

- (h) To arrange and promote the adoption, universal or otherwise, of suitable forms of contract and other undertakings of common use and application in the industry or any business connected directly or indirectly therewith.
- (i) To promote a bureau which shall have as its main objectives the protection against persons whose character and circumstances render them unworthy of mercantile credit.
- (j) To promote the formation of a company to protect the Trading Interests of Members.
- (k) Subject to funds being available, to take or defend legal action where matters of principle are involved.
- (l) To levy subscriptions upon members, and stipulate for donations and contributions to the funds of the Association and to enforce the payment thereof by sanction, whether monetary or otherwise.
- (m) To impose fines upon members for infringement of any articles of this constitution or any agreement between the members of the Association and of any resolutions passed by the Association.
- (n) To constitute an Appeal Board to consider and decide upon complaints and disputes between members and between members and the Association.

- (o) To consider, and if necessary act upon information or complaints lodged with the Secretary by non-members in such matters affecting the interests of the Association subject to the terms of Clause 3K. of the Constitution.
- (p) To obtain for the members such commercial concessions and privileges as the Committee may deem fit and not inconsistent with the objects of the Association, such allowances and rebates in the prices of petrol, oils, tyres, tubes, etc. preferential rates for insurance, repairs and in the purchase of motor vehicles.
- (q) To do all such things as are incidental or conducive to the attainment of the above objects or any of them and to carry out and give effect to the objects of the Association as hereinbefore provided.

M E M B E R S.

- 4. (a) Any Employer other than a Local Authority, engaged ⁱⁿ ~~by~~ transportation by motor vehicles for hire or reward shall be eligible for ordinary membership of the Association.
- (b) Any person whether eligible for ordinary membership or not may be elected an associate member or honorary member on such terms and conditions and with such rights, privileges and obligations as may from time to time be determined by the Executive Council of the Association.

- (c) All applications for membership shall be made in writing upon an official application form as provided from time to time, and lodged with the organising Secretary, Assistant Secretary or any other official authorised to act in their stead; and all applications shall be placed before and considered by the Executive Council at their first meeting (other than a special or emergency meeting convened for any specific purpose) subsequent to the receipt of same, and if accepted by a majority vote, the applicant shall be duly declared elected to membership of the particular class for which application was made. The Executive Council shall not be compelled to give any reason whatever for the non-election of any applicant.

Membership fees shall become due and be payable in advance upon the date upon which applicants are notified of their election and thereafter on the same date in each succeeding year.

- (d) Notwithstanding the above provisions no employer shall be eligible for membership unless such employer is in possession of either a Motor Carrier Certificate and/or Exemption in respect of all motor transport vehicles owned and controlled by such employer in terms of the Motor Carrier Transportation Act No. 39 of 1930, as amended, unless the nature of the transport business carried on and the areas within which such employer operates, exempt him from the provisions of such Act.

- (e) In the event of any application being rejected, such applicant shall be entitled to a full refund of any monies paid into the Association, in respect of such desired membership.
- (f) Should any member resign from the Association and thereafter desire to rejoin, he shall be obliged to pay such entrance fee as the Executive Council may from time to time determine, in each case.

M E E T I N G S .

5. (a) The Association shall hold its Annual General Meeting during the month of April of every year or as soon as possible thereafter. At the Annual General Meeting, at which the Executive Council shall be appointed for the ensuing year, a certified Balance Sheet must be submitted and adopted, a report of the Association's activities and transactions shall be made, and any other competent business affecting or in the interests of the general membership of the Association shall be transacted.
- (b) Such further general meetings of the Association may be held from time to time as the Executive Council may decide; and the Executive Council shall call a special General Meeting upon receiving a written requisition to that effect, signed by not less than twenty-five of the ordinary members of the Association who are at the time in good standing with their subscriptions, providing, however, such requisition must specify the objects or reasons for requiring such Meeting.

7.

- (c) Not less than seven (excluding the day upon which any Meeting is to be held) day's notice of every General Meeting shall be given to every member eligible to attend, provided, however, that in the case of any Special General Meeting such notice may be given as the President or Executive Council may decide.
- (d) The Executive Council shall ordinarily meet at least once every three months, in the months of March, June, September and December, in every year, or as soon thereafter as may be possible, on a date to be fixed by the President. Special Meetings of the Council shall be called by the President whenever he deems it advisable or upon a requisition signed by not less than seven members of the Council, stating the objects with which, or reasons for which such Meeting is to be called.
- (e) Notice of all Meetings of the Association shall be given in writing stating the date, time and place thereof, and setting out an Agenda of the business to be transacted thereat.

