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GOVERNMENT NOTICE.

DEPARTMENT OF LANDS.

No. R. 2115.] [18 December 1964.
PROBATIONARY LESSEE REGULATIONS.

I, DIRK CORNELIS HERMANUS UYS, Minister of Lands, acting under and by virtue of the powers vested in me by sub-section (4) of section *twenty-nine* of the Land Settlement Act, 1956 (Act No. 21 of 1956), hereby make the regulations as set out in the Schedule hereto, in substitution for the regulations published under Government Notice No. R. 1066 of the 19th July, 1963.

D. C. H. UYS,
Minister of Lands.

SCHEDULE.

1. Applications for the granting of rights of temporary occupation as probationary lessees shall be invited by notice in the *Government Gazette* and in the principal newspapers.
2. An application for acceptance as a probationary lessee shall be made in writing in the form required by the Minister.
3. Every application shall be referred to the board for a recommendation to the Minister as to whether the applicant should be accepted as a probationary lessee.
4. In the selection of applicants to be recommended for acceptance as probationary lessees, the board shall, as far as practicable, give preference to married persons who are not owners of land which, in the opinion of the board, is capable of affording a reasonable subsistence.
5. Before recommending to the Minister the acceptance of an applicant as a probationary lessee, the board shall satisfy itself that the applicant is mentally and physically suitable to be trained as a prospective lessee, and the applicant shall, when requested to do so, submit himself to a medical examination by a district surgeon, at no cost to the State.
6. An applicant may be required to appear in person before a local land board or any member thereof or before any Government official for the purpose of furnishing such information as the board may consider necessary.
7. A person accepted as a probationary lessee shall be granted a right of temporary occupation in respect of a holding allotted to him by the Minister.
8. The Committee of Control may at any time, but not earlier than three years from the date of commencement of the right of temporary occupation, certify that a probationary lessee has satisfactorily completed his course of training and that he is suitable in other respects to be considered in terms of sub-section (2) of section *twenty-nine* of the Act for the allotment to him of a holding under the Act.

GOEWERMENSKENNISGEWING.

DEPARTEMENT VAN LANDE.

No. R. 2115.] [18 Desember 1964.
PROEFHUURDERREGULASIES.

Ek, DIRK CORNELIS HERMANUS UYS, Minister van Lande, handelende kragtens die bevoegdheid my verleen by subartikel (4) van artikel *nege-en-twintig* van die Nedersettingswet, 1956 (Wet No. 21 van 1956), vaardig hierby die regulasies uit wat in die Bylae hiervan vervat is, ter vervanging van die regulasies gepubliseer by Goewermenskennisgewing No. R. 1066 van 19 Julie 1963.

D. C. H. UYS,
Minister van Lande.

BYLAE.

1. Aansoeke om die verlening van tydelike okkupasie-regte as proefhuurders word by kennisgewing gevra in die *Staatskoerant* en in die vernaamste nuusblaaie.
2. 'n Aansoek om as proefhuurder aangeneem te word, moet skriftelik geskied in die vorm deur die Minister vereis.
3. Elke aansoek word aan die raad voorgelê vir 'n aanbeveling by die Minister of die applikant as proefhuurder aangeneem behoort te word.
4. By die keuse van applikante om vir aanname as proefhuurders aanbeveel te word, gee die raad, sover doenlik, voorkeur aan getroude persone wat nie eienaars is van grond wat na die mening van die raad geskik is om 'n redelike bestaan te verskaf nie.
5. Alvorens die aanname van 'n applikant as proefhuurder by die Minister aan te beveel, moet die raad oortuig wees dat die applikant-geestelik en liggaamlik geskik is om as toekomstige huurder opgelei te word en moet die applikant, sodra hy daarom versoek word, hom aan 'n mediese ondersoek deur 'n distriksgeneeshêr, sonder koste vir die Staat, onderwerp.
6. Van 'n applikant kan verlang word om persoonlik voor 'n plaaslike landraad of enige lid daarvan of voor 'n staatsamptenaar te verskyn om sodanige inligting te verstrek as wat die raad nodig ag.
7. Aan 'n persoon wat as proefhuurder aangeneem is, word 'n tydelike okkupasiereg verleen ten opsigte van 'n hoewe wat deur die Minister aan hom toegewys word.
8. Die Komitee van Beheer kan te eniger tyd, maar nie voor die verloop van drie jaar vanaf die datum van die aanvang van die tydelike okkupasiereg nie, sertifiseer dat 'n proefhuurder sy opleidingskursus bevredigend deurgemaak het en andersins geskik is om kragtens subartikel (2) van artikel *nege-en-twintig* van die Wet in aanmerking geneem te word vir die toekenning aan hom van 'n hoewe ingevolge die Wet.

9. Any person accepted as a probationary lessee shall occupy the holding in respect of which he has been granted a right of temporary occupation, within 30 days of the date of his being notified in writing by the superintendent that he has been so accepted. Provided that such period may, at the discretion of the superintendent, be extended for a further period or periods not exceeding a total of three months.

