



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. CLXXIX.] PRYS 6d. PRETORIA, 28 JANUARIE 1955. PRICE 6d. [No. 5410.
28 JANUARY

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.

GOEWERMENSKENNISGEWING.

Onderstaande Goewermentskennisgewing word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 170.] [28 Januarie 1955.
PLASE TE HUUR.

Gedurende 'n tydperk van ses weke vanaf die datum van publikasie van hierdie kennisgewing (d.w.s. tot op 11 Maart 1955), kan daar by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 408, Pietermaritzburg, aansoek gedoen word om die huur van ondergemelde plase vir 'n tydperk van vyf (5) jaar sonder die opsie om dit te koop of die huurtermyn te verleng.

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

Alle aansoeke moet gestuur word aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 408, Pietermaritzburg, op vorms wat van hom of die Magistraat, Ubombo, verkrygbaar is.

GOVERNMENT NOTICE.

The following Government Notice is published for general information:—

DEPARTMENT OF LANDS.

* No. 170.] [28 January 1955.
FARMS TO LET.

Applications will be received at the office of the Provincial Representative, Department of Lands, P.O. Box 408, Pietermaritzburg, for the period of six weeks from the date of publication of this notice (thus expiring on the 11th March, 1955), for the lease of the under-mentioned farms for a period of five (5) years without the option to purchase or extension of the lease period.

The Minister of Lands reserves the right at any time to withdraw the farms offered by this notice.

All applications must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 408, Pietermaritzburg, on the forms which are obtainable from him or from the Magistrate, Ubombo.

PROVINSIE NATAL/PROVINCE OF NATAL.

DISTRIK UBOMBO/DISTRICT UBOMBO.

MKUZIGEBIED/MKUZU AREA.

Plaas Farm No.	NAAM VAN PLAAS.	NAME OF FARM.	Grootte naasteby. Approximate Area.	Jaarlikse huur. Yearly Rental.
1	LUTULI en/and NTANYENI		Acres. 2,893	£117
2	MAVELA en deel van Gekonsolideerde DUNGENESS	MAVELA and Portion of Consolidated DUNGENESS	2,404	£134
3	NONJILE en/and ARNHEIM		2,847	£131
4	ELGIN en deel van Gekonsolideerde DUNGENESS	ELGIN and Portion of Consolidated DUNGENESS	2,605	£128
5	Dele van Gekonsolideerde plase NAIRN en DUNGENESS	Portions of Consolidated farms NAIRN and DUNGENESS	2,876	£119
6	Deel van Gekonsolideerde NAIRN	Portion of Consolidated NAIRN	2,876	£83
7	GARTON en deel van EMATYENI	GARTON and Portion of EMATYENI	2,554	£114
8	MARCO POLO en deel van EMATYENI	MARCO POLO and Portion of EMATYENI	2,656	£108
9	IPIVA		2,828	£124
10	Deel van Gekonsolideerde MOOIHOEK	Portion of Consolidated MOOIHOEK	2,315	£103
11	Deel van Gekonsolideerde plase MOOIHOEK en NAIRN	Portion of Consolidated farms MOOIHOEK and NAIRN	2,517	£116
12	Deel van Gekonsolideerde IQINA	Portion of Consolidated IQINA	2,065	£102
13	Deel van Gekonsolideerde IQINA	Portion of Consolidated IQINA	2,498	£106

Plaas Farm No.	NAAM VAN PLAAS.	NAME OF FARM.	Grootte naasteby. Approximate Area.	Jaarlikse huur. Yearly Rental.
14	Deel van Gekonsolideerde ITENDELE	Portion of Consolidated ITENDELE	Acres. 2,051	£122
15	Deel van Gekonsolideerde ITENDELE	Portion of Consolidated ITENDELE	2,376	£103
16	Deel van Gekonsolideerde BROXBURN	Portion of Consolidated BROXBURN	2,347	£123
17	Deel van Gekonsolideerde BROXBURN	Portion of Consolidated BROXBURN	2,522	£108
18		DUKUMBANE	2,546	£131
19		CADILLAC	1,874	£80
20	COLEFORD en deel van CASTENET	COLEFORD and Portion of CASTENET	1,989	£95
21		OUBOET en/and BHUTAN	2,206	£115
22	EMSITA en deel van FENDA	EMSITA and Portion of FENDA	3,974	£65
23	SWELELA en deel van FENDA	SWELELA and Portion of FENDA	2,541	£127
24	KUNJANI, OMA, GEJA en deel van UMZABA	KUNJANI, OMA, GEJA and Portion of UMZABA	4,018	£82
25	MAMORE, CUNNINGHAM en HLATI	MAMORE, CUNNINGHAM and HLATI	3,294	£82
26	NEMORO, MELELO en PONDWENI	NEMORO, MELELO and PONDEWNI	3,202	£80
27	NDEBENI, EVENLY en MUNUNKWAZA	NDEBENI, EVENLY and MUNUNKWAZA	3,020	£76
28	ORKNEY, NOMANDELA, MOLALO en deel van MANDANA	ORKNEY, NOMANDELA, MOLALO and Portion of MANDANA	3,051	£80