C O U N C I L.

6.

- (a) Subject to the instructions of the Association in General Meeting, the management and control of the Association and its affairs shall be entrusted to an Executive Council, all of whom shall be ordinary members and who shall hold office until their successors shall have been appointed. Retiring members of the Executive Council shall be eligible for re-election.

(b)✓

- (b) The Executive Council shall consist of a President, Vice-President and Treasurer, together with ten (10) other members.
- (c) The members of the Council, including the President and Vice-President, shall be elected by a majority vote of those present at the Annual General Meeting by ballot. Nominations ^{for} of membership of the Executive Council must be lodged in writing with the General Secretary at least seven days before the date of the Annual General Meeting. Casual vacancies occurring on the said Council shall be filled by the Council and such appointment shall be for the unexpired period of office of the vacating member.
- (d) A Member of the Council shall vacate his seat in any one of the following circumstances :-
1. On suspension or expulsion from membership of the Association.
 2. On absenting himself without the permission of the Council from three consecutive meetings of the Committee.
 3. On resigning after having given two weeks written notice to the Secretary of his intention to resign.
 4. On abandoning or discontinuing the business which entitled the member to ordinary membership.
 5. On any General Meeting by a 75% majority requesting such member to vacate office.
- (e) The Council by a 75% majority vote, may co-opt on

to/

to the Council a representative of any industry using motor transport. Such person shall have no voting power but may participate fully in the Council's deliberations.

(f) The Council shall, subject to the directions of General Meetings and the provisions of this Constitution, have power :-

1. To acquire property movable or immovable.
To invest any monies of the Association upon such security and on such terms and conditions as it may from time to time decide, and if deemed necessary to vary the terms and conditions of such investments or to realise the same.
2. All property acquired shall be held, and where necessary registered in the name of the Association and bonds or other securities shall likewise be passed and granted in the Association's name.
3. To acquire, manage, control, deal with and turn to account any assets, property, rights and/or privileges held by the Association.
4. To secure the fulfilment of any contracts, rights, engagements and/or privileges entered into or obtained by the Association.
5. To appoint, on such terms and conditions as the Committee may deem fit, and at its discretion remove or suspend, a Secretary as also a Treasurer to the Association and such Attorneys Agents or Clerks for permanent, temporary or

special/

special services. To invest them with such powers as are deemed necessary and expedient, to determine their duties and fix and vary their salaries or emoluments, if any, and to require such security and in such amounts as may be deemed necessary.

6. To institute, conduct, defend, compound, compromise, or abandon any legal proceedings by or against the Association, its officials or employees or otherwise concerning the affairs of the Association and also to compound and allow time for payment in satisfaction of any debt due and of any claim or demand by or against the Association.
7. To refer any demand or claim by or against the Association to arbitration and to perform and/or enforce the award.
8. To enter into all such negotiations and contracts as deemed necessary or advisable, and to rescind and/or vary the terms and conditions of the same and execute and do all such acts, deeds and things in the name and on behalf of the Association as considered expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Association in accordance with provisions of these presents.
9. To indemnify any of the members, officials, officers, employees and servants of the Association against any claims or actions for damages or any other matter or thing in respect

of/

of any other duty performed for and on behalf of the Association for the lawful compliance with any instructions given and/or implied by the Association, any of its Committees or any other Body or person to whom authority has been delegated.

10. To arrange for different classes of membership and to limit the rights, duties and/or obligations of certain classes of members as and when deemed necessary or convenient.
11. To ratify, adopt, confirm and enforce in any manner deemed necessary any agreements or contracts of whatsoever nature and kind entered into between members representing different sections of the industry or between any body of members with another body of members, or any inter-domestic or inter-sectional agreements, contracts or arrangements and to report any action taken pursuant to this sub-section to the next General Meeting or to a Special General Meeting called for that purpose.
12. To appoint such permanent or temporary sub-Committees and to delegate to such Committees any powers or duties deemed necessary or advisable.
13. To open a Banking Account in the name of the Association and to draw, accept, endorse, make and execute Bills of Exchange, Promissory Notes, cheques and other negotiable instruments on
behalf/

behalf of the Association. Such Bills of Exchange, cheques and other negotiable instruments shall be signed by the President, Secretary and Treasurer.

