

EXTRAORDINARY



BUITENGEWONE

THE UNION OF SOUTH AFRICA

Government Gazette

Staatskoerant TO
VAN DIE UNIE VAN SUID-AFRIKA DEPT.

[Registered at the Post Office as a Newspaper.]

[As 'n Nuusblad by die Poskantoor geregistreer.]

Vol. CLXIV.]

PRICE 6d.

PRETORIA,

20 APRIL 1951.
20 APRIL

PRYS 6d.

[No. 4586.]

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

Alle Proklamasies, Goewermements- en Algemene Kennisgewings, wat vir die eerste maal gepubliseer word, is in die linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 913.]

[20 April 1951.]

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 1st June, 1951), for the lease of the undermentioned holdings, for a period of five years without the option to purchase or extension of the lease period.

The Minister of Lands reserves the right at any time to withdraw any or all of the holdings offered for lease by this notice.

All applications must be forwarded to: The Secretary for Lands, Pretoria, on the forms which are obtainable from the above-mentioned address or from the Magistrate of the District in which the holdings are situated.

GOEWERMEMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 913.]

[20 April 1951.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke van die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 1 Junie 1951 verstryk) kan by die kantoor van die Sekretaris van Lande, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van 5 jaar sonder die opsie van aankoop of verlenging van die huurtermyn.

Die Minister van Lande behou hom die reg voor om een of meer van die hoewes of almal wat in hierdie kennisgewing te huur aangebied word, te eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Pretoria, op die vorms wat verkrygbaar is by bogemelde adres of by die magistraat van die distrik waarin die hoewes geleë is.

TRANSVAAL.

DISTRICT/DISTRIK BARBERTON.

Holding No. Hoewes No.	HOLDINGS FOR DISPOSAL.		Area. Grootte.		Yearly Rental. Jaarlikse Huur.
	Name, Number and District.	HOEWES BESIKBAAR. Naam, nommer en Distrik.	Morgen. Morg.	Sq. Roods. Vk. roedes.	
1	The farm Die p'aas ALBERTSNEK No. 422		1,812	491	£ s. d. 45 6 6
2	The farm Die plaas AMANXALA No. 417		943	585	47 4 0
3	The farm Die plaas AVONDSTOND No. 410		1,523	138	38 1 6
4	The farm Die plaas BILTONG No. 415		899	135	44 19 0
5	The farm Die plaas BRINK No. 413		1,722	335	43 1 6
6	The farm Die plaas GOOD LUCK No. 407		969	479	48 10 0
7	The farm Die plaas IMPALA No. 420		2,147	407	53 14 0
8	The farm Die plaas INYONI No. 405		1,099	492	55 0 0

Holding No. <i>Hoewes No.</i>	HOLDINGS FOR DISPOSAL. Name, Number and District.	<i>HOEWES BESIKBAAR.</i> <i>Naam, nommer en Distrik.</i>	Area. <i>Grootte.</i>		Yearly Rental. <i>Jaarlikse Huur.</i>
			Morgen. <i>Morg.</i>	Sq. Roods. <i>Vk. roedes.</i>	
9	The farm	Die plaas Joyce No. 427	956	494	£ s. d. 47 17 0
10	The farm	Die plaas LANGPIET No. 416	948	262	47 8 7
11	The farm	Die plaas LIEUWBOS No. 412	1,480	477	37 0 6
12	The farm	Die plaas NAAS No. 418	920	302	46 0 6
13	The farm	Die plaas MONSON No. 435	1,005	488	53 6 1
14	The farm	Die plaas NICO'S KAMP No. 404	1,137	463	56 18 0
15	The farm	Die plaas NIL DESPERANDUM No. 406	953	127	47 13 0
16	The farm	Die plaas QUAGGA No. 409	2,016	424	50 8 6
17	The farm	Die plaas RAGS No. 424	911	124	45 11 1
18	The remaining extent of portion of the farm	Die resterende gedeelte van gedeelte van die plaas RINGGATLAAGTE No. 105 and/en The remaining extent of the farm	1,393.7780	—	69 14 0
19	The farm	Die plaas RONEL No. 419	1,010	57	50 10 0
20	The farm	Die plaas SEEKÖEGAT No. 408	965	67	48 5 0
21	The farm	Die plaas SQUAMANS No. 414.	900	71	48 2 6
	The lease shall be subject to the existing rights of the South African Police	Die huurkontrak is onderworpe aan die be- staande regte van die Suid-Afrikaanse Polisie			
22	The northern half of the farm	Die noordelike helfte van die plaas TE KORT No. 103	1,770	368	45 15 3
23	The southern half of the farm	Die suidelike helfte van die plaas TE KORT No. 103	1,770	368	45 15 3
24	The farm	Die plaas THE HARP No. 403	1,082	298	54 2 6
25	The farm	Die plaas TONGA No. 425 and/en	1,716	597	64 8 0
	The remaining extent of the farm	Die resterende gedeelte van die plaas WANHOOP No. 428			
26	The farm	Die plaas UMKAYA No. 411	2,310	120	57 15 0
27	The farm	Die plaas WALDA No. 426	957	108	47 17 0

DESCRIPTION OF HOLDINGS.

The particulars regarding the holdings, such as improvements, water supply and the type of farming, for which the holdings are suitable, are based on inspection reports and applicants should satisfy themselves as to the correctness of the information furnished. Holdings Nos. 1 to 27 are situated approximately from 40 to 60 miles east of Barberton Township and approximately from 9 to 23 miles south of Komatipoort Railway Station.

Water Supply.—Holdings Nos. 2, 4, 6, 8 to 10, 12 to 15, 17, 19, 20, 21, 24, 25 and 27 are riparian to the Komati River which offers extensive irrigation possibilities. Water on Holdings Nos. 22 and 23 is obtained from fountains. Water for Holding No. 18 is obtained from the Lomati River which offers extensive irrigation possibilities. Holdings Nos. 1, 3, 5, 7, 11, 16 and 26 have no water supply.

BESKRYWING VAN HOEWES.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad, en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulle oortuig van die juistheid van die besonderhede wat verstrekk word.

Hoewes Nos. 1 tot 27 is ongeveer van 40 tot 60 myl oos van Barberton-dorp en ongeveer van 9 tot 23 myl suid van Komatipoort-spoorwegstasie geleë.

Watervoorraad.—Hoewes Nos. 2, 4, 6, 8 tot 10, 12 tot 15, 17, 19, 20, 21, 24, 25 en 27 grens aan die Komatirivier wat groot besproeiingsmoontlikhede bied. Hoewes Nos. 22 en 23 kry water uit fonteine.

Hoewe No. 18 kry water uit die Lomatirivier wat groot besproeiingsmoontlikhede bied. Hoewes Nos. 1, 3, 5, 7, 11, 16 en 26 het geen water nie.

General.—Holdings Nos. 1, 3, 5, 7, 11, 16, 22, 23 and 26 are suitable for cattle, goats and bastard sheep. Holdings Nos. 2, 4, 6, 8 to 10, 12 to 15, 17, 19, 20, 21, 24, 25 and 27 are suitable for cattle, goats and bastard sheep as well as winter crops (vegetables), sub-tropical fruit, tobacco and kaffir-corn. The grazing consists of buffels, red and stink grass.

Carrying Capacity.—1 morgen per small stock, and 5 morgen per beast.

Improvements.—Holding No. 2: Certain fencing. Holding No. 13: Cattle dipping tank and kraals. Holding No. 21: Cattle and sheep dipping tank. Holding No. 22: Cattle dipping tank and certain fencing.

GENERAL CONDITIONS OF LEASE.

The leases to be issued will contain the following conditions:—

1. All notices and demands sent to the lessee in terms of the lease, shall be regarded as duly and properly served if they have been addressed to him at the holding and forwarded by registered post, and for purposes of legal proceedings or any disputes arising out of or in connection with the lease, the lessee elects the holding as his *domicilium et executandi* and agrees to submit to the jurisdiction of the magistrate's court in all such cases.

2. (a) The lessee shall, within six months after the date of allotment assume personal and beneficial occupation of the holding and thereafter reside on and occupy such holding personally and beneficially for not less than nine months in every calendar year which means—

- (i) the proper maintenance and preservation of improvements thereon;
- (ii) the preservation and improvement of the fertility of the soil and the prevention of soil erosion and brackishness;
- (iii) the eradication of noxious and other weeds in accordance with the provisions of any law relating to such eradication.

(b) The lessee shall work and develop the holding exclusively for his own use and benefit on the understanding that all improvements of a permanent nature will be effected at the lessee's own risk.

(c) The lessee shall not have the right, without the consent in writing of the Minister of Lands previously had and obtained, to allow the presence on the holding of the stock of any other person.

(d) The lessee shall not have the right, without the consent in writing of the Minister of Lands previously had and obtained, to sub-let the holding or any part thereof, or to cede, assign or hypothecate any of his interests in the lease or holding, and no natives, coloureds or Asiatics, except the lessee's bona fide employees, may reside on the holding.

3. (a) The holding shall be used solely for agricultural and stock-breeding purposes and for the processing of such agricultural or other products as the lessee may gather thereon.

(b) The Minister of Lands reserves the right to limit the total area that may be ploughed, planted, cultivated or sown on the holding and to control grazing thereon.

(c) The lessee shall not cut down or damage any trees of whatsoever nature on any part of the holding without the consent of the Minister of Lands but the lessee shall have the right without such consent to use such dead wood as may be on the holding for fuel or for domestic purposes.

(d) The lessee shall be liable for the eradication and extermination of noxious weeds and vermin on the holding and shall take such steps in connection therewith, as the Minister of Lands may deem necessary.