BESONDERHEDE VAN PLASE.

Die besonderhede omtrent die plase is gegrond op beskikbare inligting, maar applikante moet hulself oortuig van die juistheid van die inligting wat verstrekk word.

Die aandag van applikante word spesiaal op onderstaande punte gevestig:—

- Die grense van die plase soos hulle te huur aangebied en op bygaande kaarte aangetoon word, is in baie gevalle nie die oorspronklike opgemete grense nie.
- Die afstande tussen die plase en die naaste dorpe en spoorwegstasies, wat hieronder vermeld word, word slegs by benadering verstrekk.
- Die plase is geleë in 'n gebied waar daar malaria en die veesiekte nagana is.
- Die Departement waarborg nie 'n watervoorraad uit enigeen van die boorgate wat onder die verbeterings op die plase in onderstaande lys vermeld word nie, en die huurders word aangeraai om water vir veeuiping op te gaar deur gronddamme te maak eerder as om te probeer om ondergrondse voorrade oop te boor;
- Die drakrag van die plase is soos volg:—
 - Plase Nos. 1 tot 21.—10 acres per stuks grootvee of 2 acres per stuks kleinvee.
 - Plaas No. 22.—18 acres per stuks grootvee of 4 acres per stuks kleinvee.
 - Plaas No. 23.—12 acres per stuks grootvee of 2½ acres per stuks kleinvee.
 - Plase Nos. 24 tot 28.—15 acres per stuks grootvee of 3 acres per stuks kleinvee.
- Onder geen omstandighede sal 'n voorskot vir die aankop van vee of uitrusting of vir die aanbring van verbeterings aan 'n huurder toegestaan word nie.

Plaas No. 1.

Verbeterings: Dippak (gebars) en enige grensheinings.
Ligging: 53 myl oos van Nongoma en 11 myl suid van Mkuzistatie.

Plaas No. 2.

Verbeterings: Woonhuis, pakkamers, motorhuis, twee rondawels, dippak en twee gronddamme.
Ligging: 50 myl oos van Nongoma en 8 myl wes van Mkuzistatie.

PARTICULARS OF FARMS.

The particulars regarding the farms are based on available information but applicants should satisfy themselves as to the correctness of the information furnished.

The attention of applicants is specially directed to the following:—

- The boundaries of the farms as offered for lease and depicted on the accompanying plans, are not, in many instances, the original surveyed boundaries.
- the distances from the farms to the nearest towns and railway stations, as given below, are approximate only.
- The farms are situate in an area subject to malaria and the cattle disease Nagana.
- The Department does not guarantee a water supply from any of the boreholes mentioned amongst the improvements on the farms listed hereunder, and the lessees are advised to conserve water for stock-drinking purposes by the construction of earth dams rather than by attempts to open up subterranean supplies.
- The carrying capacity in respect of the farms is as follows:—
 - Farms Nos. 1 to 21.—10 acres per head of large stock or 2 acres per head of small stock.
 - Farm No. 22.—18 acres per head of large stock or 4 acres per head of small stock.
 - Farm No. 23.—12 acres per head of large stock or 2½ acres per head of small stock.
 - Farms Nos. 24 to 28.—15 acres per head of large stock or 3 acres per head of small stock.
- Under no circumstance will an advance be granted to a lessee for the purchase of stock or equipment or for effecting improvements.

Farm No. 1.

Improvements: Dipping tank (cracked) and some boundary fencing.

Situation: 53 miles east of Nongoma and 11 miles south of Mkuzi Station.

Farm No. 2.

Improvements: Dwelling-house, storerooms, garage, two rondavels, dipping tank, two earth dams.

Situation: 50 miles east of Nongoma and 8 miles west of Mkuzi Station.

Plaas No. 3.

Verbeterings: Omheining, twee boorgate, twee windpompe, twee watertenks, drie gronddamme en twee drinkbakke.