14. To make such bye-laws as are not inconsistent with or contrary to the provisions of this Constitution, the Industrial Conciliation Act 1937, or any other Law, provided that any such bye-laws shall not by reason only of the fact that the provisions of this clause have been approved, in terms of the Industrial Conciliation Act 1937, be valid, neither shall any person including a member of the Association be precluded from contesting the validity of any such bye-laws in any competent Court of Law.
15. The Council may instruct the Secretary to report to the proper authorities such breaches of law, as may affect the interest of members.
- (g) The Council shall arrange for the proper keeping of the Books of Account of the Association and for the annual audit of the accounts of the Association, and the drawing up of an Annual Balance Sheet, together with the Auditor's reports thereon, not less than once a year.
- (h) The Council shall arrange for the keeping of a register of members by the Secretary in which shall be recorded every member's address and date of enrolment, the subscriptions paid by each member and the periods to which such payments relate, and in the event of resignation or expulsion of a member the date thereof, and a register of all attendances, at all Meetings.

- (i) The Council, shall prior to each Annual General Meeting, have the Books of Account audited by auditors to be appointed by it and shall at each Annual General Meeting submit to the members a duly audited Balance Sheet of Profit and Loss of the Association's business during the previous twelve (12) months. True copies of such audited Balance Sheet and of the Auditor's report thereon shall be made available to members who shall be entitled to make copies thereof or extracts therefrom.
- (j) The Council shall not, without the sanction of a general meeting take or defend legal action, where it appears that costs exceeding £50. 0. 0 in any one matter may be incurred.

7.

QUORUM, VOTES AND PROCEEDINGS.

- (a) A quorum for any General Meeting of the Association shall be twenty-five (25) Ordinary members, all of whom must be in good standing, and the quorum for any meeting of the Executive Council shall be six (6) members of the latter body. If a quorum is not present at any meeting within thirty (30) minutes of the time set down for commencing, such meeting shall stand adjourned for a period of seven (7) days, and at such adjourned meeting, of which notice shall be given by the Secretary in writing, the members present, irrespective of what number, shall be deemed to form a quorum.

(b)/

- (b) Questions arising at any meeting shall be decided on motion duly seconded, and voted upon by a show of hands, and in the case of an equality of votes, the President shall have a casting vote in addition to a deliberative vote.
- (c) Each member shall be entitled to one vote, but he shall not have the right to vote and shall be deemed to be out of good standing if and so long as any subscription and/or fine due by him is unpaid, or during any period while he is under suspension in terms of the Constitution.
- (d) The President, and failing him, the Vice-President of the Association shall preside at all General Meetings and Meetings of the Council. In the event of neither the President nor the Vice-President being present within fifteen minutes after the time for which the Meeting shall have been called, the members present may proceed to elect a Chairman of such Meeting.

8.

FORMATION AND FUNCTIONS OF BRANCHES.

- (a) Branches of the Association may be formed within a specified area or areas by or with, the approval of the Executive Council, where it has been ascertained that the interests of members within such area or areas cannot be satisfactorily served or safeguarded,
direct/

direct from Head Office, or that it is in the interests of the Association to do so.

- (b) Each branch of the Association shall have the right to elect as many of its members as may be agreed to by the Executive Council, to be a Local Committee for the management of such Branch, and the Executive Council shall determine their duties, fix their remuneration, if any, and from time to time delegate to such Local Committee, the performance of any of the duties, the performance of which is for the time being vested in the Executive Council, and any such delegation may be made in such terms and subject to such conditions as the Executive Council may think fit. The Executive Council may at any time remove any member of such Local Committee and vary or annul any such delegation.
- (c) The provisions of this Constitution relative to the Executive Council, shall apply mutatis mutandis to such Local Committees as may be appointed.
- (d) All subscriptions of members shall be paid direct to Head Office in terms of this Constitution, and any administrative expenses of branches shall be sanctioned by the Executive Council and paid direct from Head Office or to the Local Committee of the Branch concerned.

