



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

EXTRAORDINARY

Staatskoerant Government Gazette

(Registered at the Post Office as a Newspaper)

VOL. CLXVII.] PRYS 6d. PRETORIA, 14 FEBRUARIE 1952.
14 FEBRUARY

PRICE 6d. [No. 4787

*Alle Proklamasies, Goewerments- 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.*

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 317.] [14 Februarie 1952.

HOEWES BESIKBAAR KRAGTENS DIE
KROONGROND NEDERZETTINGS WET,
1912, SOOS GEWYSIG.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 26 Maart 1952 verstryk), kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Bloemfontein, en die Sekretaris van Lande, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes 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 voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalinge van die Kroongrond Nederzittings Wet, 1912, en wysigingswette en regulasies ingevolge daarvan afgekondig.

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

Alle aansoeke om Hoewes Nos. 1 tot 5 moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, en om Hoewe No. 6 aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 316, Bloemfontein, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adresse, by die Magistrate van die afdelings waarin die hoewes geleë is of by die Inspekteurs van Lande, in wie se inspektorate die hoewes val.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 317.] [14 February 1952.

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

Applications will be received at the offices of the Provincial Representative, Department of Lands, Bloemfontein, and 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 26th March, 1952), for the undermentioned holdings, 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 any regulations published thereunder.

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

All applications for Holdings Nos. 1 to 5 must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, and applications for Holding No. 6 must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 316, Bloemfontein, on the prescribed forms which are obtainable from the above-mentioned addresses, from the Magistrates of the Divisions in which the holdings are situated or from the Inspectors of Lands of the inspectorates in which the holdings are located.

TRANSVAAL.

DISTRIK/DISTRICT RUSTENBURG.

Hoewe No. Holding No.	HOEWES BESKIKBAAR.		HOLDINGS FOR DISPOSAL.		Grootte. Area.		Koop- prys. Purchase Price.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. <i>Rental during Lease Period, 1st and 2nd Years, Nil.</i>		Jaarlikse paaielemente van koopprys (rente inbegrepe). <i>Yearly Purchase Instal- ments (including Interest).</i>
	Naam, nommer en distrik.		Name, Number and District.		Morg. <i>Morgen.</i>	Vk. roedes. <i>Sq. Roods.</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	Gedeelte 1 van die plaas KLIPDAL		Portion 1 of the farm No. 52.		640·9919	—	£ 2,839	£ s. d. 56 15 7	£ s. d. 106 9 3	£ s. d. 116 2 11
2	Gedeelte 2 van die plaas KLIPDAL		Portion 2 of the farm No. 52.		646·2844	—	2,858	57 3 2	107 3 6	116 18 6
3	Gedeelte 3 van die plaas KLIPDAL		Portion 3 of the farm No. 52.		544·8439	—	2,878	57 11 2	107 18 6	117 14 10
4	Die resterende gedeelte van plaas KLIPDAL		The remaining extent of the farm No. 52.		758·2181	—	4,020	80 8 0	150 15 0	164 9 3

DISTRIK/DISTRICT ZOUTPANSBERG.

5	Die plaas CHARLOTTE		The farm No. 1311.		2,418	180	1,936 1%	19 7 2 1%	19 7 2 1%	40 7 3 1%
---	------------------------	--	-----------------------	--	-------	-----	-------------	--------------	--------------	--------------

ORANJE-VRYSTAAT.—ORANGE FREE STATE.

DISTRIK/DISTRICT BOSHOF.

6	(a) Die plaas WILLOW GROVE	(a) The farm No. 1038			806	24	3,750	75 0 0	140 12 6	153 8 4
	(b) Die plaas DOORNBOOM	(b) The farm No. 267								
	(c) Lot "A" 1137 van die plaas	(c) Lot "A" 1137 of the farm								
	(d) Die plaas OMEGA	(d) The farm No. 1019								
		IOTA								

BESKRYWING VAN HOEWES.

Die afstand van die hoewes van die naaste dorp of spoorwegstasies, 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.

