authority of Moscow and that of the transfer of the Czechs to that of Berlin. M. Molotov may well share with large numbers of people here and elsewhere the idea that this war will turn out to have the same old Imperialist ends, but his Government will have to stop the massing of its troops against Finland and the other threats to that country before some of us are satisfied that the Soviet Union's policy is clearly distinguishable from that of ravening Imperialism.

WAGE DETERMINATION]

[Continued from front page]

"bicycle wheel truer and/or assembler" means an employee who is engaged in truing up bicycle wheels by making the necessary adjustments so that the wheel is true, and/or fitting the component parts of a bicycle or tricycle, i.e., the wheels (including the building up), fork, chain, chain wheels, handlebar, pedals and seat pillar into the frame in order to completely assemble such bicycle or tricycle.

"bicycle wheel truer's and/or assembler's assistant" means employee who, under the supervision of a bicycle wheel truer and/or assembler, assists in the assembling of bicycles and/or tricycles, and/or in the truing up of wheels.

"Casual employee" means an employee who is employed by the same employer on not more than—

- (a) in the case of a labourer, four days in any week;
- (b) in the case of an employee other than a labourer, two days in any week.

"chemist" means an employee in a chemist's establishment who is registered as a chemist and druggist under the Medical, Dental and Pharmacy Act, 1928;

"Chemist-apprentice" means an employee in a chemist's establishment who is bound by a contract of apprenticeship in accordance with the rules framed under section ninety-four (2) (i) of the Medical, Dental and Pharmacy Act, 1928;

"clerical employee" means an employee who is wholly or mainly engaged in writing and/or typing and/or any other form of clerical work, and includes a despatch clerk and a cashier;

"commercial distributive trade" means the trade carried on—

- (a) by holders of bottle liquor licences issued under the Liquor Act, 1928, or any amendment thereof;
- (b) by persons required to take out one or more of the licences specified in the undernoted items of Part I of the Second Schedule to the Licences Consolidation Act, 1925—
 - Item 3—Apothecary;
 - Item 10—Fresh Produce Dealer;
 - Item 11—General Dealer;

- (c) in any shop or premises in respect of which a licence is required in terms of paragraph (2), Item 4 (Baker) of Part I of the Second Schedule to the Licences Consolidation Act, 1925;

"despatch clerk" means an employee who is wholly or mainly engaged in clerical duties and who is responsible for receiving goods into or from a store or warehouse, or from departments, for despatch or delivery and who may supervise the packing and/or assembling of such goods, the checking of packages and the weighing, marking or addressing thereof;

"district 'A'" means the municipal areas of Krugersdorp, Randfontein, Roodepoort-Maraisburg, Johannesburg (including the areas formerly falling under the jurisdiction of the Craighall Health Committee and the Greymont Village Council respectively); Germiston, Boksburg, Benoni, Brakpan, Springs, Nigel, Pretoria, Capetown, Port Elizabeth, Walmer, East London, Cambridge, Durban, Pietermaritzburg and Bloemfontein; the Village Management Board area of Fish Hoeks and the local Administration and Health Board areas of Westville and Malvern;

"district 'B'" means the municipal areas of Hercules, Simonstown and Goodwood (formerly known as the Village Management Board area of Goodwood), and Parow (formerly known as the Village Management Board areas of Glenlily, Fairfield and Parow, but excluding that portion of the present municipal area of Parow not previously within the Village Management Board areas of Glenlily, Fairfield and Parow), the areas falling under the jurisdiction of the Alberton and Elsburg Health Committees, the Village Management Board area of Bellville

and the Local Administration and Health Board areas of Pinetown;

"district 'C'" means the municipal area of Uitenhage;

"dressmaker" means an employee, other than an invisible mender or milliner, who is wholly or mainly engaged in making, altering or repairing any article of women's or children's wearing apparel;

"dressmaker, qualified" means a dressmaker who has had not less than three years' experience;

"dressmaker, unqualified" means a dressmaker who has had less than three years' experience;

"driver of motor vehicle" means an employee wholly or mainly engaged in driving a motor vehicle or steam wagon used for the conveyance of goods, other than a traveller's samples;

"emergency work" means any work which, owing to causes such as fire, storm, accident, act of violence or theft, must be done without delay;

"establishment" means any premises in or in connection with which one or more employees are employed in the commercial distributive trade;

"experience" means—

- (a) in relation to a chemist-apprentice and an unregistered chemist-assistant, the total period or periods of employment which an employee has had in a chemist's establishment, in either or both capacities, and as a shop assistant in such establishment, including any period spent at an institution recognised by the South African Pharmacy Board in terms of the provisions of section twenty-seven of the Medical, Dental and Pharmacy Act, 1928;

- (b) in relation to a traveller, shop assistant, clerical employee, dressmaker, milliner or invisible mender, the total period or periods of employment which an employee has had as a traveller, shop assistant, clerical employee, dressmaker, milliner, or invisible mender respectively;

"female shop-assistant or clerical employee, qualified" means a female shop assistant or clerical employee who has had not less than five years' experience as a shop-assistant or clerical employee respectively;

"female shop-assistant or clerical employee, unqualified" means a female shop assistant or clerical employee who has had less than five years' experience as a shop assistant or clerical employee respectively;

"invisible mender" means an employee engaged in repairing any article of clothing by hand, using the stoating-fine-drawing or sentering process according to the kind of tear or damage and material;

"invisible mender, qualified" means an invisible mender who has had not less than three years' experience;

"invisible mender, unqualified" means an invisible mender who has had less than three years' experience;

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

- (a) cleaning premises, vehicles, animals, utensils, machinery, implements, tools or other articles;
- (b) loading or unloading vehicles;
- (c) carrying, moving, stacking or unpacking, goods and who may in connection therewith occasionally operate a goods lift;
- (d) sorting packages or parcels; wrapping up parcels;
- (e) filling bottles or other containers for stock;
- (f) affixing printed or ready addressed labels on to bottles, boxes, bales or other packages; stencilling and/or marking boxes, bales or other packages;
- (g) opening or closing doors, boxes, bales or other packages;
- (h) making or maintaining fires or removing refuse or ashes;

- (i) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle or hand-propelled vehicle;
- (j) collecting cash in the case of "C.O.D." sales or accepting written orders;
- (k) assisting on delivery vans or vehicles;
- (l) tending, harnessing or unharnessing animals;
- (m) oiling or greasing vehicles, other than motor vehicles;
- (n) making tea or similar beverages;

and includes a night watchman, a bicycle wheel truer's and/or assembler's assistant and an employee performing any work similar to the operations specified in paragraphs (a) to (n) inclusive, but does not include an employee who is engaged exclusively in operating a goods lift;

"local authority" includes any municipal council, borough council, town council, village council, town board, village management board, local board, health board, divisional council or any like institution;

"male shop assistant or clerical employee, qualified" means a male shop assistant or clerical employee who has had not less than six years' experience as a shop assistant or clerical employee respectively;

"male shop assistant or clerical employee, unqualified" means a male shop assistant or clerical employee who has had less than six years' experience as a shop assistant or clerical employee respectively;

"milliner" means an employee who is engaged in making, trimming, altering or renovating women's or children's hats;