Ligging: 56 myl oos van Nongoma en 5 myl wes van Sihlepustasie.

Plaas No. 4.

Verbeterings: Twee woonhuise, pakkamers, bediende-kamer, twee dipbakke, omheining en twee gronddamme.

Ligging: 45 myl oos van Nongoma en 1½ myl wes van Sihlepustasie.

Spesiale opmerking.—'n Woonhuis, pakkamer en dipbak op hierdie plaas is nie by die huur van die grond ingesluit nie maar die huurder is verantwoordelik vir die behoorlike instandhouding van dié verbeterings. Die Departement behou hom die reg voor om 'n afsonderlike huurkontrak ten opsigte daarvan aan te gaan, en in so 'n geval moet die huurder van die plaas geskikte toegang daartoe verleen.

Plaas No. 5.

Verbeterings: Dipbak, kraal en omheining.

Ligging: 55 myl oos van Nongoma en 8 myl suid van Bialastasie.

Plaas No. 6.

Verbeterings: Geen.

Ligging: 55 myl oos van Mtubatuba en 8 myl wes van Bialastasie.

Plaas No. 7.

Verbeterings: Woonhuis, motorhuis, boorgat, windpomp, suipbakke en gronddam.

Ligging: 60 myl noord van Mtubatuba en 12 myl suid van Mkuzistasie.

Plaas No. 8.

Verbeterings: Dipbak.

Ligging: 60 myl noord van Mtubatuba en 12 myl suid van Mkuzistasie.

Plaas No. 9.

Verbeterings: Dipbak, omheining, boorgat, suipbakke, krale en melkkamer.

Ligging: 68 myl noordwes van Mtubatuba en 11 myl wes van Bialastasie.

Plaas No. 10.

Verbeterings: Woonhuis en omheining.

Ligging: 60 myl noord van Mtubatuba en 7 myl wes van Bialastasie.

Plaas No. 11.

Verbeterings: Woonhuis, boorgat, suipbak, dipbak en omheining.

Ligging: 60 myl noord van Mtubatuba en 7 myl wes van Bialastasie.

Plaas No. 12.

Verbeterings: Woonhuis, dipbak en omheining.

Ligging: 56 myl noord van Mtubatuba en 4 myl wes van Bialastasie.

Plaas No. 13.

Verbeterings: Boorgat, opgaardam, suipbak, omheining en gronddam.

Ligging: 55 myl noord van Mtubatuba en 3 myl wes van Bialastasie.

Spesiale opmerking.—Die vrye gebruik van die skietbaan op hierdie plaas word voorbehou aan die Goewerment of 'n persoon of groep persone wat hy daartoe gemagtig het. Die huurder is nie tot vergoeding vir skade of verlies wat as gevolg van die gebruik van die skietbaan ontstaan, geregtig nie, maar daar sal 'n redelike tyd vooraf kennis aan hom gegee word om sy vee uit die omgewing van die skietbaan te verwyder voordat daar geskiet word.

Farm No. 3.

Improvements: Fencing, two boreholes, two windmills, two water tanks, three earth dams and two drinking troughs.

Situation: 56 miles east of Nongoma and 5 miles west of Sihlepu Station.

Farm No. 4.

Improvements: Two dwelling-houses, storerooms, servants' room, two dipping tanks, fencing and two earth dams.

Situation: 45 miles east of Nongoma and 1½ miles west of Sihlepu Station.

Special Note.—A dwelling-house, storeroom and a dipping tank on this farm are not included in the lease of the land, but the lessee shall be responsible for the maintenance of the structures in a proper state of repair. The Department reserves the right to conclude a separate lease in respect thereof and in that event the lessee of the farm shall permit suitable access thereto.

Farm No. 5.

Improvements: Dipping tank, kraal and fencing.

Situation: 55 miles east of Nongoma and 8 miles south of Biala Station.

Farm No. 6.

Improvements: Nil.

Situation: 55 miles north of Mtubatuba and 8 miles west of Biala Station.

Farm No. 7.

Improvements: Dwelling-house, garage, borehole, windmill, drinking troughs and earth dam.

Situation: 60 miles north of Mtubatuba and 12 miles south of Mkuzi Station.

Farm No. 8.

Improvements: Dipping tank.

Situation: 60 miles north of Mtubatuba and 12 miles south of Mkuzi Station.

Farm No. 9.

Improvements: Dipping tank, fencing, borehole, drinking troughs, kraal and dairy.