10. A probationary lessee shall during the whole of his period of probation personally and continuously occupy the holding in respect of which he has been granted a right of temporary occupation, and shall not absent himself from his holding without the permission in writing of the superintendent. A probationary lessee shall not, without the written consent of the Minister, permit any person other than his wife, his daughters, his minor sons, or any person who is dependent upon him, to reside on the holding.

11. A right of temporary occupation shall be personal to the probationary lessee to whom it has been granted and may not be transferred, ceded or assigned by him.

12. (a) The cost of seed, fertilizer, spraying materials and insecticides issued to a probationary lessee as well as advances granted for subsistence and labour shall be recovered from the probationary lessee during his right of temporary occupation as set out hereunder. The balance of the cost which is not recoverable shall be deemed to be a subsidy. [N.B.—Such costs shall not exceed the amount of two thousand rand (R2,000) per year. Of this amount not more than two hundred rand (R200) shall be advanced to a probationary lessee during the first year of his right of temporary occupation in respect of subsistence. No further advances for subsistence shall be granted.]

(i) Probationary lessees who personally occupy their holdings after promulgation of these regulations:—

1st year (i.e. 1 year as from the date of occupation):

33½ per cent of the above-mentioned cost or 40 per cent of the yield derived from crops produced during the year, whichever is the lesser.

2nd year: 50 per cent of the above-mentioned cost.

3rd year: 66½ per cent of the above-mentioned cost.

If the probationary lessee is subsidised with less than three thousand rand (R3,000) the purchase price of a holding which may be allotted to him shall be reduced by the difference between the total amount of the subsidy and three thousand rand (R3,000).

(ii) Probationary lessees who are in personal occupation of their holdings on the date of promulgation of these regulations:—

1st year (i.e. 1 year as from the date of occupation): 50 per cent of the above-mentioned cost.

2nd year: 50 per cent of the above-mentioned cost.

3rd year: 50 per cent of the above-mentioned cost.

For the purposes hereof completed years shall not be taken into consideration. In the case of uncompleted years the cost of seed, fertilizer, spraying materials and insecticides supplied by the Minister shall be taken into consideration only to ensure that the maximum amount of two thousand rand (R2,000) per annum mentioned in (a) is not exceeded for that year. In respect of annual crops, as well as lucerne and bananas which have not yet been reaped, and which are regarded as standing crops on the holding on the date of promulgation of these regulations, the cost of seed, fertilizer, spraying materials and insecticides provided by the Minister for these crops, shall be regarded as cost mentioned in paragraph (a). If such supplies were provided during a completed year, the cost shall not be regarded as cost incurred during the current year for the purpose of determining the maximum cost. In this case the maximum subsidy of three thousand rand (R3,000) shall be reduced by one thousand rand (R1,000) for every completed year

9. Iemand wat as proefhuurder aangeneem is, moet die hoewe ten aansien waarvan 'n tydelike okkupasiereg aan hom verleen is, binne 30 dae vanaf die datum waarop hy skriftelik deur die superintendent in kennis gestel is dat hy aldus aangeneem is, okkipeer. Met dien verstande dat sodanige tydperk na goeddunke van die superintendent vir 'n verdere tydperk of tydperke van hoogstens drie maande altesaam verleng mag word.

10. 'n Proefhuurder moet die hoewe ten aansien waarvan 'n tydelike okkupasiereg aan hom verleen is, gedurende sy hele proeftermyn persoonlik en onafgebroke okkipeer, en sonder skriftelike toestemming van die superintendent mag hy nie van sy hoewe afwesig wees nie. Sonder die skriftelike toestemming van die Minister mag 'n proefhuurder niemand anders as sy eggenote, sy dogters, sy onmon-dige seuns, of iemand wat van hom afhanklik is, toelaat om op die hoewe te woon nie.

11. 'n Tydelike okkupasiereg is 'n persoonlike reg van die proefhuurder aan wie dit verleen is en mag nie deur hom oorgemaak, gesedeer of oorgedra word nie.

12. (a) Die koste van saad, kunsmis, spuitstowwe en insektedoders aan 'n proefhuurder verskaf en ook voorskotte vir lewensonderhoud en arbeid aan hom toegestaan, word soos hieronder uiteengesit gedurende sy tydelike okkupasiereg op die proefhuurder verhaal. [Let wel.—Sodanige koste beloop hoogstens tweeduisend rand (R2,000) per jaar. Van hierdie bedrag word hoogstens tweehonderd rand (R200) gedurende die eerste jaar van sy tydelike okkupasiereg ten aansien van lewensonderhoud aan die proefhuurder voorgesket. Geen verdere voorskotte vir lewensonderhoud word toegestaan nie.] Die balans van die koste wat nie verhaalbaar is nie word gegag 'n subsidie te wees:—

(i) Proefhuurders wat in persoonlike okkupasie van hul howes tree na afkondiging van hierdie regulasies:—

1ste jaar (d.w.s. 1 jaar vanaf die datum van okkupasie): 33½ persent van bogenoemde koste of 40 persent van die opbrengs van enige oeste gedurende die jaar geproduseer, watter ook al die minste is.

