

BECHUANALAND PROTECTORATE.

No. 21 of 1929.

[Promulgated 12th July, 1929.]

PROCLAMATION

By His Excellency the High Commissioner

Entitled the Land and Agricultural Loan Fund (Bechuanaland Protectorate) Proclamation, 1929.

Whereas it is expedient to assist farmers and other inhabitants of the Bechuanaland Protectorate (hereinafter referred to as "the territory") by granting them loans for the improvement of their land or for the purchase of other land or for improvement of their stock, or the purchase of stock or plant.

And whereas it is expedient for the purpose above mentioned to amend in certain respects the law regulating the registration of deeds:

Now therefore under and by virtue of the power and jurisdiction in me vested I do hereby declare, proclaim and make known as follows:—

I. In this Proclamation, unless inconsistent with the context—

"Administration" shall mean the Bechuanaland Protectorate Administration, and where any document is required to be issued by the Administration such document shall be signed by the Government Secretary.

"Advance" shall include the term "loan" and shall mean money advanced to an owner under this Proclamation.

"Board" shall mean the board appointed under section two of this Proclamation.

"Dipping tank" shall mean a tank used for the immersion of cattle, sheep or goats to medicate them against vermin and ticks or to cleanse the wool before shearing, and shall include any structure erected for or incidental to the dipping, spraying or disinfecting of stock.

"Farmer" shall mean a person or company who devotes his or its attention to farming in Bechuanaland Protectorate either exclusively or together with some profession, business or other occupation.

"Fence" shall mean a stock fence erected or to be erected according to the directions of the Resident Commissioner.

"Government Secretary" shall mean the Government Secretary of Bechuanaland Protectorate or a person appointed to act in that capacity.

"Holding" shall mean an area of land (not being an erf or stand) held by a farmer under deed of grant, deed of transfer or cession, or other certificate of ownership or occupation.

"Mortgagor" shall include any person or company to whom an advance has been made under this Proclamation and his or its legal representative.

"Owner" shall mean a farmer registered in the Deeds Office as the owner of a holding.

"Registrar of Deeds" shall include any officer charged by law or custom with the duty of registering title to a holding.

"Resident Commissioner" shall mean the Resident Commissioner of the Bechuanaland Protectorate or a person appointed to act in that capacity, or an officer specially deputed by him for the purpose of carrying out any of the provisions of this Proclamation.

"Secretary of State" shall mean His Majesty's Secretary of State for Dominion Affairs.

2. (1) Subject to such directions and instructions as may be from time to time issued by the High Commissioner the carrying out of the provisions of this Proclamation shall be controlled by the Resident Commissioner in consultation with a board of persons to be appointed by the High Commissioner.

(2) The High Commissioner shall appoint a board of persons consisting of not less than three or more than five members to advise the Resident Commissioner in the carrying out of this Proclamation. The members shall hold office at the pleasure of the High Commissioner.

3. (1) Advances under this Proclamation shall be made out of such moneys as may be placed at the disposal of the Resident Commissioner by the High Commissioner for that purpose.

(2) Any such sum or portion of such sum that has not been advanced at the end of the financial year in respect of which it was placed at the disposal of the Resident Commissioner shall revert to the Treasury.

(3) All moneys received in respect of repayment of advances or payment of interest shall be paid into the Treasury.

4. As from the date of the commencement of this Proclamation all rights and remedies in relation to the recovery of any loan granted or advance made by the Administration for the erection or construction or repair of any fence or dipping tank, or for water boring, or in relation to interest on or other charges in respect of any such loan or advance, shall so far as the same exist at the said date, be dealt with as in respect of a loan or advance made under this Proclamation, subject to all the terms and conditions upon which the loan or advance was made.