4. The lessee shall during the term of the lease (except during the first year when no rent is payable) pay to the Secretary for Lands, Pretoria, or to such officer as may from time to time be appointed for that purpose, regularly and on due date, as rent in terms of this lease, free from any reduction whatsoever, a total sum as mentioned in this notice in respect of the second, third, fourth and fifth year of the term aforementioned. The rent shall be payable yearly in advance.

Algemeen.—Hoewes Nos. 1, 3, 5, 7, 11, 16, 22, 23 en 26 is geskik vir beeste, bokke en basterskape. Hoewes Nos. 2, 4, 6, 8 tot 10, 12 tot 15, 17, 19, 20, 21, 24, 25 en 27 is geskik vir beeste, bokke en basterskape sowel as winter-gesaaides (groente), subtropiese vrugte, tabak en kafferkoring. Die weiveld bestaan uit buffels-, rooi- en stinkgras.

Drakrag.—1 morg per stuk kleinvee en 5 morg per bees.

Verbeterings.—Hoewe No. 2: Sekere omheining. Hoewe No. 13: Beesdip en krale. Hoewe No. 21: Bees- en skaapdip. Hoewe No. 22 beesdip en sekere omheining.

ALGEMENE HUURVOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal die volgende voorwaardes bevat:—

1. Alle kennisgewings en aanskrywings, wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende gedien te wees as hulle aan hom op die hoewe geadresseer en per geregi-streerde pos versend is, en vir doeleindes van regsvoor-de ringe of enige geskille wat uit die huurkontrak voortspruit of daarmee in verband staan, kies die huurder sy *domicilium et executandi* op die hoewe en stem hy toe dat die magistratshof jurisdiksie het om al sulke sake te verhoor.

2. (a) Die huurder moet die hoewe binne ses maande na die datum van toekenning persoonlik en op nuttige wyse in okkupasie neem en daarna gedurende minstens nege maande in elke kalenderjaar persoonlik en op nuttige wyse okkupeer en bewoon wat beteken—

- (i) die behoorlike versorging en onderhoud van verbeterings daarop;
- (ii) die instandhouding en verbetering van die vrugbaa- rheid van die grond en die voorkoming van gronderosie en brak;
- (iii) die uitroeiing van skadelike en ander onkruid ooreenkomstig die bepalings van enige Wet wat op sodanige uitroeiing betrekking het.

(b) Die huurder moet die hoewe uitsluitlik vir sy eie gebruik en voordeel ontwikkel en bewerk; met dien ver- stande dat alle verbeterings van blywende aard op die huurder se risiko aangebring word.

(c) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die Minister van Lande iemand anders se vee op die hoewe laat kom nie.

(d) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die Minister van Lande die hoewe of 'n deel van die hoewe verhuur of enigeen van sy belange in die huurkontrak of hoewe oormak, cedeer of verhipotekeer nie en geen naturelle, kleurlinge of Asiate, behalwe die huurder se bona fide werknemers, mag op die hoewe woon nie.

3. (a) Die hoewe moet alleen vir landbou- en veeteelt- doeleindes gebruik word en vir die verwerking van soda- nige landbou- en ander produkte as wat die huurder daarop mag wen.

(b) Die Minister van Lande, behou hom die reg voor om die totale oppervlakte wat op die hoewe geploeg, beplant bewerk of waarop gesaaï mag word, te beperk en om weiding daarop te beheer.

(c) Die huurder mag geen bome van watter aard ook op enige gedeelte van die hoewe afkap of beskadig sonder die toestemming van die Minister van Lande nie, maar die huurder het die reg om sonder sodanige verlof droë hout as op die hoewe mag wees vir brandstof of huis- houdelike doeleindes te gebruik.

(d) Die huurder is verantwoordelik vir die uitroeiing van skadelike onkruid en skadelike diere en moet dié stappe in verband daarmee doen wat die Minister van Lande nodig mag ag.

4. Die huurder moet gedurende die huurtermyn (behalwe gedurende die eerste jaar wanneer geen huurgeld betaalbaar is nie) aan die Sekretaris van Lande, Pretoria of aan die amptenaar wat van tyd tot tyd daartoe aan- gewys mag word, gereeld en op die dag waarop dit verskuldig is, as huurgeld ooreenkomstig hierdie huurkon- trak vry van enige korting hoegenaamd, die volle som soos in hierdie kennisgewing gemeld, ten aansien van die tweede, derde, vierde en vyfde jaar van genoemde termyn, betaal. Die huur is jaarliks vooruitbetaalbaar.

5. The lessee shall have no claim for compensation against the Government or against a prospector or claim-holder in case of accidents to persons or animals as a result of the existence of shafts, tunnels and other condition arising out of prospecting and/or mining operations which may have been undertaken on the holding before the date of the commencement of the lease.

6. (a) Liability for the erection of boundary or other fences shall rest with the lessee.

(b) The holding shall further be subject to all the servitudes specially relating to and encumbering the land as acquired or held by the Government and shall, on the other hand, be entitled to the benefits of any servitudes in favour of the land not expressly excluded by a special term of the lease.

7. All rights of way, roads and thoroughfares which have been constructed upon the holding shall remain free and unobstructed, unless they are closed or diverted by order of a competent authority.

8. All rights to minerals on or under the holding are hereby expressly reserved to the Crown.

9. No trade shall be carried on on the holding without the written consent of the Minister of Lands.

10. In no circumstances shall the Minister of Lands 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 any stock, whether with or without the knowledge of the Minister of Lands, or for the removal of any such person or stock.

11. The Minister of Lands shall at all times have the right of resuming the whole or any portion of the holding, if required, for public or mining purposes, on payment to the lessee of such sums of money as compensation as may be mutually agreed upon by the parties hereto, or failing such agreement, as may be determined by arbitration in manner provided by the "Arbitration Ordinance, 1904 (Transvaal)".

12. The lease shall be voidable at the will of the Minister of Lands in case of non-payment of rent in accordance with the conditions herein mentioned or in case of the breach or non-fulfilment of any of the conditions of this lease. In the event of this lease being declared void under the preceding provision the lessee shall not be entitled to any compensation whatever in respect of any farm or general improvements nor to refund or repayment by the Government of any rent paid by the lessee notwithstanding anything to the contrary in any other of the provisions of this lease contained or implied.

The Department shall have the right to take over the permanent improvements referred to in paragraph 2 (b) at a valuation to be determined by the Land Board, which valuation shall be the only and final one. Should the Department decline to take over the improvements at the Land Board's valuation the lessees will retain the right to remove such improvements within a period not exceeding six months after cancellation or termination of the lease by effluxion of time.

13. Government officials have the right at any time to enter upon the holding.

Special condition: The leases to be issued in respect of holdings Nos. 22 and 23 shall be subject to the following special conditions:—

(a) In order to enable the State to exercise its rights, its officials shall be entitled to enter upon the land and to prospect and carry out mining operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws, to prospect and mine.

(b) The lessees of these holdings shall be obliged to make available to the satisfaction of the Mining Commissioner, such area of the land which may reasonably be required for prospecting or mining purposes subject to the payment of a rental to the lessees to be fixed by arbitration, failing settlement by mutual agreement.

5. Die huurder is nie geregtig op vergoeding van die Regering of van 'n prospekteerder of kleimhouer in geval van ongelukke aan persone of diere, as gevolg van die bestaan van skagte, tonnells en ander toestande voort-spruitende uit prospekter- en/of mynbouwerksaamhede wat voor die datum van aanvang van die huurkontrak op die hoewe onderneem is nie.

6. (a) Die huurder aanvaar verantwoordelikheid vir die oprigting van grens- of ander omheinings.

(b) Die hoewe is verder onderworpe aan al die serwitute wat spesiaal in verband staan met, en rus op die grond soos deur die Regering verkry of gehou, en is daarenteen geregtig tot die voordele van enige serwituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in die huurkontrak uitgesluit is nie.

7. Alle deurgangsregte, paaie en deurgange, wat op die hoewe aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

8. Alle regte op minerale op of onder die hoewe word hierby uitdruklik aan die Kroon voorbehou.

9. Geen handel mag sonder die skriftelike toestemming van die Minister van Lande op die hoewe gedryf word nie.

10. Die Minister van Lande is onder geen omstandighede aanspreeklik vir enige verlies, skade of ongerief, wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of sonder medewete van die Minister van Lande, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee nie.

11. Die Minister van Lande het te alle tye die reg om die hoewe geheel of gedeeltelik weer in besit te neem indien dit vir publieke of myndoelindes nodig mag wees, teen betaling aan die huurder van 'n som geld, by wyse van vergoeding, waaromtrent die kontrakterende partye onderling ooreenkom, of by ontstentenis van so'n ooreenkoms, 'n bedrag wat deur arbitrasie ooreenkomstig die bepaling van die „Arbitration Ordinance, 1904", vasgestel mag word.

12. Die huurkontrak is, na goedvinde van die Minister van Lande, vernietigbaar, ingeval die huur nie ooreenkomstig genoemde voorwaardes betaal word nie of in geval van die oortreding of nie-nakoming van enigeen van die voorwaardes van die huurkontrak. Ingeval die huurkontrak ingevolge die voorgaande bepaling nietig verklaar word is die huurder nie geregtig tot enige vergoeding, van watter aard ook ten opsigte van enige plaas- of algemene verbeterings, en ook nie tot terugbetaling, deur die regering van enige huur, deur die huurder betaal nie, ondanks enigiets in enige ander bepaling in die huurkontrak vervat of stilswyend daarin inbegrepe, wat daarmee in stryd is.