"milliner, qualified" means a milliner who has had not less than three years' experience;

"milliner, unqualified" means a milliner who has had less than three years' experience;

"monthly employee" means an employee who is paid by the month;

"orderman" means an employee who, on a private house-to-house round, is wholly or mainly engaged in inviting, soliciting or canvassing orders from persons for the sale and supply to them of goods for their use or consumption and not for resale, and who may, in addition, perform the duties of a shop assistant as herein defined;

"packer" means an employee who is wholly or mainly engaged in packing goods for transport or delivery;

"passenger lift attendant" means an employee who is wholly or mainly engaged in operating a passenger lift;

"pay load" means the net carrying capacity or the net load which a motor vehicle may carry or haul in terms of any motor carrier certificate or certificate of exemption issued in respect of such vehicle by the Central Road Transportation Board, or any Local Road Transportation Board, under the provisions of the Motor Carrier Transportation Act, 1930, or in terms of a certificate of fitness issued in respect of such vehicle by any local authority, whichever net carrying capacity or net load may be the greater;

"piece-work" or "task-work" means any system under which an employee's remuneration is based on the quantity or output of work done; but does not include the payment of commission on sales;

"remuneration" means any payment in money or in kind or both in money and in kind, made or owing to any person, which arises in any manner whatsoever out of employment;

"shop assistant" means an employee who is wholly or mainly engaged in one or more of the following duties—

- (a) attending to customers in an establishment;
- (b) displaying goods;
- (c) keeping and controlling stock; and
- (d) assembling orders;

and includes a shop-walker, orderman, storeman and/or warehouseman, assistant storeman, ticket-writer and a motor car salesman;

For the purpose of this definition the expression "assembling orders" means the getting out from stock and putting together of goods required to fulfill orders using an order form or invoice;

"storeman and/or warehouseman" means an employee who is in general charge of stores and who is responsible for receiving goods into stores and the storing and handling of same, the delivery of same out of store to departments or for transit and/or for packing within the store or warehouse and the unpacking thereof;

"sample-boy" means an employee who accompanies a traveller on his journey and assists the traveller in driving and in the packing, unpacking and displaying of samples;

"telephone operator" means an employee who is wholly or mainly engaged in receiving an relaying telephone calls or operating a switchboard;

"trailer" means any conveyance which is attached to and drawn by a motor vehicle or a steam wagon, but does not include the first conveyance attached to and drawn by a tractor or the vehicle known as a "mechanical horse;"

"traveller" means an employee, other than an orderman, who, as the travelling representative of trading establishment, on behalf of such establishment invites, canvases or solicits orders from duly licensed trader and/or other persons for the sale and/or supply to them of goods for re-sale and/or for use or consumption by such traders or other persons;

"uniform" means an article or articles of wearing apparel, distinctive in design and colour;

"unregistered chemist-assistant" means an employee in a chemist's establishment, other than a chemist, who has completed any one of the periods of apprenticeship as prescribed in section twenty-seven of the Medical, Dental and Pharmacy Act, 1928;

"unregistered chemist-assistant, qualified" means an unregistered chemist-assistant who has had not less than six years' experience;

"unregistered chemist-assistant, unqualified" means an unregistered chemist-assistant who has had less than six years' experience;

"weekly employee" means an employee who is paid by the week.

3. REMUNERATION.

(1) The minimum rates at which remuneration shall be paid by an employer to each member of the undermentioned classes of employees shall be as follows:—

	In Districts A, B and C.					
	Per week.			Per month.		
	£	s.	d.	£	s.	d.
Chemist	6	18	6	30	0	0
Unregistered Chemist-assistant, qualified ...	4	16	11	21	0	0
Chemist-apprentice and Unregistered Chemist-assistant, unqualified—						
During the first year of experience ...	1	7	8	6	0	0
During the second year of experience ...	1	16	11	8	0	0
During the third year of experience ...	2	6	2	10	0	0
During the fourth year of experience ...	2	17	6	12	10	0
During the fifth year of experience ...	3	9	3	15	0	0
During the sixth year of experience ...	4	3	1	18	0	0
Thereafter	4	6	11	21	0	0
Traveller—Male—						
During the first six months of experience ...	5	3	10	22	10	0
During the second six months of experience ...	5	15	5	25	0	0
Thereafter	6	18	6	30	0	0
Traveller—Female—						
During the first six months of experience ...	4	0	9	17	10	0
During the second six months of experience ...	4	12	4	20	0	0
Thereafter	5	3	19	22	19	0
Driver of Motor Vehicle—						

In the Municipal areas of Capetown, Simons-town, Goodwood (formerly known as the Village Management Board area of Glenlily, Fairfield and Parow, but excluding that portion of the present municipal area of Parow not previously within the Village Management Board areas of Glenlily, Fairfield and Parow), and the Village Management Board areas of Fish Hoek and Bellville, of a pay-load of—

	Per Week.	Per Month.			
	£ s. d.	£ s. d.			
(i) Up to and including 6,000 lb.	3 0 0	13 0 0	(v) Over 10,000 lb. and up to 14,000 lb.	6 0 0	21 13 4
(ii) Over 6,000 lb. and up to 8,000 lb.	3 10 0	15 3 4	(vi) Over 14,000	6 0 0	26 0 0
(iii) Over 8,000 lb. and up to 10,000 lb.	4 0 0	17 6 8	(vii) Driving a steam wagon	6 0 0	26 0 0
(iv) Over 10,000 lb. and up to 12,000 lb.	4 10 0	19 10 0	In district "C"	2 10 0	10 16 8
(v) Over 12,000 lb. and up to 14,000 lb.	5 0 0	21 13 4	In all other areas not hereinbefore specified, of a pay-load of—		
(vi) Over 14,000 lb. and up to 16,000 lb.	5 10 0	23 16 8	(i) Up to and including 2,000 lb.	3 0 0	13 0 0
(vii) Over 16,000 lb.	6 0 0	26 0 0	(ii) Over 2,000 lb. and up to 6,000 lb.	3 10 0	15 3 4
In all areas within the Province of the Transvaal as specified in Clause 1 of this Determination, of a pay-load of—			(iii) Over 6,000 lb. and up to 10,000 lb.	4 10 0	19 10 0
(i) Under 2,000 lb.	3 0 0	13 0 0	(iv) Over 10,000 lb.	5 10 0	23 16 8
(ii) 2,000 lb. and over, but not including 6,000 lb.	3 10 0	15 3 4	(v) Driving a steam wagon	5 10 0	23 16 8
(iii) Over 6,000 lb.	3 17 6	16 15 10	Trailers: —An employee who during any day drives a motor vehicle or a steam wagon to which there is attached one or more trailers, shall, in addition to the above remuneration, be paid not less than 2s. 6d. per day, with a maximum of 10s. in any week, in respect of each such trailer; provided that this sub-clause shall not operate so as to increase the minimum remuneration payable to a driver of a motor vehicle beyond £6 10s. per week.		
(iv) Over 6,000 lb. and up to 10,000 lb.	4 5 0	18 8 4			