Hoewe No. 1.—28 myl noord van die dorp en spoorwegstasie Ventersdorp en 20 myl noordwes van die spoorwegstasie Makokskraal.

Verbeterings: Boorgat met windpomp en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, skape, mielies en kafferkoring. Weiding bestaan uit gemengde soet- en suurgrasveld.

Drakrag: 5 tot 6 morg per bees en 2 morg per skaap.

Gemiddelde reënval: 18 duim per jaar.

Servitude: Die mineraalregte word ten gunste van 'n derde party voorbehou.

Hoewe No. 2.—28 myl noord van die dorp en spoorwegstasie Ventersdorp en 20 myl noordwes van die spoorwegstasie Makokskraal.

Verbeterings: Boorgat met windpomp en sekere omheining.

Watervoorsiening: Boorgat.

DESCRIPTION OF HOLDINGS.

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

The particulars regarding the holdings, such as improvements, water supply and 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.

Holding No. 1.—28 miles north of Ventersdorp Township and railway station and 20 miles north-west of Makokskraal Railway Station.

Improvements: Borehole with windmill and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, sheep, mealies and kaffir corn. Grazing consists of mixed sweet and sour grass veld.

Carrying capacity: 5 to 6 morgen per beast and 2 morgen per sheep.

Average rainfall: 18 inches per annum.

Servitudes: The mineral rights are reserved in favour of a third party.

Holding No. 2.—28 miles north of Ventersdorp Township and railway station and 20 miles north-west of Makokskraal Railway Station.

Improvements: Borehole with windmill and certain fencing.

Water supply: Borehole.

Algemeen: Geskik vir beeste, skape, mielies en kafferkoring. Weiding bestaan uit gemengde soet- en suurgrasveld.

Drakrag: 5 tot 6 morg per bees en 2 morg per skaap.

Gemiddelde reënval: 18 duim per jaar.

Serwiture: Die mineraalregte word ten gunste van 'n derde party voorbehou.

Hoewe No. 3.—28 myl noord van die dorp en spoorwegstasie Ventersdorp en 20 myl noordwes van die spoorwegstasie Makokskraal.

Verbeterings: Boorgat, windpomp, sementdam en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, skape, mielies en kafferkoring. Weiding bestaan uit gemengde soet- en suurgrasveld.

Drakrag: 5 tot 6 morg per bees en 2 morg per skaap.

Gemiddelde reënval: 18 duim per jaar.

Serwiture: Die mineraalregte word ten gunste van 'n derde party voorbehou.

Hoewe No. 4.—28 myl noord van die dorp en spoorwegstasie Ventersdorp en 20 myl noordwes van die spoorwegstasie Makokskraal.

Verbeterings: Sinkhuis, pakhuis (klip en kalk), boorgat met windpomp, sementdam, klipkraal, beesdip met krale, 2 sementkrippe, bloekomplantasie en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, skape, mielies en kafferkoring. Weiding bestaan uit gemengde soet- en suurgrasveld.

Drakrag: 5 tot 6 morg per bees en 2 morg per skaap.

Gemiddelde reënval: 18 duim per jaar.

Serwiture:—

(1) Onderworpe aan 'n serwituut van uitspanning, 1/75ste van 2,590 morg 203 vierkante roedes groot.

(2) Die mineraalregte word ten gunste van 'n derde party voorbehou.

Hoewe No. 5.—50 myl suidoos van die dorp en spoorwegstasie Messina.

Verbeterings: Boorgat.

Water: Ngwanedzrivier en boorgat.

Algemeen: Geskik vir beeste.

Gemengde soet- en suurgrasveld met wilde bome.

Drakrag: 10 tot 14 morg per bees.

Reënval: 10 tot 15 duim per jaar.

Serwiture: Onderworpe aan 'n serwituut van uitspanning, groot 1/75ste van 2,418 morg 180 vierkante roedes.

Hoewe No. 6.—Geleë ongeveer 5 myl ten ooste van die brug oor die Modderivier. Op die hoofpad tussen Petrusburg en Boshof, d.w.s. 20 myl van Petrusburg af. Naaste spoorwegstasie is Petrusburg.