2de jaar: 50 persent van bogenoemde koste.

3de jaar: 66½ persent van bogenoemde koste.

Indien die proefhuurder met minder as drieduisend rand (R3,000) gesubsidieer word, word die koopprys van 'n hoewe wat aan hom toegeken mag word, verminder met die verskil tussen die totale bedrag van die subsidie en drieduisend rand (R3,000).

(ii) Proefhuurders wat op die datum van afkondiging van hierdie regulasies reeds in persoonlike okkupasie van hulle howe is:—

1ste jaar (d.w.s. 1 jaar vanaf die datum van okkupasie): 50 persent van bogenoemde koste.

2de jaar: 50 persent van bogenoemde koste.

3de jaar: 50 persent van bogenoemde koste.

Vir die toepassing hiervan word voltooide jare buite rekening gelaat. Vir onvoltooide jare word die koste van saad, kunsmis, spuitstowwe en insektedoders wat deur die Minister verskaf is in aanmerking geneem slegs om te verseker dat die maksimum van tweeduisend rand (R2,000) per jaar in (a) genoem nie vir daardie jaar oorskry word nie. Ten opsigte van eenjarige gewasse, sowel as lusern en piesangs wat nog geen opbrengs gelewer het nie en wat as staande oeste op 'n hoewe is by afkondiging van hierdie regulasies, word die koste van die saad, kunsmis, spuitstowwe en insektedoders deur die Minister vir sulke oeste verskaf as koste genoem in paragraaf (a) beskou. Indien sulke voorrade verskaf is gedurende 'n voltooide jaar word dit nie as koste in 'n lopende jaar beskou vir die bepaling van die maksimum koste nie. In hierdie geval word die maksimum subsidie van drieduisend rand (R3,000) verminder met eenduisend rand (R1,000) vir elke voltooide jaar voor datum van

prior to the date of promulgation of these regulations and the purchase price of a holding which may be allotted to the probationary lessee shall be reduced by the difference between the maximum and actual amounts of the subsidy.

(b) Should a probationary lessee's right of temporary occupation continue for more than three years the full amount of the supplies issued, services rendered and advances granted referred to in paragraph (a) shall be recovered.

(c) The total amount advanced to a probationary lessee during his right of temporary occupation shall be repaid by him on or before the date of passing out on the basis mentioned in paragraphs (a) and (b).

(d) Any seed, fertilizer, spraying material and insecticides supplied to a probationary lessee shall remain the property of the State and shall be utilised as prescribed by the superintendent of the settlement. None of these supplies may be removed from the holding without the written authority of the superintendent.

13. (a) A probationary lessee shall comply with such instructions as may from time to time be issued by the superintendent in regard to the use, care and maintenance of the improvements on his holding and of equipment and other articles belonging to the State which are in his charge. He shall give an undertaking in writing to cause to be repaired, at his own expense, subject to the provisions of paragraph (c), the equipment and other articles issued to him by the superintendent.

(b) A probationary lessee shall be liable for loss or damage caused by him or his family or other dependants approved in terms of regulation 10 or servants to improvements on his holding, if, in the opinion of the superintendent, such loss or damage is due to the negligence or carelessness of the probationary lessee or to disregard of instructions lawfully given to him.

(c) The loss, as assessed by the superintendent, and the cost of repairing equipment and other articles, shall be deducted from any amounts to which the probationary lessee may be entitled under regulation 17, or be paid out of any moneys standing to his credit in the trust account referred to in that regulation.

14. A probationary lessee shall not bring any livestock on to the settlement except with the permission of the superintendent.

15. (a) A probationary lessee shall comply with such instructions as the superintendent may issue from time to time in regard to the dipping, spraying and hand-dressing of any livestock maintained by him or in his use, charge or care on the settlement.

(b) Fees and other charges, according to a scale to be determined by the Minister from time to time, in connection with such dipping, spraying and hand-dressing of livestock, shall be paid by the probationary lessee and may be deducted from any amounts to which he may be entitled under regulation 17, or may be paid out of moneys standing to his credit in the trust account referred to in that regulation.

16. The probationary lessee shall be responsible for any of his livestock or livestock placed in his care which is impounded.

17. (a) All agricultural products of a holding in respect of which a right of temporary occupation has been granted, other than produce for domestic consumption of the probationary lessee shall be the property of the State which may make arrangements for the sale, disposal or transportation thereof by the probationary lessee at his own expense to any place within or outside the settlement area as determined by the superintendent. From the proceeds derived from the sale or disposal of such products there shall be deducted the costs of reaping and marketing (including bags or other containers) and of transport, other than the said transport costs for which the probationary lessee is liable, and any amounts due under regulations 12, 13 and 15, and of the balance eighty-five per

afkondiging van hierdie regulasies en word die koopprys van 'n hoewe wat aan die proefhuurder toegeken mag word, verminder met die verskil tussen die maksimum en werklike bedrae van die subsidie.