Die Departement het die reg om die verbeterings van blywende aard, genoem in paragraaf 2 (b), oor te neem teen 'n waardering van die Landraad en so'n waardering is die enigste en finale waardering. As die Departement nie bereid is om die verbeterings teen die Landraad se waardering oor te neem nie, het die huurders die reg om die verbeterings te verwyder binne ses maande na die datum van die ontbinding of beëindiging van die huurkontrak deur verloop van die termyn.

13. Amptenare van die Staat het die reg om te alle tye op die hoewe te gaan.

Spesiale voorwaarde: Die huurkontrakte wat ten opsigte van hoewes Nos. 22 en 23 uitgereik word, is aan die volgende voorwaardes onderworpe:—

(a) Ten einde die Staat in staat te stel om sy regte uit te oefen, het sy amptenare die reg om op die grond te gaan om te prospekter en om mynwerksaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg kragtens die mineraalwette verleen is om te prospekter en mynwerk te doen.

(b) Van huurders van hierdie hoewes is verplig om soveel van die oppervlakte van die grond as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospekter- of myndoelindes beskikbaar te stel, onderworpe daaraan dat aan die huurders huurgeld betaal moet word wat, by ontstentenis van onderlinge ooreenkoms deur arbitrasie vasgestel moet word.

Ratio.—Not more than one learner or employee receiving less than the full rate prescribed for his occupation may be employed to each three or part of three employees on semi-skilled operations receiving the full rate.

"Part of three" shall mean a remainder of not less than one after the total number of employees receiving full rates has been divided by three.

Employment on any operation in this section shall be regarded as experience for any operation in this section.

Per
Week.
£ s. d.

C. Unskilled Operations.

- (i) Employees over the age of 21 years engaged—
- (a) on scudding, cobbing, tacking, trimming, breaking and/or fleshing sheep-skins with wool still on ... 2 1 0
 - (b) on oiling, fleshwashing, and all shed work ... 1 17 5

NOTE.—"Cobbing" means the trimming by scudders on the beam of loose fleshings hanging from the edges of the hides after fleshing.

- (c) in unskilled labouring operations in the lime yard, tan yard, drum house and on all loading and off-loading work and washing skins with the wool or hair on ... 1 17 5
 - (d) Employees engaged on unskilled labouring operations in the manufacture of Pump, Cup, Hat, Ram, U, V, or other types of Hydraulic leathers ... 1 17 5
 - (e) General labourers ... 1 17 5
- (ii) Employees under the age of 21 years ... 1 5 8

NOTE.—All wages prescribed in paragraphs (i) and (ii) of Schedule C (Unskilled Operations) are inclusive of a "dirt allowance" at the rate of 2s. 6d. per week as awarded by the Arbitrator in 1945.

Ratio.—Not more than two employees under the age of 21 years may be employed on unskilled operations in any establishment.

Per
Week.
£ s. d.

D. Wool Skin Processing.

(NOTE.—"Wool Skin Processing" means the processing of skins with the wool on.)

- (a) Ironing and shearing ... 3 6 8
- (b) Carding ... 2 1 0

E. Welting and Rending Department.

- (a) Splitting, skiving, cutting, grooving and bevelling ... 3 6 8
- (b) All other operations ... 2 1 0

- F. (i) Storemen and/or warehousemen, despatch clerks** 3 9 5
- (ii) Assistant storemen and/or assistant warehousemen** 3 1 6

G. Motor Vehicle Drivers.

- Employed on vehicles of a payload of up to and including 3 tons ... 3 16 11
- Employed on vehicles of a payload of over 3 tons but not exceeding 5 tons ... 4 7 2
- Employed on vehicles of a payload of over 5 tons ... 4 17 5

Notwithstanding anything to the contrary in this Agreement, the following provisions shall apply to motor vehicle drivers:—

"Hours of work" include all periods of driving and any time spent on other work connected with the vehicle or the load and all periods during which an employee is obliged to remain at his post in readiness to work when required, but do not include meal hours.

- H. Making and/or maintaining fires** ... 2 6 2

- I. Night watchmen** ... 3 1 6

5. COST OF LIVING ALLOWANCE.

(1) In addition to the actual earnings of an employee in any week, he shall be paid each week by his employer an amount equal to 1½ per cent. of such earnings in respect of every completed 12.5 points by which the retail price index exceeds 1.000.

(2) For the purpose of this section "retail price index" means the weighted average index relating to food, fuel, light, rent and sundries for the nine principal areas in the Union of South Africa as assessed by the Director of Census and Statistics and published from time to time.

(3) Each adjustment to the additional amount referred to in sub-section (1) hereof in terms of this section shall be made on and from the first pay day following the receipt by the Secretary of the Council of notification of the appropriate change in the retail price index or the first day following publication of the *Monthly Bulletin of Union Statistics* showing such change, whichever pay day is the earlier, provided such notification is received or such publication is made not later than Wednesday in the working week to which that pay day relates. Should such notification be received or such publication be made later than Wednesday, the adjustment shall be made on the pay day of the following week.

Getalleverhouding.—Hoogstens een leerling of werknemer wat 'n laer loon ontvang as die volle skaal wat vir sy werk voorgeskryf is, mag vir elke drie of gedeelte van drie werknemers vir halfgeskoolde werksaamhede wat die volle loon ontvang, in diens wees.

„Gedeelte van drie” beteken die orige van die minder as een na die totale getal werknemers wat volle lone ontvang, deur drie gedeel is nie.

Diens vir enige werk in hierdie afdeling moet as ervaring vir alle werk in hierdie afdeling beskou word.

Per
week.
£ s. d.

C. Ongeskoolde werk.

- (i) Werknemers oor 21 jaar oud, wat—
- (a) buitevelle skraap, „cobbing”, spalk, bywerk, skoonskraap en/of vleisskraap van skaapvelle wat nog die wol op het ... 2 1 0
 - (b) olie, vleiswas, en alle skuurwerksaamhede ... 1 17 5

L.W.—„Cobbing” beteken die bywerk op die blok deur buitevelskrapers deur die los vleis wat na die vleisskraap nog aan die kante van die huide ahang, te verwyder.

- (c) ongeskoolde arbeid in die kalkskure, looiskure, trommelskure verrig en alle laai- en aflaaiwerk doen en die velle wat nog die wol of hare op het, was ... 1 17 5
- (b) ongeskoolde arbeid verrig by die vervaardiging van pomp-, koppies-, hoede-, ram-, U-, V-, of ander soorte hidroliese leer ... 1 17 5
- (e) algemene arbeiders ... 1 17 5

- (ii) Werknemers onder 21 jaar oud ... 1 5 8

L.W.—Alle lone wat in paragrawe (i) en (ii), van Bylae C (Ongeskoolde Werk) voorgeskryf word, is met inbegrip van 'n „vuil-toelae” van 2s. 6d. per week wat in 1945 deur die Skeidsregter toegeken is.

Getalleverhouding.—Hoogstens twee werknemers onder 21 jaar oud mag vir ongeskoolde werksaamhede in 'n inrigting in diens wees.

Per
week.
£ s. d.

D. Wolvelproseswerk.

(OPMERKING.—„Wolvelproseswerk” beteken proseswerk aan velle met wol aan.)

- (a) Stryk en skeer ... 3 6 8
- (b) Kam ... 2 1 0

E. Randsooltjies- en randjiesafdeling.

- (a) Splits, skaaf, sny, groef en skuinsny ... 3 6 8
- (b) Alle ander werksaamhede ... 2 1 0

- F. (i) Magasynmeester en/of pakhuisopsigter, ver- sendingsklerk** ... 3 9 5
- (ii) Assistent-magasynmeester en/of pakhuisopsigter** 3 1 6

G. Motorvoertuigbestuurders.

- In diens op voertuie met vragvermoë tot en met 3 ton ... 3 16 11
- In diens op voertuie met vragvermoë van oor 3 ton maar hoogstens 5 ton ... 4 7 2
- In diens op voertuie met vragvermoë van oor 5 ton ... 4 17 5

Ondanks enigiets strydigs in hierdie Ooreenkoms, is die volgende bepalings op motorvoertuigbestuurders van toepassing:—

„Werkure” sluit in alle tydperke van bestuur en alle tyd wat aan ander werk in verband met die voertuig, of die vrag, bestee word en alle tydperke wat 'n bestuurder verplig is om in gereedheid vir werk op sy pos te bly, maar sluit nie etensure in nie.

- H. Vure maak en/of aan die brand hou** ... 2 6 2

- I. Nagwagte** ... 3 1 6

5. LEWENSKOSTETOELAE.

(1) Bo en behalwe die werklike verdienste van 'n werknemer in 'n week, moet hom deur sy werkgever elke week 'n bedrag betaal word wat gelyk is aan 1½ persent van sodanige verdienste ten opsigte van elke volle 12.5 punte waarmee die kleinhandelsprysindeks 1.000 oorskry.

(2) Vir die toepassing van hierdie artikel, beteken „kleinhandelsprysindeks” die beswaarde gemiddelde indeks betreffende voedsel, brandstof, lig, huishuur en diverse vir die nege vernameste gebiede in die Unie van Suid-Afrika, soos bereken deur die Direkteur van Sensus en Statistiek en van tyd tot tyd bekendgemaak.

