

BUITENGEWONE



EXTRAORDINARY

Staatskoerant

VAN DIE UNIE VAN SUID-AFRIKA

THE UNION OF SOUTH AFRICA

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

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

GOEWERMENSKENNISGEWING.

GOVERNMENT NOTICE.

Onderstaande Goewermementskennisgewing word vir algemene inligting gepubliseer:—

The following Government Notice is published for general information:—

DEPARTEMENT VAN LANDE.

DEPARTMENT OF LANDS.

* No. 2094.]

[25 Augustus 1950.]

* No. 2094.]

[25 August 1950.]

HOEWES BESKIKBAAR KRAGTENS DIE KROON-GROND NEDERZETTINGS WET, 1912, SOOS GEWYSIG.

HOLDINGS AVAILABLE UNDER THE LAND SETTLEMENT ACT, 1912 (AS AMENDED).

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 6 Oktober 1950 verstryk) kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 408, Pietermaritzburg, aansoek gedoen word om die toekenning van ondergenoemde hoewes, geleë in die provinsie Natal, volgens huurkontrak vir 'n termyn van vyf (5) jaar met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardes van voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek ooreenkomstig en onderworpe aan die bepalinge van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette en regulasies daarkragtens afgekondig.

Applications will be received at the office of the Provincial Representative, Department of Lands, P.O. Box 408, Pietermaritzburg, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 6th October, 1950), for the undermentioned holdings situate in the Province of Natal, to be disposed of on lease for a period of five (5) years with the option of acquiring the land at any time during the currency of the lease, or at the expiration thereof, on terms of Conditional Purchase Lease extending over a period of sixty-five (65) years, under and subject to the provisions of the Land Settlement Act, 1912, and amending Acts, and regulations published thereunder.

Die Regering behou hom die reg voor om een of meer van die hoewes wat in hierdie kennisgewing vir toekenning aangebied word, te eniger tyd terug te trek.

The Government reserves the right at any time to withdraw any or all of the holdings offered for allotment by this notice.

Alle aansoeke om hoewes moet gerig word aan—

All applications for holdings must be forwarded to—

Die Provinsiale Verteenwoordiger,
Departement van Lande,
Posbus 408,
Pietermaritzburg.

The Provincial Representative,
Department of Lands,
P.O. Box 408,
Pietermaritzburg.

op die voorgeskrewe vorms wat by bogemelde adres of by die magistrate van die distrikte waarin die hoewes geleë is, verkrygbaar is.

on the prescribed forms which are obtainable from the above-mentioned address or from the Magistrates of the districts in which the holdings are situate.

Hoewe No. Holding No.	HOEWES BESKIKBAAR. Naam, nommer en distrik.	HOLDINGS FOR DISPOSAL. Name, Number and District.	Grootte. Area. Morg. Morgen.	Koopprys. Purchase Price.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. <i>Rental during Lease Period, 1st and 2nd Years, Nil.</i>		Jaarlikse paaimeute van koopprys (rente inbegrepe). <i>Yearly Purchase Instalments (including Interest).</i>
					3de jaar, jaarlikse huur. <i>3rd Year Yearly Rental.</i>	4de en 5de jaar, jaarlikse huur. <i>4th and 5th Years, Yearly Rental.</i>	
1	Onderverdelings 1 en 4 van die plaas MAGUT No. 12436, Ngotshe	Subdivisions 1 and 4 of the farm MAGUT No. 12436, Ngotshe	2043·8133	£ 4158	£ s. d. 83 3 2	£ s. d. 155 18 6	£ s. d. 170 2 2
2	Onderverdelings 7 en 37 van die plaas MAGUT No. 12436, Ngotshe	Subdivisions 7 and 37 of the farm MAGUT No. 12436, Ngotshe	1446·0169	2876	57 10 5	107 17 0	117 13 2
3	Onderverdeling 17 van die plaas MAGUT No. 12436, Ngotshe	Subdivision 17 of the farm MAGUT No. 12436, Ngotshe	1230·1182	2768	55 7 2	103 16 0	113 4 10
4	Onderverdeling 18 van die plaas MAGUT No. 12436, Ngotshe	Subdivision 18 of the farm MAGUT No. 12436, Ngotshe	1441·9926	3820	76 8 0	143 5 0	156 5 7
5	Onderverdeling 22 van die plaas MAGUT A No. 12416, Ngotshe	Subdivision 22 of the farm MAGUT A No. 12416, Ngotshe	1619·6434	3078	61 11 2	115 8 6	125 18 6
6	Onderverdeling 23 van die plaas MAGUT A No. 12416, Ngotshe	Subdivision 23 of the farm MAGUT A No. 12416, Ngotshe	1626·3716	3069	61 7 7	115 1 9	125 11 1
7	Onderverdeling 26 van die plaas MAGUT A No. 12416, Ngotshe	Subdivision 26 of the farm MAGUT A No. 12416, Ngotshe	1495·2612	3140	62 16 0	117 15 0	128 9 3
8	Restant van die plaas PARIS No. 13437, Vryheid	Remainder of the farm PARIS No. 13437, Vryheid	1153·4136	2058	41 3 2	77 3 6	84 3 11