Verbeterings: Woonhuis, 4 vertrekke (plattendak), waenhuis en kraal, windpomp (uit orde en verouderd), binne- en buite-omheining.

Watervoorsiening: Een boorgat met windpomp. Water vir besproeiingsdoeleindes kan verkry word uit die Modderivier waarin daar 'n groot seekoeigat is, en water kan gepomp word om ongeveer 60 morg te besproei.

Algemeen: Die hoewe word geskik geag vir koring, mielies, tef, aartappels en veeboerdery.

Drakrag: 1 stuks grootvee per 6 morg of 1 stuks kleinvee per 1½ morg. Voldoende weiding dwarsdeur die jaar.

Klimaat: Gesond, met 'n gemiddelde reënval van omtrent 14 duim per jaar.

SPEZIALE VOORWAARDE.

Die verdeling van Hoewes Nos. 1, 2, 3 en 4 is nog nie voltooi nie. Sodra die verdelingskoste bekend is, sal 'n *pro rata* gedeelte daarvan by elkeen van hierdie vier hoewes se kooppryse gevoeg word as gevolg waarvan die kooppryse, jaarlikse huur en paaielemente dienooreenkomstig verhoog sal word.

General: Suitable for cattle, sheep, mealies and kaffir corn. Grazing consists of mixed sweet and sour grassveld.

Carrying capacity: 5 to 6 morgen per beast and 2 morgen per sheep.

Average rainfall: 18 inches per annum.

Servitudes: The mineral rights are reserved in favour of a third party.

Holding No. 3.—28 miles north of Ventersdorp Township and railway station and 20 miles north-west of Makokskraal Railway Station.

Improvements: Borehole, windmill, cement dam and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, sheep, mealies and kaffir corn. Grazing consists of mixed sweet and sour grassveld.

Carrying capacity: 5 to 6 morgen per beast and 2 morgen per sheep.

Average rainfall: 18 inches per annum.

Servitudes: The mineral rights are reserved in favour of a third party.

Holding No. 4.—28 miles north of Ventersdorp Township and railway station and 20 miles north-west of Makokskraal Railway Station.

Improvements: Corrugated iron house, shed (stone and lime), borehole with windmill, cement dam, stone kraal, cattle dip with kraals, 2 cement troughs, bluegum plantation and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, sheep, mealies and kaffir corn. Grazing consists of mixed sweet and sour grassveld.

Carrying capacity: 5 to 6 morgen per beast and 2 morgen per sheep.

Average rainfall: 18 inches per annum.

Servitudes:—

(1) Subject to a servitude of outspan in extent 1/75th of 2,590 morgen 203 square roods.

(2) The mineral rights are reserved in favour of a third party.

Holding No. 5.—50 miles south-east of Messina Township and Railway Station.

Improvements: Borehole.

Water supply: Ngwanedzi River and borehole.

General: Suitable for cattle. Mixed sweet and sour grassveld with wild trees.

Carrying capacity: 10 to 14 morgen per beast.

Rainfall: 10 to 15 inches per year.

Servitudes: Subject to a servitude of outspan in extent 1/75th of 2,418 morgen 180 square roods.

Holding No. 6.—Situate approximately 5 miles east of the bridge across the Modder River. On the main road from Petrusburg to Boshof, i.e. 20 miles from Petrusburg. Nearest railway station is Petrusburg.

Improvements: Dwelling-house (4 rooms) (flat roof), garage and kraal, windmill (old and out of order), internal and external fencing.

Water supply: Borehole with windmill. Water for irrigation purposes can be obtained from large pool in the Modder River, and water can be pumped to irrigate approximately 60 morgen.

General: The holding is considered suitable for corn, wheat, tef, potatoes and stock farming.

Carrying capacity: 1 large stock per 6 morgen or 1 small stock per 1½ morgen. Sufficient grazing throughout the year.

Climate: Healthy with an average rainfall of approximately 14 inches per annum.

SPECIAL CONDITION.