(3) Elke wysiging van die ekstra bedrag genoem in subartikel (1) hiervan ingevolge hierdie artikel, moet aangebring word op en met ingang van die eerste betaaldag wat volg op die ontvangs deur die Sekretaris van die Raad van kennisgewing van die verandering in die kleinhandelsprysindeks wat van toepassing is, of na gelang van die eerste, die eerste betaaldag wat volg op die publikasie van die *Maandbulletin van Unie-statistiek* wat sodanige verandering aandui; met dien verstande dat dié kennisgewing ontvang is, of sodanige bekendmaking geskied, voor of op Woensdag van die werkweek waarop die betaaldag betrekking het. As die kennisgewing na Woensdag ontvang word of die bekendmaking geskied, moet die wysiging op die betaaldag van die volgende week aangebring word.

(4) The cost of living allowance payable in terms of this section shall include any cost of living allowance payable in terms of War Measure No. 43 of 1942, published under Proclamation No. 110 of the 22nd May, 1942, as amended by War Measure No. 39 of 1943, published under Proclamation No. 114 of the 18th June, 1943, or any amendment thereof, provided that in cases where the payment in terms of this section is less than the War Measure allowance the latter shall be payable.

6. HOURS OF WORK.

(1) Save as is otherwise provided in this Agreement, no employer shall require or permit an employee, other than one exclusively employed as a night watchman—

- (a) to work for more than 43 hours, excluding meal times, in any one week; or
- (b) to work for more than 8 hours, excluding meal times, on any one day: Provided that in any establishment in which—
 - (i) one day in every week the ordinary hours of work are not more than five, an employee may be required or permitted to work for an additional period not exceeding half-an-hour on each of the remaining days of the week; or
 - (ii) the employees do no. ordinarily work on more than five days in the week, an employee may on any work-day be required or permitted to work for an additional period not exceeding one and a quarter hours; or
- (c) to work for an continuous period of more than five hours without an uninterrupted interval of at least one hour: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous; or
- (d) who is a female, to work—
 - (i) between six o'clock p.m. and six o'clock a.m.; or
 - (ii) after one o'clock p.m. on more than five days in any week.

(2) For the purposes of paragraph (a) of sub-section (1) an employee who does not work on any holiday referred to in sub-section (8) of section 8 or who on such holiday work less than his average ordinary working hours for that day of the week on which such holiday falls, shall be deemed to have worked his average ordinary working hours on that day.

(3) The ordinary hours of work for a night watchman shall not exceed 72 hours per week and such night watchman shall be allowed one night off duty in seven consecutive nights.

(4) If employees are not required to attend at an establishment on any day they shall be informed individually or by notice posted in the department, or departments in which they are employed prior to such day, that their services will not be required.

If not so informed, employees attending at the establishment at the ordinary starting time shall be entitled to be employed for at least one half day or to receive a half day's pay in lieu thereof.

Employees attending at the establishment in the afternoon shall be entitled to work two hours or to receive two hours' pay in lieu thereof, unless notice of intention not to work shall have been given by the employer during the morning.

In the case of an employee ceasing work due to a breakdown he shall be entitled to payment for the first hour or part thereof during which he is not working.

(5) The following rest periods shall be allowed to each employee and shall be reckoned as time worked:—

- (a) Mondays to Saturdays a period of not less than ten minutes in the morning provided that one hour has been worked;
- (b) Mondays to Fridays a period of not less than ten minutes each afternoon provided that one hour has been worked after the lunch interval.

During the rest periods provided for in (a) and (b) of this sub-section the operation of all machinery in the establishment shall cease, and no employee shall be required to work.

(6) Where employees are called upon to "clock out" at the end of working periods, the employer shall provide facilities to enable employees to leave the works at the correct time at which work is to cease.

7. OVERTIME.

(1) Notwithstanding the provisions of paragraphs (a) and (b) of sub-section (1) of section 6 and save as is provided in this section, an employer may require or permit an employee to work overtime for a total period not exceeding in any one week—

- (a) ten hours; or
- (b) a number of hours (which may exceed ten) fixed by the Council by notice in writing to the employer, specifying the employee, or the class of employee, in respect of whom the notice is applicable, and the period for which and the conditions under which it shall be valid;

(4) By die lewenskostetoelae betaalbaar ingevolge hierdie artikel, moet inbegrepe wees enige lewenskostetoelae betaalbaar ingevolge Oorlogsmaatreël No. 43 van 1942, bekendgemaak by Proklamasie No. 110 van 22 Mei 1942, soos gewysig by Oorlogsmaatreël No. 39 van 1943, uitgevaardig by Proklamasie No. 114 van 18 Junie 1943, of enige wysiging daarvan; met dien verstande dat in gevalle waar die betaling ingevolge hierdie artikel minder is as die Oorlogsmaatreëltoelae, laasgenoemde betaalbaar is.

6. WERKURE.

(1) Behalwe soos anders in hierdie Ooreenkoms bepaal, kan geen werkgewer van 'n werknemer, behalwe een wat uitsluitlik as nagwag werksaam is, vereis, of hom toelaat—

- (a) om vir meer as 43 uur, met uitsluiting van etenstye, in 'n week te werk nie; of
- (b) om vir meer as 8 uur, met uitsluiting van etenstye, op 'n dag te werk nie; met dien verstande dat in 'n inrigting waarin—
 - (i) op een dag in elke week die gewone werkure nie meer as vyf uur is nie, van 'n werknemer vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens 'n halfuur op elkeen van die ander dae van die week te werk; of
 - (ii) die werknemers nie gewoonlik op meer as vyf dae in die week werk nie, van 'n werknemer op elke werkdag vereis of hy toegelaat kan word om 'n bykomende tydperk van hoogstens een-en-'n-kwart uur te werk; of
- (c) om vir 'n onafgebroke tydperk van meer as vyf uur te werk sonder 'n ononderbroke tussenpoos van minstens een uur nie; met dien verstande dat, vir die toepassing van hierdie paragraaf, werktydperke wat onderbreek word deur 'n tussenpoos van minder as een uur, as aaneenlopend beskou moet word; of—
- (d) as sy 'n vrou is—
 - (i) tussen sesuur nm. en sesuur vm. te werk nie; of
 - (ii) op meer as vyf dae in 'n week na eenuur nm. te werk nie.

(2) Vir die toepassing van paragraaf (a) van subartikel (1), word dit beskou dat 'n werknemer wat nie op 'n vakansiedag, in subartikel (8) van artikel 8 genoem, werk nie, of wat op die vakansiedag minder werk as sy gemiddelde gewone werkure vir daardie dag van die week waarop die vakansiedag val, sy gemiddelde gewone werkure op daardie dag gewerk het.

(3) Die gewone werkure van 'n nagwag mag nie meer as 72 uur per week wees nie en die nagwag moet een vrye nag in elke sewe opeenvolgende nagte toegestaan word.

(4) As op 'n dag nie van werknemers vereis word om by 'n inrigting te kom werk nie, moet hulle voor dié dag in kennis gestel word dat hulle dienste nie nodig sal wees nie. Die kennisgewing moet aan werknemers persoonlik gerig word, of anders moet dit in die afdeling of afdelings, waarin hulle voor so'n dag werksaam is, opgeplak word.

As hulle nie aldus in kennis gestel word nie, dan is werknemers, wat op die gewone begintyd by die inrigting opdaag, geregtig om vir minstens 'n halwe dag te werk, of om in plaas daarvan 'n halwe dag se betaling te ontvang.

Werknemers wat in die namiddag by die inrigting opdaag, is geregtig om vir twee uur te werk, of om, in plaas daarvan, twee uur se loon te ontvang, tensy die werkgewer in die voormiddag kennis gegee het dat hy nie van plan is om te laat werk nie.

Ingeval 'n werknemer met werk ophou weens 'n onklaarraking van masjinerie, is hy geregtig tot betaling vir die eerste uur, of gedeelte daarvan, wat hy nie werk nie.

(5) Onderstaande rustydsperke moet aan elke werknemer toegestaan en as tyd gewerk beskou word—

- (a) Van Maandag tot Saterdag, 'n tydperk van minstens tien minute in die voormiddag; met dien verstande dat een uur gewerk is;
- (b) van Maandag tot Vrydag, 'n tydperk van minstens tien minute elke namiddag; met dien verstande dat een uur na die etensonderbreking gewerk is.

Gedurende die rustye waarvoor in (a) en (b) van hierdie subartikel voorsiening gemaak word, moet alle masjinerie in die inrigting tot stilstand gebring word en van geen werknemer kan verlang word om te werk nie.

(6) Indien werknemers aan die end van werktyle moet „uitklok”, moet die werkgewer reëlins tref om werknemers in staat te stel om die fabriek te verlaat op die regte tyd waarop die werk gestaak moet word.

7. OORTYD.

(1) Ondanks die bepalings van paragrawe (a) en (b) van subartikel (1) van artikel 6 en behalwe soos bepaal in hierdie artikel, kan 'n werkgewer van 'n werknemer vereis, of hom toelaat, om oortyd te werk vir 'n totale tydperk van hoogstens onderstaande in 'n week:—

- (a) Tien uur; of
- (b) 'n aantal ure (wat meer as tien kan wees) wat deur die Raad per skriftelike kennisgewing aan die werkgewer vasgestel word, waarin die werknemer, of die klas werknemer, ten opsigte van wie die kennisgewing van toepassing is, vasgestel word asook die termyn waarvoor en die voorwaardes waarop dit geldig is;

Provided that no employer shall require or permit a female employee to work overtime—

- (a) for more than two hours on any day;
- (b) on more than three consecutive days;
- (c) on more than sixty days in any year;
- (d) after completion of her ordinary working hours for more than one hour on any day, unless he has—
 - (i) provided such employee with an adequate meal before she has to commence overtime; or
 - (ii) paid such employee a prescribed allowance in sufficient time to enable the employee to obtain a meal before the overtime is due to commence.

