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10 APRIL 1953.
10 APRIL

PRYS 6d.

[No. 5051.]

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 linker-bohoek met 'n * gemerk.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LANDS.

* No. 751.]

[10 April 1953.]

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 21st May, 1953, 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 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.

GOEWERMENTSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 751.]

[10 April 1953.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 21 Mei 1953 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 die hoewes wat in hierdie kennisgewing te huur aangebied word, te enige 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.	HOLDINGS FOR DISPOSAL.	HOEWES BESIKBAAR	Area.	Yearly Rental.
Hoewe No.	Name and Number.	Naam en nommer.	Grootte.	Jaarlikse huur.
1	Portion 7 called Grootdraai of the farm TENBOSCH No. 234	Gedeelte 7 genoem Grootdraai van die plaas TENBOSCH No. 234	Morgen. Morg. 500-0000	£ s. d. 37 10 0
2	Portion 8 called Verdwaal of the farm TENBOSCH No. 234	Gedeelte 8 genoem Verdwaal van die plaas TENBOSCH No. 234	541-6382	40 12 6
3	Portion 9 called Seekoeigat of the farm TENBOSCH No. 234	Gedeelte 9 genoem Seekoeigat van die plaas TENBOSCH No. 234	1,007-0736	62 19 0
4	Portion 10 called Buffeldraai of the farm TENBOSCH No. 234	Gedeelte 10 genoem Buffeldraai van die plaas TENBOSCH No. 234	1,004-2952	62 15 6
5	Portion 11 called M'Kayabult of the farm TENBOSCH No. 234	Gedeelte 11 genoem M'Kayabult van die plaas TENBOSCH No. 234	1,072-5338	67 0 6
6	Portion 12 called Bergrust of the farm TENBOSCH No. 234	Gedeelte 12 genoem Bergrust van die plaas TENBOSCH No. 234	1,026-9133	64 3 6
7	Portion 13 called Ouniek of the farm TENBOSCH No. 234	Gedeelte 13 genoem Ouniek van die plaas TENBOSCH No. 234	1,048-0134	65 10 0
8	Portion 14 called Maroela of the farm TENBOSCH No. 234	Gedeelte 14 genoem Maroela van die plaas TENBOSCH No. 234	1,006-0777	62 17 6
9	Portion 15 called Sonderwater of the farm TENBOSCH No. 234	Gedeelte 15 genoem Sonderwater van die plaas TENBOSCH No. 234	1,172-3173	58 12 6
10	Portion 16 called Rooibosrand of the farm TENBOSCH No. 234	Gedeelte 16 genoem Rooibosrand van die plaas TENBOSCH No. 234	1,160-4783	58 0 6