(b) Indien 'n proefhuurder se tydelike okkupasiereg langer as drie jaar voortduur, word die volle bedrag van die in paragraaf (a) vermelde voorrade verskaf, dienste gelewer en voorskotte toegestaan, verhaal.

(c) Die totale bedrag gedurende 'n proefhuurder se tydelike okkupasiereg aan hom voorgeskiet, moet voor of op die datum van uitpassing deur hom terugbetaal word op die basis soos in paragrafe (a) en (b) uiteengesit.

(d) Enige saad, kunsmis, spuitstowwe en insektedoders wat aan 'n proefhuurder verskaf word, bly die eiendom van die Staat en moet aangewend word soos deur die superintendent van die nedersetting voorgeskryf word. Geeneen van die artikels mag sonder die skriftelike goedkeuring van die superintendent van die hoewe verwyder word nie.

13. (a) 'n Proefhuurder moet sulke voorskrifte nakom as wat van tyd tot tyd deur die superintendent uitgevaardig word in verband met die gebruik, versorging en instandhouding van die verbeterings op sy hoewe en van uitrusting en ander goed onder sy sorg wat aan die Staat behoort. Hy moet skriftelik onderneem om, behoudens die bepalinge van paragraaf (c), die uitrusting en ander goed wat deur die superintendent aan hom uitgereik word, op eie koste te laat herstel.

(b) 'n Proefhuurder is aanspreeklik vir verlies of skade deur hom of sy gesin of ander ingevolge regulasie 10 goedgekeurde afhanklikes of diensbodes veroorsaak aan verbeterings op sy hoewe, indien, na die mening van die superintendent, die verlies of skade te wyte is aan die nalatigheid of sorgeloosheid van die proefhuurder of aan die verontagsaming van bevels wat op wettige gesag aan hom gegee is.

(c) Die verliese, soos deur die superintendent vasgestel, en die herstelkoste van uitrusting en ander goed, word afgetrek van bedrae waarop die proefhuurder geregtig is volgens regulasie 17 of word betaal uit geld wat in sy krediet staan in die trustrekening in daardie regulasie genoem.

14. Behalwe met toestemming van die superintendent, mag 'n proefhuurder geen vee op die nedersetting bring nie.

15. (a) 'n Proefhuurder moet sulke voorskrifte nakom as wat die superintendent van tyd tot tyd uitvaardig in verband met die dip, spuit en behandeling met die hand van vee wat op die nedersetting deur hom onderhou, beheer of versorg word of in sy gebruik is.

(b) Geld en ander koste ten aansien van die dip, spuit en behandeling met die hand van vee moet volgens 'n skaal wat van tyd tot tyd deur die Minister vasgestel word, deur die proefhuurder betaal word en kan van enige bedrae, waarop hy geregtig is kragtens regulasie 17, afgetrek word of uit geld in sy krediet in die trustrekening in daardie regulasie genoem, betaal word.

16. Die proefhuurder is verantwoordelik vir enige van sy vee of vee wat onder sy sorg geplaas is wat geskud word.

17. (a) Alle landbouprodukte van 'n hoewe, ten aansien waarvan 'n tydelike okkupasiereg verleen is, uitgesonderd produkte vir huishoudelike gebruik van die proefhuurder, is die eiendom van die Staat wat reëlins kan tref vir die verkoop daarvan, beskikking daarvoor en die vervoer daarvan deur die proefhuurder op eie koste na enige plek binne of buite die gebied van die nedersetting soos deur die superintendent bepaal. Van die inkomste uit die verkoop van of beskikking oor sodanige produkte word die koste van oes en bemarking (insluitende sakke of ander houers) en die vervoerkoste, uitgesonderd genoemde vervoerkoste waarvoor die proefhuurder aanspreeklik is, en enige bedrae verskuldig ingevolge regulasies 12, 13 en 15 afgetrek en van die balans word vyf-en-tagtig persent

cent (85%) shall be paid to the probationary lessee and fifteen per cent (15%) credited to an account to be opened in the name of the Secretary for Lands in trust for the probationary lessee.

Amounts in this trust account shall be deposited with the Public Debt Commissioners and interest received shall be credited to the trust account.

(b) On the satisfactory completion of a period of training under these regulations and on the allotment of a holding to the probationary lessee in terms of sub-section (2) of section *twenty-nine* of the Act, the amount standing to the credit of the probationary lessee in his trust account, less any amounts for which he may be liable under these regulations or any agreement of sale entered into with the Minister, may be applied by the Secretary for Lands, or any officer authorised thereto by him in writing, to the payment of any advances which may be made to the probationary lessee or for the payment of rent, interest or any other amounts which become or may become due and payable under the lease: Provided that notwithstanding anything to the contrary contained in this sub-regulation, the Secretary for Lands, or any officer authorised thereto by him in writing, may pay to the lessee out of the amount standing to his credit in the said trust account, an amount to cover living expenses and other moneys required by him.