The division of Holdings Nos. 1, 2, 3 and 4 has not yet been completed. As soon as the costs of the division are known, a *pro rata* share thereof will be added to the purchase price of each of these four holdings as a result whereof the purchase prices, yearly rentals and instalments will be increased accordingly.

ALGEMENE VOORWAARDES.

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

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

Huurgeld—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $3\frac{1}{2}$ persent per jaar, behalwe waar anders bepaal word. Ingeval van verlenging van huurkontrak na vyf jaar: $3\frac{1}{2}$ persent per jaar.

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

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

Inbesitneming.—Die huurkontrakte wat uitgereik sal word, sal bepalinge 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 tot 4 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word. Hoewe No. 6 moet binne drie maande in besit geneem word en vir minstens elf maande in elke kalenderjaar bewoon word, terwyl Hoewe No. 5 binne drie maande in besit geneem word en vir minstens nege maande in elke kalenderjaar bewoon word.

Ploeëry 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 boordoeleindes 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 enigeen 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 pomptoeestelle toegerus. In gevalle waar geen pomptoeestelle 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 bestaande 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 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.

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 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: $3\frac{1}{2}$ per cent. per annum, except where otherwise stated. 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:—

Holdings Nos. 1 to 4 to be occupied within three months for at least ten months in every calendar year. Holding No. 6 to be occupied within three months for at least eleven months in every calendar year, while Holding No. 5 is to be occupied within three months 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.

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, sal hy op 'n kroongrondbrief geregtig wees.

'n Kroongrondbrief van 'n hoewe kan onder spesiale omstandighede met die 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 enigeen 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 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 dienoooreenkomstig verhoog.

Die suksesvolle applikante om enigeen van die hoewes wat heeltemal of gedeeltelik omhein is, moet ooreenkomstig die Omheiningswet, 1912, of wysigings daarvan, aanspreeklikheid aanvaar vir bedrae wat deur die eienaars van aangrensende plase kragtens genoemde Wet geëis word.

Tydlike huurders en opsigters.—Die aandag van applikante word daarop gevestig dat, ingevol van die toekenning van hierdie hoewes, tydelike huurders en opsigters toegelaat sal word om hulle staande oeste te versorg en in te samel, indien daar is.

Algemeen.—Ingeval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnens 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 vervoerkonsessies in verband met die besigtiging van hoewes toe nie.

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

* No. 318.]

[14 Februarie 1952.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke van die datum van die eerste publikasie van hierdie kennisgewing af (d.w.s. tot op 26 Maart 1952), kan daar, kragtens en behoudens die bepalings van artikel vyf van die „Crown Land Disposal Ordinance”, 1903 (Transvaal), by die kantoor van die Sekretaris van Lande, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van vyf jaar sonder die reg van aankoop of verlenging van die huurtermyn.

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 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.

Temporary Lessees and Caretakers.—The attention of applicants are invited to the fact that in the event of allotment of these holdings, temporary lessees and caretakers will be allowed to care for and reap standing crops if any.

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.

* No. 318.]

[14 February 1952.]

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 26th March, 1952), for the lease of the undermentioned holdings, for a period of five years without the right to purchase or extension of the lease period under and subject to the provisions of section five of the Crown Land Disposal Ordinance, 1903 (Transvaal).

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 bogenelde adres of by die magistraat van die distrik waarin die hoewes geleë is.

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.

TRANSVAAL.

DISTRIK/DISTRICT BRONKHORSTSPRUIT.