BESKRYWING VAN HOEWES.

Die afstande van die hoewes van die naaste dorp of spoorwegstasie, soos hieronder aangegee, is slegs volgens skatting.

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 verstrek word.

Hoewes Nos. 1-7: Die Magut-nedersetting is in die Magut-Candover - gesondheids (malaria-) komitee-gebied geleë en is ongeveer 71 myl van Vryheid, 18-25 myl wes van Candoverstasie en ongeveer 8-10 myl suid van die Pongola-besproeiingsnedersetting. Die Nongoma-Magut-en Magut-Candover-hoofpaaie deurkruis die Magut-nedersetting wat deur die Padmotordiens van die S.A. Spoorweë gedien word. Planne wat die ligging van die Magut-hoewes aantoon, lê ter insae in die kantore van: Die Spesiale Vrederegter, Magut; die Inspekteur van Lande, Vryheid; die Magistraat, Louwsburg, of die Provinsiale Verteenwoordiger, Departement van Lande, Pietermaritzburg.

Die volgende algemene besonderhede het betrekking op die Magut-hoewes (Nos. 1-7):—

Watervoorraad: Geen permanente watervoorraad nie, maar opgaardamme kan gemaak word.

Daar is 'n boorgat op elkeen van hierdie hoewes, maar die huidige toestand wat die wateropbrengs betref, is uiters twyfelagtig en die Departement kan geensins waarborg dat hierdie boorgate nou van enige wesenlike waarde is nie.

Geskiktheid: Die hoewes is geskik vir katoen, grond-boontjies, mielies, mabela en beeste.

Gesonde klimaat, maar malaria kan voorkom.

Drakrag: 4 morg per bees in 'n normale jaar.

Reënval: 20 duim per jaar.

DESCRIPTION OF HOLDINGS.

The distances of the holdings from the nearest town or railway station as given below, are approximate only.

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. 1-7: The Magut Settlement in the Magut-Candover Health (Malaria) Committee Area is situated approximately 71 miles from Vryheid, 18-25 miles west of Candover Station and approximately 8-10 miles south of the Pongola Irrigation Settlement. The Nongoma-Magut and Magut-Candover main roads traverse the Magut Settlement which is served by the S.A. Railways Road Motor Service. Plans showing the situation of the Magut holdings may be inspected at the offices of: The Special Justice of the Peace, Magut; The Inspector of Lands, Vryheid; The Magistrate, Louwsburg or the Provincial Representative, Department of Lands, Pietermaritzburg.

The following general particulars apply in regard to the Magut holdings (Nos. 1-7):—

Water Supply: No permanent water supply but storage dams can be built.

There is a borehole on each of these holdings but the present position regarding the water supply therefrom is extremely doubtful and the Department can give no guarantee whatever that these boreholes are now of any material value.

Suitability: The holdings are suitable for cotton, groundnuts, mealies, mabela and cattle.

Healthy climate but subject to malaria.

Carrying Capacity: 4 morgen per beast in a normal year.

Rainfall: 20 inches per annum.