5. Notwithstanding anything to the contrary contained in any law or regulation, any mortgage or document of pledge or other security under this Proclamation and any transfer of property sold by the Resident Commissioner by virtue of the provisions of this Proclamation may be prepared and executed by an officer of the Administration specially appointed by the Resident Commissioner for the purpose, and such officer may with respect to such mortgage, document, security or transfer perform the functions of a conveyancer even though he may not be admitted as such, and all such mortgages, documents, securities and transfers shall, if registrable, be accepted for registration in the deeds office or other registration office of the Territory.

6. Notwithstanding anything to the contrary in any law, no certificate, document or instrument issued by the Resident Commissioner or board in giving effect to the powers conferred upon them shall be subject to stamp duty, fee or any charge whatsoever, other than the costs and fees provided in the Fourth Schedule hereof, nor shall the Resident Commissioner or board be liable for the payment of any search or inspection fee in any master's office or deeds registry or other registration office.

7. Subject to the provisions of section *five* all deeds, instruments, contracts and other documents shall be deemed to be duly executed by or on behalf of the Resident Commissioner if signed by the Government Secretary.

8. (1) No member of the board shall at any meeting take part in the discussion of, or vote upon—

- (a) any application for an advance under this Proclamation by any person who is related to that member within the third degree of affinity or consanguinity; or
- (b) any such application by any person who is a debtor or creditor of that member or in partnership with or in the employ of that member; or
- (c) any such application by any person who is a debtor under a mortgage bond of any body of persons, whether incorporated or not, of which that member is a director or under which he holds any office or position other than that of auditor.

(2) Any person who contravenes any provision of this section shall be liable on conviction to a fine not exceeding two hundred pounds or, in default of payment, to imprisonment with or without hard labour for a period not exceeding three months, and the court before which he is convicted may order that he shall vacate his seat, and his seat shall thereupon become vacant.

9. Subject to the provisions in this Proclamation specifically prescribed, the business of the board shall be to inquire into all applications made by farmers under this Proclamation and to recommend to the Resident Commissioner the advance or otherwise to them of money on mortgage of land within the territory or other security as herein provided; and generally to do such acts as the board may by this Proclamation or by instructions of the High Commissioner or Resident Commissioner issued hereunder be authorized to do.

10. (1) Subject to such directions and instructions as may be issued by the High Commissioner under section *three* hereof advances may be made by the Resident Commissioner for all or any of the following purposes, namely—

- (a) improvements, in which terms shall be included farm buildings, fences, tanks and other structures for the dipping or spraying of stock, silos, the clearing of land for cultivation, the blocking of sluits, dongas and watercourses to prevent denudation of soil, and the planting of trees, orchards, or perennial crops;
- (b) the purchase of stock or plant of all kinds and of agricultural requirements generally;
- (c) the discharge of existing liabilities on land or, in special circumstances, any other existing liabilities;
- (d) the payment of costs, incidental to the sub-division of land held in undivided shares;
- (e) to provide a supply of water by boring or otherwise and to purchase or erect windmills or other mechanical contrivance for the pumping of water; or to provide for the storing of water or for irrigation;
- (f) for the purchase of land situated in the territory adjoining land owned or occupied by him.

(2) The Resident Commissioner may in his discretion make advances to farmers for the purchase of pure-bred stock subject to the conditions contained in the Fifth Schedule and, where an agreement is entered into by the farmer in terms of that Schedule, without further security.

11. Save as in this Proclamation is specially provided, no advance shall be made except upon first mortgage of land within the territory.

12. (1) If an owner apply for a loan exceeding two hundred and fifty pounds, the security offered therefor shall be a mortgage of immovable property, and the Resident Commissioner shall not accept such security unless—

- (a) the amount of the loan applied for, together with any amount for which the property is already hypothecated, be less than three-fourths of the latest valuation of the property: every such valuation shall be made at the cost of the applicant;
- (b) the amount of the loan applied for, together with any amount for which the land is already hypothecated, be less than two-thirds of the valuation under paragraph (a) of this sub-section together with the amount of an estimate of the sum by which the value of the property will be enhanced by the proposed work, and such estimate be furnished to the Resident Commissioner at the expense of the applicant in such manner as the Resident Commissioner may direct.

