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EXTRAORDINARY



BUITENGEWONE

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All Proclamations, Government and General Notices, published for the first time, are indicated by a ★ in the left-hand upper corner.

Alle Proklamasies, Goewerments- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linkerbahoek met 'n ★ gemerk.

GOVERNMENT NOTICE

DEPARTMENT OF LANDS.

The following Government Notice is published for general information:—

★ No. 1654.]

[13 October 1938.]

It is hereby notified for general information that His Excellency the Governor-General has been pleased—

- (1) to approve of the repeal of the regulations framed under the Land Settlement Act, 1912 (as amended), and published under Government Notice No. 2147, dated 4th December, 1925, as amended from time to time; and
- (2) to make the following regulations in terms of sub-section (1) of section *forty six* of the Land Settlement Act, 1912, as amended:—

GOEWERMENSKENNISGEWING

DEPARTEMENT VAN LANDE.

Onderstaande Goewermentskennisgewing word vir algemene informasie gepubliseer:—

★ No. 1654.]

[13 Oktober 1938.]

Hierby word vir algemene informasie bekendgemaak dat dit Sy Eksellensie die Goewerneur-generaal behaag het om—

- (1) goedkeuring te verleen vir die herroeping van die regulasies kragtens „de Kroongrond Nederzettings Wet, 1912” (soos gewysig), uitgevaardig en afgekondig by Goewermentskennisgewing No. 2147, gedateer 4 Desember 1925, soos van tyd tot tyd gewysig; en
- (2) die volgende regulasies ingevolge sub-artikel (1) van artikel *ses-en-veertig* van „de Kroongrond Nederzettingwet, 1912”, te maak:—

REGULATIONS.

In these regulations the expression " the Act " means the Land Settlement Act, 1912, as amended from time to time.

Powers, Duties, Functions and Procedure of Land Board.

1. The central land board shall meet for the despatch of business at Pretoria at such time or times as the Minister may decide: provided that the Minister may in his discretion authorize the board to meet at other centres.

2. Every local land board shall meet for the despatch of business at such time or times as the Minister may decide.

3. The local land boards shall meet for the despatch of business at the following places, respectively:—

- (a) the local land board appointed in terms of paragraph (a) of sub-section (1) of section *three bis* of the Act, at Pietermaritzburg;
- (b) the local land board appointed in terms of paragraph (b) of that sub-section, at Bloemfontein;
- (c) the local land board appointed in terms of paragraph (c) of that sub-section, at Pretoria;
- (d) the local land board appointed in terms of paragraph (d) of that sub-section, at Capetown;
- (e) the local land board appointed in terms of paragraph (e) of that sub-section, at Pretoria:

Provided that the Minister may in his discretion authorize any local land board to meet at any other centre.

4. The Minister may designate any member of the central land board as an alternate chairman who shall act as chairman of the board during the absence of the chairman appointed by the Governor-General. Failing the appointment by the Minister of an alternate chairman, or if both the chairman and the alternate are absent from any meeting of the board, the members of the board present at any meeting thereof, shall appoint one of their number to act as chairman for the duration of such meeting. Any alternate chairman or acting chairman shall while so acting during the absence of the chairman or alternate chairman perform all the powers and functions of the chairman.

5. The provisions of regulation 4 shall *mutatis mutandis* apply to every local land board.

6. The members of the central land board or of any of the local land boards present at any meeting may adjourn such meeting to such other day as a majority present at such meeting shall determine by votes.

7. The central land board or any local land board may appoint any one or more of its members as a sub-committee for the purpose of more fully investigating or reporting on any matter referred to it by the Minister or connected with the business of the Board, and the report of such sub-committee shall be made to the Board.

8. The Minister may appoint for the central land board or for each local land board an officer to act as secretary or clerk thereto. Such officer shall be responsible for all the books, records, papers and documents referred to the Board and held by it, and he shall enter all the proceedings of the Board at each meeting in a minute-book to be kept for that purpose.

9. The central land board and every local land board shall at each meeting confirm, after amendment, if necessary, the minutes of the previous meeting, which shall thereafter be signed by the chairman and shall constitute the official record of the decisions of such previous meeting. Any report or recommendation made to the Minister by the central land board or made to the central land board by a local land board shall form appendices to the minutes and be referred to therein. A copy of the confirmed minutes and reports shall be forthwith sent to the Minister and, in the case of a local land board, to the central land board.

10. Any member of the central land board or of a local land board shall, in the circumstances described in section *six* of the Act, acquaint the chairman of the fact that he is interested in the matter under discussion, and shall retire from the meeting until such matter has been decided.

REGULASIES.

In hierdie regulasies beteken die uitdrukking „die Wet” die „Kroongrond Nederzettingwet, 1912”, soos van tyd tot tyd gewysig.

Bevoegdhede, Pligte, Funksies en Prosedure van Landrade.

1. Die sentrale landraad moet vir die behandeling van sake op sodanige tyd of tye te Pretoria vergader as die Minister kan bepaal, met dien verstande dat die Minister na goeddunke die raad kan magtig om op ander plekke te vergader.

2. Elke plaaslike landraad moet vir die behandeling van sake op sodanige tyd of tye vergader as die Minister kan bepaal.

3. Die plaaslike landrade moet vir die behandeling van sake respektieffik op ondergenoemde plekke vergader:—

- (a) Die plaaslike landraad wat kragtens paragraaf (a) van subartikel (1) van artikel drie bis van die Wet aangestel is, te Pietermaritzburg;
- (b) die plaaslike landraad wat kragtens paragraaf (b) van genoemde subartikel aangestel is, te Bloemfontein;
- (c) die plaaslike landraad wat kragtens paragraaf (c) van genoemde subartikel aangestel is, te Pretoria;
- (d) die plaaslike landraad wat kragtens paragraaf (d) van genoemde subartikel aangestel is, te Kaapstad;
- (e) die plaaslike landraad wat kragtens paragraaf (e) van genoemde subartikel aangestel is, te Pretoria:

met dien verstande dat die Minister 'n plaaslike landraad na goeddunke kan magtig om op 'n ander plek te vergader.

4. Die Minister kan 'n lid van die sentrale landraad tot plaasvervangende voorsitter benoem, en hy tree tydens die afwesigheid van die voorsitter deur die Goewerneur-generaal benoem as voorsitter van die raad op. As die Minister geen plaasvervangende voorsitter benoem het nie, of as die voorsitter en die plaasvervangende voorsitter albei van 'n vergadering van die raad afwesig is, wys die lede van die raad wat op 'n vergadering daarvan aanwesig is, een uit hul midde aan om tydens die duur van sodanige vergadering as voorsitter te ageer. 'n Plaasvervangende voorsitter of 'n waarnemende voorsitter oefen, solank hy gedurende die afwesigheid van die voorsitter of die plaasvervangende voorsitter as sodanig ageer, alle magte en funksies van die voorsitter uit.

5. Die voorskrifte van regulasie 4 is *mutatis mutandis* op elke plaaslike landraad van toepassing.

6. Die lede van die sentrale landraad of van een van die plaaslike landrade wat op 'n vergadering aanwesig is, kan so 'n vergadering verdaag tot 'n ander dag, wat 'n meerderheid op so 'n vergadering aanwesig deur stemming bepaal.

7. Die sentrale landraad of 'n plaaslike landraad kan een of meer van sy lede tot 'n subkomitee benoem om vollediger ondersoek in te stel na, of te rapporteer oor, alle sake wat deur die Minister na hom verwys is, of wat in verband staan met die sake van die Raad, en die rapport van so 'n subkomitee moet aan die Raad uitgebring word.

8. Die Minister kan vir die sentrale landraad of vir iedere plaaslike landraad 'n amptenaar aanstel om as sekretaris of klerk daarvan op te tree. So 'n amptenaar is verantwoordelik vir alle boeke, registers, aantekeninge, papiere en dokumente wat na die Raad verwys of deur die Raad gehou word en hy moet al die verrigtinge van die Raad op elke vergadering aanteken in 'n notuleboek vir daardie doel gehou.

9. Op iedere vergadering moet die sentrale landraad en iedere plaaslike landraad die notule van die vorige vergadering, so nodig na wysiging, bekragtig, waarna hulle deur die voorsitter onderteken moet word en die offisiële notule uitmaak van die besluite van die vorige vergadering. Rapporte of aanbevelinge van die sentrale landraad aan die Minister of van 'n plaaslike landraad aan die sentrale landraad moet as aanhangsels by die notule gevoeg en daarin vermeld word. 'n Kopie van die notule wat goedgekeur is en van die rapporte moet dadelik aan die Minister, en in die geval van 'n plaaslike landraad, aan die sentrale landraad gestuur word.

10. 'n Lid van die sentrale landraad of van 'n plaaslike landraad moet onder die omstandighede bedoel in artikel ses van die wet die voorsitter in kennis stel met die feit dat hy by die saak onder bespreking belang het en moet die vergadering verlaat totdat so 'n saak afgehandel is.

11. The central land board or any member thereof deputed by it and every local land board or any member thereof deputed by it may for the purposes of advising, reporting, considering, or recommending on any matter referred to it, make such inspections of holdings, premises, and live stock or progeny thereof as may be necessary, and shall have the same right at all reasonable times to enter upon and inspect any holding or premises or any buildings, boreholes, windmills, or works of any kind thereon that the Minister has under the Act.

12. The Minister may require any applicant for a holding or any lessee to appear before him or the central land board, or any local land board, or any member of the central land board or of any local land board, or any magistrate, inspector of lands or other authorized official for the purpose of investigating any matter in connexion with any holding or any application for an advance, and the applicant or the lessee, as the case may be, may be required to make a declaration as to the accuracy of his statements.

Remuneration Payable to Members of Land Boards.

13. (1) For every day in excess of twenty-one in any year of office on which the chairman or any member of the central land board (other than an officer in the public service) is absent from any meeting of the central land board, or any inspection or other duty which the board has resolved should be undertaken by him or by the board or a sub-committee thereof of which he is a member, the remuneration for that year of office prescribed by sub-section (11) of section *three* of the Act shall be reduced by the sum of three pounds, unless such absence is due to the member attending a meeting of a local land board or performing any inspection or duty entrusted to him by such board: Provided that the Minister may, if he is satisfied that the absence of the chairman or any member was due to illness or other unavoidable cause, direct that such reduction be not made or that only a portion of such reduction be made.

(2) The chairman and any member of the central land board when travelling from his place of residence to Pretoria to attend his first meeting of the central land board or when returning from Pretoria to his usual place of residence on the expiration of his period of office shall be entitled to be transported at Government expense; and the provisions of sub-section No. (2) of regulation No. 15 shall apply to such journeys.

14. For any period during which a member of a local land board (not being an officer in the public service or a member of the central land board) is engaged upon or is travelling in connection with the business of a board (including journeys by rail from and to his usual place of residence) there shall be paid to him remuneration at the following rates:—

- (a) For each continuous period of twenty-four hours, £2. 2s.
- (b) For each complete hour in excess of twenty-four or multiple of twenty-four hours, one twenty-fourth of £2. 2s.

The above remuneration and the subsistence allowance prescribed in regulation No. 15 shall be payable from the time a member commences his journey: Provided that when a member travels to and from meetings of the board or in connection with the business or duties of the board, no remuneration or subsistence allowance shall be paid for the period occupied in travelling from his place of residence to the nearest railway station or *vice versa*, if such distance is less than five miles.

15. (1) In addition to the remuneration prescribed by sub-section (11) of section *three* of the Act, as limited in terms of that sub-section, by regulation No. 13, there shall be paid to any member of the central land board (not being an officer in the public service) when the business of the board or of a local land board requires him to be absent from Pretoria, and, in addition to the remuneration prescribed by regulation No. 14 there shall be paid to any member of a local land board (not being an officer in the public service) when the business of the local land board of which he is a member requires him to be absent from his usual place of residence, a subsistence allowance at the following rates:—

- (a) For each continuous period of twenty-four hours, seventeen shillings and sixpence.
- (b) For each complete hour of absence in excess of twenty-four or multiple of twenty-four hours, one twenty-fourth of seventeen shillings and sixpence.

11. Die sentrale landraad of 'n lid daarvan wat deur hom afgevaardig is en iedere plaaslike landraad of 'n lid daarvan wat deur hom afgevaardig is kan, in verband met sake wat aan die Raad opgedra is vir sy advies, rapport, oorweging of aanbeveling, die nodige inspeksies hou van hoewes, persele en lewende hawe of aantelt daarvan, en het dieselfde reg wat die Minister kragtens die wet besit om op alle redelike tye 'n hoewe of perseel te betree of geboue, boorgate, windmeule of werke van watter aard ook te inspekteer.

12. Die Minister kan van 'n applikant vir 'n hoewe of van 'n huurder verlang dat hy voor hom of die sentrale landraad, of 'n plaaslike landraad, of 'n lid van die sentrale landraad of van 'n plaaslike landraad, of 'n magistraat, inspekteur van lande of ander bevoegde persoon verskyn, vir die doel om in enige saak in verband met 'n hoewe of 'n applikasie vir 'n voorskot 'n ondersoek in te stel, en van die applikant of huurder, na gelang van die geval, kan geëis word dat hy die juistheid van sy bewerings met 'n verklaring staaf.

Vergoeding aan Lede van Landrade Betaalbaar.

13. (1) Vir elke dag bo een-en-twintig in 'n diensjaar waarop die voorsitter of 'n lid van die sentrale landraad (behalwe 'n amptenaar in die staatsdiens) afwesig is aan 'n vergadering van die sentrale landraad of van 'n inspeksie of ander liens wat die raad besluit het dat deur hom of deur die raad, of deur 'n subkomitee daarvan, waarvan hy 'n lid is, onderneem moet word, word die vergoeding vir daardie diensjaar voorgeskryf by subartikel (11) van artikel drie van die Wet met die som van drie pond verminder, tensy daardie afwesigheid te wyte is aan die bywoning deur die lid van 'n vergadering van 'n plaaslike landraad of aan die verrigting van 'n inspeksie of aan die uitvoering van 'n plig wat deur daardie raad aan hom opgedra is: met dien verstande dat die Minister, indien hy oortuig is dat die afwesigheid van die voorsitter of 'n lid aan siekte of ander onvermydelike oorsaak te wyte is, kan gelas dat daardie vermindering nie toegepas word nie of dat slegs 'n gedeelte van daardie vermindering van toepassing gemaak word.

(2) Die voorsitter en 'n lid van die sentrale landraad is geregtig, wanneer hy van sy woonplek na Pretoria reis om sy eerste vergadering van die sentrale landraad by te woon, of wanneer hy by afloop van sy dienstermyn van Pretoria na sy gewone woonplek terugkeer, om op koste van die Regering vervoer te word; en die voorskrifte van subartikel (2) van regulasie No. 15 is op daardie reise van toepassing.

14. Solank as 'n lid van 'n plaaslike landraad (wat nie 'n amptenaar in die staatsdiens of 'n lid van die sentrale landraad is nie) besig is of reis in verband met die werk van 'n raad (insluitende spoorreise van en na sy gewone woonplek), word aan hom vergoeding betaal teen die volgende tariewe:—

(a) Vir iedere onafgebroke tydperk van vier-en-twintig uur, £2. 2s.

(b) Vir iedere volle uur bo vier-en-twintig of veelvoud van vier-en-twintig uur een vier-en-twintigste van £2. 2s.

Bogenoemde vergoeding en die onderhoudstoelae in regulasie No. 15 voorgeskryf, is betaalbaar vanaf die tyd waarop 'n lid sy reis aanvang: met dien verstande dat as 'n lid na en van 'n vergadering van die raad, of in verband met die besigheid of pligte van die raad, reis, geen vergoeding of onderhoudstoelae vir die tyd deurgebring op reis van sy woonplek na die naaste spoorwegstasie of omgekeerd, wanneer die afstand minder as vyf myl is, betaal word nie.

15. (1) Behalwe die vergoeding voorgeskryf by subartikel (11) van artikel drie van die Wet, soos kragtens daardie subartikel by regulasie No. 13 beperk, word aan 'n lid van die sentrale landraad (wat nie 'n amptenaar in die staatsdiens is nie), as die werk van die raad of van 'n plaaslike landraad sy afwesigheid van Pretoria noodsaaklik maak, en, behalwe die vergoeding voorgeskryf by regulasie No. 14 word aan 'n lid van 'n plaaslike landraad (wat nie 'n amptenaar in die staatsdiens is nie), as die werk van die plaaslike landraad waarvan hy 'n lid is, sy afwesigheid van sy gewone woonplek noodsaaklik maak, 'n onderhoudstoelae teen onderstaande tariewe betaal:—

(a) Vir iedere onafgebroke tydperk van vier-en-twintig uur, sewentien sjielings en ses pennies.

(b) Vir iedere volle uur van afwesigheid bo vier-en-twintig of veelvoud van vier-en-twintig uur een vier-en-twintigste van sewentien sjielings en ses pennies.

- (c) For continuous absence of less than twenty-four hours, but not less than twelve hours, provided the member is required to hire sleeping accommodation, seventeen shillings and sixpence; but, if the member is not required to hire sleeping accommodation, one half of seventeen shillings and sixpence.
- (d) For continuous absence of less than twelve hours, but not less than six hours, one half of seventeen shillings and sixpence.
- (e) For absence of less than six hours, reasonable out-of-pocket expenses.

(2) A member of a board travelling by rail where he is entitled under the regulations to travel at Government expense shall at all times before commencing his journey provide himself with a Government warrant, which will enable him to secure a railway ticket at Government rates and free of charge to himself. Transport required by the board or any member thereof for any purpose connected with or incidental to the performance of the work of the board shall be provided by and at the expense of the Government, but members may be required to travel by motor-bus or other public vehicle, in which event the fares paid shall be refunded to them. If, in the absence of Government transport or of motor-bus or other public vehicle, private transport be engaged, the reasonable cost thereof, based on ruling local rates shall be paid by the Government, provided that, if a member uses his own transport, the rates approved by the Treasury shall apply. A member travelling on the business of the board shall, whenever practicable, perform his journey by rail, or by motor-bus, or by any other public vehicle, and he shall be reimbursed the cost of conveying himself and a moderate amount of luggage, including all reasonable expenditure incurred in connection with charges such as bus-hire, portorage, and other petty expenses. When motor transport is necessary members shall requisition such transport from a Government contractor.

Application Form.

16. Every application for a holding shall as nearly as practicable be made in the form prescribed in Schedule "A" to these regulations.

The option to purchase accompanying an application requesting that land be purchased in terms of section *eleven* of the Act shall as nearly as practicable be in the form prescribed in Schedule "A.1."

Regulations to Govern Grant of Advances in terms of section forty-four of the Act.

17. Every application for an advance shall as nearly as practicable be made in the form set out in Schedule "B" to these regulations.

18. The Minister or the Board may require any applicant for an advance to appear personally before the Board or any member thereof, or any magistrate, inspector of lands, or other authorized official or person, and to give such further information as may be required by the Minister or by the Board.

19. A Board to whom an application for an advance has been referred shall advise the Minister as to its disposal. If the Board recommends that the application be approved, in whole or in part, it may advise that approval be given subject to such special conditions not inconsistent with the terms of the Act or of these regulations as may seem to it to be expedient.

20. An advance shall be deemed to have been made as from (a) the date of payment, in the case of advances in money, or (b) as from the date of supply, in case of work and labour effected on the holding, and the terms of these regulations and of any special conditions imposed by the Minister shall thereupon apply.

21. The amount of any advance made by the Minister shall together with interest thereon in arrear be repayable to the Secretary for Lands, Pretoria, or to such other person as may be appointed by the Government within such period and in such instalments as the Minister may decide when authorizing the advance. A lessee to whom an advance is granted shall be required to complete an agreement in the form as nearly as practicable as set out in Schedule "C".

Provided that in the case of an advance which has been made under the provisions of section *forty-four* of the Act, as amended by sub-section (1) of section *eighteen* of the Land Settlement (Amendment) Act, 1934, and to which advance the provisions of the said section *forty-four* as so amended apply, the lessees shall be required to complete an agreement as nearly as practicable as set out in Schedule "C (A)".

- (c) Vir onafgebroke afwesigheid van minder as vier-en-twintig uur, maar nie minder as twaalf uur nie, mits die lid verplig is om slaapgeleentheid te huur, sewentien sjielings en ses pennies; maar as die lid nie verplig is om slaapgeleentheid te huur nie, die helfte van sewentien sjielings en ses pennies.
- (d) Vir onafgebroke afwesigheid van minder as twaalf uur, maar nie minder as ses uur nie, die helfte van sewentien sjielings en ses pennies.
- (e) Vir afwesigheid van minder as ses uur, redelike persoonlike uitgawes.

(2) 'n Lid van 'n raad wat met die trein reis wanneer hy volgens die regulasies geregtig is om op Goewermentskoste te reis, moet telkens voordat hy sy reis aanvang, homself voorsien van 'n Goewermentsorder, wat hom in staat stel om 'n spoorwegkaartjie teen Goewermentstarief, en kosteloos vir homself, te verkry. Transport, benodig deur die raad of 'n lid daarvan vir 'n doel in verband met of wat voortvloei uit die werksaamhede van die raad, moet deur en op koste van die Goewerment verskaf word, maar lede kan genoodsaak word om per motorbus of ander publieke voertuig te reis, in welke geval die passasiersgeld wat betaal is, aan hulle terugbetaal word. As, by afwesigheid van Goewermentstransport of van 'n motorbus of ander publieke voertuig, gebruik gemaak word van 'n private voertuig, word 'n redelike prys, gebaseer op die gewone plaaslike tarief, deur die Goewerment daarvoor betaal, met dien verstande dat as 'n lid sy eie voertuig gebruik, die tariewe goedgekeur deur die tesourie van toepassing sal wees. 'n Lid wat op die besigheid van die raad reis moet, as dit moontlik is, per treinspoor, per motorbus of per ander publieke voertuig reis, en die koste van sy eie vervoer en van 'n matige hoeveelheid bagasie, insluitende alle redelike uitgawes soos vir bushuur, kruiersloon en ander klein uitgawes, word terugbetaal. As motortransport nodig is, moet die lede daardie transport van 'n Goewermentskontraktant huur.