(c) On the termination of the right of temporary occupation by reason of the expiration of the period of probation, or on the termination or cancellation thereof in terms of regulation 25, any amount standing to the credit of the probationary lessee in the said trust account, less any amounts for which he has become liable under these regulations, shall be paid to him or his legal representative.

18. A probationary lessee shall not have any "by-woner" or employ labourers on his holding: Provided that nothing contained in this regulation shall prevent the superintendent from permitting the employment of such labourers and their accommodation on a site on or outside the holding indicated by and in suitable quarters erected under the supervision and to the satisfaction of the superintendent, whilst so employed by the probationary lessee.

19. A probationary lessee shall not without the prior written consent of the superintendent incur any debt whatever or allow any member of his family or other dependant residing with him to do so. Such consent shall not imply that the payment of any debt is guaranteed by the superintendent or the State.

20. (a) No building, sheds or structures shall be erected by a probationary lessee on the holding without the consent of the superintendent.

(b) On the termination or cancellation of his right of temporary occupation no compensation shall be payable by the State for any improvement effected by a probationary lessee on his holding at his own expense or for material used in connection with such improvements.

21. A probationary lessee shall not waste the water from any canal or furrow and shall use the water supplied to him for use on his holding, in accordance with the instructions of the superintendent, and he shall not interfere with the flow of or pollute the water in any canal and water furrow, or damage any canal, furrow or other irrigation work.

No bathing or washing of clothes shall be allowed in any of the canals or furrows.

22. Without the permission of the superintendent a probationary lessee shall not fell or damage any tree on the settlement or allow any other person to do so.

23. A probationary lessee shall comply with all instructions issued by the superintendent in respect of any or all of the following matters:—

(a) The number, kind and quality of livestock and the quantity and kind of crops or trees to be kept, grown or planted on his holding;

(85%) aan die proefhuurder uitbetaal en vyftien persent (15%) gekrediteer in 'n rekening, wat op naam van die Sekretaris van Lande in trust vir die proefhuurder geopen moet word.

Bedrae in hierdie trustrekening moet by die Staatskuld-kommissarisse belê word en rente ontvang moet op die trustrekening gekrediteer word.

(b) By bevredigende voltooiing van 'n opleidingstermyn ooreenkomstig hierdie regulasies en by toekenning van 'n hoewe aan die proefhuurder kragtens subartikel (2) van artikel *nege-en-twintig* van die Wet, kan die bedrag wat in die kredit van die proefhuurder in sy trustrekening staan, min bedrae waarvoor hy ingevolge hierdie regulasies, of enige koopakte met die Minister aangegaan, aanspreeklik is, deur die Sekretaris van Lande, of 'n beampte skriftelik deur hom daartoe gemagtig, gebruik word vir die betaling van voorskotte wat aan die proefhuurder toegestaan word of vir die betaling van huur, rente of enige ander bedrae wat ingevolge die huurkontrak verskuldig en betaalbaar word of mag word: Met dien verstande dat, ondanks andersluidende bepalings van hierdie subregulasie, die Sekretaris van Lande, of 'n beampte wat skriftelik daartoe deur hom gemagtig is, 'n bedrag tot dekking van koste van lewensonderhoud en ander geld wat hy nodig het uit die bedrag wat in sy kredit in genoemde trustrekening staan, aan die huurder kan betaal.

(c) By beëindiging van die tydelike okkupasierereg as gevolg van verstryking van die proeftermyn, of by beëindiging of kansellering daarvan kragtens regulasie 25, word enige bedrag wat in die kredit van die proefhuurder in genoemde trustrekening staan, min bedrae waarvoor hy kragtens hierdie regulasie aanspreeklik is, aan hom of aan sy wettige verteenwoordiger betaal.

18. 'n Proefhuurder mag geen bywoner hê, of arbeiders op sy hoewe in diens neem nie: Met dien verstande dat geen bepaling in hierdie regulasie vervat die superintendent belet om die indiensneming van sulke arbeiders en hul verblyf op 'n terrein op of buite die hoewe aangewys deur en in geskikte behuising opgerig onder die toesig en tot tevredenheid van die superintendent, vir solank hulle aldus vir die proefhuurder werksaam is, toe te laat nie.

19. 'n Proefhuurder mag, behalwe wanneer hy vooraf die skriftelike toestemming van die superintendent verkry het, hoegenaamd geen skuld maak, of toelaat dat 'n lid van sy gesin of ander afhanklike, wat by hom inwoon, dit doen nie. Sodanige toestemming is geen stilswyende erkenning dat die betaling van enige skuld deur die superintendent of die Staat gewaarborg word nie.