	In District A.		In District B.		In District C.	
	Per Week.	Per Month.	Per Week.	Per Month.	Per Week.	Per Month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Male shop assistant, qualified	4 16 11	21 0 0	3 9 3	15 0 0	3 2 4	13 10 0
Male clerical employee, qualified						
Male shop assistant, unqualified—						
Male clerical employee, unqualified—						
During the first year of experience	1 7 8	6 0 0	0 18 6	4 0 0	0 18 6	4 0 0
During the second year of experience	1 16 11	8 0 0	1 6 11	5 16 8	1 5 9	5 11 8
During the third year of experience	2 6 2	10 0 0	1 15 5	7 13 4	1 13 1	7 3 4
During the fourth year of experience	2 17 8	12 10 0	2 3 10	9 10 0	2 0 5	8 15 0
During the fifth year of experience	3 9 3	15 0 0	2 12 4	11 16 8	2 7 8	10 6 8
During the sixth year of experience	4 3 1	18 0 0	3 0 9	3 13 4	2 15 0	11 18 4
Thereafter	4 16 11	21 0 0	3 9 3	15 0 0	3 2 4	13 10 0
Female shop assistant, qualified	2 10 9	11 0 0	1 16 11	8 0 0	1 12 4	7 0 0
Female clerical employee, qualified						
Female shop assistant, unqualified—						
Female clerical employee, unqualified—						
During the first year of experience	1 7 8	6 0 0	0 18 6	4 0 0	0 18 6	4 0 0
During the second year of experience	1 12 4	7 0 0	1 1 11	4 15 0	1 1 11	4 15 0
During the third year of experience	1 16 11	8 0 0	1 5 5	5 10 0	1 4 3	5 5 0
During the fourth year of experience	2 1 6	9 0 0	1 8 10	6 5 0	1 6 7	5 15 0
During the fifth year of experience	2 6 2	10 0 0	1 12 4	7 0 0	1 8 10	6 5 0
Thereafter	2 10 9	11 0 0	1 16 11	8 0 0	1 12 4	7 0 0

				In Districts A, B and C.	
				Per Week.	Per Month.
				£ s. d.	£ s. d.
Dressmaker, qualified	...	...	...	2 5 0	9 15 9
Milliner, qualified	...	...	...		
Invisible mender, qualified	...	...	...		
Dressmaker, unqualified—					
Milliner, unqualified—					
Invisible mender, unqualified—					
During the first six months of experience	...	...	...	0 19 0	4 2 4
During the second six months of experience	...	...	...	1 2 0	4 15 4
During the third six months of experience	...	...	...	1 5 0	5 8 4
During the fourth six months of experience	...	...	...	1 10 0	6 10 0
During the fifth six months of experience	...	...	...	2 0 0	8 13 4
Thereafter	...	...	...	2 5 0	9 15 9

	In District A.		In District B.		In District C.	
	Per Week.	Per Month.	Per Week.	Per Month.	Per Week.	Per Month.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Bicycle wheel truer and/or assembler	1 16 11	8 0 0	1 10 0	6 10 0	5 5	5 10 9
Passenger lift attendant						
Telephone operator; assistant despatch clerk						
Caretaker (other than a night-watchman)						
Sample boy						
Employees not elsewhere specified						

Packer and employee weighing-up goods for stock—

The minimum weekly rate of remuneration which shall be paid by an employer to a packer and to an employee engaged in weighing-up goods for stock shall be not less than the weekly remuneration prescribed for a labourer in the area in which such packer and/or employee engaged in weighing-up goods for stock is employed, plus 15 per cent.

Labourer and night-watchman—

	Of the age of 18 years and over			Under the age of 18 years		
	Per Week	Per Month		Per Week	Per Month	
	£ s. d.	£ s. d.		£ s. d.	£ s. d.	
In the municipal areas of Capetown and Port Elizabeth	—	—		1 2 6	4 17 6	
For a period of one year from the date of coming into operation of this determination	1 7 8	6 0 0		—	—	
Thereafter	1 10 0	6 10 0		—	—	
In the municipal area of Johannesburg (including the areas formerly under the jurisdiction of the Craighall Health Committee and the Greymont Village Council respectively)	1 7 8	6 0 0		1 1 0	4 11 0	
In the municipal areas of East London, Krugersdorp, Randfontein, Germiston, Roodepoort-Maraisburg, Boksburg, Benoni, Brakpan, Springs, Nigel and Pretoria	—	—		18 6	4 0 2	
For the period of one year from the date of coming into operation of this determination	1 2 0	4 15 4		—	—	
Thereafter	1 5 0	5 8 4		—	—	
In the municipal areas of Hercules, Walmer, Cambridge, Goodwood (formerly known as the Village Management Board area of Goodwood), Simons-town and Parow (formerly known as the Village Management Board area of Glenlily, Fairfield and Parow, but excluding that portion of the present municipal area of Parow not previously within the Village Management Board areas of Glenlily, Fairfield and Parow), and the areas falling under the jurisdiction of the Alberon and Elsburg Health Committees, and the Village Management Board areas of Fish Hoek and Bellville	—	—		18 0	3 18 0	
For the period of one year from the date of coming into operation of this determination	1 1 0	4 11 0		—	—	
Thereafter	1 4 0	5 4 0		—	—	
In the municipal areas of Bloemfontein and Durban	—	—		15 0	3 5 0	
For the period of one year from the date of coming into operation of this determination	1 0 0	4 6 8		—	—	
Thereafter	1 2 0	4 15 4		—	—	
In the municipal areas of Pietermaritzburg, Uitenhage and the local administration and Health Board areas of Westville, Malvern and Pinetown	—	—		12 6	2 14 2	
For the period of one year from the date of coming into operation of this determination	18 0	3 18 0		—	—	
Thereafter	1 0 0	4 6 8		—	—	

Driver of animal-drawn vehicle—

The remuneration payable to an employee wholly or mainly engaged in driving an animal drawn vehicle shall be not less than the remuneration prescribed for a labourer for the area in which he is employed, plus an amount of not less than one shilling and twopence per week if he is a weekly employee, or five shillings per month if he is a monthly employee.

(2) Casual Employees.—The minimum rates at which remuneration shall be paid by an employer to a casual employee for each day or part of a day of employment shall be as follows:—

(a) In the case of all those employees for whom a rising scale of remuneration is prescribed in sub-clause (1), one-fifth of the highest weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform, in the area in which he is employed.

(b) In the case of all other employees one-fifth of the weekly remuneration prescribed for an employee performing the same class of work as the casual employee is required to perform in the area in which he is employed.

(3) Basis of Contract.—Every employee shall be deemed to be a weekly employee unless he falls within the definition of a "casual employee" and shall be paid not less than the full weekly remuneration prescribed in sub-clause (1) for an employee of his class, subject to the provisions of clause 4 (6), whether he has worked full time or less, and be subject to the other conditions (in so far as they may be applicable) prescribed for such employee.

(4) Bicycle Allowance.—An employee who is required to provide his own bicycle for use in his work shall be paid not less than one shilling and sixpence per week in addition to the remuneration prescribed in sub-clause (1) for an employee of his class.

(5) Transport and/or Subsistence Allowance.—In addition to the remuneration prescribed in sub-clause (1)—

(a) a traveller shall be paid all reasonable transport and/or subsistence expenses incurred by him in the performance of his duties; and

(b) a sample-boy shall be paid a subsistence allowance of not less than one shilling in respect of every night spent away from the traveller's headquarters during any journey.