Situation: 68 miles north-west of Mtubatuba and 11 miles west of Biala Station.

Farm No. 10.

Improvements: Dwelling-house and fencing.

Situation: 60 miles north of Mtubatuba and 7 miles west of Biala Station.

Farm No. 11.

Improvements: Dwelling-house, borehole, drinking trough, dipping tank and fencing.

Situation: 60 miles north of Mtubatuba and 7 miles west of Biala Station.

Farm No. 12.

Improvements: Dwelling-house, dipping tank and fencing.

Situation: 56 miles north of Mtubatuba and 4 miles west of Biala Station.

Farm No. 13.

Improvements: Borehole, reservoir, drinking trough, fencing and earth dam.

Situation: 55 miles north of Mtubatuba and 3 miles west of Biala Station.

Special Note.—The free use of the rifle range on this farm is reserved to the Government or any person or body of persons authorised by it. The lessee shall not be entitled to compensation for loss or damage arising from the use of the rifle range, but he shall be given reasonable notice to remove his stock from the vicinity of the rifle range before any shoot takes place.

Plaas No. 14.

Verbeterings: Woonhuis, buitegeboue, waskamer, masjienkamer, melkkamer, pakkamers, hooirak, boorgat, dipbak, opgaardam, suipbak en omheining.

Ligging: 60 myl noord van Mtubatuba en digby Bialastasie.

Spesiale opmerking.—'n Terrein van ongeveer $\frac{1}{4}$ acre waarop die geboue van die Biala-winkel staan, word uitgehou. Vrye toegang tot die winkel word aan die publiek voorbehou.

Plaas No. 15.

Verbeterings: Boorgat en omheining.

Ligging: 58 myl noord van Mtubatuba. Bialastasie is op die plaas.

Spesiale opmerking.—'n Weikamp wat ongeveer 9 acres groot is en aan die Biala-winkelterrein grens, word uitgehou en vir gebruik deur die huurder van die winkel voorbehou.

Plaas No. 16.

Verbeterings: Twee woonhuise, motorhuis, melkkamer, krale, bediendekamers, omheining, boorgat en drie gronddamme.

Ligging: 60 myl noordwes van Mtubatuba en $4\frac{1}{2}$ myl noord van Bialastasie.

Spesiale opmerkings:—

- (1) 'n Woonhuis op hierdie plaas is nie by die huur van die grond ingesluit nie, maar die huurder is verantwoordelik vir die behoorlike instandhouding van dié verbetering. Die Departement behou hom die reg voor om 'n afsonderlike huurkontrak ten opsigte daarvan aan te gaan, en in so 'n geval moet die huurder geskikte toegang daartoe verleen.
- (2) In die huurkontrak ten opsigte van hierdie plaas word daar voorsiening gemaak vir 'n veiligheidsbaan in verband met die skietbaan op die aangrensende plaas Iqina, en die huurder is nie tot vergoeding vir skade of verlies wat as gevolg van die gebruik van die skietbaan ontstaan, geregtig nie, maar daar sal 'n redelike tyd vooraf kennis aan hom gegee word om sy vee uit die omgewing van die veiligheidsbaan te verwyder voordat daar geskiet word.

Plaas No. 17.

Verbeterings: Dipbak, opgaardam, omheining en twee gronddamme.

Ligging: 60 myl noordwes van Mtubatuba en $4\frac{1}{2}$ myl noord van Bialastasie.

Plaas No. 18.

Verbeterings: Woonhuis, motorhuis, boorgat, windpomp, opgaardam, suipbak, dipbak en omheining.

Ligging: 30 myl wes van Hlabisa en 18 myl oos van Mhlosingastasie.

Spesiale opmerking.—'n Terrein van ongeveer 5 acres waarop die geboue van die Dukumbane-winkel staan, word uitgehou. Vrye toegang tot die winkel word aan die publiek voorbehou.

Plaas No. 19.

Verbeterings: Dipbak, omheining en twee gronddamme.

Ligging: 46 myl noord van Mtubatuba en vier myl oos van Mhlosingastasie.

Spesiale opmerking.—'n Sekere grensheining wat aan 'n aangrensende eienaar behoort, is nie op die werklike grenslyn van die plaas nie. Die reg om die heining na die werklike grenslyn te verskuif, word aan genoemde aangrensende eienaar voorbehou.

Plaas No. 20.

Verbeterings: Woonhuis, boorgat, windpomp, omheining en gronddamme.