(2) No employee shall be required to work overtime unless notice has been given by the employer to such employee the day prior to such overtime being worked.

(3) Except in the case of a night watchman, an employee who works before the usual starting time or after the usual closing time of the establishment shall, subject to the provisions of sub-section (4) hereof, for each hour or part of an hour so worked be paid if employed—

- (a) on any day from Monday to Friday, inclusive, his hourly wage plus thirty-three and one-third per cent.;
- (b) on Saturday afternoon, his hourly wage, plus fifty per cent.

(4) When it is customary for any establishment to complete its normal working week of 43 hours between Monday and Friday, any employee other than a night watchman required to work on a Saturday morning shall be paid for each hour or part of an hour so worked one and one-third times his hourly wage, irrespective of the number of hours actually worked between Monday and Friday.

(5) Whenever an employee works on a Sunday his employer shall either—

- (a) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him on a week-day; or
- (b) pay the employee remuneration at a rate not less than one and one-third times his ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him within seven days of such Sunday one day's holiday and pay him in respect thereof remuneration at a rate not less than his ordinary rate of remuneration as if he had on such holiday worked his average ordinary working hours for that day of the week.

(6) Whenever an employee is remunerated on a basis other than in accordance with the time actually worked by him, his ordinary rate of remuneration shall, for the purpose of this section, be calculated as though he were paid by the hour and shall be ascertained at any date by dividing his total remuneration during the three months immediately preceding that date, or during the total period of his employment by the employer concerned, whichever is the shorter, by the number of hours worked during the period in respect of which such remuneration was paid.

(7) A night watchman who is on duty for time in excess of 12 consecutive hours shall for such excess time be paid at the rate of his hourly wage plus thirty-three and one-third per cent. A night watchman who is on duty on his night off shall be paid at double the rate of his hourly wage.

8. HOLIDAYS AND ANNUAL LEAVE.

(1) Every employer shall grant to every employee employed by him not later than 24th December of each year leave of absence of not less than two consecutive weeks and two days and pay to such employee, not later than the last working day before the commencement of such leave, as a leave allowance an amount equal to one-twelfth of the wages he would earn in two weeks and two days for each month of employment with the employer; Provided that—

- (a) the period of such leave shall not be concurrent with any period during which the employee is under notice of termination of employment, or is under-going peace training under the South Africa Defence Act, 1912 (Act No. 13 of 1912); and
- (b) if any public holiday referred to in sub-section (7) of this section falls within the period of such leave, such public holiday shall be added to the said period as a further period of leave and the employee shall be paid in respect of such public holiday, at the same time as the leave allowance, an amount equal to the wage he would have earned had he on such public holiday worked his daily average ordinary working hours.

NOTE.—For the purpose of calculating the leave pay due in terms of this clause the pay for "two days" shall be two-fifths of the weekly wage.

(2) Upon termination of employment, the employer shall pay to the employee the amount of the leave allowance due as at the date of such termination, calculated as provided in sub-section (1).

(3) Employment for half a month or over shall be reckoned as employment for a full month for the purpose of calculating the leave allowance payable in terms of sub-sections (1) and (2) and "half a month" shall mean any period of 15 consecutive calendar days, irrespective of working days.

(4) (a) If an employee's service is terminated at any time during the month of December he shall receive the full holiday pay calculated in terms of section 1 for that month.

met dien verstande dat geen werkgewer van 'n vroulike werknemer kan vereis, of haar mag toelaat, om onderstaande oortyd te werk nie:—

- (a) Vir meer as twee uur op 'n dag;
- (b) op meer as drie opeenvolgende dae;
- (c) op meer as sestig dae in 'n jaar;
- (d) na voltooiing van haar gewone werkure vir meer as een uur op 'n dag, tensy hy—
 - (i) dié werknemer van 'n voldoende ete voorsien het voordat sy met die oortydwerk moet begin; of
 - (ii) dié werknemer 'n voorgeskrewe toelae betyds genoeg betaal het om die werknemer in staat te stel om 'n ete te bekom voordat die oortydwerk moet begin.

(2) Van geen werknemer kan vereis word om oortydure te werk nie, tensy die werkgewer op die dag voordat oortydure gewerk word, die werknemer daarvan in kennis gestel het.

(3) 'n Werknemer, behalwe in die geval van 'n nagwag, moet, indien hy voor die gewone begintyd, of na die gewone sluitings-tyd van die inrigting werk, vir elke uur of gedeelte van 'n uur aldus gewerk, onderworpe aan die bepalings van subartikel (4) hiervan—

- (a) op 'n dag van Maandag tot en met Vrydag teen sy uurloon plus 33½ persent;
- (b) op Saterdagmiddag teen sy uurloon plus 50 persent;

betaal word.

(4) As dit in 'n inrigting gebruikelik is om die gewone werkweek van 43 uur tussen Maandag en Vrydag te voltooi, moet elke werknemer, behalwe 'n nagwag, van wie vereis word om op 'n Saterdagmôre te werk, vir elke uur, of gedeelte van 'n uur, aldus gewerk, 1½ maal sy uurloon betaal word, afgesien van die getal ure wat werklik tussen Maandag en Vrydag gewerk is.

(5) As 'n werknemer op Sondag werk, moet sy werkgewer of—

- (a) die werknemer minstens dubbel die besoldiging, betaalbaar t.o.v. die tydperk wat gewoonlik deur hom op 'n weekdag gewerk word, betaal; of
- (b) die werknemer betaal teen minstens 1½ maal sy gewone loon t.o.v. die totale tydperk wat op dié Sondag gewerk word, en hom binne sewe dae na dié Sondag een dag vakansie toestaan en hom ten opsigte daarvan betaal teen minstens sy gewone loon asof hy op die vakansiedag sy gewone gemiddelde werkure vir daardie dag van die week gewerk het.

(6) As 'n werknemer op 'n ander basis betaal word as in ooreenstemming met die tyd wat werklik deur hom gewerk word, dan moet sy gewone skaal van besoldiging vir die toepassing van hierdie artikel bereken word asof hy per uur betaal word en moet op enige datum vasgestel word deur sy totale besoldiging gedurende die drie maande onmiddellik voor daardie datum, of, na gelang van die kortste, gedurende die totale tydperk van sy diens by die betrokke werkgewer, te deel deur die getal ure wat gewerk is gedurende die tydperk ten opsigte waarvan sodanige besoldiging betaal is.

(7) 'n Nagwag wat vir 'n langer tydperk as 12 opeenvolgende ure op diens is, moet vir sodanige ekstra tyd teen sy uurloon plus 33½ persent betaal word. 'n Nagwag wat gedurende die nag wat hy vryaf behoort te wees op diens is, moet teen dubbel sy uurloon betaal word.

8. VAKANSIEDAE EN JAARLIKSE VERLOF.

(1) Elke werkgewer moet aan elke werknemer by hom in diens, uiterlik op 24 Desember van elke jaar, afwesigheidsverlof toestaan van minstens twee opeenvolgende weke en twee dae en aan dié werknemer voor of op die laaste werkdag voor die aanvang van die verlof as verloftoelae, vir elke maand diens by die werkgewer, 'n bedrag betaal wat gelyk is aan een-twaalfde van die loon wat hy in twee weke en twee dae sou verdien.

Met dien verstande dat—

- (a) die tydperk van die verlof nie mag saamval met 'n tydperk wat die werknemer diensopsegging gegee of ontvang het, of ingevolge die Zuid Afrika Verdedigings Wet, 1912 (Wet No. 13 van 1912), vredestrydse opleiding ondergaan nie; en
- (b) as 'n publieke vakansiedag, genoem in subartikel (7) van hierdie artikel binne die tydperk van die verlof val, die publieke vakansiedag by genoemde tydperk gevoeg moet word as 'n verdere tydperk van verlof en die werknemer ten opsigte van die publieke vakansiedag, tesame met die verloftoelae, 'n bedrag betaal moet word wat gelyk is aan die loon wat hy sou verdien het as hy op die publieke vakansiedag sy daelike gemiddelde gewone werkure gewerk het.

L.W.—Vir die doeleindes van berekening van die verskuldigde verlofbetaling kragtens hierdie klousule, is betaling vir „twee dae”, twee-vyftes van die weekloon.

(2) By diensbeëindiging moet die werkgewer aan die werknemer die bedrag van die verloftoelae betaal soos op die datum van die beëindiging verskuldig, bereken soos bepaal in subartikel (1).

(3) Diens vir 'n halwe maand of meer moet beskou word as diens vir 'n volle maand vir die doel om die verloftoelae te bereken wat ingevolge subartikels (1) en (2) betaalbaar is, en „'n halwe maand” beteken 'n tydperk van 15 opeenvolgende kalenderdae (afgesien van werkdae).

(4) (a) Indien die diens van 'n werknemer te eniger tyd gedurende Desember eindig, moet hy die volle verlofbesoldiging, bereken ooreenkomstig die bepalings van artikel 1, vir daardie maand ontvang.

(b) If an employee gives notice of termination of service during the week prior to the closing of the factory he shall not be entitled to receive the additional one-twelfth holiday pay for the month of December.

(c) If an employee gives notice of termination of service coinciding with the closing of the factory he shall be entitled to receive the one-twelfth holiday pay for the month of December.

(5) The amount of the leave allowance payable in terms of sub-sections (1), (2) and (4) shall be calculated at the rate of remuneration which the employee was receiving immediately prior to the date from which his leave is granted or on which his employment is terminated, as the case may be; and the provisions of sub-section (6) of section 7 shall *mutatis mutandis* apply.