(6) Remuneration during Sickness.—An employee who has completed three months' employment with the same employer and who is absent from work through sickness, or accident not caused by the employee's own neglect or misconduct, shall be paid not less than the weekly remuneration which the employee was receiving immediately prior to the date on which he became sick divided by six for each day of such absence not exceeding twelve working days in the aggregate in any one year of employment, calculated from the date of coming into operation of this determination or from the date on which the employee entered his employer's service whichever is the later:

Provided that an employer may—

(a) require his employee to produce a medical certificate in respect of any absence in excess of three days, in proof of such sickness or accident;

(b) deduct the amount of any compensation payable under the provisions of the Workmen's Compensation Act, 1934, in respect of such sickness or accident;

(c) deduct any amount paid for medical and/or hospital treatment under the provisions of any Masters' and Servants' Law arising out of such sickness or accident.

(7) Leave Remuneration.—The remuneration due to an employee in terms of clause 6 (1) shall be paid before the date of the commencement of such annual leave: Provided that if an employer requires an employee to take leave before the completion of the year of employment to which it relates, leave remuneration shall become due and be paid before the commencement of such period of leave.

(8) Differential Rates.—Notwithstanding the remuneration prescribed for different classes of employees in sub-clause (1), an employee, other than a casual employee, who on any day is required or permitted, for longer than one hour, to perform the work of one or more employees for whom a higher rate or higher rates of remuneration are prescribed in this clause than the rate prescribed for the first mentioned employee shall, in respect of the whole of such day, be paid at the higher or highest of such rates.

(9) Calculation of Daily Remuneration.—For the purposes of sub-clause (8) the remuneration payable in respect of any one day shall be not less than one-sixth of the weekly remuneration prescribed in sub-clause (1) for the particular class of work performed.

(10) Incremental Date.—Increments due to an employee

in terms of sub-clause (1) shall be calculated from the first or fifteenth day of the month next succeeding the date on which the employee commenced his contract of employment.

(11) Calculation of Monthly Remuneration.—Whenever it is necessary to calculate the weekly equivalent of the remuneration payable to a monthly employee the amount due shall be ascertained by dividing the monthly remuneration by four and one-third.

4. Payment of Remuneration.

(1) Employees other than Casual Employee.—Remuneration shall become due and be paid in cash either weekly or monthly, during working hours, on the usual pay day of the establishment.

(2) Casual Employees.—A casual employee shall be paid his remuneration on termination of his contract of employment.

(3) Premiums.—No payment shall be made to or accepted by an employer, either directly or indirectly, in respect of the employment or training of any employee.

(4) Purchase of Goods.—An employer shall not require his employee to purchase any goods from him or from any shop or person nominated by him.

(5) Board and Lodging.—Subject to the provisions of the Natives (Urban Areas) Act, 1923, an employee shall not require his employee to board and/or lodge with him or at any place nominated by him.

(6) Fines and Deductions.—An employer shall not levy any fines against his employee nor shall he make any deductions from his employee's remuneration, other than the following:—

- (a) With the written consent of his employee deductions for holiday, sick, insurance, provident and/or pension funds or trade union subscriptions;
- (b) subject to the provisions of clause 3 (6), when an employee absents himself from work, a deduction proportionate to the period of such absence;
- (c) a deduction of any amount which an employer by any law or any order of any competent court is required or permitted to make;
- (d) subject to the provisions of sub-clause (4), with the written consent of his employee a deduction of any amount due to an employer for goods purchased from him by his employee;
- (e) a deduction of any cash advanced by an employer to his employee;
- (f) a deduction of any amount referred to in the provisos (b) and (c) to clause 3 (6);
- (g) when an employee has agreed to accept board and/or lodging from his employer, a deduction not exceeding the amounts specified hereunder:—
 - (i) Caretakers, sample-boys, bicycle wheel truers and/or assemblers, packers, labourers and drivers of animal drawn vehicles, assistant despatch clerks and employees engaged in weighing up for stock, passenger lift attendants and telephone operators—

	Per Week.			Per Month.		
	£	s.	d.	£	s.	d.
Board	0	3	0	0	13	0
Lodging	0	2	0	0	8	8
Board and lodging	0	5	0	1	1	8
(ii) All other employees—						
Board	0	12	11	2	16	0
Lodging	0	4	7	1	0	0
Board and lodging	0	17	6	3	16	0

5. Hours of Work, Ordinary and Overtime and Payment for Overtime.

(1) Ordinary Hours of Work.—The ordinary hours of work of an employee, excluding meal hours, shall not exceed in the case of—

(a) employees other than those wholly or mainly engaged in the despatch, delivery or receipt of goods and labourers—

- (i) forty-six hours in any week of six working days;
- (ii) eight and one-sixth hours per day on five days in the week;
- (iii) five and one-sixth hours on the day observed as a weekly half-holiday;

(b) employees wholly or mainly engaged in the despatch or receipt of goods, labourers (other than those referred to in paragraph (c)) and employees wholly

or mainly engaged in supervising the work of such employees—

- (i) forty-eight hours in any week of six working days;
- (ii) eight and a half hours per day on five days in the week;
- (iii) five and a half hours on the day observed as a weekly half-holiday;

(c) employees wholly or mainly engaged in the delivery of goods and employees engaged in cleaning premises—

- (i) fifty-two hours in any week of six working days;
- (ii) nine and one-sixth hours per day on five days in the week;
- (iii) six and one-sixth hours on the other day of the week;

Provided that—

- (1) where an employee is required to attend to a customer after the completion of the ordinary hours of work referred to in sub-paragraphs (ii) and (iii) of paragraph (a), the said ordinary hours of work may be exceeded in respect of that employee by not more than fifteen minutes on any one day, and such excess shall not be reckoned as time worked;
- (2) within the municipal areas of Capetown, Durban, Pietermaritzburg and Port Elizabeth, the daily hours prescribed in sub-paragraph (ii) of paragraph (a) and sub-paragraph (ii) of paragraph (b) may be exceeded by one and a half hours on the late closing day if by such extension the limitation referred to in sub-paragraph (i) of paragraph (a) or sub-paragraph (i) of paragraph (b), as the case may be, is not exceeded;
- (3) subject to the fourth proviso an employer shall not employ an employee for more than five hours continuously without an interval of at least one hour on any day, other than the day observed as a weekly half-holiday, or, in the areas referred to in the second proviso, during the afternoon of the late closing day;
- (4) on any day when overtime is worked the period of one hour referred to in the third proviso may be reduced to thirty minutes if the employee agrees to such reduction.

For the purpose of the third proviso to this sub-clause and subject to the provisions of the fourth proviso to this sub-clause and of sub-clause (2), an employee who is employed during two or more periods of work broken by intervals of less than one hour, the said periods of work totalling in the aggregate more than five hours, shall be deemed to have been employed for more than five hours continuously.