(e) In all matters not specifically provided for in this section of the Constitution relative to the formation and functioning of branches, the Executive Council at Head Office shall be the responsible body to give instructions and directions to all branches and their Local Committees, and shall have power, where and when deemed necessary, to dissolve any Branch, if in the opinion of the Executive Council the same is not functioning satisfactorily nor in the interests of the members concerned, or is not serving the purposes for which any such branch was formed.

(f) The Local Committee of any branch shall be responsible for the satisfactory functioning of same, and shall further report any matters of urgency or importance or involving any principles of the Association to the Executive Council.

9.

R E S I G N A T I O N S .

A member may resign by giving six months' notice in writing to the General Secretary, provided that no resignation shall take effect until all moneys due to the Association by the member concerned have been paid.

10.

The financial year of the Association shall commence on the 1st day of March and terminate on the last day of February following.

11.

LEGAL ADVICE.

Any member seeking legal advice shall submit his case to the Secretary in writing, who shall reply thereto in writing unless the legal adviser of the Association considers a personal interview necessary.

12.

REPRESENTATION.ON INDUSTRIAL COUNCILS AND CONCILIATION BOARDS.

- (a) A General Meeting may at any time decide that the Association shall become a party to an Industrial Council or apply for a Conciliation Board in terms of the Industrial Conciliation Act, 1937, and may elect on the recommendation of the Executive Council the representatives to be appointed by the Association on such body.
- (b) Candidates for election as representatives on any such Council or Board may be nominated at the Meeting and the election shall take place on motion duly seconded and voted upon by a show of hands.
- (c) Representatives on an Industrial Council may be removed by a General Meeting and may resign on giving one month's notice to the Executive Council or such notice as may be prescribed in the Constitution of the said Industrial Council.

(d)/

- (d) In the event of the resignation or death of a representative or his removal by a General Meeting the vacancy shall be filled by the Executive Council pending the next General Meeting.
- (e) Members elected to represent the Association on such Board or Council shall have full power to enter into agreements on behalf of the Association and such agreements shall not be subject to ratification by the Executive Council or a General Meeting.

13.

EXPULSIONS.

- 1. A General Meeting of the Association may strike off the list of Members any member who -
 - (a) Shall in the opinion of the majority of members at the Meeting have acted wilfully in contravention of the Rules of the Association.
 - (b) By his conduct renders himself, in the opinion of a majority of members at the Meeting, unfit to remain a member of the Association.
 - (c) Has after a lapse of 30 days, after receiving written demand failed to make payment of any subscription and/or fines owing to the Association.
 - (d) Has failed to comply strictly with all contracts and/or agreements approved of and ratified by the Association and applying to such member.

(e)

- (e) Has become insolvent or surrendered his Estate as Insolvent for the benefit of his Creditors.

The decision of the General Meeting shall be final and binding and on being expelled such member shall cease to be entitled to any of the benefits of membership and shall not be entitled to a refund of any subscription paid by him in advance or any portion thereof.

2. A General Meeting shall in addition to the above have the right to suspend any member who has committed a breach of the rules of the Association from active membership for such period and on such terms and conditions as it may consider necessary.

14.

SUBSCRIPTIONS.

- (a) Save as hereinbefore provided there shall be an entrance fee for ordinary members of £1. 1. 0 payable on application for membership and an annual subscription, payable in advance, of £1. 1. 0 per motor carrier certificate held but not exceeding the total sum of £10. 10. 0 irrespective of the number of certificates held.
- (b) The Executive Council shall have the right to determine the amount of any fees which members other than ordinary members may be called upon to pay.
- (c) Members whose subscriptions are unpaid for more than three (3) months after due date, shall be dealt with by the Association in terms of this Constitution.

15.

EXECUTION OF DOCUMENTS.

All Powers of Attorney, Bonds, Deeds and other formal documents shall be executed in the name of the Association by any two members of the Executive Council under authority of a resolution of the said Council.

16.

NOTICES.

Every member shall register with the Secretary an address and except where otherwise provided herein, a notice may be served upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address and all such notices shall be presumed to have been received two days after dispatch.

17.

INTERPRETATION.

In case of doubt as to the meaning or interpretation of any of the provisions hereof or of any bye-law, the matter shall be referred to the Executive Council for a ruling which shall be binding in so far as it is not contrary to law.