Hoewe No. Holding No.	HOEWES BESKIKBAAR. Naam, nommer en distrik.	HOLDINGS FOR DISPOSAL. Name, Number and District.	Grootte/Area.		Jaarlikse huur. Yearly Rental.
			Morg. Morgen.	Vierkante roede. Square Roods.	
1	(a) Gedeelte P (b) Die resterende gedeelte van gedeelte 1 (c) Gedeelte O (d) Gedeelte 22 (in gedeelte van gedeelte 1): en (e) Gedeelte L van die plaas	(a) Portion P (d) the remaining extent of portion 1 (c) Portion O (d) Portion 22 (a portion of portion 1): and (e) Portion L of the farm ROOIPOORT No. 229	±284	—	£ s. d. 62 16 3
2	(a) Gedeelte 25 van gedeelte M (b) Die resterende gedeelte van gedeelte M (c) 15/16 deel van gedeelte H van die plaas (d) Gedeelte van die resterende gedeelte van gedeelte A van gedeelte (e) Gedeelte van gedeelte 11 van gedeelte A van gedeelte: en (f) Gedeelte van die resterende gedeelte van gedeelte van die plaas	(a) Portion 25 of portion M (b) The remaining extent of portion M (c) 15/16th share in portion H of the farm ROOIPOORT No. 229 en/ (d) Portion of the remaining extent of portion A of portion (e) Portion of portion 11 of portion A of portion; and (f) Portion of the remaining extent of portion of the farm TWEEFONTEIN No. 228 (Oos van die dam/To the East of the Dam.)	±288	—	64 11 3
3	(a) Die resterende gedeelte van gedeelte 31 van die plaas (b) Gedeelte van die resterende gedeelte van gedeelte A van gedeelte van die plaas	(a) The remaining extent of portion 31 of the farm ROOIPOORT No. 229 en/ (b) Portion of the remaining extent of portion A of portion of the farm TWEEFONTEIN No. 228	±452	—	73 13 9
	(a) Gedeelte van gedeelte 11 van die gedeelte A van gedeelte; en (b) Ongeveer twee-derde (2/3de) deel van gedeelte van die resterende gedeelte van gedeelte van die plaas	(a) Portion of portion 11 of portion A of portion; and (b) Approximately two thirds (2/3rds) share of portion of the remaining extent of portion of the farm TWEEFONTEIN No. 228	±421	—	74 4 5
5	(a) Gedeelte van gedeelte 14; en (b) Ongeveer een-drede (1/3de) deel van gedeelte van die resterende gedeelte van gedeelte van die plaas	(a) Portion of portion 14; and (b) Approximately one third (1/3rd) share of portion of the remaining extent of portion of the farm TWEEFONTEIN No. 228 (Wes van die dam/To the West of the dam.)	±356	—	65 15 8

DISTRIK/DISTRICT BARBERTON.

6	Die plaas	The farm BRINK No. 413	1,722	335	43 1 6
---	-----------	---------------------------	-------	-----	--------

BESKRYWING VAN HOEWES.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is gebaseer op inspeksieverslae, en applikante moet self seker maak van die juistheid van die besonderhede wat verstrekk word.

Hoewes Nos. 1 tot 5 is 10 tot 15 myl suidwes van die dorp en spoorwegstasie Bronkhorstspuit by die Bronkhorstspuitdam geleë.

Watervoorsiening: Hoewes Nos. 1 tot 5 is aan die Bronkhorstspuitdam geleë. Hoewe No. 1 kry ook water uit 'n boorgat, Hoewe No. 2 ook uit 'n fontein en Hoewe No. 3 ook uit 'n put.

Gemiddelde reënval: 25 tot 30 duim per jaar.

Algemeen: Hoewes Nos. 1 tot 5 is geskik vir mielies, kafferoring, boontjies, groot- en kleinvee.

Drakrag: 3 morg per skaap en 7 morg per bees.

DESCRIPTION OF HOLDINGS.

The particulars regarding the holdings, such as improvements, water supply and 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 5 are situate 10 to 15 miles south-west of Bronkhorstspuit Township and Railway Station at the Bronkhorstspuit Dam.

Water Supply: Holdings Nos. 1 to 5 are adjoining the Bronkhorstspuit Dam. Water for Holding No. 1 is also obtained from a borehole, water for Holding No. 2 also from a spring and water for Holding No. 3 also from a well.

Average Rainfall: 25 to 30 inches per annum.

General: Holdings Nos. 1 to 5 are suitable for mealies, kaffir corn, beans, large and small stock.

Carrying Capacity: 3 morgen per sheep and 7 morgen per head of cattle.