(2) Where the amount of the advance does not exceed the sum of two hundred and fifty pounds it shall be in the discretion of the Resident Commissioner to dispense with the mortgage of land as provided in section *eleven*, in which

event the Resident Commissioner shall, subject to the next succeeding sub-section, forthwith upon completion of the advance transmit in writing to the Registrar of Deeds information stating—

- (a) the date and amount of the advance and, where the advance is made in respect of more than one holding, the amount which each owner is liable to pay;
- (b) the person or persons to whom the advance has been made;
- (c) the holding or holdings in respect of which the advance is made;

and upon receipt of the information so furnished the Registrar of Deeds shall cause a note thereof to be made in his registers in respect of the holding or holdings and shall transmit forthwith to the Government Secretary a certified copy of such note.

- (i) The making of such note shall have the effect of creating in favour of the Administration a charge upon the holding until the amount of the advance and all interest due thereon have been paid.
- (ii) The Registrar of Deeds shall delete from the register any such note as soon as he has received from the Administration written information that the amount and interest aforesaid have been paid.
- (iii) No transfer of a holding in respect of which any such note has been made and has not been deleted shall be passed before the Registrar of Deeds until a receipt or certificate issued by the Administration shall be produced to him authorizing such transfer.

(3) Where the amount of the advance does not exceed two hundred and fifty pounds, the security offered may consist of two sureties for the full amount of the loan together with interest; provided that the Resident Commissioner shall not accept any such sureties as security unless—

- (a) the amount of the loan, together with any amount for which the land belonging to the applicant is already hypothecated, be less than three-fourths of a valuation of the property obtained in such manner as the Resident Commissioner may direct;
- (b) the sureties are owners of immovable property in the territory and are persons of standing whose circumstances justify their acting as sureties.

Provided that the Resident Commissioner may, if he think fit, require as security for a loan not exceeding two hundred and fifty pounds such a mortgage as is described in section eleven.

13. (1) No advance shall be made to any person except upon his written application in prescribed form; and until the bond or any other security which is proposed to be given to secure the advance has been registered as by law required or otherwise completed.

(2) Every application for an advance shall state the purpose for which the advance is required, and shall contain such information as the Resident Commissioner may require.

(3) No advance shall be made for a sum less than fifty pounds except in special cases, and no advance shall be made to any one farmer of a sum greater than seven hundred and fifty pounds, or for sums which in the aggregate exceed seven hundred and fifty pounds, except for the purpose of executing large agricultural works or improvements specially authorized by the High Commissioner.

14. (1) No advance shall be made upon the security of any unsurveyed land other than an undivided share of a holding registered in the Deeds Office as such, or of any piece of land less than one morgen in extent provided that any unsurveyed land or any piece of land less than one morgen in extent may be accepted as collateral security, if it does not constitute the main part of the security.

(2) No advance on the sole security of land shall be made for an amount exceeding sixty per cent. of the fair agricultural or pastoral value of the land, together with the value of the improvements to be effected as determined by the board and no advance shall be made on the security of any land not permanently occupied and beneficially cultivated or worked, unless the Resident Commissioner be satisfied that the land is used exclusively for grazing stock.

(3) No advance upon the security of Crown land, the purchase price whereof is partly paid, shall exceed fifty per cent. of the amount already paid as part of the purchase price, but an additional amount up to fifty per cent. may be advanced on the value of improvements made since the agreement of purchase, and such value shall be determined by the Resident Commissioner.

(4) No advance shall be made upon the security of land held under lease from the Crown unless the lease be duly registered in a deeds office, nor unless all covenants and conditions on the part of the lessee contained or implied in the lease have been, at the date of the application, complied with. No advance referred to in this sub-section shall exceed fifty per cent. of the value of the lessee's interest in the lease and such value shall be determined by the Resident Commissioner.