(2) Rest Intervals.—An employer shall grant to each employee, other than a traveller, sample-boy, or an employee engaged in the delivery of goods—

- (a) a rest interval of not less than ten minutes at as nearly as practicable the middle of each morning and afternoon work period, and such interval shall, for the purpose of calculating remuneration, be reckoned as part of the ordinary working hours;
- (b) in the areas referred to in the second proviso to sub-clause (1), during the afternoon work period of the late closing day a rest interval of not less than thirty minutes, to those employees who remain at work on such day later than the usual closing time on the other days of the week, instead of the afternoon interval referred to in paragraph (a), and such interval shall not be reckoned as time worked.

(3) Hours of Work to be Consecutive.—Subject to the third proviso to sub-clause (1) and to the provisions of sub-clause (2), all hours of work shall be consecutive.

(4) Overtime.—Subject to the first and second provisos to sub-clause (1), all hours worked in excess of the ordinary hours prescribed in paragraphs (a) and (b) of sub-clause (1) shall be deemed to be overtime.

(5) Limitation of Overtime.—An employer shall not require or permit an employee to work overtime for more than, in the case of—

- (a) employees other than those wholly or mainly engaged in the despatch, delivery or receipt of goods—
 - (i) thirty hours in any year;
 - (ii) two hours in any day;

Provided that for the purposes of stocktaking the daily limitation referred to in sub-paragraph (ii) may be exceeded by not more than two hours on not more than two days in any one week;

- (b) employees wholly or mainly engaged in the despatch or receipt of goods and employees engaged in supervising the work of such employees, two hours in any one day;
- (c) employees wholly or mainly engaged in the delivery of goods, six hours in any week and three hours in any day.

Provided that during the period 1st to 24th December inclusive—

- (i) the limitation of overtime referred to in sub-paragraph (i) of paragraph (a) may be extended by not more than fifteen hours if by such extension the daily limitation referred to in sub-paragraph (ii) of paragraph (a) be not exceeded;
- (ii) the limitations of overtime hours referred to in paragraphs (b) and (c) may be extended by not more than one hour in any day on not more than fifteen days.

(6) Payment for Overtime.—(a) An employee, other than a casual employee, dressmaker, milliner, invisible mender, labourer and an employee wholly or mainly engaged in the despatch, delivery or receipt of goods, shall be paid not less than one and a quarter times the weekly remuneration prescribed for an employee of his class in clause 3 divided by forty-six for each hour, or part thereof, of overtime in excess of thirty hours in any year.

(b) An employee wholly or mainly engaged in the despatch, delivery or receipt of goods and a labourer shall be paid not less than one and a quarter times the weekly remuneration prescribed for an employee of his class in clause 3 divided by forty-eight for each hour, or part thereof, of overtime.

(c) A dressmaker, milliner and an invisible mender shall be paid not less than one and a quarter times the weekly remuneration prescribed in clause 3 divided by forty-six for each hour, or part thereof, of overtime.

(7) Sundays and Public Holidays.—An employee who works on a Sunday or public holiday in or in connection with an establishment which by any law, regulation or by-law is permitted to keep open on any such day shall be paid not less than the weekly remuneration prescribed in clause 3 for an employee of his class divided by six: Provided that such employee shall be given one day off duty without pay in the week immediately succeeding the Sunday or public holiday worked.

(8) Savings.—(a) The provisions of this clause shall not apply to any employee who is in receipt of remuneration at the rate of £360 per annum or more, a registered chemist, traveller, sample-boy, night watchman, caretaker, door-keeper, an employee engaged in emergency work, a motor salesman or an employee engaged in the sale, installation, repair or demonstration of radios, refrigerators or other electrical appliances.

(b) The provisions of sub-clause (5) (c) shall not apply to a chemist's delivery employee (or messenger).

6. Annual Leave and Public Holidays.

(1) An employee shall be entitled to and be granted two consecutive weeks' leave (twelve working days) after each year of employment with the same employer, and shall in respect of each week thereof be paid an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date upon which the employee became entitled to annual leave:

Provided that where the employer and the employee agree, such leave need not be consecutive:

Provided further that—

- (a) the period of such leave shall not be concurrent with any period during which the employee is required to undergo training under the South Africa Defence Act, 1912; and
- (b) if any public holiday falls within the period of such leave, such holiday shall be added to the said period as a further period of leave of absence with pay.

(2) The leave to which an employee is entitled in terms of sub-clause (1) shall be granted at a time to be fixed by the employer, provided that if such leave has not been granted earlier it shall be granted within two months of the completion of the year of employment to which it relates.

(3) In lieu of the leave referred to in sub-clause (1) a labourer may, if the employer and employee agree, be paid an amount not less than double the weekly remuneration which he was receiving immediately prior to the date upon which he became entitled to such leave.

(4) An employee whose contract of employment terminates—

- (a) in the first year of employment with the same employer, after the completion of four months' employment but before the completion of such year; and
- (b) in any subsequent year of employment with the same employer, before the completion of such year;

shall upon such termination be paid in respect of each completed month of employment an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination divided by six.

(5) An employee who has become entitled to a period of leave in terms of sub-clause (1) and whose employment terminates before such leave has been granted shall, upon such termination be paid in respect of each week thereof an amount not less than the weekly remuneration which the employee was receiving immediately prior to the date of such termination.

(6) Subject to the provisions of clause 5 (7), in addition to the leave prescribed in sub-clause (1), an employee shall be entitled to and be granted leave on all public holidays and shall be paid in respect of each such holiday not less than one-sixth of the weekly remuneration which the employee was receiving immediately prior to the date of such public holiday.

(7) For the purposes of this clause the expression "the same employer" includes—

- (a) in the case of the death of an employer, the legal representative, heir, legatee, successor or executor of the estate of that employer;
- (b) in the case of insolvency, liquidation or sale of a business, the trustee, liquidator or purchaser of the business;

for the period during which such representative, heir, legatee, successor, executor, trustee, liquidator or purchaser continues to carry on the business in which the employee concerned is employed and—

(c) "employment" shall be deemed to include any period or periods during which an employee—

- (i) is on leave in terms of sub-clause (1);
- (ii) is required to undergo training under the South Africa Defence Act, 1912;
- (iii) is absent from work on the instructions or at the request of the employer;
- (iv) is absent from work owing to sickness or accident;

amounting in the aggregate to not more than thirty days in any year, and shall be deemed to commence—

- (I) in the case of those employees to whom leave has been granted in terms of clause 7 (1) of Determination No. 38, from the date on which such employee became entitled to such leave; and
- (II) in the case of all other employees from the date on which the employee enters the employer's service or the date of coming into operation of this Determination, whichever may be the later.

(8) Any absence or absences referred to in clause 3 (6) shall not be reckoned as annual leave.

7. Proportion or Ratio.

(1) In District A, an employer shall not employ an unqualified female shop assistant or clerical employee unless he has in his employ a qualified female shop assistant or clerical employee, and for each three or part of three qualified female shop assistants or clerical employees employed, not more than two unqualified female shop assistants or clerical employees may be employed.

(2) In District A, an employer shall not employ an unqualified male shop assistant or clerical employee unless he has in his employ a qualified male shop assistant or clerical employee, and for each qualified male shop assistant or clerical employee employed not more than one unqualified male shop assistant or clerical employee may be employed.