Weiding: Soetdoringveld.**Verbeterings:***Hoewe No. 1.*—2 dipbakke en enkele omheinings.*Hoewe No. 2.*—Woonhuis en buitegeboue en enkele omheinings.*Hoewe No. 3.*—Enkele omheinings.*Hoewe No. 4.*—Woonhuis, buitegeboue, sinkpakhuis, 2 natuurlekamers, 2 suipbakke en enkele omheinings.*Hoewe No. 5.*—Dipbak en enkele omheinings.*Hoewe No. 6.*—Dipbak en enkele omheinings.*Hoewe No. 7.*—Dipbak, suipbak, kliprondawel, sinkgebou, sinkskuur en enkele omheinings. Die pomptoesel op die boorgat op hierdie hoewe sal nie by hierdie hoewe ingesluit word nie.**SPEZIALE VOORWAARDES.****Howes Nos. 1-7.**

(a) Nagana het in hierdie gebied geheers en vee kan alleen vir *bona fide* boerderydoeleindes na hierdie grond gebring word en onderworpe aan die voorwaarde dat die vee gereeld gedip word in 'n mengsel van arseen en E.20 emulsie, soos deur die Veeartsenyowerheid voorgeskryf, totdat hierdie vereiste deur die Veeartsenyowerheid opgeskort word.

(b) Die handelsregte word voorbehou ingevolge die bepalings van Huurakte No. 76/1926, ten gunste van die Candover Trading Stores, Beperk.

(c) Die suksesvolle applikant sal van die datum van toekenning aanspreeklik wees vir die betaling van alle belastinge deur die Magut-Candover-gesondheids-(Malaria-) komitee opgelê.

(d) Die toekenning van hierdie howes is onderworpe aan die verpligte skoonmaak van katoenplante en die vernietiging deur verbranding van al die ou katoenplante op die howes, ooreenkomstig Proklamasie No. 164 van 1950 en Goewermentskennisgewing No. 1456 van 30 Junie 1950, uitgereik kragtens die bepalings van die Wet op die Skoonmaak van Boorde en Gekweekte Plante, 1947 (Wet No. 26 van 1947).

Hoewe No. 2.

Die toekenning van hierdie hoewe sal geskied behoudens die reg van die huurder, eienaar of okkupeerder van Onderverdeling 11 van die plaas Magut No. 12436 om nie meer as die helfte van die water uit 'n fontein op die hoewe te neem nie en om die water daarvandaan deur middel van 'n pypsliding oor die hoewe na Onderverdeling 11 te lei.

Hoewe No. 7.

Die toekenning van hierdie hoewe sal geskied behoudens 'n servituut van deurgang eenhonderd voet breed van die hoofpad wat oor die grond loop, langs die suidelike grenslyn daarvan, na Onderverdeling 29 van die plaas Magut B No. 12842.

Hoewe No. 8:

Hierdie hoewe is 'n gedeelte van die gekonsolideerde blok bestaande uit die volgende plase of gedeeltes daarvan:—

Paris No. 669, Paris No. 715, Op-de-plaat No. 241, Basan No. 282, Kalbasfontein No. 509 en Dipka No. 590.

Hierdie hoewe is geleë aan die Pivaanrivier, 30 myl noordoos van die dorp Vryheid en 16 myl van die spoorwegstasie Hlobane. 'n S.M.-bushalte is 6 myl daarvan.

Verbeterings: Slegs omheining.

Watervoorraad: Fonteine en Pivaanrivier.

Algemeen: Geskik vir gewone somer- en wintergewasse, peulgewasse, grondbone en beeste.

Weiding is gemengde veld met 'n drakrag van 4 morg per stuk grootvee.

Reënval, 25 duim per jaar.

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 ingevoeg word in die landbouhuurkontrakte uitgereik kragtens die Kroongrond Nederzittings Wet, 1912, en Wysigingswette.

Grazing: Sweet-thorn-veld.**Improvements:***Holding No. 1.*—2 dipping tanks and some fencing.*Holding No. 2.*—Dwelling house and outbuildings and some fencing.*Holding No. 3.*—Some fencing.*Holding No. 4.*—Dwelling house, outbuildings, corrugated iron store, 2 Native rooms, 2 drinking troughs and some fencing.*Holding No. 5.*—Dipping tank and some fencing.*Holding No. 6.*—Dipping tank and some fencing.*Holding No. 7.*—Dipping tank, drinking trough, stone rondavel, corrugated iron building, corrugated iron shed and some fencing. The pumping plant on the borehole on this holding will not be included in the allotment of the holding.**SPECIAL CONDITIONS.****Holdings Nos. 1-7.**

(a) Nagana has been prevalent in this area and cattle may be brought on to this land for *bona fide* farming purposes only and subject to the condition that the cattle are regularly dipped in a mixture of arsenic and E.20 emulsion as prescribed by the Veterinary authorities until suspension of this requirement by the Veterinary authorities.