20. (a) Behalwe met die toestemming van die superintendent mag geen geboue, skure of bouwerk deur 'n proefhuurder op die hoewe opgerig word nie.

(b) By beëindiging of kansellering van sy tydelike okkupasierereg, word deur die Staat geen vergoeding vir verbeterings, deur 'n proefhuurder op sy hoewe op eie koste aangebring of vir materiaal gebruik ten aansien van sulke verbeterings, betaal nie.

21. 'n Proefhuurder mag nie die water uit 'n kanaal of watervoor vermors nie, en moet die water, aan hom verskaf vir gebruik op sy hoewe, gebruik volgens die voorskrifte van die superintendent. Ook mag hy nie die water in 'n kanaal en watervoor belemmer of besoedel nie, of 'n kanaal, watervoor, of ander besproeiingswerk beskadig nie en geen baaierie of was van klere word in enige van die kanale en watervore toegelaat nie.

22. Sonder die toestemming van die superintendent mag 'n proefhuurder geen bome op die nedersetting afkap of beskadig of iemand anders toelaat om dit te doen nie.

23. 'n Proefhuurder moet uitvoering gee aan alle voorskrifte wat in verband met alle of enigeen van ondergenoemde sake deur die superintendent uitgevaardig word:—

(a) Die getal, soorte en gehalte vee en die hoeveelheid en soort gesaaides of bome wat op sy hoewe aangehou, verbou of geplant moet word;

- (b) the manner of grazing and working his holding, the care, dipping and spraying of livestock, the treatment of stock diseases, the planting, cultivating, irrigation and reaping of crops and the planting, pruning, spraying and irrigation of trees;
- (c) the maintenance of the fertility of the soil, the layout of beds and construction of terraces on the holding, the combating of soil erosion or the prevention of any other damage which may affect the value of the holding;
- (d) the use, care and maintenance of improvements, including the rendering of personal labour gratuitously in connection with the repair and maintenance of improvements, furrows, feeders and roads, the making and maintenance of firebreaks, and the extinguishing of veld fires within or threatening the settlement;
- (e) the eradication of noxious and other weeds on the settlement;
- (f) the examination of vermin, including rodents and ants, on the settlement;
- (g) the planting of trees and other plants on the holding to serve as windbreaks or to provide shade;
- (h) the protection and preservation of fish, game and birds;
- (i) the protection, conservation and management of grazing areas;
- (j) generally all matters considered necessary to ensure the proper training of probationary lessees, proper conditions of sanitation, prevention of nuisances, and the general health and welfare of the probationary lessees.

24. The right of temporary occupation granted to a probationary lessee shall terminate upon the death of the probationary lessee or upon the making of an order by a competent court directing that he be detained as a mentally disordered or mentally defective person, or declaring him incapable of managing his own affairs.

25. The right of temporary occupation granted to a probationary lessee may at any time be cancelled by the Minister after consultation with the Committee of Control, if the probationary lessee—

- (a) disobeys any lawful instruction issued by the Minister, Committee of Control or the superintendent;
- (b) is negligent in the performance of his duties;
- (c) is guilty of misconduct, or uses abusive or obscene language on the settlement, or is indolent or intemperate in his habits or, if in the opinion of the Minister, his conduct or that of any member of his family or any person residing with him, is objectionable or prejudicial to the interest of the settlement;
- (d) fails to occupy the holding within the period prescribed in regulation 9, or absents himself from his holding without the consent of the superintendent;
- (e) is certified by a registered medical practitioner to be suffering from a disease which, in the opinion of that medical practitioner, makes him unsuitable for further training as a prospective lessee, or makes it undesirable in the interest of the settlement that he should remain on the settlement;
- (f) has made a false declaration in his application form;
- (g) fails to comply with any provision of these regulations;
- (h) desires to surrender his right of temporary occupation.

26. (a) Upon the cancellation by the Minister, under the provisions of regulation 25, of the right of temporary occupation in respect of a holding granted to a probationary lessee, a written notice of cancellation of the

- (b) die wyse van beweidings en verbouing van sy hoewe, die versorging, dip en spuit van vee, die behandeling van veesiektes, die plant, bewerking, besproeiing en oes van gesaaides en die plant, snoei, spuit en besproeiing van bome;
- (c) die instandhouding van die vrugbaarheid van die grond, die aanlê van beddings en terrasse op die hoewe, die bestryding van grondverspoeling of die voorkoming van ander skade wat die waarde van die hoewe kan beïnvloed;
- (d) die gebruik, oppas en instandhouding van verbeterings, met inbegrip van die kostelose verrigting van persoonlike arbeid in verband met die herstel en instandhouding van verbeterings, watervore, afleivore en paaie en die maak en instandhouding van voorbrande en die blus van veldbrande binne die nedersetting of wat die nedersetting bedreig;
- (e) die uitroei van skadelike en ander onkruid op die nedersetting;
- (f) die uitroei van ongedierte met inbegrip van knaagdiers en miere op die nedersetting;
- (g) die plant van bome en ander gewasse op die hoewe om te dien as windskerms of om skadu te verskaf;
- (h) die beskerming en behoud van vis, wild en voëls;
- (i) die beskerming, behoud en beheer van weiveld;
- (j) in die algemeen, alle sake wat nodig geag word tot versekering van die behoorlike opleiding van proefhuurders, behoorlike sanitêre toestande, voorkoming van oorlas en die algemene gesondheid en welsyn van die proefhuurders.