Applikasievorm.

16. Applikasies vir 'n hoewe moet soveel moontlik in die vorm wat voorgeskrywe is in Bylae „A” van hierdie regulasies, gemaak word.

Die opsie van aankoop wat 'n applikasie, waarby aansoek gedoen word dat grond ingevolge artikel *elf* van die Wet aangekoop word, vergesél, moet, soveel moontlik in die vorm soos in Bylae „A.1.” voorgeskryf, opgestel word.

Regulasies betreffende die Toekenning van Voorskotte in terme van artikel vier-en-veertig van die Wet.

17. Applikasies vir 'n voorskot moet soveel moontlik in die vorm wat voorkom in Bylae „B” van hierdie regulasies, gemaak word.

18. Die Minister of die Raad kan van 'n applikant vir 'n voorskot verlang dat hy persoonlik voor die Raad, of 'n lid daarvan, of 'n magistraat, inspekteur van lande, of ander gemagtigde amptenaar of persoon verskyn om soveel nader besonderhede te verstrek as die Minister of die Raad mag verlang.

19. Die Raad na wie 'n applikasie vir 'n voorskot verwys is, dien die Minister van advies hoe om daaroor te beskik. As die Raad aanbeveel om die applikasie geheel of gedeeltelik toe te staan, kan hy adviseer om die toestemming te gee op sodanige besondere voorwaardes, nie in stryd met die terme van die wet of van hierdie regulasies nie, as wat hom wenslik voorkom.

20. 'n Voorskot word gereken toegeken te wees vanaf (a) die datum van betaling, in die geval van voorskotte in geld, of (b) vanaf die datum van lewering in die geval van werk en arbeid op die hoewe verrig, en die terme van hierdie regulasies en alle besondere voorwaardes deur die Minister gestel, is daarop van toepassing.

21. Die bedrag van 'n voorskot toegeken deur die Minister is saam met die agteruitbetaalbare rente daarop terugbetaalbaar aan die Sekretaris van Lande, Pretoria, of aan 'n ander persoon wat deur die Regering aangewys word, binne sodanige tydperk en in sodanige paalemente as wat die Minister bepaal wanneer hy die magtiging vir die voorskot verleen. Die huurder, aan wie 'n voorskot toegeken word, moet 'n ooreenkoms voltooi wat soveel moontlik in die vorm is wat in die newensgaande Bylae „C” voorkom: met dien verstande dat in die geval van 'n voorskot wat kragtens die bepaling van artikel *vier-en-veertig* van die Wet, soos gewysig by subartikel (1) van artikel *agtien* van die Nedersettings Wysigingswet van 1934, toegeken word, en waarop die bepaling van genoemde artikel *vier-en-veertig*, soos aldus gewysig, van toepassing is, die huurder 'n ooreenkoms moet voltooi wat soveel moontlik in die vorm moet wees wat in Bylae „C(A)” vervat is.

22. All stock purchased out of an advance made in terms of section *forty-four* of the Act and, if required by the Minister, any stock against the security of which such an advance is either wholly or in part made, shall in the case of large stock be branded by the lessee with the Government brand "D.O.S.", and in the case of small stock be marked with a diamond-shaped earclip.

23. (1) It shall be a condition of every advance made in terms of section *forty-four* of the Act that in the event of any money advanced not being spent by the applicant on or for the purposes for which it was advanced, or in the event of the applicant failing to pay any instalments in respect of the principal amount of the advance and interest on the dates when they become due and payable or to comply with the terms of these regulations or with any condition imposed by the Minister when making the advance, the Minister may declare the principal amount of the advance outstanding as well as any advance previously made to such applicant and interest thereon, to be forthwith due and repayable and may forthwith take possession of any stock and the progeny thereof, if any, and any implements or other things purchased or acquired by and on behalf of the lessee from moneys advanced by the Minister and sell in such manner as he may deem expedient such stock and the progeny, if any, and the implements or other things. Any amounts realized by the sale, less any expenditure incurred by the Minister in connexion with the taking possession, and sale and the care and maintenance of any stock, and the progeny thereof, implements, or other things prior to such sale shall be credited against the principal amount of the advance due and repayable by the lessee.

(2) The provisions of sub-section (1) shall *mutatis mutandis* apply to any stock to which the provisions of paragraph (c) of the proviso to section *forty-four* of the Act, as amended by section *eighteen* of the Land Settlement (Amendment) Act, 1934, apply.

24. The Minister may in his absolute discretion withdraw any authority given for the issue, or may suspend the making, of an advance.

25. The lessee of a holding shall, if required to do so by the Minister, insure for the full value against loss by fire in an insurance company approved by the Minister all or any of the buildings of a substantial nature upon such holding, and he shall cede the policy or policies to the Secretary for Lands, and shall lodge same, as well as the renewal receipts of such policy or policies, with the Secretary for Lands. The lessee shall keep such insurance in force as long as he may be required so to do by the Minister.

Addition of Cost of Boring and other Improvements to Purchase Price of Holding.

26. Every application for boring operations to be conducted on a holding shall be made in the form set out in Schedule "C" (1), and applications to have permanent improvements effected on the holding shall be made in the form set out in Schedule "D".

Extension of Period for Fulfilling Conditions of Lease.

27. The Minister may, if satisfied that a lessee has been unable, for good reasons, to fulfil any condition of his lease, grant a period, not exceeding two years at a time, for the fulfilment of any such condition, or for the payment of any moneys owing. In the event of a holding being purchased in terms of section *eleven* or section *twenty-seven* of the Act or section *seven* of Act No. 21 of 1922, the Minister may, if satisfied as aforesaid, grant periods of extension from time to time not exceeding two years at a time, for the fulfilment of any condition or for the payment of any moneys owing. The Minister may, in granting any such extension of time, impose any condition that he may consider necessary or expedient.

Assignments or Cessions of Leases (section thirty-five).

28. When a lessee desires to cede his interest in his holding or any portion thereof, he shall apply to the Secretary for Lands, and shall state—

- (a) the name of the person to whom he proposes to cede;
- (b) the amount of consideration, if any, to be paid in respect of the cession; and
- (c) the advances, if any, made to the lessee which it is proposed should be taken over by the cessionary.

22. Alle vee wat aangekoop word met 'n voorskot toegeken kragtens artikel *vier-en-veertig* van die Wet en, indien deur die Minister verlang, alle vee teen die sekuriteit waarvan daardie voorskot hetsy geheel, hetsy gedeeltelik, toegeken is, moet, in die geval van groot-vee, deur die huurder met die Goewermentsbrandmerk „D.O.S.” gebrand, en, in die geval van kleinvee, met 'n ruitvormige oor-tang gemerk word.

23. (1) Dit is 'n voorwaarde van elke voorskot, wat in terme van artikel *vier-en-veertig* van die Wet toegeken word, dat in die geval dat daar enige geld wat voorgeskiet is, deur die applikant nie bestee word aan of vir die doeleindes waarvoor dit voorgeskiet is nie, of ingeval die applikant in gebreke bly om die hoofsom van die voorskot en rente-paaielemente te betaal op die dae wanneer hulle verval en betaalbaar word, of om te voldoen aan die terme van hierdie regulasies of aan enige voorwaarde deur die Minister opgelê toe die voorskot toegeken is, dan kan die Minister sowel die hoofsom van die voorskot wat nog uitstaan asook elke voorskot wat vroeër aan die applikant toegeken is met die rente daarop, dadelik as verval en terugbetaalbaar verklaar en dadelik besit neem van alle vee en aanteelt daarvan, as daar is, en van alle gereedskappe of ander dinge aangekoop of verkry deur en ten behoeve van die huurder, met geld deur die Minister voorgeskiet, en sulke vee en aanteelt daarvan, as daar is, op sodanige wyse verkoop as wat hy wenslik ag. Die bedrae wat die verkoop opbring moet, na aftrek van die koste wat deur die Minister gemaak is in verband met die inbesitneming daarvan en met die verkoop en die sorg en onderhoud van enige vee en die aanteelt daarvan en die gereedskappe of ander dinge voordat hulle verkoop is, afgeskrywe word op die hoofsom van die voorskot wat deur die huurder verskuldig en terugbetaalbaar is.

(2) Die voorskrifte van subartikel (1) is *mutatis mutandis* van toepassing op alle vee, waarop die voorskrifte van paragraaf (c) van die voorbehoudsbepaling van artikel *vier-en-veertig* van die Wet, soos gewysig by artikel *agtien* van die „Nedersettings Wysigingswet” van 1934, van toepassing is.

24. Die Minister kan volkome na eie diskresie 'n magtiging wat gegee is om 'n voorskot toe te ken, terugtrek, of hy kan die toekenning van 'n voorskot opskort.

25. Die huurder van 'n hoewe moet, as die Minister dit verlang, alle of sommige geboue van deugdelike aard op so 'n hoewe vir die volle waarde teen brandskade verseker by 'n versekeringsmaatskappy deur die Minister goedgekeur, en die polis of polisse aan die Sekretaris van Lande sodeer en dit sowel as die vernuwingskwitansies van die polis of polisse by die Sekretaris van Lande indien.

Die huurder moet so 'n versekering in stand hou solank as die Minister dit van hom verlang.

Byvoeging van die Koste van Boorwerk en andere Verbeterings by die Koopprijs van 'n Hoewe.

26. Elke applikasie vir 'n boorgat op 'n hoewe moet gemaak word in die vorm aangegee in Bylae „C” (1) en applikasies om blywende verbeteringe op die hoewe uit te voer, moet gemaak word in die vorm voorgeskryf in Bylae „D”.

Uitstel vir die Nakoming van Huurvoorwaardes.

27. Die Minister kan, as hy oortuig is dat 'n huurder om goeie redes nie in staat was om 'n voorwaarde van sy huurkontrak na te kom nie, 'n tydperk van hoogstens twee jaar op een keer toestaan om so 'n voorwaarde na te kom of vir die betaling van geld wat hy skuldig is. Ingeval 'n hoewe gekoop is in terme van artikel *elf* of artikel *sewe-en-twintig* van die wet of artikel *sewe* van Wet No. 21 van 1922, kan die Minister, as hy oortuig is soos hierbo gesê, so 'n huurder van tyd tot tyd, maar vir nie langer as twee jaar op een keer nie, uitstel verleen vir die nakoming van 'n voorwaarde of vir die betaling van geld wat hy skuldig is. Die Minister kan as hy so 'n uitstel verleen, enige voorwaardes oplê wat hy nodig of wenslik beskou.

Oordragte of Sessies van Huurkontrakte (artikel vyf-en-dertig).

28. As 'n huurder sy belange by sy hoewe of 'n deel daarvan wens oor te dra, moet hy hom tot die Sekretaris van Lande wend en 'n opgawe doen van:—

- (a) die naam van die persoon aan wie hy voornemens is om dit oor te dra;
- (b) die bedrag van die moontlike vergoeding, wat vir die sessie betaal moet word; en
- (c) die voorskotte wat moontlik aan die huurder toegeken is en wat deur die sessionaris oorgeneem moet word.

29. An application in the form prescribed by regulation No. 16 shall be completed by the proposed cessionary and shall accompany the application to cede.

30. The Minister shall, as soon as possible after receipt thereof, refer such application for the consideration of the board, and the Board shall submit to the Minister a recommendation in regard to the disposal of the said application.

31. All applications shall be determined by the Minister, who may at his discretion accept or reject in whole or in part the recommendations of the board, or may modify, alter, or add to any special conditions recommended by the board; provided that no such modification, alteration, or addition shall be inconsistent with the terms of the Act or of these regulations.

32. (1) Cession shall be effected by notarial deed, and shall be registered in the Deeds Registry in which the lease is registered within such period as may be fixed in the formal consent to cession to be issued in each case by the Minister and produced at the time of registration to the Registrar of Deeds, who shall notify the Secretary for Lands when the cession is registered. Such cession shall be in the ordinary form and subject to the duties prescribed by law.

(2) No cession shall vary the terms or conditions of the original lease without the consent of the Minister.

(3) In the event of a part cession of the interests in a lease limited to a defined portion of the area leased, a copy of the original lease shall be attached to the deed of cession of the part interest and the cessionary shall be bound by the terms and conditions of the original lease to the same extent as if he had been the original lessee of such defined portion, except where in the deed of cession such terms and conditions have been expressly altered to apportion as between the cedent and cessionary the payments to be made to the Government under the original lease.

33. Subject to any special conditions imposed by the Minister in terms of regulation No. 31 the cessionary shall be liable for any moneys owing by the cedent to the Government in respect of the holding or any advances which may have been made in connexion therewith whether or not such moneys have accrued due at the date from which the cession operates.

34. The cedent and cessionary shall carry out any formalities or sign or initial any documents required by the Minister to give effect to the terms and conditions on which the cession was approved by him.

Form of Lease. Form of Grant. General.

35. Subject to the insertion in any lease of any special conditions prescribed by the Minister in terms of the Act, and subject further to the insertion in any lease of any servitudes registered against the title of the Government, the leases to be issued in terms of the Act shall as nearly as practicable be in the form prescribed in either paragraphs (a) or (b) hereunder.

- (a) Leases to be issued in terms of either section *eleven* of the Land Settlement Act, 1912, as amended, or section *seven* of Act No. 21 of 1922, as amended, shall as nearly as practicable be in the form prescribed in Schedule "F".
- (b) Leases to be issued in respect of holdings allotted in terms of section *twenty* of the Land Settlement Act, 1912, as amended, shall as nearly as practicable be in the form prescribed in Schedule "F1".

36. When the right of a lessee to purchase a holding in terms of section *twenty-seven* of the Act has been exercised, the following endorsement shall be made on the original copy of the lease in the possession of the lessee and on the triplicate original copy in the possession of the Minister and shall be signed by the Minister and the lessee:—

"It is hereby agreed that the option of purchase under this lease has been exercised as from the.....day of.....19...."

29. 'n Applikasie, in die vorm wat in regulasie No. 16 voorgeskryf is, moet deur die voorgestelde sessionaris voltooi word en moet die applikasie om te kan oordra vergesel.

30. So spoedig moontlik na die ontvangs daarvan moet die Minister so 'n applikasie na die Raad verwys vir oorweging en die Raad moet aan die Minister 'n aanbeveling doen hoe om met so 'n applikasie te handel.

31. Alle applikasies word deur die Minister beslis, wat volgens sy eie diskresie die aanbeveling van die Raad geheel of gedeeltelik kan aanneem of verwerp, of besondere voorwaardes deur die Raad aanbeveel, kan wysig, verander of daaraan toegevoeg: met dien verstande dat so 'n wysiging, verandering of toevoeging nie in stryd mag wees met die terme van die wet of van hierdie regulasies nie.

32. (1) Sessie geskied by notariële akte en moet in die Registrasiekantoor van Aktes, waar die huurkontrak geregistreer is, geregistreer word binne die tydperk wat vasgestel word in die formele toestemming tot die sessie, wat in elke geval deur die Minister uitgegee moet word en by die registrasie vertoon moet word aan die Registrateur van Aktes, wat die Sekretaris van Lande kennis moet gee wanneer die sessie geregistreer is. So 'n sessie moet in die gewone vorm wees en is onderworpe aan die regte wat by wet voorgeskrywe is.

(2) Sonder toestemming van die Minister mag geen sessie verandering bring in die voorwaardes van die oorspronklike huurkontrak nie.

(3) In die geval van 'n gedeeltelike sessie van die belange by 'n huurkontrak wat beperk is tot 'n bepaalde deel van die verhuurde grond, moet 'n kopie van die oorspronklike huurkontrak aan die akte van sessie van die gedeeltelike belang geheg word en die sessionaris moet hom aan die voorwaardes van die oorspronklike huurkontrak hou presies asof hy die oorspronklike huurder van so 'n bepaalde deel was, behalwe waar in die akte van sessie daardie voorwaardes uitdruklik verander is om tussen die sedent en die sessionaris die betalings te reël wat volgens die oorspronklike huurkontrak aan die Goewerment gedoen moet word.

33. Met inagneming van alle besondere voorwaardes deur die Minister in terme van regulasie No. 31 opgelê, is die sessionaris verantwoordelik vir alle gelde deur die sedent aan die Goewerment verskuldig ten opsigte van die hoewe of van voorskotte wat in verband daarmee toegeken is, onverskillig of daardie gelde al of nie betaalbaar was op die datum toe die sessie in werking getree het.

34. Die sedent en die sessionaris moet aan alle formaliteite voldoen, of alle dokumente wat die Minister nodig het om die voorwaardes waarop die sessie deur hom toegestaan is na te kom, onderteken of parafeer.

Vorm van Huurkontrak. Vorm van Grondbrief. Algemeen.

35. Behoudens die inlassing in 'n huurkontrak van besondere voorwaardes voorgeskryf deur die Minister in terme van die wet, en behoudens ook die inlassing in 'n huurkontrak van serwitute wat teen die eiendomsreg van die Goewerment geregistreer is, moet die huurkontrakte wat in terme van die wet uitgegee word soveel moontlik in die vorm wees wat in onderstaande paragrawe (a) of (b) respektieflik voorgeskryf word.

- (a) Huurkontrakte wat ingevolge artikel *elf* van „de Kroongrond Nederzettings Wet”, 1912, soos gewysig, of artikel *sewe* van Wet No. 21 van 1922, soos gewysig, uitgegee word, moet soveel moontlik in die vorm wees wat in Bylae „F” voorgeskryf word.
- (b) Huurkontrakte wat uitgegee word ten aansien van hoewes wat ingevolge artikel *twintig* van „de Kroongrond Nederzettings Wet, 1912”, soos gewysig, toegewys is, moet soveel moontlik in die vorm wees wat in Bylae „F.1.” voorgeskryf word.

36. As die reg van 'n huurder om 'n hoewe in terme van artikel *sewe-en-twintig* van die Wet te koop, uitgeoefen is, word op die oorspronklike eksemplaar van die huurkontrak in besit van die huurder, en op die triplikaat van die oorspronklike eksemplaar in besit van die Minister, die volgende aantekening gemaak, wat deur die Minister en die huurder onderteken moet word:—

„Hierby word verklaar dat die reg van aankoop kragtens hierdie huurkontrak uitgeoefen is op die.....dag van.....19.....”

37. The Minister shall notify the registrar in charge of the Deeds Registry in which the lease is registered of the fact of such endorsement having been made, whereupon the registrar shall endorse to that effect the copy of the lease filed of record in his office, and shall make a corresponding entry in the special register kept in terms of sub-section (1) of section *twenty-five* of the Act.

38. Subject to the insertion in any grant of any special condition upon which a holding was offered for allotment, and subject further to the insertion of any servitudes registered against the title of the Government, the Crown grant of such holding to be issued in terms of section *forty-three* of the Act, shall as nearly as practicable be in the form prescribed in Schedule "G".

39. (1) A lessee to whom a holding has been allotted prior to the passing of the Land Settlement Act Amendment Act, 1917, and who has made written application for the provisions of the said Act to be applied *mutatis mutandis* to his holding shall, if the application be approved by the Minister, complete an agreement in the form set out in Schedule "I" to these regulations.

(2) The Minister shall notify the registrar in charge of the Deeds Registry in which the lease is registered of the fact of such agreement having been completed, whereupon the registrar shall endorse to that effect the copy of the lease filed of record in his office and shall make a corresponding entry in the special register kept in terms of sub-section (1) of section *twenty-five* of the Act.

40. Mortgage bonds passed in terms of section *eight* of Act No. 21 of 1922, shall as nearly as practicable be in the form prescribed in Schedule "L" to these regulations.

41. Any deed of transfer which may be passed in terms of section *twelve* of Act No. 26 of 1925, shall be made in the form prescribed in the Deeds Registry concerned and shall contain the conditions mentioned in paragraphs (a), (b) and (c) of Schedule "G" to these regulations.

42. Whenever the Minister authorizes the application of any of the provisions of Act No. 26 of 1925, to the lease of any holding, the Registrar of Deeds in charge of the Deeds Registry in which the lease of the holding is registered shall make suitable endorsements on the several copies of the lease giving particulars of the alterations in the terms of the lease resulting from the application of the aforesaid sections of the Act. The Registrar of Deeds shall for the purposes of the above endorsement be furnished with the owner's and lessee's copy of the lease and a certificate by the Secretary for Lands, or other officer of the Department of Lands to whom the power to issue such certificate may be delegated in terms of regulation No. 43, that certain sections of the Act therein enumerated have been applied to the lease of the holding described in the said certificate and giving particulars of the consequential alterations effected thereby in the terms of the lease.

43. The Minister may delegate in writing to such named officer or officers of the Department of Lands as he may select, the exercise of any specific power, and the performance of any particular duty that without such delegation would have to be exercised or performed by the Minister himself under the provisions of the Act or the regulations. A certificate signed by the Secretary for Lands that certain specific powers or duties detailed in the certificate have been conferred by the Minister on any particular officer of the Department of Lands shall be accepted by the Registrar of Deeds of any Deeds Registry as sufficient authority that those powers have been so delegated.

44. The valuers appointed by the Minister in terms of section *eleven bis* of the Act shall be entitled to be paid fees and travelling expenses in accordance with the tariffs which may from time to time be prescribed for valuers of the Land and Agricultural Bank of South Africa in terms of section *forty-five* of the Land Bank Act, 1912 (Act No. 18 of 1912).