Ligging: 45 myl noord van Mtubatuba en 2 myl noord van Mhlosingastasie.

Farm No. 14.

Improvements: Dwelling-house, outhouses, washroom, engine room, dairy, store sheds, hayrack, borehole, dipping tank, reservoir, drinking trough and fencing.

Situation: 60 miles north of Mtubatuba and at Biala Station.

Special Note.—A site, in extent approximately $\frac{1}{4}$ acre, containing the buildings of the Biala Store is excluded from the lease of this farm. Free access to the store is reserved for the public.

Farm No. 15.

Improvements: Borehole and fencing.

Situation: 58 miles north of Mtubatuba. Biala Station is on the farm.

Special Note.—A grazing camp, in extent approximately 9 acres, adjoining the Biala Store site, is excluded from this lease and is reserved for the use of the lessee of the store.

Farm No. 16.

Improvements: Two dwelling-houses, garage, dairy, kraals, servants' quarters, fencing, borehole and three earth dams.

Situation: 60 miles north-west of Mtubatuba and $4\frac{1}{2}$ miles north of Biala Station.

Special Notes.—

- (1) A dwelling-house on this farm is not included in the lease of the land, but the lessee shall be responsible for the maintenance of the structure in a proper state of repair. The Department reserves the right to conclude a separate lease in respect thereof and in that event the lessee of the farm shall permit suitable access thereto.
- (2) The lease of this farm is subject to a safety zone in connection with the rifle range on the adjoining farm Iqina and the lessee shall not be entitled to compensation for loss or damage arising from the use of the rifle range, but he shall be given reasonable notice to remove his stock from the vicinity of the safety zone before any shoot takes place.

Farm No. 17.

Improvements: Dipping tank, reservoir, fencing and two earth dams.

Situation: 60 miles north-west of Mtubatuba and $4\frac{1}{2}$ miles north of Biala Station.

Farm No. 18.

Improvements: Dwelling-house, garage, borehole, windmill, reservoir, drinking trough, dipping tank and fencing.

Situation: 30 miles west of Hlabisa and 18 miles east of Mhlosinga Station.

Special Note.—A site, in extent approximately 5 acres, containing the buildings of the Dukumbane Store is excluded from the lease of this farm. Free access to the store is reserved for the public.

Farm No. 19.

Improvements: Dipping tank, fencing, two earth dams.

Situation: 46 miles north of Mtubatuba and 4 miles east of Mhlosinga Station.

Special Note.—Certain fencing belonging to an adjoining owner is not on the true boundary of the farm. The right is reserved for the said adjoining owner to move the fence to the true boundary.

Farm No. 20.

Improvements: Dwelling-house, borehole, windmill, fencing and earth dams.

Situation: 45 miles north of Mtubatuba and two miles north of Mhlosinga Station.

Plaas No. 21.

Verbeterings: Woonhuis, motorhuis, twee opgaardamme, twee suipbakke, dipbak, pakkamer, omheining, boorgat en twee gronddamme.

Ligging: 50 myl suidoos van Nongoma en drie myl suidoos van Sihlepustasie.

Plaas No. 22.

Verbeterings: Omheining en 4 gronddamme.

Ligging: 60 myl noord van Mtubatuba en 16 myl oos van Mhlosingastasië.

Plaas No. 23.

Verbeterings: Woonhuis, rondawels, dipbak, boorgat, watertanks, pakkamers, motor huis, opgaardam, omheining en verskeie gronddamme.

Ligging: 60 myl noord van Mtubatuba en 16 myl oos van Mhlosingastasië.

Plaas No. 24.

Verbeterings: Omheining.

Ligging: 62 myl noord van Mtubatuba en 20 myl oos van Mhlosingastasië.

Plaas No. 25.

Verbeterings: Geen.

Ligging: 64 myl noord van Mtubatuba en 22 myl oos van Mhlosingastasië.

Plaas No. 26.

Verbeterings: Geen.

Ligging: 62 myl noord van Mtubatuba en 24 myl oos van Mhlosingastasië.

Plaas No. 27.

Verbeterings: Geen.

Ligging: 62 myl noord van Mtubatuba en 24 myl oos van Mhlosingastasië.

Plaas No. 28.

Verbeterings: Omheining.

Ligging: 60 myl noord van Mtubatuba en 18 myl oos van Mhlosingastasië.

ALGEMENE VOORWAARDES.

(1) Die huurkontrak, wat vir 'n tydperk van 5 jaar geldig is, neem 'n aanvang op die eerste dag van die maand wat volg op die datum waarop die Departement kennis gee van die toekenning.