(5) For the purposes of sub-sections (3) and (4) of this section it shall be in the discretion of the Resident Commissioner to take into account the value of permanent improvements or of such standing or recurring crops as will last beyond the period for which the advance was made.

(6) Where for the purpose of security the value of any buildings has been assessed in the total valuation accepted, the mortgagor shall prior to the granting of the loan and to the satisfaction of the Resident Commissioner insure such buildings against loss by fire in favour of the Administration and he shall maintain such insurance during the continuance of the mortgage. In the event of the mortgagor failing to maintain such insurance the Administration may do so, and any charges or costs connected therewith shall be a first charge against the mortgaged property as if such charges or costs formed part of the deed of mortgage.

15. An advance made by the Resident Commissioner under this Proclamation shall be repaid in equal half-yearly instalments (consisting of capital and interest, the rate of such interest being five and one-half per cent. per annum, or at such rate as the High Commissioner may from time to time determine provided that any alteration of the rate shall not affect loans already granted) within the period set out in the First Schedule to this Proclamation; provided that in no case shall the period exceed fifteen years; and provided further that during the first two years of the period of an advance interest only shall be payable.

16. (1) If any mortgagor at any time pays an amount in excess of the prescribed instalment, the Resident Commissioner may, on the date when the next instalment falls due, apply such amount in payment of the capital portion of one or more of the prescribed instalments which would otherwise thereafter fall due.

(2) No such excess payment nor its application as provided in sub-section (1) shall be deemed to exempt the mortgagor from paying his next prescribed unpaid instalment six months after the excess payment has been applied nor shall any such excess payment or application thereof as aforesaid alter the amount of any prescribed unpaid instalment unless the Resident Commissioner shall otherwise in special cases determine, in which event the half-yearly instalments shall be recalculated on the basis of the balance of capital owing by the debtor over the remainder of the period for which the advance was originally made.

(3) If any amount owing is paid off on a date, other than the due date for payment of any instalment or interest, the interest may be claimed in respect of such amount up to the date of such payment only.

17. (1) Every application made for an advance against the security of mortgage shall be transmitted to the Resident Magistrate of the district in which is situate the greater part of the security proposed for the advance.

(2) The Resident Magistrate receiving the application shall report as to the value of the said property, as to the character, ability, occupation, and general suitability of the applicant and as to the advisability of making the advance. The Resident Magistrate shall transmit the application and his report to the Government Secretary.

18. (1) The Resident Commissioner may make an advance in accordance with the provisions of this Proclamation to the owners of any block of holdings who desire to join in fencing the outside boundaries of such blocks; provided that all such owners are eligible for an advance under this Proclamation and make their applications therefor in a form prescribed by the board.

(2) If such an advance is made to those owners, each of the holdings comprising the block shall, in the absence of agreement, approved by the Resident Commissioner, between the owners as to their respective shares, be charged with a share of the advance proportionate to the extent of that holding and such share shall be dealt with for all purposes as an advance made to an owner under this Proclamation.

19. Whenever an advance has been made to an owner of a holding which is subject to a *fideicommissum* or to any restriction on alienation or hypothecation, the holding, on transfer to the fideicommissary or any other person, shall continue to be charged in respect of any amount of capital and interest still owing to the Administration under the advance, and the owner for the time being shall be liable for payment of all amounts due in respect of the advance in the same manner as if that advance had originally been made to him.

20. (1) Whenever an advance has been made and it has been noted by the Registrar of Deeds in the manner provided in this Proclamation, the amount of the advance (or as much as may be owing) shall attach to the holding in respect of which the advance is made and each successive owner shall be liable for the instalments, and interest, as they fall due under the advance during his ownership as if the advance had been made to him. Provided that no transfer of a holding in respect of which such a note has been made shall be passed before the Registrar of Deeds unless a certificate, signed by the Government Secretary is lodged with the said Registrar as proof—

- (a) that all instalments, and interest, then due to the Administration have been paid; and
- (b) of the amount still owing in respect of the advance.