24. Die tydelike okkupasierereg aan 'n proefhuurder verleen, word beëindig met die dood van die proefhuurder, of op bevel uitgevaardig deur 'n bevoegde hof waarin gelas word dat hy aangehou word as 'n geestesgekrekte of swaksinnige persoon of verklaar word dat hy onbevoeg is om sy eie sake te beheer.

25. Die tydelike okkupasierereg aan 'n proefhuurder verleen, kan te eniger tyd deur die Minister, na oorlegpleging met die Komitee van Beheer, gekanselleer word, indien die proefhuurder—

- (a) ongehoorsaam is aan 'n wettige bevel wat deur die Minister, Komitee van Beheer of die superintendent gegee word;
- (b) nalatig is in die nakoming van sy pligte;
- (c) skuldig is aan wangedrag of op die nedersetting lasterlike of liederlike taal besig, of lui of onmatig in sy gedrag is, of as sy gedrag of dié van 'n lid van sy gesin, of van iemand wat by hom inwoon, volgens die oordeel van die Minister aanstootlik of skadelik is vir die belang van die nedersetting;
- (d) die hoewe nie binne die tydperk in regulasie 9 voorgeskryf okkipeer nie of sonder verlof van die superintendent van sy hoewe afwesig is;
- (e) gesertifiseer word deur 'n geregistreerde mediese praktisyn dat hy aan 'n siekte ly, wat, volgens die oordeel van daardie mediese praktisyn, hom ongeskik maak vir verdere opleiding as 'n toekomstige huurder, of wat dit in belang van die nedersetting onwenslik maak om hom toe te laat om op die nedersetting te bly;
- (f) in sy aansoekvorm 'n valse verklaring gemaak het;
- (g) in gebreke bly om enige bepaling van hierdie regulasies na te kom;
- (h) begerig is om sy tydelike okkupasierereg op te sê.

26. (a) Wanneer die tydelike okkupasierereg ten opsigte van 'n hoewe verleen aan 'n proefhuurder deur die Minister kragtens die bepalings van regulasie 25 gekanselleer is, moet 'n skriftelike kennisgewing van kansellering van die tydelike okkupasierereg ten opsigte van die hoewe aan die proefhuurder bestel word. Daarin moet vermeld word

right of temporary occupation in respect of the holding shall be served on the probationary lessee. In such notice it shall be stated that he and his family shall vacate the holding within 30 days of the date on which the notice was served on him, that all livestock, equipment and other articles belonging to the State which may be in his care and all livestock, implements and other things acquired with an advance made in terms of paragraph (g) of sub-section (3) of section *twenty-nine* of the Act for which payment has not been made, shall be handed over by him to the superintendent.

(b) For the purpose of any notice to be served on a probationary lessee under paragraph (a), notice delivered to any responsible person residing on his holding shall be sufficient.

27. (a) On the cancellation under regulation 25 or for any reason whatsoever of a probationary lessee's right of temporary occupation of a holding, or on the termination of a probationary lessee's right of temporary occupation of the holding under regulation 24, he and his family shall vacate the holding within the period specified in regulation 26 (a) and all livestock and implements belonging to him or a member of his family shall be removed therefrom.

(b) On the cancellation or termination of the right of temporary occupation of a holding the probationary lessee and his family shall forfeit the right to claim any share in the proceeds of produce, including that of livestock and progeny thereof, not sold or taken possession of by the State prior to such cancellation or termination: Provided that in special cases the Minister may, after consultation with the Committee of Control, pay the probationary lessee or his family such share in the proceeds of the said produce, including that of livestock and the progeny thereof, as he may deem fair and reasonable, after deducting any unpaid amounts for which the probationary lessee may be liable under these regulations and the cost of the care of the crops and livestock by the Department.

(c) In the event of the termination or cancellation of a probationary lessee's right of temporary occupation of a holding under regulation 24 or 25 he shall pay all the amounts which may have become payable in respect of livestock, equipment, other articles and wages, etc.

28. All correspondence from a probationary lessee relating to his holding or matters affecting the settlement, shall be addressed to the superintendent. A probationary lessee shall not enter into correspondence direct with the Minister, the Secretary for Lands, the Regional Representative, a Member of Parliament or Provincial Council, or a member of the local board or of the board in regard to any matters affecting the settlement. Such correspondence may, however, at any time be handed to the superintendent for transmission to the persons concerned, provided the superintendent knows the contents thereof.