(6) Any period during which an employee—

(a) is on leave in terms of sub-section (1); or

(b) undergoes peace training under the South Africa Defence Act, 1912; or

(c) is absent from work on the instructions or at the request of his employer; or

(d) is absent from work owing to illness or confinement, shall be deemed to be employed for the purpose of sub-sections (1) and (2); provided that the provisions of paragraph (d) shall not apply in respect of any period of absence owing to illness of more than three consecutive days if the employee fails, after a request for such a certificate by the employer, to submit to the employer a certificate from a medical practitioner that he was prevented by illness from doing his work, or in respect of that portion of any total period of absence during any twelve months of employment, which is in excess of thirty days.

(7) (a) Good Friday, Easter Monday, Dingaan's Day, Christmas Day, Boxing Day and New Year's Day shall be holidays on full pay; provided that whenever an employee works on any of these days his employer shall pay him remuneration at a rate not less than his ordinary rate of remuneration in respect of the total period worked on such day in addition to the remuneration to which he would have been entitled had he not so worked.

(b) If an employee's service terminates during the week in which Good Friday falls he shall, in addition to any other remuneration due to him, be paid two days' pay in respect of Good Friday and Easter Monday.

(c) If any of the public holidays referred to in sub-section (a) of this section falls on a Saturday the pay for such holiday shall be calculated at the rate of one-fifth of the normal weekly wage.

(d) If an employee's service terminates during the month of December he shall be paid in addition to any other remuneration due to him, one day's pay in respect of each of the public holidays: Dingaan's Day, Christmas Day, Boxing Day and New Year's Day, in respect of which no payment has already been made to him, and the wages payable for such holidays shall be calculated at the rate of four-fifths of the normal weekly wage.

(8) An employer prior to closing his establishment for the annual period referred to in sub-section (1) of this section shall—

(i) give his employees at least 30 days' notice of the provisional date of closing; and

(ii) give his employees at least 14 days' notice of the actual date upon which the establishment will close and the period during which employees will not be required to work.

An employer who proposes to close his establishment for any holiday other than the holiday period referred to in sub-section (1) of this section shall give his employees at least three working days' notice of such closing, and shall state in such notice the period during which the employees will not be required to work.

The notices referred to above shall be in writing and shall be posted by the employer in a place readily accessible to his employees.

9. PLACE OF EMPLOYMENT.

(1) No employer shall require or allow any employee to perform work in the industry in any place other than his regular establishment.

(2) An employee while in employment shall not work for more than one employer during the same working week.

10. COUNCIL FUNDS.

For the purpose of meeting the expenses of the Council each employer shall deduct on each pay day—

(a) 1d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of less than £2 per week are prescribed;

(b) 2d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £2 or over but less than £4 per week are prescribed;

(c) 3d. from the earnings of each of his employees, other than apprentices, for whom minimum rates of £4 per week or over are prescribed.

To the aggregate of the amounts so deducted, the employer shall add an equal amount and forward not later than the 7th day of the following month the total sum to the Secretary of the Council, P.O. Box 3051, Port Elizabeth, or such other official as may be specified by the Council or Executive Committee.

(b) Indien 'n werknemer sy diens opse vir beëindiging gedurende die week voordat die fabriek gesluit word, het hy nie reg op betaling van die ekstra een-twaalfde verlofbesoldiging vir die maand Desember nie.

(c) Indien 'n werknemer sy diens so opse dat die beëindiging met die sluiting van die fabriek saamval, het hy reg op betaling van die een-twaalfde verlofbesoldiging vir Desember.

(5) Die bedrag van die verlof-toelae betaalbaar ingevolge sub-artikels (1), (2) en (4), moet bereken word teen die skaal van besoldiging waarteen die werknemer werksaam is onmiddellik voor die datum met ingang waarvan sy verlof toegestaan is, of, na gelang van die geval, waarop sy diens beëindig word; en die bepaling van subartikel (6) van artikel 7 is *mutatis mutandis* van toepassing.

(6) Elke tydperk wat 'n werknemer—

(a) ingevolge subartikel (1) met verlof is; of

(b) ingevolge die Zuid Afrika Verdedigings Wet, 1912, vredes-tydse opleiding ondergaan; of

(c) op las of op versoek van sy werkgever van sy werk afwesig is; of

(d) weens siekte of bevalling van werk afwesig is, word beskou as diens vir die toepassing van subartikels (1) en (2); met dien verstande dat die bepaling van paragraaf (d) nie van toepassing is t.o.v. 'n tydperk van afwesigheid weens siekte van meer as drie opeenvolgende dae nie as die werknemer versuim om, nadat die werkgever om so'n sertifikaat versoek het, aan die werkgever 'n doktersertifikaat voor te lê dat hy deur siekte verhinder was om sy werk te doen; of ten opsigte van daardie gedeelte van 'n algehele tydperk van afwesigheid wat bo dertig dae is, gedurende enige twaalf maande diens.

(7) (a) Goeie-Vrydag, Paasmaandag, Dingaansdag, Kersdag, Tweede Kersdag en Nuwejaarsdag is vakansiedae met volle betaling; met dien verstande dat as 'n werknemer op enigeen van daardie dae werk, sy werkgever hom ten opsigte van die totale tydperk wat op so'n dag gewerk is, benewens die besoldiging waartoe hy geregtig sou gewees het as hy nie aldus gewerk het nie, besoldiging van minstens sy gewone loon moet betaal.

(b) As 'n werknemer se diens eindig gedurende die week waarin Goeie-Vrydag val, moet hom, benewens alle ander besoldiging wat aan hom verskuldig is, twee dae se betaling ten opsigte van Goeie-Vrydag en Paasmaandag betaal word.

(c) Indien enigeen van die publieke vakansiedae waarna in subartikel (a) van hierdie artikel verwys word, op 'n Saterdag val, moet die besoldiging vir so'n vakansiedag bereken word teen een-vyfde van die gewone weekloon.

(d) As 'n werknemer se diens gedurende die maand Desember eindig, moet hom benewens alle ander besoldiging wat aan hom verskuldig is, een dag se betaling betaal word t.o.v. elkeen van die publieke vakansiedae Dingaansdag, Kersdag, Tweede Kersdag en Nuwejaarsdag ten opsigte waarvan geen betaling reeds aan hom gedoen is nie, en die lone wat ten opsigte van daardie vakansiedae betaalbaar is, moet bereken word teen vier-vyfdes van die gewone weekloon.

(8) Voordat 'n werkgever sy inrigting vir die jaarlikse tydperk sluit wat in subartikel (1) genoem word, moet hy—

(i) sy werknemers minstens 30 dae kennis gee van die voorlopige sluitingsdatum; en

(ii) sy werknemers minstens 14 dae kennis van die werklike datum gee waarop die inrigting sal sluit en die tydperk waarin dit nie van die werknemers vereis sal word om te werk nie.

'n Werkgever wat voornemens is om sy inrigting vir 'n ander vakansiedag te sluit as dié in subartikel (1) van hierdie artikel genoem, moet sy werknemers minstens drie werkdade kennis van die sluiting gee, en moet in die kennisgewing die tydperk noem waarin dit nie van die werknemers vereis sal word om te werk nie.

Die kennisgewing hierbo genoem, moet skriftelik wees en moet deur die werkgever op 'n plek opgeplak word wat maklik deur sy werknemers bekombaar is.

9. WERKPLEK.

(1) Geen werkgever kan van 'n werknemer vereis, of hom toelaat om op 'n ander plek, behalwe in sy vaste inrigting in die nywerheid werk te verrig nie.

(2) 'n Werknemer mag nie, terwyl hy in diens is, gedurende dieselfde werkweek vir meer as een werkgever werk nie.

10. RAADSFONDS.

Ten einde die uitgawes van die Raad te dek, moet elke werkgever op elke betaaldag onderstaande aftrek:—

(a) 1d. van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, vir wie minimum lone van minder as £2 per week voorgeskryf word;

(b) 2d. van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, vir wie minimum lone van £2 of meer maar minder as £4 per week voorgeskryf word;

(c) 3d. van die verdienste van elkeen van sy werknemers, behalwe vakleerlinge, vir wie minimum lone van £4 per week of meer voorgeskryf word.

By die totale bedrae aldus afgetrek, moet die werkgever 'n gelyke bedrag voeg en die totale bedrag uiterlik die 7de dag van die volgende maand aan die Sekretaris van die Raad, Posbus 3051, Port Elizabeth, stuur of aan enige ander amptenaar wat deur die Raad of die Uitvoerende Komitee aangestel word.

3. Certain fencing costs shall be added to the purchase price when known.

Special remark: The farm Alonbridge, the western portion of which forms this holding, is still to be subdivided and half the costs of subdivision will be added to the purchase price of the holding.

Holding No. 7.—20 miles west of Witbank Township and 4 miles south of Balmoral Railway Station.

Improvements: Rondavel, outbuildings, cowshed foundation, certain fencing, bluegum tree plantation, 2 morgen under irrigation and 20 morgen dry lands cleared.

Water supply: Two fountains.

General: Suitable for mealies, large and small stock and growing timber.

Carrying capacity: 3 morgen per sheep, 6 to 7 morgen per bees.

Average rainfall: 20 inches per year.

Servitudes:

- (1) Subject to a servitude of outspan in extent 1/75th of 619 morgen 330 square roods.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 8.—26 miles south-east of Petrusburg Township and 8 miles south-south-east of De Brug Railway Station.

Improvements: Dwelling-house, 3 store rooms, 4 windmills (3 out of order), fruit and other trees, shed and kraals, boundary and internal fencing and native huts.

Water supply: Windmills with strong water (sufficient).