(2) If it be desired to transfer a portion of a holding in respect of which an advance has been noted by the Registrar of Deeds in the manner aforementioned, or if it be desired to partition any such holding, the Resident Commissioner shall determine whether any and, if any, what proportion of the advance shall attach to each separate portion of the holding and each successive owner of each separate portion of the holding shall be liable for the instalments, and interest, as they fall due during his ownership in respect of the proportionate amount which attaches to such separate portion, as if the advance had been made to him: Provided that no such transfer of a portion of the holding or registration of such partition deeds of transfer shall be passed before the Registrar of Deeds unless a certificate signed by the Government Secretary is lodged with the said Registrar as proof—

- (a) that all instalments, and interest, then due to the Administration have been paid,
- (b) of the proportionate amount (if any) which shall attach to each separate portion of the holding.

(3) The certificate mentioned in sub-sections (1) and (2) of this section, shall when signed by the Government Secretary, be conclusive evidence of the liability, and the amount thereof, of any owner of a holding, or portion thereof, in respect of which an advance has been made.

21. As often as any advance has been approved and the applicant fails, within a period not exceeding three months after notification to him of the approval of the advance, to execute any documents necessary to complete the security and to lodge the same with the Government Secretary together with the title deeds of the property, if the same is to be hypothecated, the Resident Commissioner may withdraw his approval of the advance, and in that event no part of the fees paid in connection with the application shall be refunded.

22. (1) In every mortgage bond to secure an advance made under this Proclamation there shall be implied on the part of the mortgagor and in favour of the Administration the covenants and conditions set out in the Second Schedule to this Proclamation.

(2) All such covenants and conditions shall extend to and include the legal representatives of the mortgagor.

(3) The High Commissioner may from time to time, by notice in the *Gazette*, alter any such covenants and conditions, but no such alterations shall affect any mortgage then existing.

23. If—

- (a) at any time any sum of money, whether principal or interest, due in respect of any advance be unpaid; or
- (b) in the opinion of the Resident Commissioner, any such advance has not been applied for the purposes for which it was made or has not been carefully and economically expended; or
- (c) the debtor become insolvent, or be sentenced to imprisonment without the option of a fine, or assign his estate or the security for the advance be declared executable by order of a competent court or, the debtor being deceased his estate is about to be distributed under the provisions of section *ten* of Ordinance No. 6 of 1843 of the Cape of Good Hope as in force in the Bechuanaland Protectorate, or has been sequestrated as insolvent; or
- (d) there be a breach of any other condition of the advance; or
- (e) the advance be not applied within such time as the Resident Commissioner may consider reasonable to the purpose for which it was made,

the Resident Commissioner may—

- (i) refuse to pay any portion of the advance which has been approved, but not yet paid; and
- (ii) three months after demand by registered letter addressed to the address given in his application for the advance has been made for repayment of the advance, and after due notice to the mortgagees and without recourse to a court of law enter upon and take possession of and sell by public auction the whole or any part of the security for the advance upon such terms and conditions as appear under all the circumstances to be just; provided that in the circumstances mentioned in paragraph (c) in this section the Resident Commissioner may so enter upon and take possession of and sell the whole or any part of such security as soon after the debtor's estate has been finally sequestrated or assigned or the debtor has been sentenced or the property has been declared executable or the debtor's estate is being distributed under the provisions of section *ten* of Ordinance No. 6 of 1843 of the Cape of Good Hope as in force in the Bechuanaland Protectorate as the Resident Commissioner may deem expedient; and

(iii) transfer such land or other security to the purchaser and give a good and valid title thereto, notwithstanding that it may then be hypothecated or subject to a lien or charge in favour of some other person, and without production to the Registrar of Deeds of the title-deeds provided it is certified that the Resident Commissioner has been unable to obtain the same:

Provided that no such sale shall take place until the expiry of at least fourteen days from the date of a notice in the *Gazette* and in some newspapers circulating in the district, stating the date, hour, and place, and the terms and conditions of the sale.