(3) In Districts B and C an employer shall not employ an unqualified female shop assistant or clerical employee unless he has in his employ a qualified female shop assistant or clerical employee, and for each qualified female shop assistant or clerical employee employed not more than two unqualified female shop assistants or clerical employees may be employed.

(4) In Districts B and C an employer shall not employ an unqualified male shop assistant or clerical employee unless he has in his employ a qualified male shop assistant or clerical

employee, and for each qualified male shop assistant or clerical employee employed not more than two unqualified male shop assistants or clerical employees may be employed.

(5) For the purposes of sub-clauses (1) to (4) inclusive, shop assistants and clerical employee may be regarded as interchangeable.

(6) For the purposes of this clause—

- (i) an unqualified male shop assistant or clerical employee receiving not less than the remuneration prescribed in clause 3 (1) for a qualified male shop assistant or clerical employee may be reckoned as a qualified male shop assistant or clerical employee;
- (ii) an unqualified female shop assistant or clerical employee receiving not less than the remuneration prescribed in clause 3 (1) for a qualified female shop assistant or clerical employee may be reckoned as a qualified female shop assistant or clerical employee;
- (iii) a qualified female shop assistant or clerical employee receiving not less than the remuneration prescribed in clause 3 (1) for a qualified male shop assistant or clerical employee may be reckoned as a qualified male shop assistant or clerical employee;
- (iv) if the number of qualified male shop assistants or clerical employees employed by any employer exceeds the number of unqualified male shop assistants or clerical employees employed by him, such excess may be reckoned as qualified female shop assistants or clerical employees;
- (v) an employer who is wholly or mainly engaged in performing the work of a shop assistant or clerical employee may be deemed to be a qualified male or female shop assistant or clerical employee;
- (vi) where an employer carries on business in more than one establishment he shall not be deemed to be a qualified shop assistant or clerical employee, in terms of paragraph (v) in respect of more than one such establishment.

(7) Dressmakers, Milliners and Invisible Menders.—In all districts an employer shall not employ an unqualified dressmaker, milliner or invisible mender, unless he has in his employ a qualified dressmaker, milliner or invisible mender, as the case may be, and for each qualified dressmaker, milliner or invisible mender, as the case may be, employed not more than three unqualified dressmakers, milliners or invisible menders may be employed.

8. Prohibition of Piece-work or Task-work.

An employer shall not require or permit his employee to perform nor shall an employee perform piece-work or task-work.

9. Prohibition of Employment of any Person under the Age of Fourteen Years.

An employer shall not employ any person under the age of fourteen years.

10. Uniforms, Overalls, Washing Coats and/or Aprons.

An employer who requires an employee to wear a uniform, overall, washing coat and/or apron shall provide and launder or clean such garments free of charge, and they shall remain the property of the employer.

11. Certificates of Service.

An employer shall upon termination of the contract of employment of any member of any class of his employees, other than a casual employee, furnish such employee with a certificate of service showing the full name of the employer and of the employee, the occupation in which he was employed, the date of commencement of the contract of employment, the date of termination of the contract of employment and the rate of remuneration at the date of such termination.

12. Termination of Contract of Employment.

(1) A weekly employee or his employer shall give not less than one week's notice and a monthly employee or his employer shall give not less than two weeks' notice to terminate the contract of employment: Provided that this shall not affect the right of an employee or an employer to terminate the contract of employment without notice for any cause recognised by law as sufficient; or any agreement between an employee and an employer which provides for a period of notice of equal duration on both sides and for longer than one week or two weeks, as the case may be.

(2) Annual leave and notice shall not run concurrently.

(3) An employer shall provide his employee with work during the whole period of such notice, or in lieu thereof

shall pay such employee an amount not less than—

(a) if a weekly employee, the weekly remuneration which the employee was receiving immediately prior to the of the daily log, which in terms of sub-clause (2) has been delivered to him, for a period of three years subsequent to the occurrence of that event.

date of such notice;

(b) if a monthly employee, remuneration at the rate which the employee was receiving immediately prior to the date of such notice;

(c) if an agreement has been entered into in terms of the second proviso to sub-clause (1), the remuneration proportionate to the period of notice agreed upon.

(4) The notice referred to in sub-clause (1) shall be so given as to take effect from—

(a) in the case of a weekly employee, the usual weekly pay day of the establishment;

(b) in the case of a monthly employee, the first or the fifteenth day of the month, as the case may be.

13. Attendance Register.

(1) Every employer shall provide in his establishment one or more attendance registers in which provision is made for the entries which an employee is, in terms of sub-clause (2), required to make: Provided that in lieu of such attendance register an employer may provide a semi-automatic time recorder with the necessary cards as nearly as practicable in the following form:

No.	Name	Week ending	Day	In	Out	In	Out	Total
			a.m.					
			Monday					
			p.m.					
			a.m.					
			Tuesday					
			p.m.					
			a.m.					
			Wednesday					
			p.m.					
			a.m.					
			Thursday					
			p.m.					
			a.m.					
			Friday					
			p.m.					
			a.m.					
			Saturday					
			p.m.					

(2) Unless precluded from doing so by sickness or other unavoidable cause, every shop assistant or clerical employee who is in receipt of remuneration of less than £360 per annum shall day by day and in respect of each day make the following entries in the register referred to in sub-clause (1):—

- (a) Signature of employee;
- (b) time of commencing work;
- (c) time of finishing work;
- (d) time of commencement and termination of each meal interval off work;
- (e) time of starting and finishing any overtime worked;
- (f) total number of hours worked each day:

Provided that in an establishment in which a semi-automatic time recorder is provided every shop assistant or clerical employee who is in receipt of remuneration of less than £360 per annum, unless precluded from doing so by sickness or other unavoidable cause, shall day by day and in respect of each day, by means of the semi-automatic time recorder, make such entries as are prescribed in the proviso to sub-clause (1).

(3) Every employer shall retain the completed attendance registers or semi-automatic time recorder cards for a period of three years subsequent to the date of the completion thereof.

14. Log Book.

(1) Every employer shall provide each driver of a delivery van or motor vehicle used for the conveyance of goods in his employ with a log book as nearly as practicable in the following form:—

DAILY LOG.

Name of Employer			
Name of driver			
Time of starting work	a.m./p.m.	a.m./p.m.	
Time of finishing work	a.m./p.m.	a.m./p.m.	
Number of hours worked			

Meal hours from _____ a.m./p.m. to _____ a.m./p.m.
 Rest intervals from _____ a.m./p.m. to _____ a.m./p.m.
 Particulars of accidents and/or delays _____

(Signature of Driver.) _____

Date _____ 19____

(2) Every driver of a delivery van or motor vehicle used for the conveyance of goods upon being provided with the log book referred to in sub-clause (1) shall keep the said daily log in duplicate, as nearly as practicable in the form prescribed, in respect of each day's work, and shall within twenty-four hours of the completion of the day's work to which it relates deliver a duplicate completed copy thereof to his employer.

(3) Every employer shall retain the duplicate completed copy

ORIGINAL CORRESPONDENCE.

A COMPLAINT FROM DUNDEE

TO THE EDITOR "INDIAN OPINION"

SIR,—We shall be much obliged if you will publish the following letter in your valuable paper and acquaint the general public with the true position of our community at Dundee, Natal.