37. Die Minister stel die registrateur van die Registrasiekantoor van Aktes waar die huurkontrak geregistreer is in kennis met die feit dat so 'n aantekening gemaak is, waarna die registrateur so 'n aantekening maak op die eksemplaar van die huurkontrak wat in sy kantoor bewaar word en in die spesiale register wat kragtens subartikel (1) van artikel *vyf-en-twintig* van die wet gehou word, maak hy 'n gelykluidende aantekening.

38. Behoudens die inlassing in 'n grondbrief van die besondere voorwaardes waarop 'n hoewe verkrygbaar gestel was, en behoudens ook die inlassing van serwitude wat teen die eiendomsreg van die Goewerment geregistreer is, moet die Kroongrondbrief van so'n hoewe wat uitgegee word, kragtens artikel *drie-en-veertig* van die wet, soveel moontlik in die vorm wees wat in Bylae „ G ” voorgeskryf word.

39. (1) 'n Huurder wat 'n hoewe ontvang het, voordat die Kroongronnd Nedersettingswet Wysigingswet van 1917 aangeneem was, en wat skriftelik applikasie gemaak het om die bepalings van bogenoemde wet *mutatis mutandis* op sy hoewe toegepas te kry, moet, as die applikasie deur die Minister goedgekeur is, 'n ooreenkoms teken in die vorm wat in Bylae „ I ” van hierdie regulasies voorkom.

(2) Die Minister stel die registrateur van die Registrasiekantoor van Aktes waar die huurkontrak geregistreer is, in kennis van die feit dat so 'n ooreenkoms geteken is, waarna die registrateur op die eksemplaar van die huurkontrak wat in sy kantoor bewaar word, daarvan 'n aantekening maak; en in die spesiale register, wat ingevolge subartikel (1) van artikel *vyf-en-twintig* van die wet gehou word, maak hy 'n gelykluidende aantekening.

40. Verbandaktes, wat kragtens artikel *ag* van Wet No. 21 van 1922 gepasseer word moet soveel moontlik in die vorm wees wat in Bylae „ L ” van hierdie regulasies voorgeskryf word.

41. Alle transportaktes, wat gepaseer word in terme van artikel *twaalf* van Wet No. 26 van 1925, moet opgestel word in die vorm wat in die betrokke Registrasiekantoor van Aktes voorgeskryf word en moet die voorwaardes bevat wat in paragrawe (a), (b) en (c) van Bylae „ G ” van hierdie regulasies vermeld word.

42. Wanneer die Minister magtiging verleen om enige bepaling van Wet No. 26 van 1925 op die huurkontrak van 'n hoewe toe te pas, moet die Registrateur van Aktes van die Registrasiekantoor waarin die huurkontrak van die hoewe geregistreer is, op die verskillende eksemplare passende aantekeninge maak wat besonderhede gee aangaande die veranderinge in die huurvoorwaardes ontstaan deur die toepassing van die bedoelde wetsartikels. Vir die doeleindes van die bogenoemde aantekeninge moet die Registrateur van Aktes voorsien word van die eksemplare van die huurkontrak van die eienaar en van die huurder en van 'n sertifikaat van die Sekretaris van Lande of ander beampte van die Departement van Lande, aan wie kragtens regulasie No. 43 volmag gegee kan word om so 'n sertifikaat uit te reik, dat seker artikels van die wet, soas daarin aangehaal, toegepas is op die huurkontrak van die hoewe soas in die genoemde sertifikaat beskryf, en wat besonderhede gee van die veranderinge wat daardeur in die voorwaardes van die huurkontrak ontstaan het.

43. Die Minister kan skriftelik aan so 'n beampte of amptenaar van die Departement van Lande, wat hy daarvoor uitkies, volmag gee om 'n bepaalde bevoegdheid uit te oefen en 'n besondere werk te verrig, wat sonder so 'n volmag kragtens die bepalings van die wet of die regulasies deur die Minister self sou moes uitgeoefen of verrig geword het. 'n Sertifikaat, wat deur die Sekretaris van Lande onderteken is, dat seker bepaalde bevoegdhede of pligte, noukeurig in die sertifikaat beskryf, deur die Minister aan 'n besondere beampte van die Departement van Lande verleen is, moet deur die Registrateur van Aktes van 'n Registrasiekantoor van Aktes aangeneem word as voldoende bewys dat hierdie bevoegdhede aldus verleen is.

44. Die taksateurs deur die Minister kragtens artikel *elf bis* van die Wet aangestel, is geregtig tot betaling van vergoeding en reiskoste ooreenkomstig die tariewe wat van tyd tot tyd kragtens artikel *vyf-en-veertig* van die „ Landbank Wet ”, 1912 (Wet No. 18 van 1912) vir taksateurs van die Land- en Landboubank van Suid-Afrika voorgeskryf mag word.

45. A valuator so appointed shall submit his valuation report direct to the Magistrate of the district in which the property, the subject of the application, is situate in such form as may from time to time be prescribed by the Minister. The valuation report made by the valuator shall be the property of the Government and the contents thereof shall not be disclosed by the valuator to the applicant or any other person.

46. If the valuator has, or any person related to him in the third degree of consanguinity or affinity has to the knowledge of the valuator, any interest, pecuniary or otherwise, whether as partner, creditor, debtor or otherwise in any land to be valued by the valuator, or in any application relating to such land, the valuator shall not value such land.

47. Any person who submits an application for the purchase of land in terms of section *eleven* of the Act shall, in addition to making the declaration to the application form prescribed in regulation No. 15, make the following declaration before a Justice of the Peace or Commissioner of Oaths:—

“ I/We furthermore solemnly and sincerely declare that I/we have personally made a thorough inspection of the holding for the purchase of which I/we have applied under section *eleven* of the Land Settlement Act, 1912, as from time to time amended, that I/we have satisfied myself/ourselves that the purchase price is a fair and reasonable one, and that I/we undertake that on allotment of the holding I/we shall not at any time apply for a revaluation thereof.”

SCHEDULE “ A ”.

APPLICATION FORM.

For a holding under the Land Settlement Act, 1912, as amended, to be filled in by an applicant and returned (a) for Transvaal, to the Secretary for Lands, Pretoria, and (b) for Cape of Good Hope, Natal and Orange Free State to the Provincial Representative of the Department of Lands at Capetown, Pietermaritzburg and Bloemfontein, respectively, either direct or through the office of any Magistrate to whom the applicant may be known, for the Magistrate's recommendation.

The Department has a staff dealing specially with applications and inquiries for land, and prospective settlers desirous of obtaining information with regard to land settlement are advised to apply for such information direct to the Department of Lands, Union Buildings, Pretoria, or to the Provincial Representative, Department of Lands, at Capetown, Pietermaritzburg or Bloemfontein.

There is no need for an applicant to employ an attorney or agent to complete this form. Any officer of the Department of Lands or of a Magistrate's Office will assist him to complete it.

Applicants must definitely answer all questions. A stroke of the pen opposite the question cannot be accepted as an answer.

1. Name in full (BLOCK LETTERS).....
.....
2. Permanent address (for correspondence).....
.....
3. Applicant's present occupation.....
.....
4. Nationality and where born.....
.....
5. Applicant's age last birthday

45. 'n Taksateur wat aldus aangestel is, moet sy taksasierapport regtsreeks by die magistraat van die distrik waarin die eiendom wat die onderwerp van die applikasie uitmaak, geleë is, in sodanige vorm indien as wat deur die Minister van tyd tot tyd voorgeskryf word. Die taksasierapport wat deur die taksateur gemaak word, word die eiendom van die Regering en die inhoud daarvan mag nie deur die taksateur aan die applikant of iemand anders geopenbaar word nie.

46. Indien die taksateur, of iemand wat in die derde graad van bloedverwantskap of verwantskap aan hom verwant is, met medewete van die taksateur enige belang het, geldelik of andersins, hetsy as deelgenoot, krediteur, skuldenaar of andersins, by grond wat deur die taksateur gewaardeer moet word, of by enige applikasie met betrekking tot daardie grond, mag die taksateur daardie grond nie waardeer nie.

47. Iemand wat 'n applikasie indien vir die aankoop van grond kragtens artikel *elf* van die Wet, moet, behalwe die verklaring by die applikasievorm in regulasie No. 15 voorgeskryf, die volgende verklaring voor 'n Vrederegter of Kommissaris van Ede afleë:—

„ Ek/Ons verklaar verder plegtiglik en opreg dat ek/ons persoonlik 'n grondige inspeksie gemaak het van die hoewe, vir die aankoop waarvan ek/ons ingevolge artikel *elf* van die „ Kroongrond Nederzettingwet ’, 1912, soos van tyd tot tyd gewysig, applikasie gemaak het, dat ek/ons myself/onself oortuig het dat die koopprys redelik en billik is, en dat ek/ons onderneem dat ek/ons na toekenning van die hoewe nooit aansoek om herwaardering daarvan sal doen nie.”

BYLAE „ A ”.

AANSOEKVORM.

Applikante vir 'n hoewe ingevolge die „ Kroongrond Nederzettingwet ’, 1912, soos gewysig, moet hierdie vorm invul en terugstuur (a) vir Transvaal, aan die Sekretaris van Lande, Pretoria, en (b) vir Kaap de Goede Hoop, Natal en Oranje-Vrystaat aan die Provinsiale Verteenwoordiger van die Departement van Lande, onderskeidelik te Kaapstad, Pietermaritzburg en Bloemfontein, of regstreeks of deur die kantoor van 'n magistraat, aan wie die applikant bekend is, vir sy aanbeveling.

Die Departement het 'n personeel wat spesiaal aansoeke en navrae betreffende grond behandel, en aanstaande nedersetters wat met betrekking tot grondnedersetting inligting verlang, word aangeraai om direk aan die Departement van Lande, Uniegebou, Pretoria, te skryf of aan die Provinsiale Verteenwoordiger, Departement van Lande, te Kaapstad, Pietermaritzburg of Bloemfontein.

• Dit is nie nodig dat applikante 'n prokureur of agent aanstel om hierdie vorm in te vul nie. Enige beamppte van die Departement van Lande of van 'n Magistraatskantoor sal hom daarin behulpzaam wees.

Applikante moet 'n bepaalde antwoord gee op alle vrae. 'n Penstreep teenoor 'n vraag kan nie as 'n antwoord aangeneem word nie.

1. Naam voluit (DRUKLETTERS).....
2. Permanente adres (vir korrespondensie).....
3. Teenswoordige beroep van applikant.....
4. Watter nasionaliteit en waar gebore.....
5. Die ouderdom van applikant op sy laaste verjaarsdag

6. Married or single
 If married, number, sex and ages of children (if any)
 How many of applicant's children are living with him and are dependent on him
 If married, state whether in community of property or under antenuptial contract. (If A.N.C. give No. and date)
7. If the Applicant is married without community of property, a separate statement of assets and debts, similar to that prescribed in paragraphs 23 and 24 must be completed and sworn to by the wife or husband as the case may be
8. If this application has reference to a privately-owned farm, for the purchase of which the Applicant applies under section *eleven* of the Land Settlement Act, No. 12 of 1912 (as amended), i.e. the Contributory-Purchase Scheme, state whether Applicant or his wife is related to the seller of such privately-owned land. If so, state relationship. Has the applicant entered into any contract relating to the purchase of such privately-owned farm? If so, such contract must be submitted together with this application.
9. Name and number and district of holding applied for
10. Number and date of *Gazette* Notice
11. In case of application to take cession of a lease of Government land, give name of lessee
12. State previous experience of farming:
 (a) How long, (b) Where, (c) Class of farming
13. What class of farming does Applicant intend to pursue?
14. Has the holding been inspected by Applicant personally or by Applicant's representative? If by representative state his name and address
15. Is Applicant the owner or lessee of any land in the Union? If so, state name, number and district and give particulars as to area and value, and whether he intends disposing of same if his application be successful. If a lessee, state nature of tenancy and when lease will expire
16. Has the Applicant at any time been the owner of agricultural or pastoral land? If so, give particulars and state reasons for disposing of the land. When and at what price?
17. Does the Applicant (or, if more than one, do any of them) hold any office in respect of which he receives remuneration from the Government? If so, give particulars and state whether he is prepared to resign his post, if application be successful, and if so, within what period
18. Is the Applicant an unrehabilitated insolvent? If the Applicant was at any time declared insolvent under the Insolvency Act, he should state date of rehabilitation

6. Getroud of ongetroud
 Indien getroud, vermeld die getal,
 geslag en ouderdom van die
 kinders (as daar is)
 Hoeveel van applikant se kinders woon
 by hom en is van hom afhanklik
 Indien getroud, vermeld of applikant
 in gemeenskap van goedere of op
 huweliksvoorwaardes getroud is.
 (Indien H.V.K., vermeld No. en
 datum)
7. Indien die applikant buite gemeenskap van
 goedere getroud is, moet 'n aparte staat
 van bate en laste soos die in paragrawe
 23 en 24 voorgeskryf, deur die man of
 vrou, na gelang van die geval, ingevul
 en beëdig word
8. As hierdie applikasie betrekking het op 'n
 private plaas, om die aankoop waarvan
 applikant ingevolge artikel *elf* van die
 „Kroongrond Nederzettings Wet,” No.
 12 van 1912 (soos gewysig) aansoek doen,
 d.w.s. Bydrae-aankoopskema, moet hy
 vermeld of hy of sy aan die verkoper van
 die private grond verwant is en so ja,
 wat die verwantskap is. Het die
 applikant enige ooreenkoms aangegaan
 om die private plaas te koop? So ja,
 moet die ooreenkoms tesame met hierdie
 aansoek ingedien word
9. Naam, nommer en distrik van die hoewe
 waarom aansoek gedoen word
10. Nommer en datum van kennisgewing in
 Staatskoerant
11. As die aansoek gedoen word om 'n huur-
 kontrak van staatsgrond oor te neem,
 vermeld die naam van die huurder
12. Vermeld vorige ondervinding van boer-
 dery: (a) Hoelank, (b) Waar, (c) Watter
 soort boerdery
- 13 Watter soort boerdery is die applikant van
 plan om te beoefen?
14. Is die hoewe deur die applikant persoonlik
 of deur sy verteenwoordiger geïnspek-
 teer? Indien deur 'n verteenwoordiger,
 vermeld sy naam en adres
15. Is die applikant eienaar of huurder van
 enige grond in die Unie? So ja, vermeld
 die naam, nommer en distrik, asook be-
 sonderhede aangaande grootte en waarde
 van die grond en of hy van plan is om
 dit van die hand te sit as sy aansoek
 slaag? As hy huurder van sodanige
 grond is, vermeld dan ook op watter
 wyse die grond gehuur is, en wanneer
 sy huurkontrak sal verstryk
16. Was die applikant ooit eienaar van land-
 bou- of weiveldgrond? As dit die geval
 is, vermeld dan besonderhede van die
 grond en redes waarom dit van die hand
 gesit is. Wanneer en teen watter prys?
17. Beklee die applikant (of, as daar meer as
 een is, enigeen van hulle) 'n betrekking
 waarvoor hy van die staat beloning ont-
 vang? Vermeld in sodanige geval be-
 sonderhede, en of hy bereid is om sy be-
 trekking neer te lê as sy aansoek slaag, so
 ja, binne watter tydperk
18. Is die applikant 'n ongerehabiliteerde insol-
 vent? As die applikant te eniger tyd
 ingevolge die Insolvensiewet insolvent
 verklaar is, moet hy die datum van
 rehabilitasie vermeld

19. Has the Applicant or his wife any expectations of inheriting land? If so, give name, number, district, area and value
20. Has the Applicant or his wife at any time received a grant or allotment of land from the Government? If so, give particulars and state reasons for relinquishing or disposing of the land
21. Is the Applicant in receipt of a military or civil pension? If so, state annual amount
22. Has Applicant unsuccessfully applied for any Government holding or holdings in the past? If so, he should state here the name or names of the holding or holdings so applied for

23. Capital:—

Valuation.

£ s. d.

Cash: Bank or other Certificate must be
furnished

Stock, implements, etc.:

This image shows a full page of primary-ruled paper. It features ten sets of horizontal lines designed for handwriting practice. Each set consists of a solid top line, a dashed middle line, and a solid bottom line, providing a guide for letter height and placement. The paper is otherwise blank, with no text or other markings.

Estimated value of standing crops, if any
(give details)

TOTAL CAPITAL ...	£
-------------------	---

24. Debts of Applicant: (Private)

Debts to any Government Department or Institution (state which of above assets are pledged for these debts) ...

TOTAL DEBTS ... £

25. Other qualifications or remarks

26. List of testimonials, Bank or other references forwarded (Original testimonials will be returned)

27. The lease to be issued in respect of the holding applied for provides for personal occupation being taken within the period stated in the *Gazette* Notice inviting applications, or in the case of holdings applied for under section *eleven* of the Act within three months from the date of allotment. (*N.B.*—Where cession is being taken of a holding of another settler, immediate occupation is required on registration of cession.)

Is/Are the Applicant/Applicants prepared to comply, in person, with this condition, in the event of his/their application being approved?

28. In which language (English or Afrikaans) does the Applicant, if successful, desire his lease and Crown Grant/Deed of Transfer, when issued, to be drawn? ...

I/We the undersigned hereby apply to become Lessee(s) of the holding aforementioned in terms of Government Notice No.....

19. Is daar enige vooruitsigte dat die applikant of sy eggenote grond sal erwe? So ja, vermeld die naam, nommer, distrik, grootte en waarde
20. Het die applikant of sy eggenote ooit grond van die staat ontvang? As dit die geval is, vermeld dan besonderhede en ook die redes waarom die grond opgegee of van die hand gesit is
21. Ontvang die applikant 'n militêre of siviele pensioen? Vermeld in sodanige geval die jaarlikse bedrag
22. Het applikant in die verlede tevergeefs aansoek gedoen om 'n staatshoewe? So ja, behoort hy die naam of name van die hoewe of hoewes, waarvoor hy aansoek gedoen het, te vermeld
23. Kapitaal:—

Waardering.
£ s. d.

Kontant: Bank- of ander bewys moet verstrek word

Vee, gereedskap, ens.:
.....
.....
.....
.....
.....
.....
.....

Geskatte waarde van eventuele staande gewasse (vermeld besonderhede)

TOTALE KAPITAAL ... £
24. Skulde van die applikant: (Private)

Skuld aan enige staatsdepartement of -inrigting (vermeld watter van bogenoemde bate vir hierdie skuld verpand is)

TOTALE SKULD ... £
25. Ander kwalifikasies of opmerkings
26. Lys van getuigskrifte, bank- of ander referensies wat gestuur is (oorspronklike getuigskrifte sal teruggestuur word)
27. Die huurkontrak wat ten opsigte van die hoewe, waarom aansoek gedoen is, uitgereik sal word, bepaal dat persoonlike inbesitneming moet geskied binne die tyd vermeld in die *Staatshoewe*, waarin om aansoeke gevra word, of in die geval van hoewes, waarom aansoek gedoen is ingevolge artikel *elf* van die Wet, binne drie maande vanaf die datum van toekenning. (*N.B.*—Wanneer 'n hoewe van 'n ander nedersetter oorgeneem word, moet dit onmiddellik na registrasie van sessie in besit geneem word.)

Is die applikant/applikante bereid om persoonlik hierdie voorwaarde na te kom, ingeval sy/hulle aansoek toegestaan word?
28. In watter taal (Engels of Afrikaans) verlang die applikant as sy aansoek toegestaan word, dat sy huurkontrak en later die Kroongrondbrief/Transportakte uitgemaak sal word?

Ek/Ons die ondergetekende(s) doen hierby aansoek om huurder(s) te word van bogenoemde hoewe ingevolge Goewermentskennisgewing No.....

I/We do solemnly and sincerely declare that I/we apply for the above holding on my/our own behalf and for my/our sole use and benefit and not as Agent(s) or Trustee(s) for any other person(s) and that the particulars referred to in my/our application, dated thisday of.....19..... are true to the best of my/our knowledge and belief.

Signature.....

Place.....

Date.....

The deponent has acknowledged that he/she knows and understands the contents of this affidavit.

Before me:

.....
Justice of the Peace or Commissioner
of Oaths.

Only applicants for the purchase of land in terms of section eleven of the Act are to make the following declaration.

I/We furthermore declare that I/we have personally made a thorough inspection of the holding for the purchase of which I/we have applied under section eleven of the Land Settlement Act, 1912, as amended from time to time, that I/we have satisfied myself/ourselves that the purchase price is a fair and reasonable one, and that I/we undertake that on allotment of the holding I/we shall not at any time apply for a revaluation thereof.

Signature.....

Place.....

Date.....

1s. Revenue Stamp
must be affixed
here for each
applicant.

N.B.—*The applicant's attention is specially invited to section eighteen (3) of the Land Settlement Act, 1912, as amended, which stipulates that if an applicant makes, in a declaration, any false statement, material to the subject of the application, knowing the same to be false, he shall be guilty of an offence and liable, on conviction, to the penalties prescribed by law for perjury.*

For recommendation and remarks of the Magistrate, more particularly as to the correctness of the schedule of Property. Magistrate should give the source of his information (if other than applicant) as to the said schedule.

If the Applicant or his financial position is not known to the Magistrate, it is requested that the matter be referred to the local J.P. for his remarks.

SCHEDULE " A1 ".

OPTION OF PURCHASE.

I,
.....
.....
the registered owner in the Deeds Office of the undermentioned land, held under Deed of Transfer No..... dated..... being
.....
.....situate in the District of.....measuring, according to survey,morgen.....square roods, do hereby grant to the Minister of Lands of the Union of South Africa, for a period of

Ek/Ons verklaar plegtig en opreg dat ek/ons om bogenoemde hoewe aansoek doen ten behoeve van myself/onself enkel vir my/ons gebruik en voordeel en nie as agent(e) of kurator(s) vir ander persone nie, en dat die besonderhede genoem in my/ons aansoekvorm, gedateer op hede die.....dag van.....19..... na my/ons beste wete en oortuiging waar en juis is.