General: Suitable for small and large stock, maize, kaffir corn, wheat and lucerne. Grass and edible shrubs.

Carrying capacity: 250 small and 30 large stock.

Average rainfall: 16 inches per annum.

Special Condition: The successful applicant will be required to pay to the Department an amount of £45. 8s. 10d. in cash being the costs of a windmill erected by the previous caretaker.

Holding No. 9.—22 miles from Postmasburg and 16 miles from Clifton Railway Siding.

Improvements: Fencing, corrugated iron dwelling-house, corrugated iron reservoir, windmill and drinking trough.

Water supply: Consists of a well and is reported to be sufficient.

General: Suitable for cattle and sheep farming. Grazing consists of sweet grass pasture interspersed with Karoo shrubs.

Carrying capacity: Small stock 1 per 1½ morgen. Large stock 1 per 7 morgen.

Rainfall: 10 to 15 inches per annum.

Special remark: As the existing well is situated close to the western boundary of the holding, boring operations will be conducted by means of Government boring machinery and the cost thereof, when known, will be added to the purchase price of the holding. No date can be specified when a boring machine is likely to be made available and no assurance can be given that water will be found.

Holding No. 10.—22 miles from Vryburg Township and Railway Station and approximately 23 miles from Schweizer Reneke.

Improvements: Dwelling-house, borehole, windmill, tank, boundary and internal fencing and kraal.

Water supply: Borehole and windmill.

General: Suitable for mealies, groundnuts, kaffir corn, also for cattle and sheep.

Grazing: Level grass plains with shrubs.

Carrying capacity: One large stock or 7 small stock per 6 morgen.

Rainfall: 15 to 18 inches per annum.

3. Sekere koste van omheining sal by die koopprys gevoeg word wanneer bekend.

Spesiale opmerking: Die plaas Alonbridge, waarvan die westelike gedeelte hierdie hoewe uitmaak, moet nog onderverdeel word. Die helfte van die onderverdelingskoste sal by die koopprys van die hoewe gevoeg word.

Hoewe No. 7.—20 myl wes van Witbank-dorp en 4 myl suid van Balmoral-spoorwegstasie.

Verbeterings: Rondawel, buitegebou, koeistalfondament, sekere omheining, bloekomboomplantasie, 2 morg lande onder besproeiing en 20 morg droëland skoon-gemaak.

Watervoorraad: Twee fonteine.

Algemeen: Geskik vir mielies, groot- en kleinvee en die aanplant van bome.

Drakrag: 3 morg per skaap, 6 tot 7 morg per bees.

Gemiddelde reënval: 20 duim per jaar.

Servitude:

- (1) Onderworpe aan 'n servituut van uitspanning groot 1/75ste van 619 morg 330 vierkante roedes.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 8.—26 myl suidoos van die dorp Petrusburg en 8 myl suid-suidwes van De Brug-spoorwegstasie.

Verbeterings: Woonhuis, 3 pakkamers, 4 windpompe (3 stukkend), vrugte- en ander bome, skuur en krale, buite en binneheining en natuurelshutte.

Watervoorsiening: Windpompe met sterk water (voldoende).

Algemeen: Geskik vir klein- en grootvee, mielies, kafferkoring, koring en lusern. Gras- en bossieveld.

Drakrag: 250 klein- en 30 grootvee.

Gemiddelde reënval: 16 duim per jaar.

Spesiale voorwaarde: Die suksesvolle applikant moet 'n bedrag van £45. 8s. 10d. in kontant aan die Departement betaal, synde die koste van 'n windpomp opgerig deur die vorige opsig'er.

Hoewe No. 9.—22 myl van Postmasburg en 16 myl van Clifton-spoorwegsylyn.

Verbeterings: Omheining, sink-woonhuis, sinkdam, windpomp en suiptrog.

Watervoorraad: Bestaan uit put en is voldoende.

Algemeen: Geskik vir bees- en skaapboerdery. Weiding bestaan uit soetgrasveld met karoobossies tussenin.

Drakrag: Kleinvee 1 op 1½ morg. Grootvee 1 op 7 morg.

Reënval: 10 tot 15 duim per jaar.

Spesiale opmerking: Aangesien die bestaande put na aan die westelike grens van die hoewe geleë is, sal boorwerkzaamhede op die hoewe verrig word deur middel van 'n Goewermentsboormasjien en die koste daarvan sal, wanneer bekend, by die koopprys van die hoewe gevoeg word. Geen datum kan bepaal word wanneer 'n boormasjien beskikbaar sal wees en geen versekering kan gegee word dat water gevind sal word nie.

Hoewe No. 10.—22 myl van die dorp en spoorwegstasie Vryburg en ongeveer 23 myl van Schweizer Reneke.

Verbeterings: Woonhuis, boorgat, windpomp, tenk, buite- en binne-omheining en kraal.

Watervoorsiening: Boorgat en windpomp.

Algemeen: Geskik vir mielies, grondbone, kafferkoring, ook vir beeste en skape.

Weiding: Gelyk grasvlaktes met bossies.

Drakrag: Een stuk grootvee of 7 stuks kleinvee per 6 morg.

Reënval: 15 tot 18 duim per jaar.

Special remarks: Some of the above-mentioned improvements have been effected by the temporary lessee and should negotiations for the taking over thereof not succeed, the purchase price of the holding (including the rental and instalments of the purchase price) will be reduced in accordance with the amounts at which the improvements have been valued.

SPECIAL CONDITIONS.

The following special conditions will be inserted in the leases which it is proposed to issue and in the Crown Grants to be issued later in respect of Holdings Nos. 9 and 10:—

1. (a) Giving the Government the right to resume the whole or a portion of the holding if required for Government, public or outspan purposes on payment of compensation therefor.

(b) Stipulating that roads and thoroughfares, whether they are described on the diagram or not, existing on the land shall remain free and uninterrupted, and requiring the lessee of the holding to grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor; and

(c) Governing the exploitation of minerals.

2. The following special condition will be inserted in the lease which it is proposed to issue and in the Crown Grant to be issued later in respect of Holding No. 10:—

That the right is reserved to the public travelling over the land hereby leased/sold to pass over and graze their livestock on each side of such road or roads running over the land and shown on the diagram(s) as may, with the approval of the Administrator, be selected by the Divisional Council for the purposes of trekpaths, such trekpaths not to exceed a width of 200 yards, on each side of such road or roads; provided that where no roads, or in the opinion of the Administrator, insufficient roads are indicated on the diagram(s) the public travelling over the land shall have the right to pass over and graze their livestock along such routes or courses as may with the approval of the Administrator, be selected by the Divisional Council for the purpose of trekpaths, such routes or courses, however, not to exceed the width of 400 yards.

GENERAL CONDITIONS.

The leases to be issued will contain conditions relative to residence, improvements, fencing, minerals, outspans, roads, railway lines and such other conditions as are usually inserted in agricultural leases under the Land Settlement Act, 1912, and amending Acts.

The rentals, which are payable yearly in advance, are calculated on the purchase price on the following percentage basis:—

Rentals:

First and second years: Nil

Third year: 2 per cent. per annum.

Fourth and Fifth year: $3\frac{3}{4}$ per cent. per annum.

In the event of extension of lease after five years: $3\frac{3}{4}$ per cent. per annum.

In the event of the option of conditional purchase being exercised, the purchase price becomes payable in 65 equal yearly instalments, which include capital and interest, the latter being calculated at the rate of $3\frac{3}{4}$ per cent.

The rent paid during the lease period is not deducted from the purchase price if the option to purchase is exercised.

Spesiale opmerkings: Sommige van bogemelde verbeterings is deur die tydelike huurder aangebring en indien onderhandelings vir die oorname daarvan nie slaag nie, word die koopprys van die hoewe (insluitende rente en paalemente van die koopprys) verminder ooreenkomstig die bedrag waarteen die verbeterings gewaardeer is.

SPESIALE VOORWAARDES.

Onderstaande spesiale voorwaardes sal in die voorgestelde huurkontrakte en die daaropvolgende Kroongrondbriewe opgeneem word ten opsigte van Hoewes Nos. 9 en 10 waarby:—

1. (a) Aan die Goewerment die reg verleen word om teen betaling van skadevergoeding die hoewe of enige gedeelte daarvan vir Goewerments- of publieke doeleindes of vir 'n uitspanning terug te neem.

(b) Bepaal word dat bestaande paaie en deurgange op die stuk grond vry en onbelemmerd moet bly, of hulle op die kaart aangetoon word al dan nie, en die huurder van die hoewe verplig word om aan enige aangrensende of naburige eienaar, 'n pad of noodweg te gee na of van die grond van so'n aangrensende of naburige eienaar.

(c) Die ontginning van minerale beheer word.

2. Onderstaande spesiale voorwaarde sal in die voorgestelde huurkontrak en daaropvolgende Kroongrondbrief ten opsigte van Hoewe No. 10 opgeneem word:—

Hierby word vir en ten bate van die reisende publiek die reg voorbehou om oor die hierby verhuurde/verkoopte grond te gaan en om hul vee te laat wei aan weerskante van die pad of paaie oor die grond soos aangedui op die kaart(e) wat met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys word vir die doel van trekpaaie; sodanige trekpaaie mag nie breër as 200 tree aan weerskante van die pad of paaie wees nie; met dien verstande dat waar geen paaie of, volgens die mening van die Administrateur, onvoldoende paaie op die kaart(e) aangedui word, die reisende publiek egter die reg het om oor die grond te gaan en hulle vee te laat wei langs die roetes of bane wat met die goedkeuring van die Administrateur, deur die Afdelingsraad vir die doel van trekpaaie aangedui mag word; sodanige roetes of bane mag egter nie breër as 400 tree wees nie.