Verbeterings:—

Hoewe No. 1.—Woonhuis, waenshuis, rondawel, boorgat, windpomp en tenk, latrine, klipkraal, hoenderhok en sekere omheining.

Spesiale voorwaarde (Hoewe No. 1).—Die Regering behou hom die reg voor om sekere verbeterings op Gedeeltes O en P van die plaas Rooipoort No. 229, wat 'n gedeelte van Hoewe No. 1 uitmaak, te eniger tyd te laat afbreek en verwyder. Hierdie verbeterings is nie hierbo genoem nie.

Hoewe No. 2.—Twee woonhuise, rondawelhuis, waenhuis, buitekamer, skuur, klipkraal, sekere omheining, 2 sifdraadkampe, vrugteboord, populierbos en 'n fontein.

Hoewe No. 3.—Twee woonhuise, klipskuur, sekere omheining, populierbos (nou onder water), bloekomplantasie en 'n put.

Hoewe No. 4.—Geen verbeterings, maar daar kan op sekere voorwaardes aan die suksesvolle applikant die reg verleen word om die woonhuis en sinkkamer op gedeelte O van die plaas Rooipoort No. 229, wat 'n gedeelte van Hoewe No. 1 uitmaak, af te breek en tot bevrediging van die Departement op hierdie hoewe op te rig.

Hoewe No. 5.—Sekere omheining. Daar kan op sekere voorwaardes aan die suksesvolle applikant die reg verleen word om die woonhuis en die waenhuis op gedeelte P van die plaas Rooipoort No. 229, wat 'n gedeelte van Hoewe No. 1 uitmaak, af te breek en tot bevrediging van die Departement op hierdie hoewe op te rig.

Hoewe No. 6.—Ongeveer 53 myl oos van die dorp Barberton en ongeveer 15 myl suid van die spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Geen.

Algemeen: Geskik vir beeste, bokke en basterskape. Die weiveld bestaan uit buffels-, rooi- en stinkgras.

Drakrag: 1 morg per stuks kleinvee en 5 morg per bees.

Gemiddelde reënval: 20 duim per jaar.

SPESIALE OPMERKINGS.

Die grense van die hoewes (behalwe Hoewe No. 6) loop slegs tot by die hoogste waterstandmerk en nie tot by die waterstandmerk nie.

'n Klousule sal in die huurkontrak ingevoeg word waarby daar van die huurders (uitgesonderd die huurder van Hoewe No. 6) vereis word om die oppervlakte tussen die hoogste waterstandmerk en die werklike waterstandmerk, vry van alle skadelike onkruid te hou en om sodanige maatreëls te tref as wat nodig geag mag word om besoedeling van die water in die dam te verhoed.

Die huurders van Hoewes Nos. 1 tot 5 word toegelaat om op hul eie risiko die grond (indien daar is) tussen die hoogste waterstandmerk en die werklike waterstandmerk te gebruik solank dit die Minister behaag of totdat dit deur die water van die dam oorstroom word, en onder geen omstandighede mag enige verbeterings op hierdie grond opgerig word nie.

Die Regering behou hom alle wateroppervlakteregte voor, soos die gebruik van bote en visvang in die dam.

Die Regering behou hom die reg voor om paaie te proklameer wat hy in die belang van die publiek of aangrensende hoewes nodig mag ag.

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 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 hoewe en stem hy toe dat die magistraatshof jurisdiksie het om al sulke sake te verhoor.

Improvements:—

Holding No. 1.—Dwelling-house, wagon-shed, rondavel, borehole, windmill and tank, lavatory, stone kraal, fowlrun and certain fencing.

Special Condition (Holding No. 1).—The Government reserves the right to demolish and remove at any time certain improvements on Portions O and P of the farm Rooipoort No. 229, which forms a portion of Holding No. 1. These improvements are not mentioned above.

Holding No. 2.—Two dwelling-houses, rondavel-house, wagon-shed, outbuildings, shed, stone kraal, certain fencing, two wire-netting enclosures, orchard, poplar trees and a spring.