(2) Die huurgeld moet jaarliks vooruitbetaal word by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Pietermaritzburg, of aan 'n amptenaar wat van tyd tot tyd vir dié doel aangestel mag word.

(3) Die verhuurder het te alle tye die reg om die huurkontrak na negentig (90) dae skriftelike kennisgewing te beëindig indien die Goewerment die grond of 'n gedeelte daarvan vir nedersettingsdoeleindes of vir 'n ander doel nodig het.

(4) Die huurder is verantwoordelik vir die oppas en instandhouding van alle verbeterings wat op die grond mag bestaan of wat gedurende die huurtermyn aangebring mag word en moet tot tevredenheid van die verhuurder stappe doen om dit op te pas en in stand te hou.

(5) Die huurder moet die grond uitsluitend tot sy eie voordeel ontwikkel en gebruik en daar mag geen handel op die grond gedryf word nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is.

(6) Die huurder mag nie die grond of 'n deel daarvan verhuur of sy belange in die huurkontrak oormak, seeder of verhipotekeer nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is, en geen Naturelle, Kleurlinge of Asië, uitgesonderd die huurder se *bona fide* werknemers of dié Naturelle wat reeds op die grond gewoon het voordat die huurkontrak 'n aanvang geneem het, mag toegelaat word om op die grond te woon nie.

Farm No. 21.

Improvements: Dwelling-house, garage, two reservoirs, two drinking troughs, dipping tank, storeroom, fencing, borehole and two earth dams.

Situation: 50 miles south-east of Nongoma and three miles south-east of Sihlepu Station.

Farm No. 22.

Improvements: Fencing and four earth dams.

Situation: 60 miles north of Mtubatuba and 16 miles east of Mhlosinga Station.

Farm No. 23.

Improvements: Dwelling-house, rondavels, dipping tank, borehole, water tanks, storerooms, garage, reservoir, fencing and various earth dams.

Situation: 60 miles north of Mtubatuba and 16 miles east of Mhlosinga Station.

Farm No. 24.

Improvements: Fencing.

Situation: 62 miles north of Mtubatuba and 20 miles east of Mhlosinga Station.

Farm No. 25.

Improvements: Nil.

Situation: 64 miles north of Mtubatuba and 22 miles east of Mhlosinga Station.

Farm No. 26.

Improvements: Nil.

Situation: 62 miles north of Mtubatuba and 24 miles east of Mhlosinga Station.

Farm No. 27.

Improvements: Nil.

Situation: 62 miles north of Mtubatuba and 24 miles east of Mhlosinga Station.

Farm No. 28.

Improvements: Fencing.

Situation: 60 miles north of Mtubatuba and 18 miles east of Mhlosinga Station.

GENERAL CONDITIONS.

(1) The lease, which shall be valid for a period of five years, shall commence on the first of the month following upon the date of notice of allotment by the Department.

(2) The rental shall be paid yearly in advance at the office of the Provincial Representative, Department of Lands, Pietermaritzburg, or to such official as may from time to time be appointed for this purpose.

(3) The lessor shall have the right at all times, upon giving ninety (90) days' notice, in writing, of terminating the lease should the land or a portion thereof be required by the Government for settlement purposes or for any other purpose.

(4) The lessee shall be responsible and shall take steps to the satisfaction of the lessor, for the care and maintenance of all improvements which may exist on the land or which may be affected during the tenure of the lease.

(5) The lessee shall develop and use the land exclusively for his own benefit and no trading shall be conducted on the land without the prior written consent of the lessor.

(6) The lessee shall not, without the prior written consent of the lessor, let the land or any part thereof, nor cede, assign or hypothecate his interests in the lease and no Natives, Coloureds or Asiatics, except the lessee's *bona fide* employees, or those Natives who may have been in residence before the commencement of the lease, shall be allowed to reside on the land.

(7) Die verhuurder behou hom die reg voor om die getal persone wat op die grond mag woon, te beperk.

(8) (a) Die grond moet uitsluitend vir landbou- en wêreldoeleindes gebruik word.

(b) Die drakrag van die grond is soos hierbo aangedui, en hierdie drakrag mag nie oorskry word nie. Die verhuurder behou hom egter die reg voor om die getal vee wat toegelaat word, te verminder of te vermeerder indien hy dit nodig of wenslik ag.

(c) Die huurder mag nie iemand anders se vee op die grond toelaat nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is.