Handtekening.....
Plek.....
Datum.....

Die verklaarder erken dat hy ten volle op hoogte is van die inhoud van hierdie verklaring, en dit begryp.

Voor my:

.....
Vrederegtter of Kommissaris van Ede.

Slegs applikante vir die aankoop van grond ingevolge artikel elf van die Wet moet die volgende verklaring maak.

Ek/Ons verklaar verder dat ek/ons persoonlik 'n grondige inspeksie gemaak het van die hoewe, om die aankoop waarvan ek/ons ingevolge artikel elf van die „Kroongrond Nederzetting Wet”, 1912, soos van tyd tot tyd gewysig, aansoek gedoen het, dat ek/ons oortuig is dat die koopprys redelik en billik is, en dat ek/ons onderneem dat ek/ons na toekenning van die hoewe nooit aansoek om herwaardering daarvan sal doen nie.

Handtekening.....
Plek.....
Datum.....

Is. Belastingseël vir elke applikant moet hier opgeplak word.

N.B.—Die aandag van die applikant word veral gevestig op artikel agtien (3) van die „Kroongrond Nederzetting Wet” 1912, soos gewysig, wat bepaal dat, indien 'n applikant in 'n opgaaf enige valse verklaring maak wat ten aansien van die onderwerp van die aansoek afdoende is wetende dat dit vals is, hy aan 'n oortreding skuldig is en by veroordeling blootstaan aan die strawwe wat by Wet vir meened vasgestel is.

Vir aanbeveling en opmerkings van die magistraat, meer bepaald aangaande die juistheid van die lys van besittings, moet hy die bron van sy inligting gee, indien deur iemand anders as die applikant verstrekk.

As die applikant of sy finansiële posisie nie aan die magistraat bekend is nie, word versoek dat die saak na die plaaslike V.R. verwys word vir sy opmerkings.

—
BYLAE „A1”.

—
OPSIE VAN AANKOOP.

Ek,

....., volgens die boeke van die Registrasiekantoor van Aktes, die geregisterde eienaar van ondervermelde grond, deur my gehou kragtens Akte van Transport No....., gedateer....., naamlik

.....geleë in die distrik.....groot volgens kaartmorg.....vierkant roede, verleen hierby aan die Minister van Lande van die Unie van Suid-Afrika, vir

payable cash against delivery of free and unencumbered transfer, together with the relative diagram duly registered in the name of the Government of the Union of South Africa.

I hereby nominate.....

(NOTE.—The Seller shall have the right to nominate the conveyancer to pass transfer, but in the event of his not doing so, the Government shall forward the documents to the Government Attorney who will then nominate a conveyancer in his discretion.)

Signed at.....on the.....

WITNESSES :

.....
Registered Owner.

Address.....

Name and address of applicant who desires Government to purchase the above land on his behalf.....

APPLICATION FOR AN ADVANCE

(in terms of the *Land Settlement Act, 1912, as amended*).

NOTE.—Settlers in occupation of their holdings should forward this form to the magistrate of their district or the superintendent of the settlement.

Applicant's name.....

Postal Address.....

Date

The Secretary for Lands,
Pretoria.

I/We beg to make application to the Minister of Lands, under the Land Settlement Act, 1912, as amended, for an advance—

- (1) in money, for the purposes detailed in the schedule hereto;
- (2) in lieu of money, for the Minister to cause work and labour calculated to improve the holding to be effected thereon as detailed in the schedule hereto;

which advance is required by me/us solely and exclusively for the better working, development, and improvement of the holding held by me/us under the Land Settlement Act, 1912, as amended, the said holding being the farm.....No.....
District.....Province.....

Note.—Delete (1) if only (2) is required, and vice versa.

In the event of this application being granted in whole or in part, or with any special conditions attached, I/we agree that the advance shall be subject to all and sundry the said conditions and to the terms and conditions governing the granting and repayment of advances and interest thereon as may be prescribed by the Minister in terms of the Land Settlement Act, 1912, as amended, and any regulations framed thereunder.

The acceptance by me/us of any advance or part thereof shall be evidence that I/we know and understand the terms and conditions attached to the said advance.

SCHEDULE.

1. Full name of applicant(s)
2. Permanent postal address
3. Married or single? (If married, give ages of children)
4. What improvements have been effected by applicant(s) at his own expense on the holding? (Enumerate and give full description of each building as: dwelling-house, stable, etc.; also state capital expended thereon)
5. Is (are) the applicant(s) prepared to expend the amount of the advance if granted within six months from the date of advance?
6. (1) Advance required and items to be purchased. Details with estimate of cost should be given
or (and)—
(2) In lieu of money, for the Minister to cause the following work or labour to be effected on the holding (give full details)
7. Since what date has the holding been occupied and developed by applicant(s) in person?
8. What stock, the property of the applicant(s), is on the holding?
9. What area of the holding was under cultivation by the applicant(s) last season? State nature and approximate quantity of crops reaped

I/we hereby declare that the statements made and the information given in this application are true and correct to the best of my/our knowledge and belief.

.....
Signature of applicant(s).

Declared before me at..... this.....
day of.....19.....

.....
Justice of the Peace.
Commissioner of Oaths.

1s. stamp to be affixed here
for each applicant.

welke voorsien deur my/ons verlang word enkel en uitsluitend om die hoewe deur my/ons gehou kragtens die Kroongrond Nedersettingswet van 1912, soos gewysig, beter te bewerk, te ontgin en te verbeter, die hoewe synde die plaas.....

No....., Distrik....., Provinsie.....

N.B.—Skrap (1) as slegs (2) verlang word en omgekeerd.

Ingeval hierdie applikasie geheel of gedeeltelik of onder besonder voorwaardes toegestaan word, stem ek/ons daarin toe dat die voorskot onderworpe sal wees aan al daardie voorwaardes soos genoem en aan die voorwaardes betreffende die toekenning en terugbetaling van voorskotte en rente daarop soos die Minister mag voorskrywe in terme van die Kroongrond Nedersettingswet van 1912, soos gewysig, en regulasies kragtens daardie Wet opgestel.

Die aanname deur my/ons van enige voorskot of deel daarvan sal bewys wees dat ek/ons bekend is met en verstaan die voorwaardes wat aan die gesegde voorskot verbonde is.

BYLAE.

1. Naam (name) van applikant(e) voluit
2. Vaste posadres
3. Getroud of ongetroud (indien getroud gee leeftye van kinders)
4. Watter verbeteringe is deur applikant(e) op eie koste op die hoewe aangebring? (Noem op en gee beskrywing van elke gebou, soas woonhuis, stal, ens.) Vermeld ook hoeveel kapitaal daaraan ten koste gelê is
5. Is die applikant(e) geneë om as die voorskot toegestaan word, die bedrag van die voorskot te bestee binne ses maande vanaf die datum van die voorskot?
6. (1) Voorskot wat verlang word en items wat daarmee gekoop sal word. Besonderhede met raming van koste moet opgegee word;
of (en),
(2) in plaas van geld, die volgende werk of arbeid deur die Minister op die hoewe te laat verrig (gee volle besonderhede)
7. Sedert wanneer is die hoewe deur applikant(e) persoonlik geokkupeer en bewerk?
8. Watter vee, wat die eiendom van applikant(e) is, is daar op die hoewe?
9. Watter stuk van die hoewe is deur die applikant(e) laaste seisoen bewerk? Vermeld die soort en ongeveer die hoeveelheid van die gesaaide wat hy (hulle) geoes het

Ek/ons verklaar hierby dat die verklaringe en die inligting wat in hierdie applikasievorm vervat is, volgens my/ons beste kennis en geloof waar en juis is.

.....
Handtekening(e) van Applikant(e).

Verklaar voor my te.....hierdie.....
dag van.....19.....

.....
Vrederegter.
Kommissaris van Ede.

Is. seël moet vir
elke applikant hier
opgeplak word.

SCHEDULE " C ".

Postal address.....
Date

ADVANCE

(in terms of section forty-four of the Land Settlement Act, 1912,
as amended).

ACKNOWLEDGMENT.

I/we
do hereby acknowledge to have received from the Minister of Lands
as an advance under section *forty-four* of the Land Settlement Act,
1912, as amended, and the regulations promulgated under Government
Notice No., the sum of £....., with which sum
the stock, implements, etc., enumerated in the schedule hereunder,
have been purchased, and agree to pay interest at the rate of $3\frac{1}{2}$ per
cent. per annum and to repay the loan on the dates specified in the
aforesaid schedule.

I/we am/are acquainted with the provisions of section *thirteen*
of Act No. 26 of 1925, which prescribes that the dominium in the
stock, implements, etc., purchased out of the moneys advanced
shall vest in the Minister until the moneys advanced have been repaid
by me, and I accept the advance subject to the several provisions of
the Land Settlement Act, 1912, as amended, and the regulations
promulgated in terms of Government Notice No..... of 19.....

It is specially agreed in connexion with this advance that—

- (a) the animals and any progeny thereof shall be branded by a
recognized Government brand;
- (b) when required to do so by a representative of the Minister
of Lands, the stock, implements, etc., shall be brought to a
suitable spot on the holding for inspection, and such infor-
mation shall be furnished to the said representative in
regard to the stock, etc., as he may require;
- (c) in the event of the death of any stock purchased out of the
moneys hereby advanced, or the progeny thereof, a death
certificate shall immediately be furnished by me on such
form as may be required by the Secretary for Lands.

SCHEDULE.

Date.	Description of stock, implements, etc., purchased out of advances.	Amount.

This advance will be repayable as follows:—

on.....£ : : being interest only,
on.....£ : : being interest only,
on.....£ : : being interest only,
on.....£ : : being interest only,
and thereafter.....equal annual instalments of capital of
£ : : each on the.....in each year, commencing on the
..... Interest at the rate of $3\frac{1}{2}$ per cent. per annum from
the.....will be charged on the capital remaining
unpaid from time to time.

Thus done and signed at.....on the
.....day of.....19.....

Witnesses:

- 1.....
- 2.....

BYLAE „ C ”.

Posadres

Datum

VOORSKOT

(kragtens artikel vier-en-veertig van die Kroongrond Nedersettingswet van 1912, soos gewysig).

ONTVANGSERKENNING.

Ek/Ons.....erken hierby dat ek/ons van die Minister van Lande ontvang het, as 'n voorskot kragtens artikel vier-en-veertig van die Kroongrond Nedersettingswet van 1912, soos gewysig, en die regulasies wat afgekondig is met Goewermentskennisgewing No..... die som van £....., met watter som die vee, gereedskap, ens., soos genoem in die onderstaande lys, gekoop is, en stem daarin toe om rente te betaal bereken teen 3½ persent per jaar en om die lening op die datums gespesifiseer in die onderstaande lys terug te betaal.

Ek/Ons is bekend met die bepalings van artikel dertien van Wet No. 26 van 1925, wat voorskryf dat die eiendomsreg (dominium) op die vee, gereedskappe, ens., aangekoop met die gelde wat voorgeskiet is, by die Minister berus totdat die gelde wat voorgeskiet is deur my/ons terugbetaal is, en ek/ons aanvaar die voorskot onderworpe aan die verskillende bepalings van die Kroongrond Nedersettingswet van 1912, soos gewysig, en die regulasies afgekondig met Goewermentskennisgewing No..... van 19.....

In verband met hierdie voorskot word spesiaal ooreengekom dat—

- (a) diere en enige aantel daarvan met 'n erkende Goewermentsbrandmerk gebrand moet word;
- (b) wanneer 'n verteenwoordiger van die Minister van Lande dit verlang, moet die vee, gereedskappe, ens., na 'n geskikte plek op die hoewe gebring word vir inspeksie en aan die bogenoemde verteenwoordiger moet alle inligting aangaande die vee, ens., verstrek word wat hy nodig mag hê;
- (c) ingeval enige vee met hierdie voorskot gekoop, of die aantel daarvan, doodgaan, moet onmiddellik deur my/ons 'n sterftesertifikaat verskaf word op so'n vorm as wat die Sekretaris van Lande mag verlang.

Lys.

Datum.	Beskrywing van Vee, Gereedskappe, ens., uit Voorskotte gekoop.	Bedrag.

Hierdie voorskot moet terugbetaal word as volg:—

op.....£ : : wat alleen rente uitmaak,
 op.....£ : : „ „ „ „
 op.....£ : : „ „ „ „
 op.....£ : : „ „ „ „

en daarna.....gelyke jaarlikse paaielemente van hoofsom van £ : : elk op die.....in iedere jaar, aanvangende op die Rente teen die koers van 3½ persent per jaar vanafword bereken op die hoofsom wat van tyd tot tyd uitstaande is.

Aldus gedaan en geteken te.....
 op die.....dag van.....19.....

Getuie:

1.....
 2.....

SCHEDULE " C(A) ".

Postal address.....

Date

ADVANCE.

(In terms of section *forty-four* of the Land Settlement Act, 1912,
as amended.)

I/We.....do hereby acknowledge to have received from the Minister of Lands as an advance under section *forty-four* of the Land Settlement Act, 1912, as amended, and the regulations promulgated under Government Notice No.....of, the sum of £.....with which, the sum of £.....with which sum the stock, implements, etc., enumerated in Annexure "A" hereunder, have been purchased, and agree to pay interest at the rate of $3\frac{1}{2}$ per cent. per annum and to repay the loan on the dates specified in Annexure "A" aforesaid.

I/We am/are acquainted with the provisions of section *thirteen* of Act No. 26 of 1925, which prescribes that the *dominium* in the stock, implements, etc., purchased out of the moneys advanced shall vest in the Minister and may not be sold without his consent until the moneys advanced have been repaid by me/us, which aforesaid provisions also apply to my/our own private stock, enumerated in Annexure "B" hereunder, against the security of which the aforesaid advance is made. I/We accept the advance subject to the several provisions of the Land Settlement Act, 1912, as amended, and the aforesaid regulations.

It is specially agreed in connection with this advance that—

- (a) the animals mentioned in Annexure "A" and the animals mentioned in Annexure "B" hereto and any progeny thereof shall be branded by the lessee with a recognized Government brand;
- (b) when required to do so by a representative of the Minister of Lands, the stock, implements, etc., shall be brought to a suitable spot on the holding for inspection, and such information shall be furnished to the said representative in regard to the stock, etc., as he may require;
- (c) in the event of the death of any stock purchased out of the moneys hereby advanced, or the progeny thereof, or in the event of the death of any stock mentioned in Annexure "B", a death certificate shall immediately be furnished by me/us on such form as may be required by the Secretary for Lands or his representative.

ANNEXURE " A ".

Date.	Description of stock, implements, etc., purchased out of advance.	Amount.

This advance will be repayable as follows:—

on.....£ : : being interest only,
 on.....£ : : being interest only,
 on.....£ : : being interest only,
 on.....£ : : being interest only,

and thereafter.....equal annual instalments of capital of
 £ : : each on the.....in each year, commencing on the
 Interest at the rate of $3\frac{1}{2}$ per cent. per annum from
 the.....will be charged on the capital remaining
 unpaid from time to time.

BYLAE „ C(A) ”.

Posadres

Datum

VOORSKOT.

(Kragtens artikel vier-en-veertig van die „ Kroongrond Nederzettings Wet ”, 1912, soos gewysig.)

Ek/ons.....erken hierby dat ek/ons van die Minister van Lande ontvang het, as 'n voorskot kragtens artikel vier-en-veertig van die „ Kroongrond Nederzettings Wet ” van 1912, soos gewysig, en die regulasies afgekondig by Goewermentskennisgewing No. 2147 van, die som van £....., waarmee die vee, gereedskap, ens., vermeld in onderstaande lys „ A ”, aangekoop is, en stem daarin toe om rente, bereken teen 3½ persent per jaar, te betaal, en om die lening op die datums in ondergenoemde lys „ A ” gespesifiseer, terug te betaal.

Ek/Ons is bekend met die bepalinge van artikel dertien van Wet No. 26 van 1925 wat voorskryf dat die eiendomsreg op die vee, gereedskap, ens., aangekoop met die gelde wat voorgeskiet is, by die Minister berus en nie sonder sy toestemming verkoop mag word nie tot tyd en wyl die gelde wat voorgeskiet is deur my/ons terugbetaal is, en dat die bepaling ook van toepassing is op my/ons private vee, vermeld in onderstaande Lys „ B ”, teen die sekuriteit waarvan voornoemde voorskot toegeken is. Ek/Ons aanvaar die voorskot, onderworpe aan die verskillende bepalinge van die „ Kroongrond Nederzettings Wet ” van 1912, soos gewysig, en bogenoemde regulasies.

In verband met hierdie voorskot word spesiaal ooreengekom dat—

- (a) die diere vermeld in Lys „ A ”, en die diere vermeld in Lys „ B ” van hierdie bylae, en alle aantel daarvan, deur die huurder met 'n erkende Goewermentsbrandmerk gebrand moet word;
- (b) wanneer 'n verteenwoordiger van die Minister van Lande dit verlang, moet die vee, gereedskap ens., na 'n geskikte plek op die hoewe gebring word vir inspeksie, en aan genoemde verteenwoordiger moet alle inligting aangaande die vee ens., verskaf word wat hy mag nodig hê;
- (c) ingeval enige vee met hierdie voorskot gekoop, of die aantal daarvan, sterf, of ingeval enige vee vermeld in Staat „ B ” sterf, moet deur my/ons onmiddellik 'n sterfertifikaat verskaf word op so'n vorm as wat die Sekretaris van Lande of sy verteenwoordiger mag verlang.

LYS „ A ”.

Datum.	Beskrywing van vee, gereedskap, ens., uit voorskotte gekoop.	Bedrag.

Hierdie voorskot moet terugbetaal word as volg:—

op.....£ : : wat alleen rente uitmaak,
op.....£ : : „ „ „ „
op.....£ : : „ „ „ „
op.....£ : : „ „ „ „

en daarna.....gelyke jaarlikse paaielemente van hoofsom van £ : : elk op die.....in iedere jaar, aanvangende op die Rente teen die koers van 3½ persent per jaar vanafword bereken op die hoofsom wat van tyd tot tyd uitstaande is.

ANNEXURE " B ".

Date	Description of stock against security of which advance is made.

Thus done and signed at.....on the
.....day of.....19.....

Witnesses:

1.....

2.....

SCHEDULE " C " (1).

SETTLER'S APPLICATION FOR A BOREHOLE.

The Secretary for Lands,
Pretoria.

Sir,

I/We beg to apply for a borehole to be sunk by the Government on the holding.....No....., District....., leased to me/us with the option of purchase, under the Land Settlement Act, as amended.

2. In the event of my/our application being granted, I/we undertake to comply with the terms and conditions set forth in the rules and regulations governing the working of the Government drills, and with the further terms and conditions set out hereunder.

3. I/We agree that the boring charges shall be added to the purchase price of the said holding as from the date of the conclusion of the boring operations, and I/we further agree that the rents or instalments of the purchase price, as the case may be, becoming payable subsequent to the said date in terms of my/our lease shall, during the unexpired period of my/our lease, be proportionately increased in all respects as though express provision therefor had been made in the said lease.

4. I/We agree to forward my/our lease to the Secretary for Lands on demand and to sign an agreement whereby the costs incurred by the Government in completing the borehole together with interest thereon shall be added to the purchase price of the holding, in terms of section *seventeen* of the Land Settlement Act Amendment Act, 1917, as amended.

5. In particular, I/we agree—

- (a) that it shall be left entirely to the discretion of the Irrigation Department to bore in such place as it thinks fit, and to abandon operations in any particular spot and commence boring in any other place upon the holding, or to abandon boring operations altogether;

LYS „ B ”.

Datum.	Beskrywing van vee, teen sekuriteit waarvan die voorskot toegeken is.

Aldus gedoen en geteken te.....
op die.....dag van.....19.....

.....

Getuie:

1.....

2.....

BYLAE „ C ” (1).

APPLIKASIE VAN NEDERSETTER(S) VIR 'N BOORGAT.

Aan die Sekretaris van Lande,
Pretoria.

Ek/ons wens applikasie te maak vir 'n boorgat deur die Goewerment geboor te word op die hoewe.....
No....., Distrik..... wat kragtens die Kroongrond Nedersettingswet, soos gewysig, aan my/ons verhuur is met die opsie van aankoop.

2. Ingeval my/ons applikasie toegestaan word, neem ek/ons op my/ons om aan die voorwaardes uiteengesit in die voorskrifte en regulasies betreffende die gebruik van die Goewermentsboormasjiene en aan die verder voorwaardes wat hieronder vermeld is, te voldoen.

3. Ek/ons stem daarin toe dat die boorkoste by die koopprys van die bogenoemde hoewe gevoeg sal word vanaf die datum waarop die boorwerkzaamhede afgeloop is en ek/ons stem verder daarin toe, dat die huurgelde of paalemente van die koopprys, na die geval mag wees, wat ingevolge my/ons huurkontrak na die genoemde datum betaalbaar word, gedurende die termyn van my/ons huurkontrak wat nog nie verstryk is nie, eweredig verhoog sal word in alle opsigte asof in die genoemde huurkontrak uitdruklik voorsiening daarvoor gemaak is.

4. Ek/ons stem daarin toe om wanneer ek/ons daarom versoek word my/ons huurkontrak aan die Sekretaris van Lande te stuur en om 'n ooreenkoms te teken waarby die koste deur die Goewerment gemaak om die boorgat te voltooi, tesame met rente daarop, by die koopprys van die hoewe gevoeg word kragtens artikel *sewentien* van die Kroongrond Nedersettingswet van 1917, soos gewysig.