18.

ALTERATION OF CONSTITUTION.

No alteration, amendment or addition shall be made to this Constitution save by a Resolution taken at a Special General Meeting called for that purpose by notice sent to each Member at his registered address thirty (30) days prior to such Meeting, in which notice full particulars of the alteration, amendment or addition which it is desired to be made, shall be given. Such resolution shall

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be carried by a majority of not less than two-thirds of the members present at such meeting. Upon such alteration, amendment or addition being made as aforesaid, the same shall be binding upon all members of the Association without any further or special Act of assent thereto, provided that no alteration or addition shall take effect until certified in terms of the Industrial Conciliation Act.

19.

W I N D I N G - U P .

- (1) The Association shall be wound-up if at a Special General Meeting called for the purpose, a majority of the total number of members of the Association vote in favour of a resolution that the Association be wound up or if for any reason the Association is unable to continue to function.
- (2) If a resolution for the winding-up of the Association has been passed as provided in subsection (1) or if for any reason the Association is unable to continue to function, the following provisions shall apply :-
 - (1) The last-appointed President of the Association or if he is not available, the available members of the last-appointed Executive Council of the Association shall forthwith transmit to the Industrial Register a statement signed by him or them setting forth the resolution adopted or the reasons for the Association's inability to continue to function/

function, as the case may be, and the available members of the Association's last-appointed Executive Council shall appoint a Trustee to carry out the winding-up. The Trustee shall not be a member of the Association and shall be paid such fees as may be agreed upon between him and the said members of the Association's last-appointed Executive Council. Should the parties fail to agree upon the fees to be paid, the Registrar shall fix the basis on which the Trustee shall be paid.

- (ii) The Trustee so appointed shall have the right to call upon the last-appointed office-bearers of the Association to deliver to him the Association's Books of Account shewing the Association's assets and liabilities, and any other documents, balance sheets, whether audited or not, relating thereto, together with the register of members shewing for the twelve months prior to the date on which the resolution for winding-up was passed or the date as from which the Association was unable to continue to function, as the case may be hereinafter referred to as the date of dissolution, the subscriptions paid by each member and his address as at the said date. The Trustee shall also have the right to call upon the said office-bearers to hand over to him

all/

all unexpended funds of the Association and to deliver to him the Association's assets and all documents necessary in order to enable him to carry out the liquidation of the Association.

(iii) The Trustee shall take the necessary steps to collect all outstandings due to the Association by members thereof and others, to liquidate the debts of the Association from its unexpended funds and money as collected by him and any other monies realised from any assets of the Association. If the said funds and monies are insufficient to pay all creditors after the Trustee's fees and the expenses of winding-up have been met, the order in which creditors shall be paid, shall, subject to the provisions of paragraph (v) be the same as that prescribed in the Insolvency Act or any other Law for the time being in force relating to the distribution of the assets of an insolvent estate, and the Trustee's fees and the expenses of winding-up shall in such case rank in order of preference as though he were a Trustee of an insolvent estate and though the expenses were the costs of sequestration and liquidation of an insolvent estate.

(iv) After payment of all debts in accordance with paragraph (iii), the remaining funds, if any, shall/

shall be distributed by the Trustee amongst the members of the Association who were in good financial standing as at the date of dissolution and each member shall be awarded a share in proportion to the subscription actually paid by him in respect of the twelve months immediately preceding the said date.

- (v) The Liability of members shall for the purposes of this Section be limited to the amount of subscriptions and any fines due by them to the Association in terms of this Constitution as at the date of dissolution.

20.

G E N E R A L.

Whenever it appears that through inadvertence, negligence or due to any other cause any of the terms of the Constitution have not been observed by the members, officials, office-bearers or employees of the Association and as a result of such non-observance, the Association is unable to function constitutionally in any respect, either wholly or partly, by reason of -

- (a) the non-existence of its Executive Council through lapse of time and the failure to elect the successors of the said Executive Council as required by the Constitution:
- (b) any vacancy in any office which the Association is unable at any time to fill by reason of the requirements of this Constitution, or

(c)/

(c) any other set of circumstances arising by reason of such non-observance, any office-bearer, official or member of the Association may report the circumstances to the Industrial Registrar appointed in terms of the Industrial Conciliation Act 1937, who may if he is satisfied that the Association but for such non-observance would be capable of functioning and that the majority of members thereof are desirous that it should continue to function, issue such directions as to the procedure to be observed in order to enable such Association to function, as he may deem desirable, provided that in doing so the Registrar shall devise a procedure which shall as nearly as possible, having regard to the circumstances, conform to the provisions of this Constitution and provided further that any action taken by the Registrar in terms hereof shall not prejudice any claim of a creditor of the Association.