(b) The trading rights are reserved in terms of the provisions of Deed of Lease No. 76/1926 in favour of the Candover Trading Stores, Limited.

(c) The successful applicant will be liable, as from the date of allotment for the payment of all rates levied by the Magut-Candover Health (Malaria) Committee.

(d) The allotment of these holdings will be subject to the compulsory cleansing of any cotton plants and the destruction by burning of all old cotton plants on the holdings, in terms of Proclamation No. 164 of 1950 and Government Notice No. 1456 dated 30th June, 1950, issued in terms of the provisions of the Orchards and Cultivated Plants Cleansing Act, 1947 (Act No. 26 of 1947).

Holding No. 2.

The allotment of this holding will be subject to the right by the lessee, owner or occupier of Subdivision 11 of the farm Magut No. 12436 to take not more than half the water from a spring on this holding and to convey the water therefrom by means of a pipeline over this holding to Subdivision 11.

Holding No. 7.

The allotment of this holding will be subject to a servitude of right-of-way one hundred feet wide from the main road which traverses the land, along the southern boundary thereof to Subdivision 29 of the farm Magut B No. 12842.

Holding No. 8:

This holding is a portion of the consolidated block formed by the following farms or portions thereof:—

Paris No. 669, Paris No. 715, Op-de-Plaat No. 241, Basan No. 282, Kalbasfontein No. 509 and Dipka No. 590.

This holding is on the Pivaan River, 30 miles north-east of Vryheid Township and 16 miles from Hlobane Railway Station. A R.M.T. Halt is 6 miles distant.

Improvements: Fencing only.

Water supply: Springs and Pivaan River.

General: Suitable for usual summer and winter crops, legumes, groundnuts and cattle.

Grazing is mixed veld with a carrying capacity of 4 morgen to 1 head of large stock.

Rainfall, 25 inches per annum.

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 issued under the Land Settlement Act, 1912, and amending Acts.

Die huurgelde wat jaarliks vooruitbetaal moet word, word bereken op die koopprys volgens onderstaande persentasiebasis:—

Huurgelde:

Eerste en tweede jaar: Geen.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $3\frac{1}{2}$ persent per jaar.

Ingeval van verlenging van huurkontrak tot vyf jaar: $3\frac{1}{2}$ persent per jaar.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlike paalemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van $3\frac{1}{2}$ persent.

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

Okkupasie.—Die huurkontrakte wat uitgereik sal word, sal die voorwaardes bevat dat die huurders die hoewes wat aan hulle toegeken word, persoonlik en op nuttige wyse moet okkupeer binne 'n sekere tyd na die datum van toekenning en daarna vir 'n bepaalde tyd elke kalenderjaar soos hieronder bepaal:—

Hoewe No. 8 moet binne drie maande en vir minstens tien maande in elke kalenderjaar geokkupeer word, terwyl al die ander hoewes wat hierin geadverteer word, binne drie maande en vir minstens nege maande in elke kalenderjaar geokkupeer 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 gesaaï mag word, te beperk en om weiding daarop te beheer.

Boorgate.—Die huurkontrakte wat uitgereik sal word, sal 'n klousule bevat wat die Regering die reg van toegang verleen tot en die reg om water te neem uit boorgate wat reeds op die hoewes gemaak is of na toekenning met staats hulp gemaak word, vir boordoeleindes op ander kroongrond gedurende 'n termyn van vyf jaar van 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 om enigeen van bogenoemde hoewes waarop boorgate bestaan of na toekenning gemaak word, verantwoordelik gehou sal word vir die behoorlike versorging en instandhouding van die boorgat of boorgate op sy hoewe en aanspreeklik sal wees vir alle skade daaraan veroorsaak. Hy moet derhalwe in geen geval sonder behoorlike pompmasjinerie water daaruit trek nie.