5. In besonder stem ek/ons daarin toe—

- (a) dat die heeltemal aan die oordeel van die Departement van Besproeiing oorgelaat sal word om op 'n plek te boor wat hy geskik ag, en die werk op een of ander besonder plek te laat vaar en op 'n ander plek op die hoewe 'n boorgat te begin of om die boorwerk geheel en al op te gee;

- (b) to provide transport for the drill, its appliances, the drill staff, and baggage, from the railway stations, or centre, or the farm where the drill has previously operated to my/our holding, and use all expedition in this respect, and further, if required, to provide transport back to the nearest railway station or centre. Also to provide transport between my/our holding and the railway station, or such other centre as may be selected, for the expeditious conveyance of machinery and stores required to conduct boring operations, as well as means of communication for the foreman to and from the nearest post and telegraph office at least once a week;
- (c) to supply at my/our own cost such labour as may be required for unloading, erecting, dismantling, and loading-up the plant, and carriage of water;
- (d) to supply and transport at my/our expense sufficient fuel and water for the proper working of the drill and for the use of the drill staff;
- (e) to supply food for the foreman in charge of the drill by private arrangement and at reasonable prices, or bring supplies for him from a store not less than once a month, and generally to give such other assistance as the foreman may require to perform his work efficiently;
- (f) that in the event of a borehole being sunk on this holding by the Government and the cost thereof being added to the purchase price of the holding, the Minister, or any official of the Irrigation Department duly authorized in writing by the Director of Irrigation or by the Boring Engineer of the Irrigation Department, shall at all times during a period of five years from the date of completion of the borehole have the right, with such animals as may be necessary, to enter upon the holding and to take from the borehole such water as may, in the opinion of the Minister or the said authorized official, be required to enable boring operations to be conducted on any Crown lands in the District of....., irrespective whether such Crown lands may have already been leased by the Government to any person or persons with or without a right of purchase;

No compensation whatever shall be claimable by or payable to me/us in respect of the water so taken, or in respect of any loss or damage of whatever description sustained by me/us and arising out of any act incidental to or connected with the taking of such water;

- (g) generally to comply with any regulations governing the drilling on holdings leased with the option of purchase under the Land Settlement Act, as amended, that may be in force at the date the drilling is actually undertaken.

Signature of }
Applicant(s) }

Postal address.....

Nearest railway station.....

.....

Date.....19.....

As witnesses:

1.....

2.....

N.B.—This form must be signed by each of the lessees of the farm in respect of which this application is made.

- (b) om voorsiening te maak vir die vervoer van die boormasjien met toebehore, die boorpersoneel en bagasie van die spoorwegstasie of senter of die plaas waar die boor tevore gewerk het na my/ons hoewe, en om daarby alle moontlike spoed te gebruik en om verder as dit verlang word te sorg vir die vervoer terug na die naaste spoorwegstasie of senter. Asook om voorsiening te maak vir die vervoer van masjinerie en wat verder vir die boorwerk benodig mag wees en ook minstens eenmaal per week vir verkeersmiddels vir die opsigter van en na die naaste pos- en telegraafkantoor;
- (c) om op my/ons eie koste soveel arbeid te lewer as nodig mag wees om die masjinerie af te laai, op te stel, uitmekaar te neem en weer op te laai en om water aan te ry;
- (d) om op my/ons eie koste voldoende brandstof en water te lewer en te vervoer vir die goeie werking van die boormasjien en vir die gebruik van die boorpersoneel;
- (e) om aan die opsigte by die boormasjien by onderhandse skikking en teen billike pryse kos te verskaf of om minstens eenmaal per maand vir hom lewensmiddele van 'n winkel te haal en om in die algemeen soveel verder hulp te verleen as die opsigter nodig mag hê om sy werk te kan verrig;
- (f) dat ingeval deur die Goewerment op hierdie hoewe 'n boorgat gemaak en die koste daarvan by die koopprys van die hoewe gevoeg word, die Minister of 'n amptenaar van die Besproeiingsdepartement, wat deur die Direkteur van Besproeiing of deur die booringenieur van die Besproeiingsdepartement behoorlik gemagtig is, op alle tye gedurende 'n tydperk van vyf jaar vanaf die datum waarop die boorgat voltooi is, die reg sal hê om hom met soveel diere as nodig is op die hoewe te begewe en om uit die boorgat soveel water te neem as volgens die oordeel van die Minister of die bedoelde gevolmagtigde amptenaar nodig is om die boorwerksaamhede te kan uitvoer op enige Kroongrond in die distrik..... afgesien van die omstandigheid of sulke Kroongrond alreeds deur die Goewerment aan iemand of aan persone verhuur is met of sonder 'n reg van aankoop. Deur my/ons kan geen aanspraak gemaak word op vergoeding hoegenaamd vir die water wat aldus geneem is, vir verlies of skade van watter aard ook deur my/ons gely en wat voortspruit uit 'n handeling wat behoort by of in verband staan met die neem van daardie water nie;
- (g) en in die algemeen om te voldoen aan al die regulasies wat betref die boor op hoewes verhuur met die opsie van koop, kragtens die Kroongrond Nedersettingswet, soos gewysig, en wat van krag is op die datum waarop die boorwerk werklik onderneem is.

Handtekening(s) {
van applikant(e) {

Posadres.....

Naaste spoorwegstasie.....

.....

Datum.....19.....

As getuie:

1.....

2.....

L.W.—Hierdie vorm moet onderteken word deur elkeen van die huurders van die plaas in verband waarmee hierdie applikasie gemaak word.

SCHEDULE " D ".

APPLICATION FOR A LOAN.

[In terms of section *seventeen* of the Land Settlement Act Amendment Act, 1917, as amended by section *twenty-three* of the Land Settlement (Amendment) Act, 1934.]

The Secretary for Lands,
Pretoria.

As I desire to effect the improvements referred to in the rough plan and specification signed by me and attached hereto for the better use, working and development of my holding..... district....., I hereby beg to apply to the Minister of Lands to allow me to be the person through whom he will cause the work to be undertaken and completed as contemplated by section *seventeen* of the Land Settlement Act Amendment Act, 1917 (as amended), and to enable me to arrange for the work being carried out, I hereby apply for a loan of £..... which shall be utilized to defray the cost of such work.

I agree that the total sum advanced to me by the Government for the purpose in question, together with interest thereon, shall, in terms of section *seventeen* of the Land Settlement Act Amendment Act, 1917 (as amended), be added to the purchase price of the holding, and that the rent, or instalments of purchase price or interest, as the case may be, payable by me in respect of the holding, shall be increased accordingly as from the commencement of the half-yearly or yearly period next succeeding the date of completion of the said improvements.

I further undertake and agree to complete the said improvements within a period of six months from the date upon which approval of the above loan may be notified to me, to insure all buildings for their full value against loss by fire, and to cede the policy to the Secretary for Lands.

In particular, I undertake that the said improvements shall conform to the rough plan and specification bearing my signature and attached hereto.

.....
Lessee.

Date.....

BYLAE „D”.

AANSOEK OM 'N LENING.

[Kragtens artikel *sewentien* van die „Nederzettingswet Wijzigingswet”, 1917, soos gewysig by artikel *drie-en-twintig* van die Nederzettings Wysigingswet, 1934.]

Die Sekretaris van Lande,
Pretoria.

Aangesien ek vir die beter gebruik, bewerking en ontwikkeling van my hoewe....., distrik....., die verbeterings, wat in die ruwe skets en spesifikasie deur my onderteken en hieraan geheg, aangedui word, wens aan te bring, doen ek hierby aansoek by die Minister van Lande om my toe te staan om die persoon te wees deur wie hy die werk sal laat onderneem en voltooi, soos bedoel in artikel *sewentien* van die „Nederzettingswet Wijzigingswet” van 1917 (soos gewysig), en ten einde my in staat te stel om reëlings te tref vir die uitvoering van daardie werk, maak ek hierby applikasie vir 'n lening van £....., wat aangewend sal word om die koste van daardie werk te dek.

Ek stem daarin toe dat die totale bedrag wat vir daardie doel deur die Goewerment aan my voorgeskiet word, kragtens artikel *sewentien* van die „Nederzettingswet Wijzigingswet”, 1917 (soos gewysig) by die koopprys van die hoewe gevoeg word, en dat die huurgeld, of paaiement van koopprys, of rente, na die geval mag wees, wat deur my ten aansien van die hoewe betaalbaar is, dien-ooreenkomstig verhoog word vanaf die aanvang van die halfjaarlikse of jaarlikse tydperk wat eerste volg op die datum waarop genoemde verbeterings voltooi is.

Ek onderneem verder en stem daarin toe om genoemde verbeterings binne 'n tydperk van ses maande vanaf die datum waarop ek van die goedkeuring van bogenoemde lening kennis gegee is, te voltooi, om alle geboue vir hul volle waarde teen skade deur brand te verseker, en om die polis aan die Sekretaris van Lande te sedeer.

In besonder neem ek op my dat genoemde verbeterings in ooreenstemming sal wees met die ruwe skets en spesifikasie wat my handtekening dra en hieraan geheg is.

.....
Huurder.

Datum.....

SCHEDULE " F ".

D.L. 111.

DEPARTMENT No.....
(Section 11, Act 12/1912
as amended.)
D/T.



UNION OF SOUTH AFRICA.

DEPARTMENT OF LANDS.

LEASE

Under the Land Settlement Act, 1912 (Act No. 12 of 1912),
as amended from time to time.

Deed of lease made this.....day of.....19.....
between the Government of the Union of South Africa, hereinafter
and in the conditions annexed hereto referred to as the Government,
of the one part, and.....
.....
.....
of the other part.

Witnesseth:

That the Government hereby lease to the said.....
.....
.....
(hereinafter and in the conditions annexed hereto referred to as the
lessee), who hereby accepts on lease certain land in extent.....
.....morgensquare
.....according to diagram.....
framed by Surveyor.....
dated.....a copy whereof is hereto annexed,
the said land being.....
.....
.....
situate in the District/Division of.....
for a period of sixty-five (65) years, commencing on the.....
day of.....19.....upon and subject to the terms of the
Land Settlement Act, 1912 (No. 12 of 1912), as amended from time
to time, and to all reservations, servitudes, obligations, and regula-
tions which already exist or may hereafter be established or made by
competent authority and on the terms and with and subject further
to any conditions, additional to the express provisions of the Act
as amended from time to time, contained in the Conditions of Lease
hereto annexed, and all of which the lessee binds himself and under-
takes to fulfil and observe.

Thus done and signed on behalf of the Government pursuant to
authority delegated in terms of the aforesaid Act.

.....
Secretary for Lands.

As Witness:

Thus done and signed by the lessee:

.....
Lessee.

As Witness:

Registered in the Register of.....
kept at..... Book..... Folio.....
on the.....day of.....
One thousand Nine hundred and.....

.....
Registrar of Deeds.

BYLAE „ F ”.

Departement No.....
(Artikel 11/Wet 12/1912 soos gewysig.)
A./T.



UNIE VAN SUID-AFRIKA.

DEPARTEMENT VAN LANDE.

HUURKONTRAK

Kragtens die „ Kroongrond Nederzettings Wet, 1912 ” (Wet No. 12 van 1912), soos van tyd tot tyd gewysig.

Akte van huur, aangegaan hede die.....dag van.....
19..... tussen die Regering van die Unie van Suid-Afrika, hierna
en in die voorwaardes wat hieraan geheg is genoem die Regering,
aan die een kant, en.....
.....
.....
aan die ander kant.

Hierby word verklaar :

Dat die Regering hierby verhuur aan die genoemde.....
.....
.....
hierna en in die voorwaardes wat hieraan geheg is, genoem die
huurder wat hierby in huur aanvaar sekere grond, groot.....
morg.....vierkante.....volgens kaart.....
vervaardig deur Landmeter....., gedateer.....
.....19.....waarvan 'n kopie hieraan geheg is, genoemde
grond bestaande uit.....
.....
.....
geleë in die Distrik/Afdeling.....vir 'n tydperk
van vyf-en-sestig jaar (65) jaar, aanvangende op die.....dag
van.....19.....op en onderworpe aan die bepalinge van
die „ Kroongrond Nederzettings Wet ” (No. 12 van 1912), soos van
tyd tot tyd gewysig, en al die voorbehoude serwitute, verpligtings
en regulasies, wat alreeds bestaan of later op bevoegde gesag vasgestel
of gemaak mag word en op die kondisies en verder met en onderworpe
aan alle voorwaardes, bo en behalwe die uitdruklike bepalinge van
die Wet soos van tyd tot tyd gewysig, wat in die aangehegte Voor-
waardes van Huur opgeneem is en almal waarvan die huurder hom
verbind en onderneem om na te kom en in ag te neem.

Aldus gedoen en namens die Regering geteken ingevolge magti-
ging kragtens voornoemde Wet verleen.

.....
Sekretaris van Lande.

As Getuie:

Aldus gedoen en deur die huurder geteken :

.....
Huurder.

As Getuie:

Geregistreer in die Register van.....,
gehou op....., Boek....., Folio.....,
hierdie.....dag van.....Eenduisend
Nogehonderd.....

.....
Registrateur van Aktes.

CONDITIONS OF LEASE.

The following words appearing in the succeeding conditions shall, if not inconsistent with the context, bear the interpretation appended thereto:—

- (a) "Act" or "the Act" means the Land Settlement Act, 1912, as amended from time to time.
- (b) "Lease" means the deed of lease to which these conditions are attached and such conditions read together, and includes the tenure of the land hereby leased after the right to purchase the land has been exercised and until a Crown Grant has been issued in respect thereof.
- (c) "Holding" means the land hereby leased and shall include such land after the right to purchase the land has been exercised.
- (d) "Lessee" includes the trustee or assignee of the lessee under any law relating to insolvency or the legal representative of a lessee who has died or become lunatic or any lawful assign or sub-lessee of the lessee.
- (e) "Minerals" include also mineral products, mineral oils, metals, and precious stones where this term is used in clause 11.
- (f) "Sub-let" or "Sub-lease" includes the grant to any person of a right to work the land or any part thereof on shares or for his own benefit.
- (g) "The Minister" means the Minister of Lands or any other Minister of State acting in his stead.

2. The lessee shall, as provided in section *twenty-eight* of the Act, within three months after the date of allotment assume personal and beneficial occupation of the holding allotted and thereafter occupy such holding personally and beneficially for not less than eleven months in every calendar year. The lessee shall reside on the holding in a habitable house approved by the Minister.

In terms of section *twenty-eight* of the Act beneficial occupation of the holding includes—

- (a) the proper care and maintenance of improvements thereon;
- (b) the maintenance and improvement of the fertility of the soil and the prevention of soil erosion;
- (c) the eradication of noxious and other weeds in accordance with the terms of any law requiring such eradication.

3. The lessee shall not be entitled to sub-let his lease or holding or any part of his lease or holding during the currency of this lease, or assign, transfer, or hypothecate any of his interest in the lease or holding unless and until the consent in writing of the Minister as provided in section *thirty-five* of the Act, has first been obtained. The lessee shall not without the consent of the Minister permit the presence on the holding of stock belonging to any other person.

4. The lessee shall keep the holding free from noxious animals.

5. The lessee shall develop and work the holding hereby leased exclusively for his sole use and benefit. The holding shall be utilized solely for agricultural and pastoral purposes and the manufacture of such agricultural and other products as the lessee may raise thereon.

6. All roads, thoroughfares, rights of way, and rights of outspan being or existing on the holding hereby leased shall remain free and unencumbered unless the same be cancelled, closed, or altered by competent authority.

7. In terms of section *thirty-nine* of the Act the lessee shall not cut down, destroy, or injure any trees on the holding without the written permission of the Minister, but he shall be entitled without such permission from time to time to use for fuel or domestic purposes such dead wood as may be on the holding.

8. The lessee shall, as provided in section *thirty-nine* of the Act, pay to the Union Government, the Provincial Administration or to any local or other authority such taxes, rents, rates, and other charges as may customarily and legally be required to be paid by

VOORWAARDES VAN HUUR.

1. Onderstaande woorde, wat in die volgende voorwaardes voorkom, sal, as hulle met die samehang nie in stryd is nie, die volgende betekenis hê:—

- (a) „Wet ” of „die Wet ” beteken die „Kroongrond Nederzetting Wet, 1912 ”, soos van tyd tot tyd gewysig.
- (b) „Huurkontrak ” beteken die Akte van Huur waaraan hierdie voorwaardes geheg is en wat tesame met hierdie voorwaardes een geheel vorm, en behels die besitreg van die grond wat hierby verhuur word nadat die reg van aankoop van die grond uitgeoefen is en totdat 'n Kroongrondbrief daarvoor uitgereik is.
- (c) „Hoewe ” beteken die grond wat hierby verhuur word en sluit daardie grond in nadat die reg om die grond te koop uitgeoefen is.
- (d) „Huurder ” sluit in die voog of kurator van die huurder kragtens enige Wet wat op insolvensie betrekking het, of die wettige verteenwoordiger van 'n huurder wat gestorwe is of kranksinnig geword het, of 'n wettige gevolmagtigde, of 'n onderhuurder van die huurder.
- (e) „Minerale ” sluit ook in minerale produkte, mineraalolies, metale en edelgesteentes, waar hierdie uitdrukking in klousule 11 gebesig word.
- (f) „Onderhuur ” of „onderverhuur ” sluit in die verleen aan iemand van 'n reg om die grond of 'n gedeelte daarvan om 'n deel of vir eie voordeel te bewerk.
- (g) „Die Minister ” beteken die Minister van Lande of 'n ander Staatsminister wat namens hom optree.

2. Soos in artikel *agt-en-twintig* van die Wet bepaal, moet die huurder die toegekende hoewe binne drie maande na datum van toewysing persoonlik en op nuttige wyse in okkupasie neem en sodanige hoewe daarna gedurende minstens elf maande in elke kalenderjaar persoonlik en op nuttige wyse okkupeer. Die huurder moet op die hoewe, in 'n huis wat deur die Minister goedgekeur is, woon.

Volgens artikel *agt-en-twintig* van die Wet sluit okkupasie op nuttige wyse van die hoewe in:—

- (a) die behoorlike versorging en instandhouding van verbeterings daarop;
- (b) die instandhouding en verbetering van die vrugbaarheid van die grond en die voorkoming van gronderosie;
- (c) die uitroeiing van skadelike en ander onkruid ooreenkomstig die bepalings van 'n Wet wat daardie uitroeiing voorskryf.

3. Die huurder is nie geregtig, solank as hierdie huurkontrak geldig is, om sy huurkontrak of hoewe of 'n deel van sy huurkontrak of hoewe onder te verhuur, of om iets van sy belange in die huurkontrak of hoewe oor te dra, te transporteer of te verhipotekeer nie, tensy en totdat eers die skriftelike toestemming van die Minister, soos in artikel *vyf-en-dertig* van die Wet bepaal, verkry is. Die huurder mag die aanwesigheid, op die hoewe, van vee, wat aan iemand anders behoort nie sonder toestemming van die Minister toelaat nie.

4. Die huurder moet die hoewe vry hou van skadelike diere.

5. Die huurder moet die hierby verhuurde hoewe uitsluitend vir sy eie gebruik en voordeel ontwikkel en bewerk. Die hoewe mag alleen gebruik word vir landbou- en veeteeltdoeleindes en vir die vervaardiging van daardie landbou- en ander produkte, wat die huurder daarop mag verbou.

6. Alle paaie, deurgange, deurgangsregte en uitspanningsregte wat op die hierby verhuurde hoewe is of bestaan, moet vry en onbelemmer bly tensy hulle op bevoegde gesag gesluit, opgehef of verander word.

7. Kragtens artikel *nege-en-dertig* van die Wet mag die huurder sonder die skriftelike vergunning van die Minister geen bome op die hoewe omkap, verniel of beskadig nie, maar hy is geregtig om sonder daardie vergunning droë hout, wat op die hoewe mag wees, van tyd tot tyd vir brandstof of vir huishoudelike doeleindes te gebruik.

8. Soos in artikel *nege-en-dertig* van die Wet bepaal, moet die huurder aan die Unie-regering, Provinsiale Administrasie, of aan enige plaaslike of ander bestuur sodanige belastings, huurgelde, en ander laste betaal, as volgens gewoonte en wettig van 'n private

a private landowner as also any river or irrigation or other rates or charges due and payable in respect of the holding to a River or Irrigation Board or other authority.

9. The lessee takes the land subject to all servitudes specially attaching to and binding on the land as acquired or held by the Government, and shall on the other hand be entitled to the benefit of any servitude running with the land which has not been specifically withheld by a special condition in this lease.

10. (1) The lessee shall effect, and take steps for the care and maintenance of, improvements on the holding as provided in the Act, and in particular he shall effect improvements as required by section *thirty* of the Land Settlement Act, 1912, as substituted by section *ten* of Act No. 25 of 1931, and shall, as provided in section *twenty-nine* of the Land Settlement Act, 1912, as substituted by section *eight* of Act No. 26 of 1925, arrange to the satisfaction of the Minister for the care and maintenance of improvements on the holding and of any stock or any other thing purchased or acquired in terms of section *forty-four* of the Act.

(2) In the event of any improvements being on the holding at the date of allotment, or the cost of any improvements being added to the purchase price of the holding at any time, or in the event of any improvements being effected by the lessee out of any advance made to him under the Act, any of such improvements which consist of buildings of a substantial nature shall be insured by the lessee for the full value thereof in an insurance company approved by the Minister. The lessee shall cede the policy or policies to the Minister and shall lodge the said policy or policies, as well as the renewal receipts thereof, with the Minister. The lessee shall keep such insurance in force until he shall have received from the Minister a written release from such duties.