In the INDIAN OPINION of December 15, it was reported that a branch of the Natal Indian Association was formed in Dundee, which report is far from being correct.

First of all, the officials of the Natal Indian Association of Durban were told distinctly by the officials and members of the Natal Indian Congress, Dundee and District Branch, that they were not prepared to consider the move of establishing a branch of the newly formed Natal Indian Natal Association, at Dundee. In spite of this protest the officials at Durban continued with their Hitlerism move and printed circulars calling a meeting at Dundee on Sunday, December 10, at the Temple Hall. The circulars bearing the signatures of the president, secretary and treasurer of the local branch of the Congress. Without the authority and consent of the persons concerned, the circulars were printed and distributed in Dundee. Is this not Hitlerism?

When the circulars came to the notice of the officials of the local branch, the officials concerned, issued further circulars wherein they notified the members and the public that the meeting was convened without their authority and it was therefore cancelled. Nevertheless, the officials of Durban, in spite of all the protest, carried on with the meeting in a Hitlerism fashion in the absence of the president, secretary and treasurer of the local branch of the Congress.

The attendance at the meeting, owing to the mixed feelings, was very poor and not more than 10 members of the local Congress were present, and none of the merchant classes were present.

The meeting was carried unconstitutionally and in an improper manner, and no one was allowed to ask any questions.

Of all the officials elected, not one was present at the meeting, and in terms of the constitution, no person could hold any position or participate in any proceedings unless he is member, and therefore, one of the joint secretaries who acted as a protem secretary was not eligible as he was not a member on the roll. This is the true position of the affairs at Dundee, and therefore, it is

not correct to say that a branch of the Natal Indian Association is established at Dundee, as the entire community is in disagreement about the whole affair.

Yours faithfully,

C. M. AYOB, President,

S. M. MOTALA, Secretary,

Natal Indian Congress (Dundee and District Branch).

[Note—What our representative has been able to gather from interviews he has had with the officials of the Natal Indian Association is that, the writers of the above letter assumed a hostile attitude and tried to put all kind of impediments in the way of forming a branch of the Association in Dundee. Nevertheless, however the attendance at the meeting, it is understood, was much more than at the Congress meeting held to protest against the Segregation Bill proposed to be introduced by Mr. Stuttaford. The complaint of the above writers, in the absence of any voice of protest by those present at the meeting and by those who have been elected office-bearers of the new body, really falls flat.—Ed. I.O.]

BRITAIN AND INDIA

THUS the *Unity* (Chicago):—It is amazing that the idea should be spread abroad that Gandhi is repudiating his non-resistance ideals and giving his support to Britain's imperialistic war. This whole idea, of course, is utterly false, save as it represents a deliberate attempt on Mahatma's part to meet Britain's impudence in proposing that India should support the Empire in the European struggle, and to show the hollowness of Britain's claim to be the champion of democracy and freedom. This is the story! At the outbreak of the war Britain turned to India, as to the rest of the Empire, for help. "What!" said Gandhi, in effect, "help Britain when Indians are bond-slaves to the British Crown! Will you give us independence if we fight?"

Surely, if the war is for democracy, you must give to us what you are fighting to save for others." Here was the dilemma! Gandhi, with his customary shrewdness, had put Britain right "on the spot." Did she mean democracy, or did she not? Gandhiji's query, backed by the Congress, met with a long silence. Finally, there came a reply from the Viceroy to the effect that, if India would be good and send her sons to the battlefield, Britain would consider granting dominion status after the war. After the war! Did the Viceroy not remember the promises made by Lloyd George in the last war, promises of freedom if Indians would fight, and all of them repudiated the moment the war was over? Well, Gandhi and the Congress remembered.

The Congress exploded in consternation and disgust. Gandhi, characteristically patient, declared that the Viceroy's statement was deeply disappointing, but in no sense final. The doors were still wide open to negotiation. Then came the master stroke—the resignation of the eight governments in the provinces controlled by the Congress, with the awful threat of a new campaign of civil disobedience in the background. The situation in India is formidable. It has been developed by Gandhi with consummate skill. It must result in a victory speedier and more decisive than India hitherto has dared to hope. But in his attitude toward force and violence, and war, the Mahatma remains unchanged. Such a soul stands fixed, like the stars in the firmament of heaven.

Doings In India

All-India Congress Committee's Resolution

A REUTER'S message from Wardha, dated December 23, states: A resolution reaffirming the demand for a constituent assembly and expressing dissatisfaction with the statement made by the secretary for India, the Marquis of Zetland, on December 14, has been passed by the Congress Working Committee. Mahatma Gandhi declared that Britain had failed to define her war policy especially in regard to India's freedom. Headed: "Congress has, by now, realised that independence cannot be won without hard work. Since Congress has been pledged to non-violence the final sanction behind it is civil resistance." The committee hopes that all Congress organisations will prove themselves fit to take up the call, when it comes, by the prosecution of a constructive programme, including non-violence, communal harmony and economic independence.

Sir C. V. Raman On Mechanism Of Thinking

Addressing the students of Pachaiyappa's College, Madras, on "The Mathematical Approach to Science," Sir C. V. Raman said that mathematics was an apparatus of scientific research and discovery and that it was necessary to have closer contact between mathematics and natural science. Sir C. V. Raman said that the knowledge of nature involved the knowledge of some essential notions of mathematics. If science was to be really worthy of the stature of a man's intellect, the element of empiricism should be removed and that could be done only by mathematics. The essential role of mathematics was to reduce facts to a few precisely understood and precisely specifiable principles. Mathematics, continued the lecturer, was also a means to discovery. It was a mechanism of thinking. It laid upon its votaries a severe discipline and at the same time strengthened the powers of logical thinking. It enabled students to extract from nature the first essential principles. The speaker said that modern science was full of illustrations to show the power of the mathematical thought in the study of natural science. He instanced the case of the discovery of the French mathematician, L. de Broglie, of a formula which revolutionised the whole outlook of modern science. He himself was now trying to master the theory of groups in mathematics to enable him to understand better the properties of solids. Proceeding, Sir C. V. Raman said that their attitude towards mathematics would change if they realised that its study vastly improved the powers of their

thinking about problems of nature. It was true that in India, particularly in South India, there was a tendency to concentrate on the study of pure mathematics. Though he would not decry the study of pure mathematics, they must not emphasise only that. Mathematics was an apparatus of scientific research and discovery and what was necessary was closer contact between mathematics and natural science. He hoped that in the years to come they would have in India a body of brilliant young men who would be prepared to bring about this contact. It had been stated that they had no facilities in the way of laboratories. The best laboratory, he said, was the brain and none could deny the fact that the Indian brain was in no way inferior to others. Poor as the country was in material resources it was rich in human intellect. He was sure that if Indians were prepared to undergo that hard discipline, they would make immense progress in the discovery of nature. There was vast scope for study and he appealed to the students to undertake that discipline.