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Holding No. <i>Hoewe No.</i>	HOLDINGS FOR DISPOSAL. Name and Number.	HOEWES BESKIKBAAR <i>Naam en nommer</i>	Area. <i>Grootte</i>	Yearly Rental. <i>Jaarlikse huur</i>
11	Portion 17 called Martiens of the farm TENBOSCH No. 234	Gedeelte 17 genoem Martiens van die plaas TENBOSCH No. 234	Morgen. Morg. 1,000·4950	£ s. d. 62 10 6
12	Portion 18 called Albert of the farm TENBOSCH No. 234	Gedeelte 18 genoem Albert van die plaas TENBOSCH No. 234	851·2604	53 4 0
13	Portion 19 called Steyn of the farm TENBOSCH No. 234	Gedeelte 19 genoem Steyn van die plaas TENBOSCH No. 234	806·2070	50 8 0
14	Portion 20 called Whisky of the farm TENBOSCH No. 234	Gedeelte 20 genoem Whisky van die plaas TENBOSCH No. 234	800·4918	50 0 6
15	Portion 21 called Elsjan of the farm TENBOSCH No. 234	Gedeelte 21 genoem Elsjan van die plaas TENBOSCH No. 234	1,009·1035	63 1 6
16	Portion 22 called Die Brug of the farm TENBOSCH No. 234	Gedeelte 22 genoem Die Brug van die plaas TENBOSCH No. 234	554·8236	41 12 0
17	Portion 23 called Roosmaryn of the farm TENBOSCH No. 234	Gedeelte 23 genoem Roosmaryn van die plaas TENBOSCH No. 234	1,004·0778	62 15 0
18	Portion 24 called Elmboog of the farm TENBOSCH No. 234	Gedeelte 24 genoem Elmboog van die plaas TENBOSCH No. 234	1,007·0841	50 7 0
19	Portion 25 called Pan of the farm TENBOSCH No. 234	Gedeelte 25 genoem Pan van die plaas TENBOSCH No. 234	1,023·8047	51 4 0
20	Portion 26 called Vyeboom of the farm TENBOSCH No. 234	Gedeelte 26 genoem Vyeboom van die plaas TENBOSCH No. 234	1,035·1569	51 15 0
21	Portion 27 called Schalk of the farm TENBOSCH No. 234	Gedeelte 27 genoem Schalk van die plaas TENBOSCH No. 234	1,037·2865	51 17 6
22	Portion 28 called M'Wetidraai of the farm TENBOSCH No. 234	Gedeelte 28 genoem M'Wetidraai van die plaas TENBOSCH No. 234	1,015·7674	50 16 0
23	Portion 29 called Mutoma of the farm TENBOSCH No. 234	Gedeelte 29 genoem Mutoma van die plaas TENBOSCH No. 234	1,064·1571	53 4 0
24	Portion 30 called Koorsboom of the farm TENBOSCH No. 234	Gedeelte 30 genoem Koorsboom van die plaas TENBOSCH No. 234	1,006·2493	50 6 0
25	Portion 31 called Driehoek of the farm TENBOSCH No. 234	Gedeelte 31 genoem Driehoek van die plaas TENBOSCH No. 234	1,117·9033	55 18 0
26	Portion 32 called Umkomaas of the farm TENBOSCH No. 234	Gedeelte 32 genoem Umkomaas van die plaas TENBOSCH No. 234	1,055·3831	65 19 0
27	Portion 33 called Turfbult of the farm TENBOSCH No. 234	Gedeelte 33 genoem Turfbult van die plaas TENBOSCH No. 234	1,009·2378	63 1 6
28	Portion 34 called Rooigras of the farm TENBOSCH No. 234	Gedeelte 34 genoem Rooigras van die plaas TENBOSCH No. 234	1,098·1317	54 18 0
29	The remaining extent of portion 2 called Vlake of the farm TENBOSCH No. 234	Die resterende gedeelte van gedeelte 2 genoem Vlake van die plaas TENBOSCH No. 234	1,058·9459	52 19 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.

The Railway Halt Tenbosch is situate approximately in the centre of the farm Tenbosch No. 234, whilst Hector-spruit Railway Station is situate 4 miles from the western boundary of the farm and Komatipoort Township and Railway Station 4 miles from the eastern boundary.

Improvements: Nil, except 2 dipping tanks which are situate on Holdings Nos. 15 and 20, respectively.

General: Suitable for cattle and on the holdings where irrigation can be applied rice, vegetables and tropical fruit can also be grown.

Grazing: Consists of sweet grass veld with indigenous trees and bush.

Carrying capacity: 6 to 7 morgen per head of large stock.

Average rainfall: 24 inches per annum. Situate in Malaria Area.

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.

Die spoorweghalte Tenbosch is ongeveer in die middel van die plaas Tenbosch No. 234 geleë, terwyl die spoorwegstasie Hectorspruit 4 myl van die westelike grenslyn en die dorp en spoorwegstasie Komatipoort 4 myl van die oostelike grenslyn van die plaas geleë is.

Verbeterings: Geen, behalwe 2 dipbakke wat onderskeidelik op Hoewes Nos. 15 en 20 geleë is.