11. All rights to minerals on or under the holding are hereby expressly reserved to the Crown subject to the provisions of section *thirty-one* of the Land Settlement Act, 1912, as amended by section *fifteen* of Act No. 26 of 1925, and further subject to the provisions of the "Reserved Minerals Development Act, 1926," and of the "Precious Stones Act, 1927" or any other law.

12. The purchase price of the holding is £..... in respect of which the lessee has contributed the amount of £..... which has been credited as a payment on account of purchase price. The balance of the purchase price, amounting to £..... shall, together with interest at the rate of three and one half per cent. per annum, be payable by the lessee to the Secretary for lands or such other officer as may from time to time be appointed for the purpose yearly in advance in sixty-three equal instalments of £..... which amount includes interest as aforesaid, the first of which instalments shall become due and payable on the.....19..... being at the expiration of two years from the date of the commencement of the lease. These instalments shall be paid promptly and regularly on the due date.

13. The lessee may at any time during the currency of the lease pay the balance of the purchase price then unpaid or any sum on account of such balance.

14. In no circumstances shall the Government be liable for any loss, damage or inconvenience which the lessee may suffer by reason of the presence on the holding of any person or of any stock, whether with or without the knowledge of the Government, or for the removal of any such person or stock.

15. The lessee shall be liable for any boundary or other fences on the holding or any interest or other charges due in connection with such fences, and such liability shall be governed by any law in force for the time being applicable to the erection, maintenance, or use of such fences.

16. It shall be a condition of this lease that, in the case of accidents to persons or cattle, consequent on the existence of shafts, tunnels, and other conditions arising out of prospecting and/or mining operations undertaken prior to the date of commencement of this lease on the land hereby leased, the lessee shall not be entitled to compensation from the Government or the prospector or claim holder.

grondeienaar gevorder kan word, asook alle rivier- of besproeiings- of ander belastings of koste, wat ten opsigte van die hoewe aan 'n Rivier- of Besproeiingsraad verskuldig en betaalbaar mag wees.

9. Die huurder neem die grond onderworpe aan al die serwitute deur die Regering verkry of gehou, en aan die ander kant is hy geregtig tot die voorregte van enige serwituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in hierdie huurkontrak teruggehou is nie.

10. (1) Soos in die Wet bepaal, moet die huurder verbeterings op die hoewe aanbring en stappe vir die oppassing en instandhouding daarvan neem, en moet hy veral verbeterings aanbring soos in artikel *dertig* van die „Kroongrond Nederzettings Wet, 1912”, soos vervang deur artikel *tien* van Wet No. 25 van 1931, bepaal, en moet hy volgens die bepaling van artikel *nege-en-twintig* van die „Kroongrond Nederzettings Wet, 1912”, soos vervang deur artikel *agt* van Wet No. 26 van 1925, maatreëls tref, tot bevrediging van die Minister, vir die oppassing en onderhouding van verbeterings op die hoewe en van alle vee of enige ander iets, wat kragtens artikel *vier-en-veertig* van die Wet aangekoop of verkry is.

(2) Ingeval verbeterings op die datum van toekenning op die hoewe bestaan, of die koste van verbeterings te eniger tyd by die koopprys van die hoewe gevoeg word, of ingeval deur die huurder enige verbetering met behulp van 'n voorskot, kragtens die Wet aan hom toegeken, aangebring is, moet al sodanige verbeterings, uit geboue van 'n deeglike aard bestaande, deur die huurder vir die volle waarde daarvan verseker word by 'n assuransiemaatskappy, wat deur die Minister goedgekeur is. Die huurder moet die polis of polisse aan die Minister sodeer en moet sodanige polis of polisse, sowel as die hernuwingskwitansies daarvan, by die Minister inlewer. Die huurder moet sodanige versekering in stand hou totdat hy deur die Minister skriftelik van daardie verpligtings ontslaan word.

11. Alle regte op minerale op of onder die hoewe word hierby uitdruklik vir die Kroon voorbehou met inagneming van die bepaling van artikel *een-en-dertig* van die „Kroongrond Nederzettings Wet, 1912”, soos gewysig deur artikel *vyftien* van Wet No. 26 van 1925, en verder onderworpe aan die bepaling van die „Wet op de Ontginning van Voorbehouden Mineralen, 1926”, en van die „Wet op Edelgesteentes, 1927”, of van enige ander Wet.

12. Die koopprys van die hoewe bedra £....., ten aansien waarvan die huurder die bedrag van £..... bygedra het, wat as 'n betaling op rekening van koopprys gekrediteer is. Die saldo van die koopprys, wat £.....bedra, is, tesame met rente teen die koers van drie en een half persent per jaar, deur die huurder betaalbaar aan die Sekretaris van Lande of aan sodanige ander amptenaar as van tyd tot tyd vir daardie doel aangestel mag word, jaarliks, vooruit, in drie-en-sestig gelyke paaieimente van £....., welke bedrag rente soos voornoem insluit, die eerste van welke paaieimente op19..... verval en betaalbaar word, nl. na verloop van twee jaar vanaf die datum van aanvang van die huurkontrak. Hierdie paaieimente moet stiptelik en gereeld op die vervaldag betaal word.

13. Die huurder mag te eniger tyd gedurende die huurtermyn die saldo van die koopprys wat dan uitstaande is, of enige bedrag op rekening van daardie saldo betaal.

14. Die Regering is onder geen omstandigheid aanspreeklik nie vir enige verlies, skade of ongerief, wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of buite medewete van die Regering, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee.

15. Die huurder is aanspreeklik vir alle grens- of ander heinings op die hoewe, of vir alle rente of ander koste wat in verband met daardie heinings verskuldig mag wees, en daardie aanspreeklikheid word gereël volgens enige wet, wat op die oprigting, onderhoud of gebruik van daardie heinings van tyd tot tyd van krag en van toepassing mag wees.

16. Dit is 'n voorwaarde van hierdie huurkontrak dat, in geval van ongelukke aan persone of beeste veroorsaak weens die bestaan van skagte, tonnells en ander toestande voortspruitende uit prospekter- en/of mynbouwerkzaamhede wat voor die datum van aanvang van hierdie huurkontrak op die hierby verhuurde grond onderneem was, die huurder nie geregtig sal wees om vergoeding van die Regering of die prospekterder of die kleimhouer te eis nie.

17. Should it at any time be found necessary to resurvey the holding, or take out a certificate of amended title, owing to errors in the existing survey, all costs incidental to such survey or certificate of amended title must be borne by the lessee. Should it be found that the holding is of greater extent than that stated in the lease, the lessee shall benefit thereby, without any increase of purchase price being made; on the other hand, should the area be found to be less than that stated in the lease, the lessee shall accept such lesser area without reduction of the purchase price, and no claim against the Government will exist in respect of any reduced area.

18. All notices and demands required to be given to the lessee under the lease shall be regarded as properly and sufficiently given if addressed to him at the holding, and posted under registered cover, and the lessee shall choose his *domicilium citandi et executandi* at the holding for the purpose of any actions or proceedings arising out of or in connection with the lease.

19. In addition to the sections of the Act hereinbefore referred to, the lease is issued subject to all the several provisions of the Land Settlement Act, 1912, as amended from time to time, and any regulations framed or which may hereafter be framed thereunder. Apart from the sections of the Act specially quoted above in these conditions, the lessee's attention is also directed to the provisions of sections *thirty-two, thirty-three, thirty-four, thirty-seven, forty, forty-three, and forty-five* of the Land Settlement Act, 1912, as amended, sections *fourteen, fifteen, nineteen, and twenty* of Act No. 23 of 1917, section *eight* of Act No. 21 of 1922, as amended, and sections *twelve, twenty-one and twenty-two* of Act No. 26 of 1925.

20. THE LEASE IS LIABLE TO CANCELLATION AT ANY TIME BY THE MINISTER IN TERMS OF SECTION *FORTY-TWO* OF THE ACT IF ANY PROVISION OF THE ACT WITH WHICH IT WAS THE LESSEE'S DUTY TO COMPLY BE NOT COMPLIED WITH OR ANY CONDITION OF THE LEASE BE NOT FULFILLED AND THE LEASE SHALL BE CANCELLED FORTHWITH BY THE MINISTER, AS PROVIDED IN SECTION *SEVEN* OF ACT NO. 25 OF 1931, AS SUBSTITUTED BY SECTION *SIX* OF ACT NO. 47 OF 1935, IF THE LESSEE FAILS TO PAY ALL INSTALMENTS IN RESPECT OF FOUR SUCCESSIVE YEARS.

21. It is a condition of this lease and of any Crown Grant to be issued in respect of the holding, that the Governor-General may at any time expropriate without payment of any compensation any portion of the land hereby leased which was on the date of this lease occupied or used by the Railway Administration in its functions and undertakings.

22. This lease is subject to the provisions of section *nine* of Act No. 45 of 1937, which reads as follows:—

“ 9. No alienation, hypothecation, encumbrance by means of a servitude (other than a servitude of *ususfructus, usus* or *habitation*) or division of any land which is a holding or a portion of a holding shall be effected after the commencement of this Act without the consent in writing of the Minister, granted upon the recommendation of the Land Board, on such conditions as the Minister may think fit to impose . . . ”

23. It is a condition of this lease and of any Crown Grant to be issued in respect of the holding that the holding, or any portion thereof, shall not, without the consent of the Governor-General be let to, or worked on shares by, a non-European or company in which non-Europeans have a controlling interest.

Thus done and signed at.....
on the.....day of.....19.....

.....
Secretary for Lands.

As Witness:

.....
Thus done and signed at.....
on the.....day of.....19.....

.....
Lessee.

As Witness:

.....

17. As dit weens foute in die bestaande opmeting ooit nodig mag blyk te wees om die hoewe opnuut te meet, of om 'n sertifikaat van geamendeerde titel uit te neem, sal alle koste van so'n opmeting of van so'n sertifikaat van geamendeerde titel deur die huurder gedra moet word. As die hoewe dan groter blyk te wees as in die huurkontrak opgegegee, sal die huurder die voordeel daarvan hê sonder dat die koopprys van die hoewe verhoog word; as daarenteë die oppervlakte dan kleiner blyk te wees as in die huurkontrak vermeld, moet die huurder daardie kleiner oppervlakte sonder vermindering van die koopprys aanvaar, en sal daar geen vordering teen die Regering ten opsigte van 'n kleiner oppervlakte bestaan nie.

18. Alle kennisgewings en aanskrywings, wat ingevolge die huurkontrak aan die huurder gestuur moet word, sal beskou word as behoorlik en voldoende geding te wees as hulle aan hom op die hoewe geadresseer en per geregistreeerde pos afgestuur is, en vir die doeleindes van regsvoorwendinge of handelinge wat uit die huurkontrak kan voortspruit of daarmee in verband staan, moet die huurder sy *domicilium citandi et executandi* op die hoewe kies.

19. Bo en behalwe aan bogenoemde artikels van die Wet, word die huurkontrak uitgereik onderworpe aan al die verskillende bepalings van die „Kroongrond Nederzettings Wet, 1912”, soos van tyd tot tyd gewysig, en alle regulasies wat kragtens daardie Wet opgestel is of later opgestel mag word. Afgesien van die artikels van die Wet wat in bogenoemde voorwaardes spesiaal aangehaal is, word die aandag van die huurder ook gevestig op die bepalings van artikels *twee-en-dertig, drie-en-dertig, vier-en-dertig, sewe-en-dertig, veertig, drie-en-veertig, en vyf-en-veertig* van die „Kroongrond Nederzettings Wet, 1912”, soos gewysig, artikels *veertien, vyftien, negentien en twintig* van Wet No. 23 van 1917, artikel *agt* van Wet No. 21 van 1922, soos gewysig, en artikels *twaalf, een-en-twintig en twee-en-twintig* van Wet No. 26 van 1925.

20. *Die huurkontrak kan te eniger tyd deur die Minister kragtens artikel twee-en-veertig van die Wet vernietig word, as aan enigeen van die bepalings van die Wet, wat die huurder verplig was om na te kom, nie voldoen is nie, of as enigeen van die voorwaardes van die huurkontrak nie vervul is nie, en die huurkontrak word volgens die bepalings van artikel sewe van Wet No. 25 van 1931, soos vervang deur artikel ses van Wet No. 47 van 1935, onmiddellik deur die Minister vernietig wanneer die huurder in gebreke bly om alle paaieimente vir vier agtereenvolgende jare te betaal.*

21. Dit is 'n voorwaarde van hierdie huurkontrak en van 'n Kroongrondbrief wat later ten aansien van die hoewe uitgereik mag word, dat die Goewerneur-generaal te eniger tyd enige gedeelte van die hierby verhuurde grond, wat op die datum van aanvang van hierdie huurkontrak deur die Spoorwegadministrasie vir sy werksaamhede en ondernemings geokkupeer of in gebruik was, sonder betaling van vergoeding mag onteien.

22. Hierdie huurkontrak is onderworpe aan die bepalings van artikel *nege* van Wet No. 45 van 1937, wat as volg lui:—

„9. Na die inwerkingtreding van hierdie Wet mag geen grond wat 'n hoewe of 'n deel van 'n hoewe is, vervreemd, verpand, deur 'n ander serwituut as 'n serwituut van vruggebruik, van gebruik of van bewoning beswaar word of verdeel word nie sonder skriftelike toestemming van die Minister op aanbeveling van die landraad verleen op sodanige voorwaardes as wat die Minister wenslik ag om te stel . . .”

23. Dit is 'n voorwaarde van hierdie huurkontrak en van 'n Kroongrondbrief wat later ten aansien van die hoewe uitgereik mag word, dat die hoewe of enige gedeelte daarvan nie verhuur mag word aan, of om 'n deel bewerk mag word deur 'n nie-blanke of 'n maatskappy, waarby nie-blankes beherende belang het, sonder die toestemming van die Goewerneur-generaal nie.

Aldus gedoen en geteken op.....hierdie.....dag
van.....19.....

.....
Sekretaris van Lande.

As Getuie:

.....
Aldus gedoen en geteken te.....hede die.....dag
van.....19.....

.....
Huurder.

As Getuie:

.....

SCHEDULE " F1 ".

D.L. 149.

DEPARTMENT No.....
(3½ % areas)



UNION OF SOUTH AFRICA.

DEPARTMENT OF LANDS.

LEASE

(with Option of Purchase).

Under the Land Settlement Act, 1912 (Act No. 12 of 1912),
as amended from time to time.

Deed of lease made this.....day of.....19.....
between the Government of the Union of South Africa, hereinafter
and in the conditions annexed hereto referred to as the Government,
of the one part, and.....
.....
.....
of the other part.

Witnesseth:

That the Government hereby lease to the said.....
.....
.....
(hereinafter and in the conditions annexed hereto referred to as the
lessee), who hereby accepts on lease certain land in extent.....
.....morgensquare
roods/feet, according to diagram.....
framed by Surveyor.....
dated....., a copy whereof is hereto annexed, the
said land being.....
.....
.....
situate in the District/Division of.....
for a period of five (5) years, commencing on the first day of
.....19..... upon and subject to the terms of the
said Land Settlement Act, 1912 (Act No. 12 of 1912), as amended
from time to time, and to all reservations, servitudes, obligations, and
regulations, which already exist or may hereafter be established or
made by competent authority and at the rent and with and subject
further to any conditions, additional to the express provisions of the
Act, as amended from time to time, contained in the Conditions of
Lease hereto annexed, and all of which the Lessee binds himself and
undertakes to fulfil and observe.

Thus done and signed on behalf of the Government pursuant to
authority delegated in terms of the aforesaid Act.

.....
Secretary for Lands.

As Witness:

.....
Thus done and signed by the lessee:

.....
Lessee.

As Witness:

.....
Registered in the Register of.....
kept at..... Book..... Folio.....
on the.....day of.....
One thousand Nine hundred and.....

.....
Registrar of Deeds.

BYLAE „ F.1.”

Departement No.....
(3½% streke).



UNIE VAN SUID-AFRIKA.

DEPARTEMENT VAN LANDE.

HUURKONTRAK

(met opsie van aankoop).

Kragtens die „ Kroongrond Nederzettings Wet, 1912 ” (Wet No. 12 van 1912), soos van tyd tot tyd gewysig.

Akte van huur aangegaan hede die.....dag van.....
19..... tussen die Regering van die Unie van Suid-Afrika, hierna
en in die voorwaardes wat hieraan geheg is, genoem die Regering,
aan die een kant, en.....
.....
.....
aan die ander kant.

Hierby word verklaar:

Dat die Regering hierby verhuur aan genoemde.....
.....
hierna en in die voorwaardes wat hieraan geheg is, genoem die
huurder, wat hierby in huur aanvaar sekere grond, groot.....
morg.....vierkant roede/voet, volgens kaart.....
vervaardig deur Landmeter.....
gedateer.....19..... waarvan 'n kopie hieraan geheg
is, genoemde grond bestaande uit.....
.....
.....
geleë in die Distrik/Afdeling.....vir 'n tydperk
van vyf (5) jaar, aanvangende op die eerste dag van.....19.....,
volgens en onderworpe aan die bepalinge van genoemde „ Kroongrond
Nederzettings Wet, 1912 ” (Wet No. 12 van 1912), soos van tyd tot
tyd gewysig, en al die voorbehoude, serwitute, verpligtings en
regulasies, wat alreeds bestaan of later op bevoegde gesag vasgestel
of gemaak mag word en teen die huurprys en verder met en onder
worpe aan alle voorwaardes, bo en behalwe die uitdruklike bepalinge
van die Wet, soos van tyd tot tyd gewysig, wat in die aangehegte
Voorwaardes van Huur opgeneem is en almal waaraan die huurder
hom verbind en onderneem om na te kom en in ag te neem.

Aldus gedoen en namens die Regering geteken ingevolge magti-
ging kragtens voornoemde Wet verleen.

.....
Sekretaris van Lande.

As Getuie:

.....
Aldus gedoen en deur huurder geteken.

.....
Huurder.

As Getuie:

.....
Geregistreer in die Register van.....,
gehou op....., Boek....., Folio.....,
op diedag van.....Eenduisend
Negehonderd.....

.....
Registrateur van Aktes.

CONDITIONS OF LEASE.

The following words appearing in the succeeding conditions shall, if not inconsistent with the context, bear the interpretation appended thereto:—

- (a) "Act" or "the Act" means the Land Settlement Act, 1912, as amended from time to time.
- (b) "Lease" means the deed of lease to which these conditions are attached and such conditions read together.
- (c) "Holding" means the land hereby leased and shall include such land after the right to purchase the land has been exercised.
- (d) "Lessee" includes the trustee or assignee of the lessee under any law relating to insolvency or the legal representative of a lessee who has died or become lunatic or any lawful assign or sub-lessee of the lessee.
- (e) "Minerals" include also mineral products, mineral oils, metals, and precious stones where this term is used in clause 11.
- (f) "Sub-let" or "sub-lease" includes the grant to any person of a right to work the land or any part thereof on shares or for his own benefit.
- (g) "The Minister" means the Minister of Lands or any person lawfully acting in that capacity or under his authority.

2. The lessee shall, as provided in section *twenty-eight* of the Act, within.....months after the date of allotment assume personal and beneficial occupation of the holding allotted and thereafter occupy such holding personally and beneficially for not less thanmonths in every calendar year. The lessee shall reside on the holding in a habitable house approved by the Minister.

In terms of section *twenty-eight* of the Act beneficial occupation of the holding includes—

- (a) the proper care and maintenance of improvements thereon;
- (b) the maintenance and improvement of the fertility of the soil and the prevention of soil erosion;
- (c) the eradication of noxious and other weeds in accordance with the terms of any law requiring such eradication.

3. The lessee shall not sub-let his lease or holding or any part of his lease or holding during the currency of this lease, or assign, transfer, or hypothecate any of his interest in the lease or holding unless and until the consent in writing of the Minister, as provided in section *thirty-five* of the Act, has first been obtained. The lessee shall not without the consent of the Minister permit the presence on the holding of stock belonging to any other person.

4. The lessee shall keep the holding free from noxious animals.

5. The lessee shall develop and work the holding exclusively for his sole use and benefit. The holding shall be utilized solely for agricultural and pastoral purposes and the manufacture of such agricultural and other products as the lessee may raise thereon.

6. All roads, thoroughfares, rights of way, and rights of outspan, being or existing on the holding shall remain free and unencumbered unless the same be cancelled, closed, or altered by competent authority.

7. The lessee shall not cut down, destroy, or injure any trees on the holding without the written permission of the Minister, but he shall be entitled without such permission from time to time to use for fuel or domestic purposes such dead wood as may be on the holding.

8. The lessee shall, as provided in section *thirty-nine* of the Act, pay to the Union Government, the Provincial Administration or to any local or other authority such taxes, rents, rates, and other

VOORWAARDES VAN HUUR.

1. Die volgende woorde, wat in onderstaande voorwaardes voorkom, sal, as hulle nie met die samehang in stryd is nie, die volgende betekenis hê:—

- (a) „Wet ” of „die Wet ” beteken die „Kroongrond Nederzettings Wet, 1912 ”, soos van tyd tot tyd gewysig.
- (b) „Huurkontrak ” beteken die Akte van Huur waaraan hierdie voorwaardes geheg is en wat tesaam met hierdie voorwaardes een geheel vorm.
- (c) „Hoewe ” beteken die grond wat hierby verhuur word en sluit daardie grond in nadat die reg om die grond te koop uitgeoefen is.
- (d) „Huurder ” sluit in die voog of kurator van die huurder kragtens enige Wet wat op insolvensie betrekking het, of die wettige verteenwoordiger van ’n huurder wat gestorwe is of kranksinnig geword het, of ’n wettige gevolgmagtigde, of ’n onderhuurder van die huurder.
- (e) „Minerale ” sluit ook in minerale produkte, mineraalolies, metale en edelgesteentes, waar hierdie uitdrukking in klousule 11 gebesig word.
- (f) „Onderhuur ” of „onderverhuur ” sluit in die verleen aan iemand van ’n reg om die grond of ’n gedeelte daarvan om ’n deel of vir eie voordeel te bewerk.
- (g) Die „Minister ” beteken die Minister van Lande of iemand wat wettig in daardie hoedanigheid of op sy gesag handel.