21.

B A L L O T S.

Ballots shall be conducted in the following manner:-

- (a) two scrutineers shall be appointed by the Meeting to supervise any ballot and to ascertain the result thereof;

(b)/

- (b) each voter shall, in the presence of the scrutineers, be issued with one ballot paper which he shall thereupon complete, fold and deposit in a container provided for the purpose.
- (c) ballot papers shall not be signed or marked in any way apart from the mark required to be made by a member in recording his vote.
Papers bearing any other marks shall be regarded as spoilt and shall not be counted;
- (d) on completion of a ballot or as soon as possible thereafter the result thereof shall be ascertained by the scrutineers in the presence of the General Secretary and made known to the Meeting immediately.

MOTOR TRANSPORT OWNERS' ASSOCIATION OF SOUTH AFRICA.

Velra House - Bureau Lane - Pretoria.

Full Name and Address I/WE
of
.....

being a member of the MOTOR TRANSPORT OWNERS' ASSOCIATION OF SOUTH AFRICA, with the object of promoting and developing the interests of the Association and its members, do hereby undertake and bind myself/~~ourselves~~ to transfer to the said Association the whole of the insurance of all kinds and classes of all our Passenger and/or Goods vehicles in respect of which I/~~we~~ am/~~are~~ the holder(s) of Motor Carrier Certificates issued by theLocal Transportation Board under the Motor Carriers Transportation Act 1930, as amended, as and when the CURRENT insurance policies expire, for a period of FIVE years calculated from the date of issue of each new year.

Name of Area

I/WE further authorise and empower the Association or its duly appointed representative to effect such insurance in such reputable Company or Companies as are represented on the Association's Insurance Panel.

Thus done and signed at
on this.....day of
1941.

As Witnesses:

(1)

(2)

SIGNATURE

TRANSFER 1
9/9/43
ABX-430909

MEMORANDUM OF EVIDENCE PRESENTED BY ALEXANDRA
HEALTH COMMITTEE TO THE COMMISSION
APPOINTED IN TERMS OF NOTICE NO. 1535

1. In this Memorandum the Alexandra Health Committee proposes to deal broadly with certain principles fundamental to the problem of the provision of transportation services to the residents of Alexandra Township, and to emphasise certain aspects of those principles to which it believes that this Commission should devote considerable attention.
2. Alexandra Township, a township in which African and Coloured people own freehold land, is situated to the North East of, and approximately 10 miles from the centre of Johannesburg. The population is estimated to be to-day something between 40,000 and 50,000 inhabitants, all of whom, for practical purposes, depend for their living upon Johannesburg and, possibly, parts of the Reef. For many years, there have in fact been only two methods whereby the residents of the Township have been able to reach Johannesburg, namely by cycles and by 'buses. The buses were for a number of years run along a route whereby they entered the north west corner of the Township from the Pretoria road, made a circuit in the township via 2nd Avenue, John Brand Street, 10th Avenue (where the terminus was), Hofmeyr Street and 1st Avenue and left the township again at the north west corner. This route certainly provided advantages to the north west portion of the township. In 1940, Selborne Street was tarred (the Health Committee contributing the sum of £300 towards the costs thereof) and since then 'buses have proceeded direct from Pretoria road via 2nd Avenue in Wynberg, down Selbourne Street to the terminus and back by the same route. This alteration affected a saving in distance on the whole route of 1.2 miles.
3. The 'buses have always been run by private individuals or companies, at a profit, we assume, and up to the present no attempt whatever has been made either in the form of Government or Municipal support or in the form of some public utility undertaking, to supply transportation services which would not have to depend for their running upon the making of a profit out of the residents of Alexandra Township. The Health Committee, depending as it does for its finances entirely upon certain forms of taxation of the residents of the Township, who undoubtedly constitute a part of the poorest section of the South African community, has obviously not the means at its disposal to undertake the provision of transportation at sub-economic rates. In fact it can do little more than supply essential services in the Township itself.
4. What requires particular emphasis is the position of Alexandra in relation to the European citizens of Johannesburg. Johannesburg citizens, and rate-payers in particular, have, we think, always lost sight of the fact that Alexandra Township provides housing for some 40,000 to 50,000 Africans and Coloureds who form a not inconsiderable part of the labour supply of Johannesburg, at the cost of not one penny to the city of Johannesburg. Its very existence has saved the Johannesburg rate-payer the expense of laying out and maintaining a location to house the inhabitants of a town which is one of the largest in the Union of South Africa. This expense could no doubt be calculated accurately by Municipal experts and the figure which has been mentioned as being required to rehouse the present population of Alexandra is £3,000,000. In the City Council debate on this subject, however, several responsible persons expressed the view that the actual cost would be much in excess of this figure.
What cannot be calculated is the indirect benefit in spending power which Alexandra Township provides for Johannesburg, but this too must be very large. In the nett result we think that it can fairly be said that the existence of Alexandra Township constitutes a very considerable asset to the inhabitants of Johannesburg without entailing any liabilities whatever.
5. If this is accepted and if furthermore there is agreement on the facts set out in the subsequent paragraphs of this Memorandum, then it is the considered opinion of this Health Committee that it is a responsibility of