(9) (a) Die huurder mag nie bome op die grond afkap, verniel of beskadig nie tensy die toestemming van die verhuurder vooraf verkry is, en sonder daardie toestemming mag geen droë hout of bome wat met die toestemming van die verhuurder ontwortel of afgekap is, verkoop of van die grond verwyder word nie; met dien verstande dat die huurder die reg het om sonder sodanige toestemming droë hout op die grond as brandstof of vir huishoudelike doeleindes te gebruik.

(b) Die huurder is verantwoordelik vir die uitroeiing van skadelike onkruid en ongediertes op die grond en moet dié stappe in verband daarmee doen wat die verhuurder mag vereis.

(c) Die huurder is verantwoordelik vir die tref van redelike grondbewaringsmaatreëls en vir die instandhouding van die vrugbaarheid van die grond. Ingeval die verhuurder koste aangaan in verband met veldbewaringsmaatreëls kragtens die Veldbewaringswet van 1946 en/of vir die oprigting van grensomheinings op die grond, word die huurgeld vermeerder met 'n bedrag gelyk aan ses persent (6%) rente op die bedrag van sodanige koste, en die huurder verbind hom om sodanige verhoogde huurgeld te betaal.

(10) Die huurder is verantwoordelik vir die stiptelike betaling van al die belastinge wat as gevolg van die huurkontrak op die eiendom betaalbaar mag wees.

(11) (a) Alle regte van weg, paaie en deurgange wat op die grond bestaan, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlé word. As die verhuurder dit nodig ag, is die huurder verplig om aan 'n aangrensende of naburige huurder of eienaar 'n noodweg of -pad na of van die grond van sodanige aangrensende of naburige huurder of eienaar in 'n geskikte rigting na die naaste publieke pad te gee.

(b) Die grond is onderworpe aan die algemene reg van alle reisigers om op geskikte plekke daarop hoogstens vier-en-twintig (24) uur lank uit te span, tensy hulle om 'n goeie rede langer opgehou word, soos bepaal by Wet (Natal) No. 9 van 1870, of 'n wysiging daarvan, en aan ander regulasies betreffende uitspannings wat later noodsaaklik geag en op bevoegde gesag in die belang van die publiek uitgevaardig mag word.

(12) (a) Die huurder moet gedurende die huurtermyn en op eie verantwoordelikheid en koste pogings tot tevredenheid van die verhuurder aanwend om voorsiening vir 'n voldoende watervoorraad op die grond te maak, en hy moet binne ses maande vanaf die aanvangsdatum van die huurkontrak daarmee begin.

(b) Die huurder mag geen water uit 'n boorgat wat reeds mag bestaan of wat hy mag maak, haal nie tensy hy dit doen deur middel van 'n behoorlik geïnstalleerde pomp-toestel.

(c) Die Departement van Besproeiing en/of enige ander Staatsdepartement het te alle tye die reg om, sonder betaling van vergoeding, water uit 'n boorgat of dam op die grond vir hul doeleindes te neem.

(13) Die huurder mag geen wild op die grond vang, jag of skiet nie.

(7) The lessor reserves the right to limit the number of persons who may reside on the land.

(8) (a) The land shall be used for agricultural and pastoral purposes only.

(b) The carrying capacity of the land is as indicated above and this carrying capacity shall not be exceeded. The lessor, however, reserves the right to decrease or increase the number of stock permitted should he deem such action necessary or desirable.

(c) The lessee shall not, without the prior written consent of the lessor, allow the stock of any other person on the land.

(9) (a) The lessee shall not, without the prior written consent of the lessor, fell, destroy or damage any trees on the land and without such consent no dead wood or trees which may, with the permission of the lessor, have been uprooted or felled, shall be sold or removed from the land; provided that the lessee shall have the right to use any dead wood in the land as fuel or for domestic purposes without such permission.

(b) The lessee shall be responsible for the eradication of noxious weeds and the extermination of vermin on the land and shall take such steps in connection therewith as the lessor may require.

(c) The lessee shall be responsible for taking reasonable soil conservation measures and for the preservation of the fertility of the land. Should the lessor incur any costs in connection with any soil conservation measures in terms of the Soil Conservation Act of 1946 and/or for the erection of boundary fencing on the land, the rental shall be increased by an amount equivalent to six per cent (6%) interest on the amount of such costs and the lessee undertakes to pay such increased rental.

(10) The lessee shall be responsible for the prompt payment of all such rates as may be payable in respect of the property, as a result of the lease.