Women's Ennobling Influence

At a prize distributing function at the Holy Cross College, Trichnapoly, Begum Amiruddin in the course of her address, said that as a nation's contribution was measured by the character of its women, the work of the College was one of immense significance to the future well being of the country, indeed of the whole world, for she believed that, if the world was to become a purer and better place to live in and if a new world order was to supplant the existing evil tendencies of modern civilisation, that could be brought about mainly by the ennobling influence of women. They had to play an important role not only in promoting unity in the country, but in moulding the young under their care. When India was entering upon a new world, the need for women of higher culture and ability had become more and more manifest. Begum Amiruddin was in entire disagreement with those who held the view that marriage should be the goal for women and hence higher education was redundant for them. It was aptitude and ability and not sex that should determine whether one should pursue an academic course or not, the limitation being imposed only on grounds of physical or intellectual incompetence. Higher education was bound to be of advantage to married women, as it enabled them to make their home life better and their broadened outlook enabled them to discharge their duties as citizens more efficiently. It made them impart their culture to their children and be real comrades to their husbands who at present spent

long hours in men's clubs for want of intellectual companionship at home.

Rs. 1,00,000 For Commercial College At Wardha

Wardha is gaining in importance day by day, and may have a commercial college, the first of its kind in the Central Provinces if the efforts, that are being made in several quarters, materialise. At a meeting at the Nava Bharat Vidyalaya a donation of Rs. 1,00,000 was announced by Seth Mathur Dass Mehta. The Hon. Mr. Ghanshyam Singh Gupta presided over the gathering and Mr. Rajagopalachari, ex-Premier of Madras, advised the students to wind up regional and other differences.

Amalgamation Meeting

Of The Natal Indian Congress
(Maritzburg Branch)

And Colonial Born And Settlers' Indian Association (Maritzburg Branch)
under the name of

NATAL INDIAN ASSOCIATION

(with which are amalgamated the Natal Indian Congress and Colonial Born and Settlers' Indian Association, Maritzburg Branch) will be held at the

Veda Dharma Sabha Hall
On Sunday, January 7, 1940,
at 2.30 p.m.

Members of both the branch bodies whose names appear on the membership Registers of the respective organisations as at 8th October, 1938, will be entitled to participate at the Amalgamation meeting.

New members who desire to enrol may do so on payment of membership subscription of 1/-

Each member already enrolled, and any new member must produce his admission Card at the entrance of the Hall.

Mr. G. Zachariah, c/o Mr. S. R. Naidoo, Fraser Lane and Mr. K. Soobramoney, 471a Church Street, have been authorised to receive applications for enrolment from new members.

J. M. DAVID, President,
K. SOOBRA-MONEY, } Jt. Hon.
M. GOPAL NAIDOO, } Secretaries,
T. RAMKLOWAN, } Jt. Hon.
M. NAIDOO, } Treasurers,

Colonial Born and Settlers'
Indian Association.
(Maritzburg Branch)

S. R. NAIDOO, President,
V. K. PILLAY, } Jt. Hon.
G. ZACHARIAH, } Secretaries,
S. I. RAWAT, Hon. Treasurer,
Natal Indian Congress.
(Maritzburg Branch)

Things In General

Christmas Treat To Indians By The Mayor

A GOOD crowd of onlookers were treated to a fine day's sports programme by Indian children of Durban last Sunday at the Indian sports grounds, Currie's Fountain. This was made possible through the munificence of the Mayor, Mr. Rupert Ellis Brown, who also provided free meals to some 4,000 children. Lemonades and icecreams were enjoyed by the children. Sports and other entertainment were provided by little children, many of whom were barely 10 years' old. In the afternoon the Mayoress, Mrs. Ellis Brown, presented each child with a present.

Christmas And New Year Greetings

INDIAN OPINION acknowledges with thanks and reciprocates seasonal greetings received from the management and staff of Messrs. John Dickinson & Co. (Africa) Ltd., Messrs. J. T. Wade & Co. and staff, The Directors and staff of Messrs. Seligson & Clare Ltd., Messrs. Spicers (S.A.) Ltd., Messrs. Coates Bros. & Company S.A. (Pty.) Ltd., Mr. Hans Maghraj, Verulam Muslim Social and Sporting Club, Messrs. George Singh & Co., and the New India Assurance Co.

S.A.R. & H. Indian Employees' Union (Maritzburg)

At the annual general meeting of the S.A.R. and H. Indian Employees' Union held at the Railway Compound, Maritzburg, it was stated by the president that in response to an appeal by the union to the Administration for increased food rations, the Minister stated in his reply that it was being considered. The Minister also said that among other things the Administration had decided in principle to afford greater scope for the employment of Indians in the Railways and Harbours service; and that steps are being taken to ascertain the extent to which it would be practicable in the immediate future to provide additional employment for this class of labour.

Indian School Sports At Malvern

The annual school sports, prize distribution and variety entertainment, under the auspices of the Malvern Government-Aided Indian School Sports Committee, were held on Sunday at the school grounds, Malvern. The schools events were keenly contested by the Gandhi, Maharaj, Ruktoo and Naidoo Houses. The judges were Messrs. Rajbunsee, P. S. Moodley, C. Munsamy and F. M. Charles. Mr. F. J. Maharaj, president of the Sports Committee, thanked the public for their support and also Mr. V. N. Naidoo, headmaster, and his staff for their invaluable co-operation. Mr.

H. Middleton, a member of the Malvern Health Board and Malvern Intermediate School Advisory Board, presided, and Mr. M. G. Fannin, Magistrate of Pine-town, presented the prizes. The victor ludorum floating trophy, presented by S. J. Maharaj Brothers, was won by Maharaj House. Mrs. Fannin judged a fancy dress parade. In the afternoon a variety entertainment was given by P. R. Singh and Co., and Malvern Rover Scouts.

Cables May Be Sent In Code

From January 1 telegrams will be accepted for transmission to Great Britain and Northern Ireland, Denmark, Holland, Portugal and New Zealand in the following codes; Bentley's second phrase, Bentley's complete phrase and A B C sixth edition. The despatch of these telegrams will be greatly facilitated if senders attach to each a plain language translation of the text for the information of the censor.

Birthday Celebration Of The Hon. M. A. Jinnah

A meeting of Muslims to celebrate the 64th birthday of the Hon. Mohamed Ali Jinnah, M.L.A., president of the All-India Moslem League, was held at the

Avalon Theatre, Durban, on Sunday December 24. Hajee E. M. Paruk presided. Messages were received from the Prime Minister of Bengal, the Hon. Fazlul Haq, Sir Syed Raza Ali and Sir B. Rama Rau, Agent-General for India. Speeches were made eulogising the services of the Hon. Mr. Jinnah by Moulvi Abdul Karim, Messrs. Ebrahim Hansa, Sayed Ahmed Sayed Rasool, K. S. Patel, Essop Gora Patel, Ismail Osman, M. A. Motala, A. I. Kajee and others. A resolution was passed wishing Mr. Jinnah long life and every success in the work he is carrying on. A similar meeting was also held in Johannesburg.

New High Commissioner For United Kingdom

The recently appointed United Kingdom High Commissioner for South Africa, Sir Edward Harding, left London on December 21, accompanied by Lady Harding, to assume his duties. Among those who saw him off were the Dominions Secretary, Mr. Anthony Eden, the Under-Secretary for the Dominions, the Duke of Devonshire and Mr. S. F. Waterson, the Union High Commissioner in London.

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