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

Uitspannings.—Die hoewes is onderworpe aan die algemene reg van alle reisigers om op geskikte plekke daarop hoogstens vier-en-twintig uur lank uit te span, tensy hulle om 'n goeie rede langer opgehou word soos bepaal by Wet (Natal) No. 9 van 1870 of wysigings daarvan, en aan ander regulasies met betrekking tot uitspannings wat later noodsaaklik geag en op bevoegde gesag in die belang van die publiek uitgevaardig mag word.

Dipbakke.—Die dipbakke op die hoewes moet op alle redelike tye beskikbaar wees vir die dip van naburige vee. Die gelde betaalbaar deur gebruikers van die dipbakke moet nie die tariewe wat van tyd tot tyd deur die plaaslike Staatsveearts vasgestel word, oorskry nie.

Naturelle.—Die hoewes sal toegeken word onderworpe aan die aanwesigheid van die naturelle wat miskien daarop woon, en die Departement onderneem nie om stappe te laat doen om hulle te verwyder nie.

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: $3\frac{1}{2}$ per cent. per annum.

In the event of extension of lease after five years: $3\frac{1}{2}$ 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 $3\frac{1}{2}$ per cent.

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

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:—

Holding No. 8 is to be occupied within three months and for at least ten months in every calendar year while all the other holdings herein 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 and 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.

Surveys.—Should it at any time be found necessary to resurvey a holding or take out a certificate of amended title, owing to errors in the existing survey, all costs incidental to such survey or certificate of 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.

Outspans.—The holdings will be subject to the general right of all travellers to outspan thereon in suitable situations for not more than twenty-four hours unless longer delayed by just cause, as provided for under Law (Natal) No. 9 of 1870 or any amendment thereof, and to such other regulations relative to outspans as may hereafter be deemed necessary and declared by competent authority for the interests of the public.

Dipping Tanks.—The dipping tanks on the holdings must be available at all reasonable times for the dipping of neighbouring stock. The fees payable by users of the dipping tank may not exceed such tariffs as are fixed from time to time by the local Government Veterinary Officer.

Natives.—The Holdings will be allotted subject to the presence of any natives who may be residing thereon, and the Department does not undertake to cause any steps to be taken for their removal.

ALGEMENE OPMERKINGS.

Uitreiking van kroongrondbriewe.—Indien minstens tien jaar van die datum van die aanvang van 'n huurkontrak verstryk het en die huurder in alle opsigte voldoen het aan die bepalinge van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette wat op hom van toepassing is, insluitende die voorwaardes van die huurkontrak, sal hy tot 'n kroongrondbrief geregtig wees.

Omheinings.—Ingeval die Regering, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of wysigings daarvan, tot die bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enige van die hoewes in hierdie kennisgewing geadverteer, moet bydrae 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 hoeve aan hom aanspreeklikheid vir die betaling van die bydrae aanvaar. Hy moet die bedrag van die bydrae kontant aan die Regering betaal of dit kan, as hy dit verkies, by die koopprys van die hoeve gevoeg word, en in so'n geval word die bedrag van die huur op die koopprys dienooreenkomstig verhoog. Die suksesvolle applikante om hoewes wat heeltemal of gedeeltelik omhein is, moet ooreenkomstig die Omheiningswet, 1912, of 'n wysiging daarvan, aanspreeklikheid aanvaar vir bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

Algemeen.—In geval van ongelukke waarby persone of vee betrokke is as gevolg van die bestaan van skagte, tonnells en ander omstandighede geskep deur prospekter- en mynwerkzaamhede onderneem voor die datum van die aanvang van die huurkontrak, is die huurder nie geregtig om vergoeding van die kant van die Regering of die prospekterder of die kleimhouer nie.

Die Regering behou hom alle regte voor op minerale, mineraleprodukte, minerale-olies, 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 voordat hulle formeel aansoek daarom 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 Regering staan geen spoorweg- of ander vervoerkonsessies in verband met die besigtiging van hoewes toe nie.

Okkupasie kan onmiddellik na toekenning toegestaan word, tensy in die toekenningsbrief anders bepaal word.

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.

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 liability 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.



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