Algemeen: Geskik vir beeste en op die hoewes waar besproeiing toegepas kan word, sal ook rys, groente en tropiese vrugte gekweek kan word.

Weiding: Bestaan uit soetgrasveld met inheemse bome en bosse.

Drakrag: 6 tot 7 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar. Geleë in Malariastreek.

Water supply: Holdings Nos. 1 to 8 and 11 to 17 are riparian to the Crocodile River and Holdings Nos. 26 and 27 to the Komati River. The M'Weti spruit traverses Holdings Nos. 21 to 29. Holdings Nos. 9, 10, 18, 19 and 20 have no water supply.

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 terms 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.

Watervoorraad: Hoewes Nos. 1 tot 8 en 11 tot 17 grens aan die Krokodilrivier en Hoewes Nos. 26 en 27 aan die Komatirivier. Die M'Wetispruit loop oor Hoewes Nos. 21 tot 29. Hoewes Nos. 9, 10, 18, 19 en 20 het geen water nie.

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 bereken te wees as hulle aan hom op die hoewes geadresseer en per geregiſtreerde pos versend is, en vir doeleindes van regsvoordringing of enige geskille wat uit die huurkontrak voortspruit of daarmee in verband staan, kies die huurder sy *domicilium et executandi* op die hoewes 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 vrugbaarheid 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 verstande 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, seeder of verhipoteker nie en geen naturelle, kleurlinge of Asiats, 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 sodanige 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 gesaai 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 wat op die hoewe mag wees vir brandstof of huishoudelike 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 as 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 aangewys mag word, gereeld en op die dag waarop dit verskuldig is, as huurgeld ooreenkomstig hierdie huurkontrak 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 conditions 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.

The lessee of any holding is compelled to grant to any adjacent or neighbouring lessee a way or road of necessity to or from the land of such adjacent or neighbouring lessee, in a suitable direction to the nearest public road, provided that it is deemed necessary by the Minister of Lands.

8. Subject to a reservation of mineral and ancillary rights in favour of a third party as more fully set out in Certificate of Mineral Rights No. 29/1943 RM, dated 22nd January, 1943.

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 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.

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

Servitude.—Specially subject to the obligation to grant a way of necessity or road over the remaining extent of Portion No. 2 of the farm Tenbosch No. 234, whereof these holdings form portions, for the benefit of the lessees or owners of the sites known as Bridge Store and Tenbosch Store, to the nearest public road.

GENERAL REMARKS,

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.

The diagrams of the holdings have not yet been approved of. In the event of a change in the area of one or more of the holdings, the rentals will be amended accordingly.

5. Die huurder is nie geregtig tot vergoeding van die Regering of van 'n prospekterder of kleinhouer in geval van ongelukke aan persone of diere, as gevolg van die bestaan van skagte, tonnens 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 aan die ander kant 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 paaie met 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.

Die huurder van enige hoewe is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van die aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

8. Onderworpe aan 'n voorbehoud van mineraal- en ondergeskikte regte ten gunste van 'n derde party soos volledig uiteengesit in Sertifikaat van Regte op Minerale No. 29/1943 RM, gedateer 22 Januarie 1943.

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 die 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 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 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.

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

Serwituut.—Spesiaal onderworpe aan die verpligting om 'n noodweg of pad oor die resterende gedeelte van Gedeelte No. 2 van die plaas Tenbosch No. 234, waarvan hierdie hoewes gedeeltes uitmaak, na die naaste publieke pad vir die voordeel van die huurders of eienaars van die standplase bekend as „Bridge Store” en „Tenbosch Store” te verleen.

ALGEMENE OPMERKINGS.