the community as a whole to ensure that the costs of an Alexandra wage-earner's transport to and from his work should be no more than a reasonable proportion of his income. In the words of the Bournville Village Trust Research Publication "When We Build Again" :- "Just as good circulation is essential to the health of a human being, so is an efficient transport system the sine qua non of municipal well-being. It is the functional test. Wage-earners must be able to get to and from their daily work in a reasonable time and at a reasonable cost". In conformity with the principle here enunciated is the recommendation of the "Smit Committee" report (see para. 301), to the effect that the Railway Department should make the first move both by way of example and for the sake of the direct value of the concession and should reduce all season tickets to 1/6 per week and 5/- per month in the existing zones for special Native fares surrounding Johannesburg, Cape Town and Durban.

6. It is with this in mind that the Health Committee wishes to place before this Commission certain established facts which bear directly upon the second of this Commission's terms of reference. From these facts the Committee submits, without any hesitation, that the inhabitants of Alexandra Township are wholly unable to pay the additional fare which they would be required to pay under the decision of the Transportation Board, and in fact are not able to bear the rate presently being charged.

7. The Committee has for obvious reasons not been able to organise research in order to produce statistics based on sample budgets of expenditure and sample surveys of actual family income. It does not, however, believe that this Commission will consider it necessary to prove once again the fact of Native poverty. It assumes that this Commission will not wish to re-investigate the voluminous evidence already painstakingly sifted by the "Smit Committee" which stated that it had been "impressed above all by the poverty of the Native community. This poverty is a factor, the ill effects of which permeate the Natives' entire social life."

8. The most recent survey of urban native conditions (Miriam Janisch : "A Study of African Income and Expenditure;" published by the Johannesburg Municipality) reveals that the average family income was £5. 6. 8. per month and that the average earnings of the head of the family were £4.2.0. per month. As the survey was conducted in 1940, and as a number of Wage Determinations and Agreements have become operative since that date, the Committee is prepared to accept an average African wage of 25/- per week as a basis for demonstrating the argument which it wishes to put before this Commission. The following is a list of the major industries covered by Wage Determinations or Agreements :

34 Trades Unskilled	25/-
Baking & Confectionery	29/3
Brick & Tile	25/-
Coal & Timber	26/2
Commercial & Distributive	27/8
Engineering	25/-
Furniture	28/-
Laundry	25/-
Liquor & Catering	19/-
Milling	27/8
Printing	30/-
Tobacco	28/-

It must be borne in mind that there are still a considerable number of occupations not covered by wage regulation and that the population of Alexandra also includes an appreciable proportion of casual labourers, whose wages would be well below 25/- per week. For these reasons we consider an estimate of 25/- per week as fair and justified. In addition there is the cost of living to be added to these wages, but in the opinion of the Health Committee such cost of living allowance in no case corresponds with the actual rise in the cost of living, which, as has already been demonstrated by economists such as Dr. Reedman, has affected the lower income groups particularly severely.

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