2. Soos in artikel *ag-en-twintig* van die Wet bepaal, moet die huurder die toegekende hoewe binne.....maande na datum van toewysing persoonlik en op nuttige wyse in okkupasie neem en sodanige hoewe daarna gedurende minstens.....maande in elke kalenderjaar persoonlik en op nuttige wyse okkupeer. Die huurder moet op die hoewe, in ’n huis wat deur die Minister goedgekeur is, woon.

Volgens artikel *ag-en-twintig* van die Wet sluit okkupasie op nuttige wyse van die hoewe in:—

- (a) die behoorlike versorging en instandhouding van verbeterings daarop;
- (b) die instandhouding en verbetering van die vrugbaarheid van die grond en die voorkoming van grond-erosie;
- (c) die uitroeiing van skadelike en ander onkruid ooreenkomstig die bepalinge van ’n Wet wat daardie uitroeiing voorskryf.

3. Die huurder mag nie, solank as hierdie huurkontrak geldig is, sy huurkontrak of hoewe of ’n deel van sy huurkontrak of hoewe onderverhuur, of iets van sy belange by die huurkontrak of hoewe oordra, transporteer of verhipotekeer nie, tensy en totdat eers die skriftelike toestemming van die Minister, soos in artikel *vyf-en-dertig* van die Wet bepaal, verkry is. Die huurder mag die aanwesigheid, op die hoewe, van vee, wat aan iemand anders behoort nie sonder toestemming van die Minister toelaat nie.

4. Die huurder moet die hoewe vry hou van skadelike diere.

5. Die huurder moet die hoewe uitsluitend vir sy eie gebruik en voordeel ontwikkel en bewerk. Die hoewe mag alleen gebruik word vir landbou- en veeteeltdoeleindes en vir die vervaardiging van sodanige landbou- en ander produkte as wat die huurder daarop mag verbou.

6. Alle paaie, deurgange, deurgangsregte en uitspanningsregte wat op die hierby verhuurde hoewe is of bestaan, moet vry en onbelemmerd bly tensy hulle op bevoegde gesag gesluit, opgehef of verander word.

7. Die huurder mag sonder die skriftelike vergunning van die Minister geen bome op die hoewe afkap, verniel of beskadig nie, maar hy is geregtig om sonder daardie vergunning droë hout wat op die hoewe mag wees, van tyd tot tyd vir brandstof of vir huishoudelike doeleindes te gebruik.

8. Soos in artikel *nege-en-dertig* van die Wet bepaal, moet die huurder aan die Unie Regering, die Provinsiale Administrasie, of aan enige plaaslike of ander bestuur sodanige belastinge, huurgelde, en ander laste betaal, as wat volgens gewoonte en wettig van ’n

charges as may customarily and legally be required to be paid by a private landowner, as also any river or irrigation or other rates or charges due and payable in respect of the holding to a River or Irrigation Board or other authority.

9. The lessee takes the land subject to all servitudes specially attaching to and binding on the land as acquired or held by the Government, and shall on the other hand be entitled to the benefit of any servitude running with the land which has not been specifically withheld by a special condition in this lease.

10. (1) The lessee shall effect, and take steps for the care and maintenance of, improvements on the holding as provided in the Act, and in particular he shall effect improvements as required by section *thirty* of the Land Settlement Act, 1912, as substituted by section *ten* of Act No. 25 of 1931, and shall, as provided in section *twenty-nine* of the Land Settlement Act, 1912, as substituted by section *eight* of Act No. 26 of 1925, arrange to the satisfaction of the Minister for the care and maintenance of improvements on the holding and of any stock or any other thing purchased or acquired in terms of section *forty-four* of the Act.

(2) In the event of any improvements being on the holding at the date of allotment, or the cost of any improvements being added to the purchase price of the holding at any time, or in the event of any improvements being effected by the lessee out of any advance made to him under the Act, any of such improvements which consist of buildings of a substantial nature shall be insured by the lessee for the full value thereof in an insurance company approved by the Minister. The lessee shall cede the policy or policies to the Secretary for Lands and shall lodge the said policy or policies, as well as the renewal receipts thereof, with the Secretary for Lands. The lessee shall keep such insurance in force until he shall have received from the Minister a written release from such duties.

11. All rights to minerals on or under the holding are hereby expressly reserved to the Crown subject to the provisions of section *thirty-one* of the Land Settlement Act, 1912, as amended by section *fifteen* of Act No. 26 of 1925, and further subject to the provisions of the "Reserved Minerals Development Act, 1926", and of the "Precious Stones Act, 1927", as amended from time to time or of any other law.

12. The lessee shall, subject to the provisions of section *twenty-four* of the Act, during the term of the lease (with exception of the first two years, during which no rent shall be payable) promptly and regularly pay to the Secretary for Lands at....., or to such other officer as may from time to time be thereto appointed, as rent under this lease a clear sum, free from all deductions whatever, of £.....in respect of the third year of the said term, and £.....each year for the fourth and fifth years of the said term, such rentals being payable yearly in advance on the first day of.....in each year.

13. (1) Subject to compliance with the Act and all the terms and conditions of his lease, the lessee has the right, in terms of section *twenty-seven* of the Act, to purchase the holding at a purchase price of £.....

(2) As and from the date on which the option of purchase is exercised by the lessee he shall pay the purchase price as aforesaid, together with interest at the rate of $3\frac{1}{2}$ per cent. per annum, to the Secretary for Lands at.....or such other officer as may from time to time be appointed for the purpose, yearly in advance in sixty-five equal instalments of £.....

14. The lessee may at any time subsequent to the date on which the right of purchase is exercised pay to the Secretary for Lands the balance of the purchase price then unpaid or any sum on account of such balance.

15. In no circumstances shall the Government be liable for any loss, damage or inconvenience which the lessee may suffer by reason of the presence on the holding of any person or of any stock, whether with or without the knowledge of the Government, or for the removal of any such person or stock.

private grondeienaar gevorder kan word, asook alle rivier- of besproeiings- of ander belastings of laste, wat ten opsigte van die hoewe aan 'n Rivier- of Besproeiingsraad of ander gesag verskuldig en betaalbaar mag wees.

9. Die huurder neem die grond onderworpe aan al die serwitute wat spesiaal in verband staan met en bindend is op die grond soos deur die Regering verkry of gehou, en is daarenteë geregtig tot die voorregte van enige serwituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in hierdie huurkontrak teruggehou is nie.

10. (1) Soos in die Wet bepaal, moet die huurder verbeterings op die hoewe aanbring en stappe vir die oppas en instandhou daarvan doen, en moet hy veral verbeterings aanbring soos in artikel *dertig* van die „Kroongrond Nederzettings Wet, 1912”, soos vervang deur artikel *tien* van Wet No. 25 van 1931, bepaal, en moet hy volgens die bepalinge van artikel *nege-en-twintig* van die „Kroongrond Nederzettings Wet, 1912”, soos vervang deur artikel *ag* van Wet No. 26 van 1925, maatreëls tref, tot bevrediging van die Minister, vir die oppas en onderhoud van verbeterings op die hoewe en van alle vee en enige ander iets, wat kragtens artikel *vier-en-veertig* van die Wet aangekoop of verkry is.

(2) Ingeval verbeterings op die datum van toekenning op die hoewe bestaan, of die koste van verbeterings te eniger tyd by die koopprys van die hoewe gevoeg word, of ingeval deur die huurder enige verbetering met behulp van 'n voorskot, kragtens die Wet aan hom toegeken, aangebring word moet al sodanige verbeterings, uit geboue van 'n deeglike aard bestaande, deur die huurder vir die volle waarde daarvan verseker word by 'n assuransiemaatskappy wat deur die Minister goedgekeur is. Die huurder moet die polis of polisse aan die Sekretaris van Lande sêdeer en moet genoemde polis of polisse, sowel as die vernuwingskwitansies daarvan, by die Sekretaris van Lande inlewer. Die huurder moet sodanige versekering in stand hou totdat hy deur die Minister skriftelik van daardie verpligtinge ontslaan word.

11. Alle regte op minerale op of onder die hoewe word hierby uitdruklik aan die Kroon voorbehou met inagneming van die bepalinge van artikel *een-en-dertig* van die „Kroongrond Nederzettings Wet, 1912”, soos gewysig by artikel *vyftien* van Wet No. 26 van 1925, en verder onderworpe aan die bepalinge van die „Wet op de Ontginning van Voorbehouden Mineralen, 1926”, en van die „Wet op Edelgesteentes, 1927”, soos van tyd tot tyd gewysig of van enige ander Wet.

12. Behoudens die bepalinge van artikel *vier-en-twintig* van die Wet, moet die huurder gedurende die huurtermyn (behalwe gedurende die eerste twee jare, wanneer geen huurgeld betaalbaar is nie) aan die Sekretaris van Lande te....., of aan sodanige ander amptenaar as van tyd tot tyd daartoe aangestel mag word, stip en gereëld, as huurgeld ooreenkomstig hierdie huurkontrak, vry van enige korting hoegenaamd, 'n netto bedrag van £..... ten aansien van die derde jaar van genoemde termyn, en van £.....elke jaar vir die vierde en vyfde jare van genoemde termyn, betaal, en is daardie huurgeld jaarliks op die eerste dag van..... in elke jaar vooruitbetaalbaar.

13. (1) Mits aan die Wet en aan alle voorwaardes van sy huurkontrak gevolg gegee is, het die huurder ooreenkomstig artikel *sewe-en-twintig* van die Wet die reg om die hoewe teen 'n koopprys van £.....te koop.

(2) Met ingang van die datum waarop die opsie van aankoop deur die huurder uitgeoefen word, moet hy bogenoemde koopprys, tesame met rente teen die koers van 3½ persent per jaar, jaarliks, vooruit, in vyf-en-sestig gelyke paalemente van £.....betaal aan die Sekretaris van Lande te.....of aan sodanige ander amptenaar as wat van tyd tot tyd vir daardie doel aangestel mag word.

14. Die huurder kan te eniger tyd na die datum waarop die reg van aankoop uitgeoefen is, aan die Sekretaris van Lande die saldo betaal van die koopprys wat dan uitstaande is, of enige som op rekening van daardie saldo.

15. Die Regering is onder geen omstandigheid aanspreeklik nie vir enige verlies, skade of ongerief wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of buite medewete van die Regering, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee.

16. The lessee shall be liable for any boundary or other fences on the holding or any interest or other charges due in connection with such fences, and such liability shall be governed by any law in force for the time being applicable to the erection, maintenance, or use of such fences.

17. It shall be a condition of this lease that, in the case of accidents to persons or cattle consequent on the existence of shafts, tunnels, and other conditions arising out of prospecting and/or mining operations undertaken prior to the date of commencement of this lease on the land hereby leased, the lessee shall not be entitled to compensation from the Government or the prospector or claim holder.

18. Should it at any time be found necessary to resurvey the holding, or take out a certificate of amended title, owing to errors in the existing survey, all costs incidental to such survey or certificate of amended title must be borne by the lessee. Should it be found that the holding is of greater extent than that stated in the lease, the lessee shall benefit thereby, without any increase of purchase price being made; on the other hand, should the area be found to be less than that stated in the lease, the lessee shall accept such lesser area without reduction of the purchase price, and no claim against the Government will exist in respect of any reduced area.

19. Subject to the provisions of sub-section (3) of section *forty-two* of the Act, all notices and demands required to be given to the lessee under the lease shall be regarded as properly and sufficiently given if addressed to him at the holding, and posted under registered cover, and the lessee shall choose his *domicilium citandi et executandi* at the holding for the purpose of any actions or proceedings arising out of or in connection with the lease.

20. In addition to the sections of the Act hereinbefore referred to, the lease is issued subject to all the several provisions of the Land Settlement Act, 1912, as amended from time to time, and any regulations framed or which may hereafter be framed thereunder. Apart from the sections of the Act specially quoted above in these conditions, the lessee's attention is also directed to the provisions of sections *thirty-two, thirty-three, thirty-four, thirty-seven, forty, forty-three, and forty-five* of the Land Settlement Act, 1912, as amended, sections *fourteen, fifteen, nineteen, and twenty* of Act No. 23 of 1917, section *eight* of Act No. 21 of 1922, and sections *twelve, twenty-one and twenty-two* of Act No. 26 of 1925.

21. *The lease is liable to cancellation at any time by the Minister in terms of section forty-two of the Act if any provision of the Act which it was the lessee's duty to comply be not complied with or any condition of the lease be not fulfilled and the lease shall be cancelled forthwith by the Minister, as provided in section seven of Act No. 25 of 1931, as substituted by section six of Act No. 47 of 1935, if the lessee fails to pay all instalments of rent, interest or purchase price in respect of four successive years.*

22. It is a condition of this lease and of any Crown Grant to be issued in respect of the holding, that the Governor-General may at any time expropriate without payment of any compensation any portion of the land hereby leased which was on the date of this lease occupied or used by the Railway Administration in its functions and undertakings.

23. It is a condition of this lease and of any Crown Grant to be issued in respect of the holding that the holding, or any portion thereof, shall not, without the consent of the Governor-General, be let to, or worked on shares by, a non-European or Company in which non-Europeans have a controlling interest.

24. This lease is subject to the provisions of section *nine* of Act No. 45 of 1937 which reads as follows:—

“ 9. No alienation, hypothecation, encumbrance by means of a servitude (other than a servitude of *usufructus, usus*

16. Die huurder is aanspreeklik vir alle grens- of ander heinings op die hoewe, of vir alle rente of ander koste wat in verband met daardie heinings verskuldig mag wees, en daardie aanspreeklikheid word gereël volgens enige Wet, wat op die oprig, onderhoud of gebruik van daardie heinings van tyd tot tyd van krag en van toepassing mag wees.

17. Dit is 'n voorwaarde van hierdie huurkontrak dat, ingeval van ongelukke aan persone of beeste veroorsaak weens die bestaan van skagte, tonnells en ander toestande voortspruitende uit prospekter- en/of mynbouwerkzaamhede wat voor die datum van aanvang van hierdie huurkontrak op die hierby verhuurde grond onderneem was, die huurder nie geregtig sal wees om vergoeding van die Regering of die prospektor of kleimhouer te eis nie.

18. As dit weens foute in die bestaande opmeting ooit nodig mag blyk te wees om die hoewe opnuut te meet, of om 'n sertifikaat van geamendeerde titel uit te neem, sal alle koste in verband met so'n opmeting of sertifikaat van geamendeerde titel deur die huurder gedra moet word. As die hoewe groter blyk te wees as in die huurkontrak opgegee, sal die huurder die voordeel daarvan hê sonder dat die koopprys van die hoewe verhoog word; as die oppervlakte daarenteen kleiner blyk te wees as in die huurkontrak vermeld, moet die huurder daardie kleiner oppervlakte sonder vermindering van die koopprys aanvaar, en sal daar geen eis teen die Regering ten aansien van 'n kleiner oppervlakte bestaan nie.

19. Met inagneming van die bepalings van sub-artikel (3) van artikel twee-en-veertig van die Wet sal alle kennisgewings en aanskrywings wat ingevolge die huurkontrak aan die huurder gestuur moet word, beskou word as behoorlik en voldoende gedien te wees as hulle aan hom op die hoewe geadresseer en per geregistreerde pos afgestuur is, en vir die doeleindes van aksies of stappe wat uit die huurkontrak voortspruit of daarmee in verband staan, moet die huurder sy *domicilium citandi et executandi* op die hoewe kies.

20. Bo en behalwe aan bogenoemde artikels van die Wet, word die huurkontrak uitgereik onderworpe aan al die verskillende bepalings van die „Kroongrond Nederzettings Wet, 1912”, soos van tyd tot tyd gewysig, en alle regulasies wat kragtens daardie Wet opgestel is of later opgestel mag word. Afgesien van die artikels van die Wet wat in bogenoemde voorwaardes spesiaal aangehaal is, word die aandaag van die huurder ook gevestig op die bepalings van artikels twee-en-dertig, drie-en-dertig, vier-en-dertig, sewe-en-dertig, veertig, drie-en-veertig en vyf-en-veertig van die „Kroongrond Nederzettings Wet, 1912”, soos gewysig, artikels veertien, vyftien, negentien en twintig van Wet No. 23 van 1917, artikel ag van Wet No. 21 van 1922, en artikels twaalf, een-en-twintig en twee-en-twintig van Wet No. 26 van 1925.

21. Die huurkontrak kan te eniger tyd deur die Minister kragtens artikel twee-en-veertig van die Wet vernietig word, as aan enigeen van die bepalings van die Wet, wat die huurder verplig was om na te kom, nie voldoen is nie, of as enigeen van die voorwaardes van die huurkontrak nie vervul is nie, en die huurkontrak word volgens die bepalings van artikel sewe van Wet No. 25 van 1931, soos vervang deur artikel ses van Wet No. 47 van 1935, onmiddellik deur die Minister vernietig wanneer die huurder in gebreke bly om alle paaielemente ten opsigte van huurgelde, rente of koopprys vir vier agtereenvolgende jare te betaal.

22. Dit is 'n voorwaarde van hierdie huurkontrak en van 'n Kroongrondbrief wat ten aansien van die hoewe uitgereik mag word, dat die Goewerneur-generaal te eniger tyd enige gedeelte van die hierby verhuurde grond wat op die datum van aanvang van hierdie huurkontrak deur die Spoorwegadministrasie vir sy werkzaamhede en ondernemings geokkupeer of in gebruik was, sonder betaling van vergoeding mag onteien.

23. Dit is 'n voorwaarde van hierdie huurkontrak en van 'n Kroongrondbrief wat later ten aansien van die hoewe uitgereik mag word, dat die hoewe of enige gedeelte daarvan nie verhuur mag word aan, of om 'n deel bewerk mag word deur 'n nie-blanke of 'n maatskappy, waarby nie-blankes beherende belang het, sonder die toestemming van die Goewerneur-generaal nie.

24. Hierdie huurkontrak is onderworpe aan die bepalings van artikel nege van Wet No. 45 van 1937, wat as volg lui:—

„9. Na die inwerkingtreding van hierdie Wet mag geen grond wat 'n hoewe of 'n deel van 'n hoewe is, vervreemd,

or *habitat*io) or division of any land which is a holding or a portion of a holding shall be effected after the commencement of this Act without the consent in writing of the Minister, granted upon the recommendation of the Land Board, on such conditions as the Minister may think fit to impose . . . ”

Thus done and signed at.....
on the.....day of.....19.....

.....
Secretary for Lands.

As Witness:

.....

Thus done and signed at.....
on the.....day of.....19.....

.....
Lessee.

As Witness:

.....

It is hereby agreed that the option of purchase has, in terms of section *twenty-seven* (3) (a) of the Act, been exercised as from theday of.....19.....

Thus done and signed at.....
on the.....day of.....19.....

.....
Secretary for Lands.

As Witness:

.....

Thus done and signed at.....
on the.....day of.....19.....

.....
Lessee.

As Witness:

.....

SCHEDULE “ G ”.

CROWN GRANT No.....

In the name and on behalf of His Majesty George the Sixth, by the Grace of God of Great Britain, Ireland and the British Dominions beyond the Seas, King, Defender of the Faith, Emperor of India.

Whereas a certain.....
.....
.....
.....
was leased with the option of purchase from the.....
day of.....19....., under the Land Settlement Act,
1912, as amended from time to time and has since been sold for the
sum of.....to.....and whereas
under and by virtue of Executive Council Minute No.....
of the.....19..... authority has been granted for
the issue of a Crown Grant in respect of the said land in favour
of.....

Now, therefore, these presents witness that, subject to the provisions of the Land Settlement Act, 1912, as amended from time to time, there is hereby granted, ceded, and transferred by the

verpand deur 'n ander serwituut as 'n serwituut van vruggebruik, van gebruik of van woning beswaar word of verdeel word nie sonder skriftelike toestemming van die Minister op aanbeveling van die landraad verleen op sodanige voorwaardes as wat die Minister wenslik ag om te stel, . . .”

Aldus gedoen en geteken te.....hede die.....dag
van.....19.....

.....
Sekretaris van Lande.

As Getuie:

.....
Aldus gedoen en geteken te.....hede die.....dag
van.....19.....

.....
Huurder.

As Getuie:

.....
Hierby word ooreengekom dat die opsie van aankoop ooreenkomstig artikel *sewe-en-twintig* (3) (a) van die Wet met ingang van die.....dag van.....19.....uitgeoefen is.

Aldus gedoen en geteken te.....hede die.....dag
dag van.....19.....

.....
Sekretaris van Lande.

As Getuie:

.....
Aldus gedoen en geteken te.....hede die.....dag
dag van.....19.....

.....
Huurder.

As Getuie:

BYLAE „ G ”

KROONGRONDBRIEF No.....

In die naam en ten behoeve van Sy Majesteit George die Sesde, deur die grasia van God, Koning van Groot-Brittanje, Ierland en die Britse Oorsese Geweste, Beskermer van die Geloof, Keiser van Indië.

Nademaal 'n sekere.....
.....
.....
.....
in die....., ingevolge die Kroongrond Nedersettingswet van 1912, soos van tyd tot tyd gewysig, met ingang van die.....dag van.....19..... met die opsie van aankoop verhuur was en sedert aan.....
.....
.....
.....
vir die som van.....verkoop is.