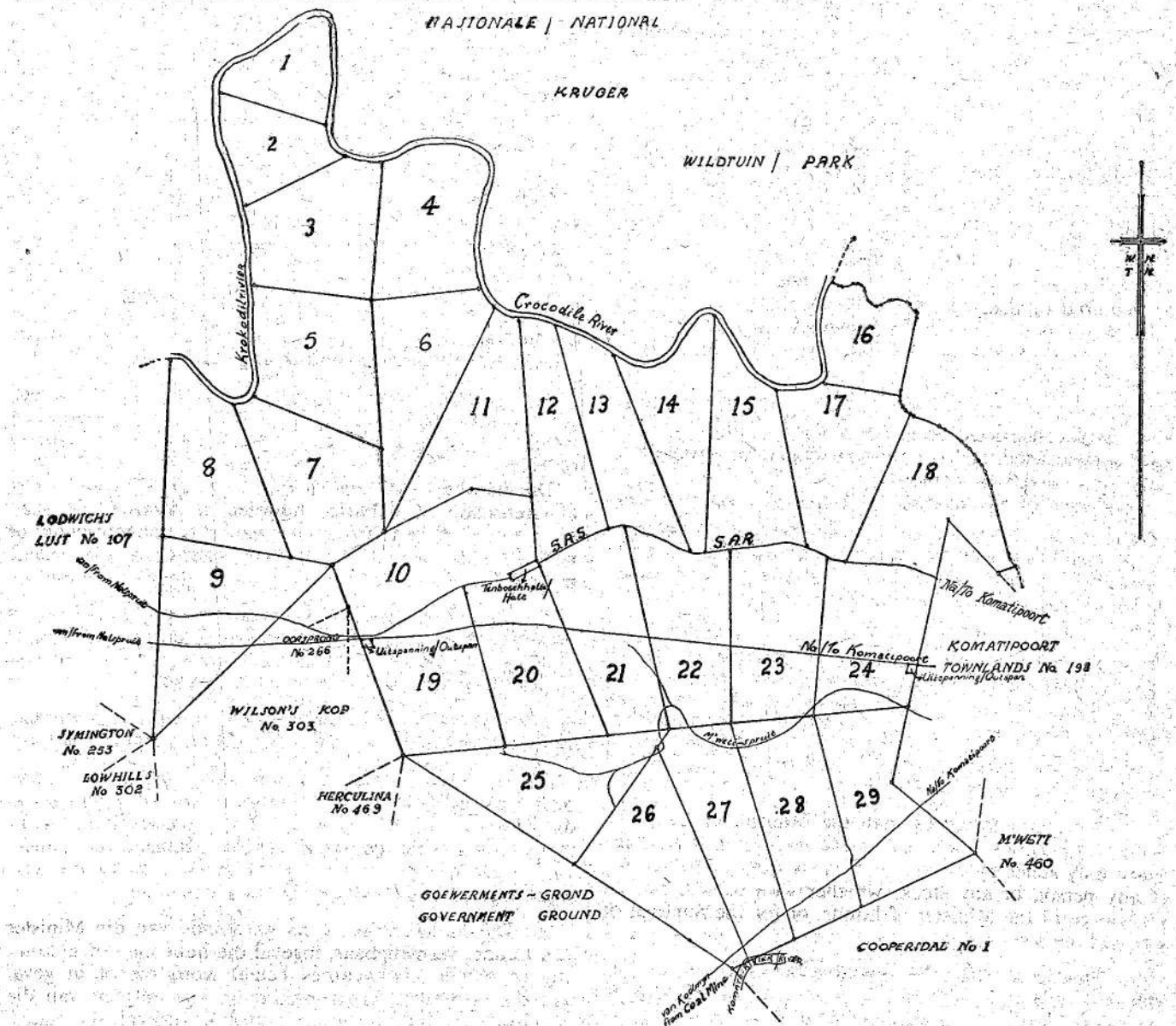
Die Departement het alle pogings aangewend om die inligting in hierdie kennisgewing vervat, so juis moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.

Die kaarte van hierdie hoewes is nog nie goedgekeur nie. Ingeval daar 'n verandering mag wees in die grootte van een of meer van die hoewes, sal die huurgelde dien-ooreenkomstig gewysig word.

NASIONALE / NATIONAL

KRUGER

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Statutes of the Union of South Africa, 1951

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