ALGEMENE VOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal voorwaardes bevat in verband met bewoning, verbeterings, omheining, minerale, uitspannings, paaie, spoorlyne en ander voorwaardes wat gewoonlik gestel word in die landbou-huurkontrakte uitgereik kragtens die Kroongrond Nederzetting Wet, 1912, en Wysigingswette.

Die huurgeld wat jaarliks vooruitbetaal moet word, word bereken op die koopprys volgens onderstaande persentasie-basis:—

Huurgeld:

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $3\frac{3}{4}$ persent per jaar. In geval van verlenging van huurkontrak tot vyf jaar: $3\frac{3}{4}$ persent per jaar.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paalemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van $3\frac{3}{4}$ persent.

Die huur gedurende die huurtermyn betaal, word nie van die koopprys afgetrek as die opsie van aankoop uitgeoefen word nie.

Occupation.—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings allotted within a certain period from the date of allotment and thereafter for a particular period during every calendar year as follows:—

Holdings Nos. 1, 2, 3, 4, 7, 8, 9 and 10 to be occupied within three months and for at least ten months in every calendar year while all the other holdings herewith advertised are to be occupied within three months and for at least nine months in every calendar year.

Ploughing and Grazing.—The leases to be issued will contain a condition to the effect that the Minister of Lands reserves the right to limit the total area which may be ploughed, planted, cultivated or sown on the holdings and to control grazing thereon.

Boreholes.—A clause will be inserted in the leases to be issued giving the Government access to and the right to take water from boreholes which may be on the holdings, or which may be sunk after allotment with Government assistance, for drilling purposes on other Crown land, during a period of five years from the date of the lease or date of completion of the borehole, as the case may be.

It will be a condition of lease that the successful applicant for any of the above holdings on which boreholes exist or may be sunk after allotment will be held responsible for the proper care and maintenance of the borehole or boreholes on his holding, and shall be liable for any damage caused thereto. He must, therefore, on no account raise water without proper pumping machinery.

Some boreholes are equipped with hand-pumps or other pumping plants. In cases where no pumping plants have been erected inquiries as to the most suitable machinery to be utilized in connection with such boreholes should be made to the Director of Irrigation, Pretoria, by the successful applicants before proceeding to erect pumping machinery.

Surveys.—Should it at any time be found necessary to resurvey a holding or take out a certificate of amendments title, owing to errors in the existing survey, all costs incidental to such survey or certificate of amendment title must be borne by the lessee. Should it be found that the holding is of greater extent than that stated in this notice 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 this notice, 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.

GENERAL REMARKS.

Issue of Crown Grants.—If not less than ten years have expired since the date of commencement of a lease and the lessee has complied in all respects with such provisions of the Land Settlement Act, 1912, and amending Acts, as are applicable to him, and with the terms and conditions of the lease, he shall be entitled to a Crown Grant.

A Crown Grant of a holding may, in special circumstances, with the approval of the Governor-General, be issued before the expiry of a period of ten years from the date of commencement of a lease.

Fencing.—In the event of the Government being required, in terms of the Fencing Act, 1912 (Act No. 17 of 1912), or any amendment thereof, to contribute towards the cost of fencing the boundaries, or any part thereof, of any of the holdings advertised in this notice, or to accept liability for the payment of such contribution prior to the registration of the lease, the successful applicant shall, on allotment being made to him, assume lia-

Inbesitneming.—Die huurkontrakte wat uitgereik sal word, sal bepalings bevat dat die huurders die hoewes wat aan hulle toegeken word, persoonlik en op nuttige wyse moet bewoon binne 'n sekere termyn na die datum van toekenning en daarna vir 'n bepaalde termyn elke kalenderjaar soos hieronder aangegee:—

Hoewes Nos. 1, 2, 3, 4, 7, 8, 9 en 10 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word terwyl al die ander hoewes wat hierby geadverteer word binne drie maande en vir minstens nege maande in elke kalenderjaar bewoon moet word.

Ploëry en weiding.—Die huurkontrakte wat uitgereik sal word, sal 'n voorwaarde bevat dat die Minister van Lande hom die reg voorbehou om die totale oppervlakte wat op die hoewes geploeg, beplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

Boorgate.—Die huurkontrakte wat uitgereik sal word, sal 'n klousule bevat wat die Goewerment die reg van toegang verleen tot, en die reg om water te neem uit, boorgate wat reeds op die hoewes is, of na toekenning met Staatshulp geboor word, vir boordoelendes op ander Kroongrond gedurende 'n termyn van vyf jaar na die datum van die huurkontrak of die datum van voltooiing van die boorgat, na gelang van die geval.

'n Voorwaarde van die huurkontrak sal wees dat die suksesvolle applikant vir enigen van bogenoemde hoewes waarop boorgate bestaan of na toekenning geboor sal word, verantwoordelik gehou sal word vir die behoorlike sorg vir en onderhoud van die boorgat of boorgate op sy hoewe en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandigheid sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle toegerus. In gevalle waar geen pomp-toestelle opgerig is nie behoort die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Besproeiing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikste is vir gebruik in verband met die boorgate.

Opmetings.—Indien dit ooit nodig word om die hoewe opnuut op te meet of 'n sertifikaat van gewysigde titel uit te neem weens foute in die besaande opmeting, moet alle koste van so 'n opmeting of sertifikaat deur die huurder gedra word. Indien dit blyk dat die hoewe groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk daarenteen dat die grond kleiner is as in hierdie kennisgewing vermeld, moet die huurder dit aanneem sonder vermindering van die koopprys en in so 'n geval het hy, ten opsigte daarvan, geen eis teen die Regering nie.

ALGEMENE OPMERKINGS.

Uitreiking van Kroongrondbriewe.—Indien minstens tien jaar na die datum van die aanvang van 'n huurkontrak verstryk het en die huurder in alle opsigte voldoen het aan die bepalings van die Kroongrond Nederzetting Wet, 1912, en wysigingswette wat op hom van toepassing is insluitende voorwaardes van die huurkontrak, is hy geregtig op 'n kroongrondbrief.

'n Kroongrondbrief van 'n hoewe kan onder spesiale omstandighede met toestemming van die Goewerneur-generaal uitgereik word voor die verstryking van 'n termyn van tien jaar na die datum van die aanvang van 'n huurkontrak.

Omheinings.—Ingeval die Goewerment, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of enige wysiging daarvan, tot bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enigen van die hoewes in hierdie kennisgewing geadverteer moet bydra of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n hoewe aan hom aanspreeklikheid vir die

bility for the payment of such contribution. The amount of such contribution shall be paid by him to the Government in cash, or at his option may be added to the purchase price of the holding, in which case the rental payments on the purchase price shall be increased accordingly. The successful applicants for any of the holdings on which the boundaries or part thereof are fenced shall accept liability under the Fencing Act, 1912, or any amendment thereof, for any amounts which may be claimed by adjoining owners in terms of the said Act.

Miscellaneous.—In the case of accidents to persons or cattle consequent on the existence of shafts, tunnels, and other conditions arising out of prospecting and mining operations undertaken prior to the date of the commencement of the lease, the lessee shall not be entitled to compensation from the Government or the prospector or claimholder.

All rights to minerals, mineral products, mineral oils, metals and precious stones are reserved to the Crown unless otherwise stated in this notice.

The Department has made every effort to render as accurate as possible the information given in this notice, but does not hold itself responsible for any inaccuracies which may be contained in this notice.

Applicants are recommended to inspect the holdings personally before formally applying therefor. In considering applications for holdings, Land Boards decline, as a rule, to recommend allotments to applicants who have failed to inspect personally or to have had inspected on their behalf the holdings applied for. No railway or transport concessions are given by the Government in connection with the inspection of holdings.

Occupation can be granted immediately upon allotment, unless other provision be made in the letter of allotment.

betaling van sodanige bydrae aanvaar. Die bedrag van die bydrae moet deur hom in kontant aan die Goewerment betaal word, of kan, as hy dit verkies, by die koopprys van die hoewe gevoeg word, en in so'n geval word die bedrag van die huur op die koopprys dienoreenkomsig verhoog. Die suksesvolle applikante om enigeen van die hoewes wat heeltemal of gedeeltelik omhein is, moet ooreenkomsig die Omheiningswet, 1912, of enige wysiging daarvan, aanspreeklikheid aanvaar vir enige bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

Algemeen.—In geval van ongelukke aan persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnels en ander omstandighede geskep deur prospekter- en mynwerkzaamhede onderneem voor die datum van die aanvang van die huurkontrak is die huurder nie geregtig op vergoeding van die kant van die Goewerment of die prospekterder of die kleimhouer nie.

Die Goewerment behou alle regte op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes tensy anders vermeld in hierdie kennisgewing.

Die Departement het alle pogings aangewend om die inligting in hierdie kennisgewing vervat, so juis moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.

Applikante word aangeraai om die hoewes persoonlik te besigtig alvorens aansoek daarom te doen. Landrade is, by die oorweging van aansoeke om hoewes, in die reël nie geneig om aan te beveel dat toekennings gedoen word aan applikante wat versuim het om die hoewes waarom hulle aansoek gedoen het, persoonlik te besigtig of deur iemand anders namens hulle te laat besigtig nie. Die Goewerment staan geen spoorweg-, of ander vervoerkoncessies in verband met die besigtiging van hoewes toe nie.

Inbesitneming kan onmiddelik na toekenning toegestaan word tensy in die toekenningsbrief anders bepaal word.



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