En nademaal kragtens minuut van Uitvoerende Raad No.....
van die.....dag van.....magtiging verleen is vir die uitreiking van 'n Kroongrondbrief ten aansien van die genoemde grond ten gunste van.....
.....
.....

So getuig hierdie akte dat, behoudens die bepalings van die Kroongrond Nedersettingswet van 1912, soos van tyd tot tyd gewysig, die Goewerneur-generaal van die Unie van Suid-Afrika hiermee aan

Governor-General of the Union of South Africa unto the said.....
.....
.....
.....
.....
.....
.....
with full power and authority henceforth to possess the same in
perpetuity.

This grant is made subject to—

- (a) the rights of the Governor-General described in sections *thirty-one* and *thirty-four* of the Land Settlement Act, 1912, which said sections are fully set out in the Schedule to this Crown grant;
- (b) the payment by the grantee of any land taxes payable by law;
- (c) all roads, thoroughfares, and rights of outspan being or existing on the land hereby granted remaining free and unencumbered unless the same be cancelled, closed, or altered by competent authority.

Thus done and signed by the.....at.....
.....on the.....day of.....
19....., duly authorized in that behalf by the Governor-General, in
terms of the Crown Land Disposal (Execution of Deeds) Act, 1911.

Registered in the Register of farms for.....of
.....Book.....
Folio.....on the.....day of
.....One thousand Nine hundred and
.....

.....
Registrar of Deeds.
Place.....

SCHEDULE.

Sections *thirty-one* and *thirty-four* of the Land Settlement Act, 1912, read as follows:—

31. (1) All rights to minerals on or under any holding are hereby reserved to the Crown, and, subject to the provisions hereinafter contained, the Governor-General may, in accordance with the law regulating prospecting and mining for minerals, deal with the same as if the land on or under which the minerals exist were not a holding.

Provided that the lessee may quarry or get limestone and building stone, dig clay, burn lime, and make bricks on the holding, but solely for the purpose of building or otherwise utilizing the same thereon, and may take so much coal as he may require for his domestic use and for the plant and machinery used for working his holding.

(2) The Governor-General may resume for mining purposes or purposes incidental thereto any holding or portion thereof and deal with the same in accordance with the law aforesaid. Whenever a holding is so resumed, compensation shall be paid by the Minister to the lessee, and in the case of a resumption of a portion only of a holding, a reduction of rent payable in future and instalments of purchase price shall be made proportionate to the area resumed; provided that in the event of the resumption by the Governor-General of a portion only of such holding, the lessee shall have the option of surrendering the lease of the remainder of the holding without prejudice to his claim for compensation.

die genoemde.....
.....
.....
.....
toeken, afstaan en transporteer.....
.....
.....
.....
met volle bevoegdheid om dit voortaan vir altyd te besit.

Hierdie toekenning geskied met inagneming van—

- (a) die regte van die Goewerneur-generaal soos in artikels *een-en-dertig* en *vier-en-dertig* van die Kroongrond Nedersettingswet van 1912, bepaal, watter artikels in die Bylae tot hierdie Kroongrondbrief ten volle opgeneem is;
- (b) die betaling deur die eienaar van enige grondbelasting wat wettig betaalbaar mag wees;
- (c) die voorwaarde dat alle paaie, deurgange en uitspannings-regte wat op die hierby toegekende grond bestaan, vry en onbelemmer moet bly, tensy hulle op bevoegde gesag gesluit, opgehef of verander word.

Aldus gedaan en geteken deur die.....
te.....hede die.....dag van
.....19....., daartoe behoorlik gemagtig
deur die Goewerneur-generaal kragtens die Kroonland Vervreemding
(Inrigting van Akten) Wet, 1911.

Geregistreer in die Register van plase vir.....van
....., Boek.....
Folio....., hede die.....dag van.....
Eenduizend Negehonderd.....

Registrateur van Aktes.

(Plek).....

BYLAE.

Artikels *een-en-dertig* en *vier-en-dertig* van die Kroongrond
Nedersettingswet van 1912 lui as volg:—

31. (1) Alle rechten op mineralen op of onder een hoeve worden hierby aan die Kroon voorbehouden, zullende de Goeverneur-Generaal met inachtneming van die hiernagenoemde bepalingen en overeenkomstig de wet op het prospekteren en delven naar mineralen, daarmede kunnen handelen alsof de grond, waarop de mineralen voorkomen, geen hoeve was.

Met dien verstande dat de huurder op de hoeve kalk- en steengroeven mag exploiteren, klei graven, kalk branden of stenen maken, doch uitsluitend om daarop te bouwen of dezelve anderszins te benuttigen; en hij mag zoveel steenkolen nemen als hij nodig moge hebben voor huiselijk gebruik en voor bedrijfsmateriaal en machinerie die hij bezigt voor het bewerken van zijn hoeve.

(2) De Gouverneur-Generaal kan ten behoeve van de mijnbouw of daarmede verbandhoudende doeleinden een hoeve of gedeelte ervan terugnemen en daarmee handelen overeenkomstig genoemde wet. Waar een hoeve aldus wordt teruggenomen, moet door de Minister aan de huurder schadeloosstelling worden gegeven en ingeval slechts een gedeelte van een hoeve wordt teruggenomen, moet een vermindering van de toekomstige huur en van de paaïementen van de koop-prijs worden toegestaan naar verhouding van het teruggenomen terrein. Met dien verstande dat ingeval van terugname door de Gouverneur-Generaal van een gedeelte slechts van zulk een hoeve de huurder de keuze heeft van het huurkontraht van het overblijvende deel van die hoeve afstand te doen, onverminderd zijn aanspraak op schadeloosstelling.

(3) Anything to the contrary notwithstanding in section *ten* of the Natal Mines Act, 1899, Crown land allotted or reserved under this Act for settlement purposes shall not, while so allotted or reserved, be subject to such right on the part of the public to prospect or search for minerals, as is in that section described.

NOTE.—The rights of the Governor-General under the above section are subject to the provisions of the Reserved Minerals Development Act, 1926, and the Precious Stones Act, 1927.

34. The Governor-General may at any time and in such manner and under such conditions as he may think fit—

- (a) construct or authorize the construction of dams or reservoirs upon any holding;
- (b) construct or authorize the construction upon, through, or under any holding, of water-furrows, pipe-lines, canals, and drains, and conduct or authorize the conducting of water therefrom or thereover for the benefit of the public or any owner or occupier of neighbouring land;
- (c) construct and work or authorize the construction and working, subject to the provisions of any law, of railways, roads, telegraphs, and telephone lines on or over any holding;

and take materials from any holding for the purposes of any such works.

Compensation shall be paid to the lessee of the holding for any damage sustained by him by reason of the exercise of the powers of this section.

NOTE.—The word “lessee” includes a “grantee”, “holding” includes “land held under a Crown grant”, and “mineral” includes “mineral products, mineral oils, metals, and precious stones” (*vide* section *two* of the Land Settlement Act, 1912).

SCHEDULE “I.”

AMENDED ACT TERMS.

It is hereby agreed that the lease dated.....
.....and registered in the Deeds Registry under
No..... in respect of the land being.....
situate in the District of.....shall be subject and
entitled to the terms and conditions of the Land Settlement Act
Amendment Act, 1917 (Act No. 23 of 1917) and any regulation
relative thereto, in so far as such terms and conditions may be
applicable, and as though the same were embodied therein.

Thus done and signed at Pretoria on the.....
day of.....19...

.....
Secretary for Lands.

Signed by the Secretary for Lands in the presence of:

- 1.....
- 2.....

.....
Lessee.

Signed by the lessee in the presence of:

- 1.....
- 2.....

(3) Niettegenstaande teenovergestelde bepalinge in artikel *tien* van de Natal Mijne Wet, 1899, is Kroongrond toegewezen of uitgehoude ingevolge deze wet voor nederzettingsdoeleinde terwyl dezelve aldus toegewezen of uitgehoude word, niet onderhevig aan het in dat artikel omschrewe regte van het publiek om te prospektere of te soeken naar delfstoeffe.

NOTA.—Die regte van die Goewerneur-generaal, kragtens bo- staande artikel, is onderworpe aan die bepalinge van „ de Wet op de Ontginning van Voorbehoude Mineralen, 1926 ”, en „ die Wet op Edelgesteente, 1927 ”.

„ 34. De Goeverneur-Generaal kan te enigertijd op een door hem bepaalde wijze en op door hem te stellen voorwaarde:—

- (a) Damme of reservoirs op een hoeve aanleggen of de aanleg daarvan toestaan;
- (b) watervore, pipleidinge, kanale, afvoergote op, door of onder een hoeve aanleggen of de aanleg daarvan toestaan en ten gerieve van het algemeen of van een biezonder eige- naar of bewoner van een naburig stuk grond daarvandaan of daarover water leide of toestaan dat dit geschiedt;
- (c) spoorwege, wege, telegraaf- en telefoonleidinge op of over een hoeve aanleggen en eksploitere of de aanleg en eksploitatie toestaan met inachtneming van desbetroffende wettelike bepalinge;

en voor de doeleinde van deze werke van een hoeve materiaal neme.

Aan de huurder van de hoeve moet de schade wordte vergoed door hem geledte tengevolge van de uitoefening van de bevoegd- hede van dit artikel.”

N.B.—Het woord „ huurder ” sluit in „ ’n persoon aan wie grond toegekend is ”, „ hoeve ” sluit in grond kragtens ’n Kroon- grondbrief gehoude en „ mineraal ” sluit in „ minerale ” produkte, minerale olieën, metalen en edelgesteente.” (Zie artikel *twee* van de Kroongrond Nederzettingswet van 1912.)

BYLAE „ I.”

VOORWAARDE VAN GEWYSIGDE WET.

Hierby word ooreengekom dat die huurkontrak gedateer....., en in die Registrasiekantoor van Akte geregistreer onder No....., ten aansien van die grond, synde....., geleë in die distrik....., onderworpe is aan en geregtig tot die voorwaarde van die Kroon- grond Nederzettingswet Wysigingswet van 1917 (Wet No. 23 van 1917) en alle regulasie wat daarop betrekking het, vir sover as sulke voorwaarde teepaslik is en asof hulle hierin opgeneem was.

Aldus gedoe en geteke te Pretoria op die..... dag van.....19...

.....
Sekretaris van Lande.

Geteke deur die Sekretaris van Lande
in die teenwoordigheide van :

- 1.....
- 2.....

.....
Huurder.

Geteke deur die huurder in die
teenwoordigheide van :

- 1.....
- 2.....

SCHEDULE " L ".

MORTGAGE BOND

BY VIRTUE OF A POWER OF ATTORNEY.

Know all men whom it may concern :

That....., a duly admitted conveyancer, of....., in the Province of....., appeared before me, Registrar of Deeds, at....., in the Province of....., the said appearer being duly authorized thereto by virtue of a power of attorney, signed on the.....day of.....19...., at....., in the presence of and under attestation of two competent witnesses, and granted to him by..... (herein after styled the mortgagor), which said power of attorney was duly exhibited to me at the passing of these presents :

And the said appearer declared that his principal, the said mortgagor, acknowledged himself to be justly and lawfully indebted to the Government of the Union of South Africa (herein after styled the mortgagee) in the full sum of..... (£.....) (herein after referred to as the capital sum) arising from and being the balance due on the.....day of.....19.... in respect of (1) the purchase price of the herein after mentioned and hereby specially hypothecated land, and being the sum of..... (£.....) and (2) the balance due in respect of advances made to the said mortgagor from time to time by the said mortgagee, being the sum of £..... (£.....), which aforesaid total capital sum of (£.....) the appearer *q.q.*, renouncing all benefit from the legal exceptions *non numeratae pecuniae non causa debiti errore calculi* and " revision of accounts," with the meaning and effect of which the appearer *q.q.* acknowledged the said mortgagor to be acquainted, and all other exceptions of what nature or kind soever, promises and undertakes to pay to the said mortgagee at the Office of the Secretary for Lands, Pretoria, together with the interest thereon reckoned from the.....day of.....19.... at the place aforesaid and at the rate herein after specified; such payments of capital and interest to be made in accordance with the provisions of section *eight* of Act No. 21 of 1922, and particularly the following conditions and stipulations therein contained, to wit:—

- (a) The mortgagor shall redeem the capital sum secured hereby with interest thereon by.....yearly instalments of £....., the said instalments including interest as herein after described in clause (b), payable in advance direct to the Secretary for Lands, Pretoria, on the first days of.....in each year, the first of the said instalments falling due on the.....day of.....19...., provided that nothing herein contained shall prevent the mortgagor paying off at any time the whole or any part (not being less than fifty pounds or a multiple thereof) of the said capital sum, together with interest due on the said capital sum to the date of payment.
- (b) The mortgagor shall pay interest—
 - (i) on that portion of the capital sum secured hereby, as represents the purchase price of the hypothecated land, at the rate of.....per centum per annum, and
 - (ii) on that portion of the capital sum secured hereby as represents advances at the rate of.....per centum per annum.

BYLAE „L.”

AKTE VAN VERBAND

KRAGTENS 'N VOLMAG.

Hiermee word bekendgemaak aan alle belanghebbende persone:

Dat....., 'n behoorlike toegelate transporte- en verbanduitmaker, van....., in die Provinsie....., voor my, Registrateur van Aktes te....., in die Provinsie....., verskyn het, waartoe die genoemde komparant behoorlik gemagtig was kragtens 'n volmag, geteken op die.....dag van.....19..... te....., in die teenwoordigheid van en bevestig deur twee bevoegde getuies en aan hom verleen deur..... (hierna genoem die verbandgewer), welke volmag, soas bogenoemd, behoorlik aan my vertoon is by passering van hierdie akte.

En die genoemde komparant het verklaar dat sy lasgewer, die bogenoemde verbandgewer, erken het dat hy aan die Regering van die Unie van Suidafrika (hierna genoem die verbandhouer), eerlik en wettiglik verskuldig is die volle bedrag van.....

(£.....) (hierna die hoofsom genoem), synde die saldo verskuldig op die.....dag van.....19..... ten aansien van (1) die koopprys van die grond wat hierna genoem en hierby spesiaal verpand is, ten bedrae van.....

(£.....) en (2) die saldo nog verskuldig ten aansien van voorskotte wat van tyd tot tyd deur die genoemde verbandhouer aan die genoemde verbandgewer verstrekk is, ten bedrae van.....

(£.....), welke genoemde totale hoofsom van.....

(£.....), die komparant *q.q.*, afstand doende van alle voordele van die wetlike eksepsies *non numeratae pecuniae non causa debiti errore calculi* en „rivisie van rekeninge” met die betekenis en strekking waarvan die komparant *q.q.* erken het dat die genoemde verbandgewer bekend is, en alle ander eksepsies, van watter aard of soort ook, beloop en op hom neem om aan die genoemde verbandhouer op die kantoor van die Sekretaris van Lande, te Pretoria, tesame met rente daarop, bereken vanaf die.....dag van.....19..... op die bogenoemde plek en teen die koers wat hierna gespesifiseer is te betaal; en om sulke betalings van hoofsom en rente te doen ooreenkomstig die bepalinge van artikel *ag* van Wet No. 21 van 1922, en in besonder die volgende voorwaardes en stipulasies wat daarin vervat is, naamlik:—

(a) Die verbandgewer moet die hoofsom wat deur hierdie verband verseker is met rente daarop in.....jaarlikse paaieimente van £.....terugbetaal, welke paaieimente rente insluit soas hierna in klousule (b) beskrywe, en vooruitbetaalbaar is regstreeks aan die Sekretaris van Lande te Pretoria, op die eerste dag van.....in elke jaar (synde die eerste van daardie paaieimente betaalbaar op die.....dag van.....19.....), met dien verstande dat niks hierin vervat die verbandgewer sal verhinder om te eniger tyd die genoemde hoofsom geheel of gedeeltelik (wat nie minder as vyftig pond of 'n veelvoud daarvan mag wees nie) tesame met rente wat tot die datum van betaling op die genoemde hoofsom verskuldig is, af te betaal nie.

(b) Die verbandgewer moet rente betaal---

- (i) op daardie deel van die hoofsom, deur hierdie verband verseker, wat die koopprys verteenwoordig van die grond wat met verband beswaar is, teen die koers van.....persent per jaar; en
- (ii) op daardie deel van die hoofsom, deur hierdie verband verseker, wat voorskotte verteenwoordig teen die koers van.....persent per jaar.

- (c) In the event of the non-payment of any instalment of the capital sum with interest thereon on the due date or in the event of the failure of the mortgagor to comply with any condition contained in this mortgage bond, the Minister of Lands may declare that the capital sum secured by the said mortgage bond, and remaining unpaid, together with interest and all other sums due thereunder, shall be immediately payable and recoverable.

This bond shall furthermore be subject to the following conditions:—

- (1) The buildings and erections on the hypothecated land, or which may hereafter be erected thereon, shall be kept in good condition and repair by the mortgagor.
- (2) The mortgagor shall further undertake to insure such buildings for the full value thereof, and to cede the policy or policies of insurance to the Secretary for Lands, on behalf of the Government of the Union of South Africa, and to lodge such policy or policies of insurance with the renewals thereof with the Department of Lands. Such insurance shall be maintained until such time as notification is given by the mortgagee that it is no longer required.
- (3) If the mortgagor's estate should be sequestrated or assigned or if he should give notice of surrender or assignment thereof or if the property hereby hypothecated should be attached by order of any court, the Minister of Lands may declare that the capital sum secured by this mortgage bond, and remaining unpaid, together with interest and all other sums due thereunder, shall be immediately payable and recoverable.
- (4) The said mortgagor chooses *domicilium citandi et executandi* on the land hereby mortgaged for the purpose of any actions or proceedings arising, or for the service on him of any notices or advices.

The term "mortgagor" in this bond shall include his heirs, executors, trustees, legal representatives, and assigns.

As security for the payment of the aforementioned capital sum and interest and other costs and charges herein before mentioned and referred to, as also all costs and charges of calling up and levying execution under this bond to a sum not exceeding £100, the appearer *q.p.* declared to bind specially under first mortgage:

.....

In witness whereof I, the said Registrar of Deeds, together with the appearer *q.g.* have subscribed to these presents, and have caused my seal of office to be affixed hereto.

Thus done and executed at the Office of the Registrar of Deeds of the.....on the.....day of19.....

.....
q.g.

In my presence.

.....
 Registrar of Deeds.

Registered in the General Debt Register of.....
 Book.....page..... and in the Register
 of..... kept at.....
 Book.....folio.....on the.....
 day of.....19.....

- (c) Ingeval 'n paalement van die hoofsom met rente daarop nie op die vervaldag betaal word nie, of ingeval die verbandgewer versuim om aan 'n voorwaarde in hierdie akte van verband vervat te voldoen, kan die Minister van Lande die hoofsom wat deur die genoemde verband verseker en nog verskuldig is, tesame met rente en alle ander daaronder verskuldigde bedrae, onmiddellik betaalbaar en invorderbaar verklaar.

Hierdie verband is verder onderworpe aan die volgende voorwaardes:—

- (1) Die verbandgewer moet die geboue en alles wat op die met verband beswaarde grond opgerig is, of later opgerig mag word, goed onderhou en repareer.
- (2) Die verbandgewer moet verder op hom neem om sulke geboue vir hulle volle waarde te verseker en om die assuransiepolis of -polisse aan die Sekretaris van Lande ten behoeve van die Regering van die Unie van Suid-Afrika te sedgeer en om die assuransiepolis of -polisse met die hernuwing daarvan by die Departement van Lande te deponeer. Sulke assuransie moet in stand gehou word tot tyd en wyl deur die verbandhouer kennis gegee word dat dit nie langer nodig is nie.
- (3) Ingeval die boedel van die verbandgewer gesekwestreer of oorgegee sou word of hy kennis sou gee van afstand of oorgawe daarvan, of ingeval die eiendom wat hierby met verband beswaar is op order van 'n hof in beslag geneem sou word, kan die Minister van Lande die hoofsom, deur hierdie verband verseker en nog verskuldig, tesame met die rente en alle ander bedrae daaronder verskuldig, onmiddellik betaalbaar en invorderbaar verklaar.
- (4) Vir die doel van regsvoorvordering of handelinge wat hieruit voortspruit of vir die diening op hom van kennisgewinge of mededeling, kies die genoemde verbandhouer *domicilium citandi et executandi* op die grond wat hierby met verband beswaar is.

Die uitdrukking „verbandgewer” sluit in „sy erfgename, eksekuteurs, kuratore, wettige verteenwoordigers en regverkrygendes.

As waarborg vir die betaling van die bogenoemde hoofsom en rente en ander koste, soas hierin tevore gemeld en genoem, en ook van alle koste verbonde aan opsegging en beslaglegging kragtens hierdie verband tot 'n som van hoogstens £100, het die komparant *q.q.* verklaar spesiaal onder eerste verband te verbind:

Ten getuie waarvan ek, die genoemde Registrateur van Aktes, tesame met die komparant *q.q.* hierdie akte onderteken en van my ampseel laat voorsien het.

Aldus gedoen en verly in die kantoor van die Registrateur van Aktes van die.....op die.....dag van.....19...

q.q.

In my teenwoordigheid.

Registrateur van Aktes.

Geregistreer in die Algemene Skuldregister van....., Boek....., Bladsy....., gehou te....., Boek....., folio....., op die.....dag van.....19.....

NOTICE TO ADVERTISERS

in the

Union Gazette



ADVERTISERS

are reminded that the closing hour for advertisements intended for insertion in the Union Gazette is 4 p.m. on WEDNESDAY of each week preceding publication.

Advertisements received after this hour will be held over for publication in the following week's Gazette.



J. J. KRUGER
Government
Printer

Government
Printing and
Stationery Office
Pretoria
2nd January, 1937

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in die

Staats- koerant



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Staatsdrukkery en
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