24. Whenever acting under the special powers conferred upon him by this Proclamation or any other law the Resident Commissioner has, without recourse to a court of law, entered upon, taken possession of or sold immovable property, he may, in order to give possession of that property to the purchaser, give written directions to the sheriff of the Territory summarily to eject any person in occupation of that property, who, in the opinion of the Resident Commissioner is not entitled to occupy the same, and the sheriff is hereby authorized and empowered through any deputy-sheriff acting on his behalf to carry out such directions.

25. Notwithstanding anything to the contrary contained in the insolvency law as in force in the Territory a notification by the Resident Commissioner to the legal representative of an insolvent estate of his intention to realize any security shall, for the purposes of that law, be deemed to be a notification to the trustee of that estate.

26. When immovable property has been realized by the Resident Commissioner by virtue of special powers conferred upon him by this Proclamation, the surplus (if any) of the proceeds of such sale, after payment of all amounts owing to the Administration and any costs incurred shall be paid—

- (a) if the debtor is deceased, to the executor of his estate;
- (b) if the estate of the debtor is insolvent or assigned, to the trustee or assignee, as the case may be;
- (c) if the property so realized has, prior to such realization, been declared executable, to the sheriff;
- (d) in all other cases to the debtor, unless the property is subject to a bond other than that of the Administration, in which case payment shall be made to the legal holder of such bond against evidence of the amount owing thereunder. No such payment shall, however, be made until at least seven days' notice thereof has been given to the debtor by registered letter posted to his last-known place of address, and, in the event of the debtor objecting to the amount being so paid the surplus shall be transmitted to the sheriff for payment to the person entitled thereto.

27. For the purpose of ascertaining whether an advance has been or is properly applied, the Resident Commissioner may by means of any persons deputed by him institute such inspections as he may deem advisable and if he be of opinion that any building, fence, tank, structure or other improvement for which an advance has been made is in need of any repairs or has been neglected he may give written notice to the owner to execute any such repairs or to remedy such neglect within a period to be specified in the notice and, in default of compliance with the terms of the notice, the Resident Commissioner may proceed to execute such repairs and any costs connected therewith shall be a first charge against the property mortgaged or other security given as if such costs formed part of the deal of security, or may at the discretion of the Resident Commissioner be recovered by action in any competent court.

28. (1) Any person who, in respect of or in connection with any advance or application therefor, bribes or attempts to bribe, or corruptly influences or attempts corruptly to influence any member of the board or any official or other person appointed by the Resident Commissioner or board to carry out the provisions of this Proclamation, or an agent, inspector, or valuator shall be guilty of an offence and liable on conviction to a fine not exceeding five hundred pounds or imprisonment with hard labour for a period not exceeding five years, or to both such fine and imprisonment.

(2) Any person who—

- (a) having any pecuniary interests in any land offered as security for an advance, or
- (b) being a partner, creditor, or debtor of an applicant for an advance or being related to such an applicant within the third degree of affinity or consanguinity,

acts as a valuator in connection with the land offered as security for such advance, or sits at any meeting of the board and votes upon any resolution having reference to such land or advance, shall be liable to a penalty of not less than fifty pounds, and not exceeding two hundred pounds, which shall be recoverable by action in any competent court at the suit of the Resident Commissioner.

29. (1) Every applicant for an advance under this Proclamation shall pay in advance—

- (a) fees in accordance with the scale set out in the Third Schedule to this Proclamation; and
- (b) any reasonable expenses incurred by the Administration or any person appointed to value the property to be mortgaged.

In the event of the advance being refused, the applicant shall be entitled to a refund of fees paid by him under paragraph (a) hereof less an amount of ten shillings. In the event of a smaller amount being granted than is applied for and such smaller amount being accepted by the applicant, the application fees shall be calculated on the amount granted.

(2) The costs and fees of preparing, completing or discharging any mortgage, pledge, or other security shall be payable by the mortgagor or pledgor according to the scale set out in the Fourth Schedule to this Proclamation.