29. In these regulations unless inconsistent with the context—

“board” means the Central Land Board constituted under section *two* of the Act;

“Committee of Control” means the committee of control constituted under section *sixteen* of the Act for the settlement;

“holding” means any State-owned land in respect of which a right of temporary occupation has been granted under sub-section (f) of section *twenty-nine* of the Act;

“livestock” includes all large stock, small stock, poultry, pigs and all domestic animals;

“local board” means a local land board constituted under section *seven* of the Act;

“Minister” means the Minister of Lands;

“settlement” means the settlement on which the probationary lessee has been granted a right of temporary occupation;

“superintendent” means the superintendent of the settlement or any officer acting under his authority;

“the Act” means the Land Settlement Act, 1956 (Act No. 21 of 1956).

dat hy en sy gesin die hoewe binne 30 dae vanaf die datum waarop die kennisgewing aan hom bestel is, moet verlaat, dat hy alle vee, uitrusting en goed wat die eiendom van die Staat is en wat onder sy sorg is en alle vee, gereedskap en ander goed verkry met 'n voorskot kragtens paragraaf (g) van subartikel (3) van artikel *nege-en-twintig* van die Wet verleen, waarvoor nog nie betaal is nie, aan die superintendent moet afgee.

(b) Vir die doeleindes van 'n kennisgewing wat kragtens paragraaf (a) aan 'n proefhuurder bestel moet word, is aflewering van die kennisgewing aan 'n verantwoordelike persoon wat op sy hoewe woonagtig is, voldoende.

27. (a) By kansellering van 'n proefhuurder se tydelike okkupasiering van 'n hoewe kragtens regulasie 25 of om watter rede ook al, of by beëindiging van 'n proefhuurder se tydelike okkupasiering van die hoewe kragtens regulasie 24, moet hy en sy gesin die hoewe binne die tydperk vermeld in regulasie 26 (a) ontruim en alle vee en gereedskap wat aan hom of 'n lid van sy gesin behoort, moet daarvan verwyder word.

(b) By kansellering of beëindiging van die tydelike okkupasiering van 'n hoewe verbeur die proefhuurder en sy gesin die reg om aanspraak te maak op 'n aandeel in die opbrengs van produkte insluitende dié van vee en aanteel wat nie voor genoemde kansellering of beëindiging deur die Staat verkoop of in besit geneem is nie. Met dien verstande dat in besondere gevalle die Minister, na oorlegpleging met die Komitee van Beheer, aan die proefhuurder of sy gesin so 'n aandeel in die opbrengs van genoemde produkte, insluitende dié van vee en aanteel, kan betaal as wat hy redelik en billik ag, na aftrekking van enige onbetaalde bedrae waarvoor die proefhuurder ingevolge hierdie regulasies aanspreeklik is, en die koste van versorging van die oeste en vee deur die departement.

(c) Indien 'n proefhuurder se tydelike okkupasiering van 'n hoewe kragtens regulasie 24 of 25 beëindig of gekanselleer word, moet hy alle bedrae betaal wat ten opsigte van vee, uitrusting, ander goed en lone, ens., betaalbaar geword het.

28. Alle briefwisseling van die proefhuurder aangaande sy hoewe of sake wat die nedersetting betref, moet aan die superintendent gerig word. Die proefhuurder mag, in verband met sake aangaande die nedersetting, nie regstreeks aan die Minister, die Sekretaris van Lande, die Streeksvertegenwoordiger, 'n lid van die Parlement of Provinsiale Raad of 'n lid van die plaaslike raad of van die raad skryf nie. Sodanige briefwisseling mag egter te eniger tyd aan die superintendent oorhandig word vir deursending aan genoemde persone, mits die superintendent kennis dra van die inhoud daarvan.

29. Tensy in stryd met die samehang, beteken in hierdie regulasies—

„die Wet” die Nedersettingswet, 1956 (Wet No. 21 van 1956);

„hoeve” enige Staatsgrond ten aansien waarvan 'n tydelike okkupasiering kragtens subartikel (1) van artikel *nege-en-twintig* van die Wet verleen is;

„Komitee van Beheer” die komitee van beheer wat vir die nedersetting kragtens artikel *sestien* van die Wet ingestel is;

„Minister” die Minister van Lande;

„nedersetting” die nedersetting waarop die proefhuurder 'n tydelike okkupasiering toegestaan is;

„plaaslike raad” 'n plaaslike landraad kragtens artikel *sewe* van die Wet ingestel;

„raad” die Sentrale Landraad kragtens artikel *twee* van die Wet ingestel;

„superintendent” die superintendent van die nedersetting of 'n amptenaar wat op sy gesag handel;

„vee” sluit in alle grootvee, kleinvee, pluimvee, varke en alle huisdiere.

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