Holding No. 3.—Two dwelling-houses, stone shed, certain fencing, poplar trees (now under water), blue-gum plantation and a well.

Holding No. 4.—No improvements, but the successful applicant may, subject to certain conditions, be granted the right to demolish the dwelling-house and corrugated iron room on Portion O of the farm Rooipoort No. 229, which forms a portion of Holding No. 1, and to erect same on this holding to the satisfaction of the Department.

Holding No. 5.—Certain fencing. The successful applicant may, subject to certain conditions, be granted the right to demolish the dwelling-house and wagon-shed on Portion P of the farm Rooipoort No. 229, which forms a portion of Holding No. 1, and to erect same on this holding to the satisfaction of the Department.

Holding No. 6.—Situate approximately 53 miles east of Barberton Township and approximately 15 miles south of Komatipoort Railway Station.

Improvements: Nil.

Water Supply: Nil.

General: Suitable for cattle, goats and bastard sheep. The grazing consists of buffels, red and stink grass.

Carrying Capacity: 1 morgen per head of small stock and 5 morgen per head of cattle.

Average Rainfall: 20 inches per annum.

SPECIAL REMARKS.

The boundaries of the holdings (excepting Holding No. 6) extend to the high flood level and do not go down to the full supply level.

A clause will be inserted in the lease requiring the lessees (excepting the lessee of Holding No. 6) to keep the area between the high flood level and the actual water clear of all noxious weeds and to take such measures as may be deemed necessary to prevent pollution of the water in the dam.

The lessees of Holdings Nos. 1 to 5 are allowed to use the land (if any) between the high flood level and full supply level at their own risk and at the pleasure of the Minister or until such time as it is submerged by the water of the dam and under no circumstances may any improvements be erected on this land.

All water surface rights, such as boating and fishing in the dam, are reserved to the Government.

The Government reserves the right to proclaim any roads which it may consider necessary in the interest of the public or of adjoining holdings.

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) *Inbesitneming*.—Die huurkontrakte wat uitgereik sal word, sal bepaalings 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 tot 5 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word, terwyl Hoewe No. 6 binne ses maande en vir minstens nege maande in elke kalenderjaar bewoon moet word.

Persoonlik en op nuttige wyse bewoon 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 bepalinge 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 oormoed, seeder of verhipoteker nie en geen natuurlike, kleurlinge of Asië, 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 as 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 die 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 aangewys mag word, gereeld en op die dag waarop dit verskuldig is, as huurgeld ooreenkomstig hierdie huurkontrak vry van enige korting hoëgenaamd, 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. Die huurder is nie geregtig op vergoeding van die Regering of van 'n prospekterder of kleimhouer in geval van ongelukke aan persone of diere, as gevolg van die bestaan van skagte, tunnels en ander toestande voortvloeiende uit prospekter- en/of mynbouwerkzaamhede 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 servitute wat spesiaal in verband staan met, en rus op die grond spes deur die Regering verkry of gehou, en is daarenteen geregtig tot die voordele van enige servituut ten gunste van die grond, wat nie nadruklik deur 'n spesiale voorwaarde in die huurkontrak uitgesluit is nie.

2. (a) *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 to 5 must be occupied within three months and for at least ten months in every calendar year while Holding No. 6 must be occupied within six months and for at least nine months in every calendar year.

Personal and beneficial occupation 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.

5. The lessee shall have no claim for compensation against the Government or against a prospector or claimholder 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. 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 verlé 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 myndoeleindes 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 bepalings 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.

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.

Koop Unie-leningssertifikate

Buy Union Loan Certificates

WET OP DIE KRIMINELE PROSEDURE EN BEWYS- LEWERING, 1917

(Wet No. 31 van 1917)

(Met Wysigings tot en met 1933)

Prys 2s. 6d.

Verkrygbaar by die Staatsdrukker, Pretoria
en Kaapstad

CRIMINAL PROCEDURE AND EVIDENCE ACT, 1917

(Act No. 31 of 1917)

(With Amendments up to and
including 1933)

Price 2s. 6d.

Obtainable from the Government Printer, Pretoria
and Cape Town