(3) The High Commissioner may from time to time, by notice in the *Gazette*, alter or add to any such scale of costs or fees.

30. This Proclamation may be cited for all purposes as the Land and Agricultural Loan Fund (Bechuanaland Protectorate) Proclamation 1929 and shall commence and come into operation from the date of publication in the *Gazette*.

GOD SAVE THE KING.

Given under my Hand and Seal at Durban this Twenty ninth day of June, One thousand Nine hundred and Twenty nine.

ATHLONE,
High Commissioner.

By Command of His Excellency the
the High Commissioner.

SHERLEY EALES,
for Imperial Secretary

FIRST SCHEDULE.

TABLE OF PERIODS WITHIN WHICH ADVANCES MUST BE REPAYED.

<i>Amount of Advance.</i>	<i>Period not exceeding years.</i>
£	3
50	4
100	5
150	6
200	7
250	8
300	9
350	10
400	11
450	12
500	13
550	14
600	15
650 and upwards	15

SECOND SCHEDULE.

COVENANTS to be implied in every mortgage bond on the part of the person executing the same, or his legal representative, as a mortgagor in favour of the Bechuanaland Protectorate Administration, its successors and assigns, as mortgagee.

(1) That the mortgagor will pay the principal sum mentioned in the mortgage bond, with interest thereon in accordance with the provisions of the Land and Agricultural Loan Fund (Bechuanaland Protectorate) Proclamation 1929 or any amendment thereof, and at the dates thereof.

(2) That the mortgagor will from time to time so long as money remains owing on this security, well and substantially repair, and keep in good and substantial repair and condition, all buildings and other improvements erected and made upon the said land, and the Administration may at all times be at liberty by itself, its agents or servants, to enter upon the said land to view and inspect the said buildings and improvements.

(3) That if the mortgagor fail or neglect to repair the said buildings and improvements or to keep them in good and substantial repair and condition as aforesaid, then and in any such case and as often as the same shall happen, it shall be lawful for, but not obligatory upon, the Administration at the cost and expense in all things of the mortgagor, to repair the said buildings and improvements and keep them in good and substantial repair and condition.

(4) That all moneys expended by the Administration in and about repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in the insurance thereof, or in attempting to exercise or enforce any power, right, or remedy herein contained or implied, in favour of the Administration, shall be payable to the Administration by the mortgagor on demand, and until paid shall be charged on the said land together with interest at the rate of not more than the rate prescribed for the time being under the said Proclamation, or any amendment thereof, computed from the date or dates of such moneys being expended.

(5) Insurance shall be effected as may be prescribed by instructions of the board. Every policy of insurance so effected or renewal thereof shall be ceded to the Administration as collateral security.

(6) That the power of sale and incidental powers in that behalf conferred upon the Resident Commissioner under the Land and Agricultural Loan Fund (Bechuanaland Protectorate) Proclamation 1929, or any amendment thereof, shall be implied herein and that they may be exercised if and whenever the mortgagor makes default in the full and punctual payment of any instalment of interest or principal in accordance with the respective covenants for payment

thereof herein contained, or if and whenever the mortgagor makes default in the faithful observance and performance of any other covenant or condition on his part herein contained or implied.

(7) That if and whenever the mortgagor makes any such default as in the last preceding covenant mentioned, it shall be lawful for the Administration to call up and compel payment of all principal, interest and other moneys for the time being owing under this security, notwithstanding that the time or times herein before appointed for the payment thereof, respectively may not have arrived.

(8) That the mortgagor will at all times cultivate and manage the lands hypothecated in a skilful and proper manner and according to the rules of good husbandry. Failure in the performance of this condition shall entail the immediate recovery of the advance should the Resident Commissioner so desire.

(9) That this mortgage bond is subject to all the provisions of the Land and Agricultural Loan Fund (Bechuanaland Protectorate) Proclamation 1929, or any amendment thereof, relating to mortgages under that Proclamation.

THIRD SCHEDULE.

SCALE OF APPLICATION FEES TO BE PAID BY APPLICANTS IN ANY EVENT, AND TO ACCOMPANY THE APPLICATION.

On application for an advance not exceeding £250	£0 10 0
On application for an advance exceeding £250 and not exceeding £500	0 15 0
On application for an advance exceeding £500 and not exceeding £1,000	1 0 0
On application for an advance exceeding £1,000	2 0 0

FOURTH SCHEDULE.

SCALE OF COSTS AND FEES FOR PREPARING MORTGAGE BOND OR PLEDGE (TO BE DEDUCTED FROM THE ADVANCE).

For every advance not exceeding £100	£0 10 0
For every advance exceeding £100 and not exceeding £500	1 0 0
For every advance exceeding £500 and not exceeding £1,000	1 10 0
For every advance exceeding £1,000, for every £1,000 or fraction thereof	1 10 0
With cash disbursements which are the same in every case, namely:—	
Search fee	£0 2 0
Power of Attorney to pass bond	0 5 0
Form of mortgage bond or document of pledge	0 2 0
Costs and fees for discharge or release of mortgage bond or pledge	1 0 0
All consents or certificates issued by the Resident Commissioner or board not relating to discharge of release or mortgage bond or document of pledge	0 5 0

FIFTH SCHEDULE.

CONDITIONS UPON WHICH LOANS FOR THE PURPOSE OF ACQUIRING PURE-BRED STOCK SHALL, IF GRANTED, BE MADE BY THE RESIDENT COMMISSIONER.

1. The applicant shall enter into an agreement with the Administration for the lease of the live stock intended to be acquired; the price and description whereof shall be set out in the Schedule to the said agreement.

2. The Lessee shall pay to the Administration for the hire of the said live stock, the total amount agreed upon, together with interest as provided in section *fifteen* and the First Schedule to this Proclamation.
3. On the payment of the full amount of the loan and interest the live stock and its progeny shall be and become the absolute property of the Lessee, but until such payment the live stock and its progeny shall be and remain the property of the Administration.
4. The Lessee shall at his option be entitled to pay larger instalments than those agreed upon, and shall further have the right at any time, to pay in one sum the difference between that already paid and the total purchase amount.
5. The Lessee, during the subsistence of the agreement, shall take good care of the live stock and its progeny, and shall account satisfactorily for them from time to time, and for all loss from whatever cause arising, and shall further agree that the loss of any such live stock, by death or otherwise, shall not relieve him from any payments in respect of the same under the agreement to be entered into.
6. The Lessee shall further provide feeding and accommodation for the said live stock to the satisfaction of the Resident Commissioner, and shall not sell, nor in any way alienate or part with the possession of it, or its progeny before the termination of the agreement to be entered into, without the consent of the Resident Commissioner in writing.
7. The Resident Commissioner may at any time during the period of the agreement instruct any duly appointed official to inspect or report upon the said live stock or its progeny and upon the accommodation and feeding arrangements provided by the Lessee.
8. Should the Lessee from whatever cause fail to provide feeding and accommodation of the said live stock and its progeny to the satisfaction of the Resident Commissioner, or fail to carry out any of the other terms of the agreement to be entered into, he shall forfeit whatever he may have already paid, and the Resident Commissioner shall thereupon be entitled immediately, without process of law, to take possession of, remove, or sell so much of the said live stock and its progeny, as may be necessary to complete the payments due in terms of the agreement to be entered into provided however, that should the products of such sale be insufficient to meet the said sum, the Lessee shall remain liable for any difference.
9. Before any payment of a loan by the Administration is made to an approved applicant, he shall provide accommodation and feeding arrangements for the animals to the satisfaction of a Government Veterinary Surgeon and he shall be required to deposit with the Administration twenty-five per centum of the sum to be spent in the acquisition of the live stock.
10. Loans granted shall be limited to £150;
11. Loans granted shall be paid to the vendor of the said live stock.