(11) (a) All rights of way, roads and thoroughfares which exist on the land shall remain free and uninterrupted, unless closed or deviated by order of a competent authority. The lessee shall be bound to grant to any adjacent or neighbouring lessee or owner a way or road of necessity to or from the land of such adjacent or neighbouring lessee or owner in a suitable direction to the nearest public road should this be deemed necessary by the lessor.

(b) The land shall be subject to the general right of all travellers to outspan thereon in suitable places for not more than twenty-four (24) 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.

(12) (a) The lessee shall during the lease period and commencing not later than six months from the date of commencement of this lease, at his own cost and on his own responsibility, endeavour to the satisfaction of the lessor, to provide an adequate water supply on the land.

(b) The lessee shall not take water from any borehole which may exist or which he may sink, except by means of a properly installed pumping plant.

(c) The Department of Irrigation and/or any other Government Department shall at all times have the right to take water from any boreholes or dams on the land for their purposes without payment of compensation.

(13) The lessee shall not capture, hunt or shoot any game on the land.

(14) Die huurder het hoegenaamd geen aanspraak op die betaling van vergoeding ten opsigte van verbeterings wat hy op die grond mag aanbring nie. Die huurder is, ingeval van die beëindiging van die huurkontrak, daartoe geregtig om voor of op die datum waarop die huurkontrak ten einde loop, alle verbeterings wat hy aangebring mag het, van die grond te verwyder, en alle verbeterings wat teen sodanige datum nie van die grond verwyder is nie, word die eiendom van die verhuurder.

(15) Indien die huurkontrak te eniger tyd beëindig word met die oog daarop om die grond vir nedersettingsdoeleindes ingevolge die bepalinge van die Kroongrond Nederzettinge Wet, No. 12 van 1912, beskikbaar te stel en die Landraad ag dit wenslik dat verbeterings wat die huurder aangebring mag het en wat volgens die mening van daardie liggaam die waarde van die grond as 'n nedersettingshoewe verhoog, deur die Goewerment oorgeneem moet word, is die verhuurder daartoe geregtig om sodanige verbeterings van die huurder oor te neem teen betaling van dié vergoeding wat die verhuurder op aanbeveling van die Landraad mag bepaal.

(16) Amptenare of verteenwoordigers van die Goewerment het die reg om te alle tye die grond te betree in verband met die uitvoering van pligte wat hulle opgelê mag word.

(17) Die grond is onderworpe aan alle servitute wat spesiaal daarop betrekking het of waarmee dit beswaar is, en die huurder is geregtig tot die voordele van enige servituut ten gunste van die grond, wat nie uitdruklik deur 'n voorwaarde in die huurkontrak uitgesluit is nie.

(18) Die verhuurder is onder geen omstandighede aanspreeklik vir enige verlies, skade of ongerief wat die huurder mag ly as gevolg van die aanwesigheid, hetsy met of sonder die medewete van die verhuurder, van enige persoon of vee op die grond, of vir die verwydering van sodanige persoon of vee nie.

(19) Die verhuurder kan die huurkontrak onmiddellik beëindig in geval van die verbreking of nie-nakoming, deur die huurder, van enigeen van die voorwaardes van die huurkontrak en in geval van sodanige beëindiging van die huurkontrak, is die huurder nie tot terugbetaling van enige deel van die huurgeld wat hy mag betaal het, geregtig nie.

(20) Die huurder erken dat, indien daar besluit mag word om die grond kragtens die Kroongrond Nederzettinge Wet, No. 12 van 1912, soos gewysig, toe te ken of op 'n ander manier te vervreem, die huurkontrak geen voorkeur aan hom, ingeval hy 'n applikant is, bo ander applikante verleen nie.

(21) Die verhuurder verbind hom nie om die grense van die grond aan te wys of om koste in verband met die aanwys van grense te dra nie.

(22) Waar daar 'n dipbak op die grond is, is die huurder verantwoordelik vir die instandhouding van die dip tot tevredenheid van die Goewerment maar sal, as vergoeding daarvoor, geregtig wees om van die gebruikers gelde te vorder ooreenkomstig die tarief wat die Goewerments-veearts van die distrik van tyd tot tyd vasstel. Die dipbak moet te alle redelike tye beskikbaar vir gebruik wees, en die nodige reg van toegang daartoe moet deur die huurder toegestaan word.

(23) Alle kennisgewings en aanmanings wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik aan hom beteken as hulle aan hom op die verhuurde grond geadresseer en per geregistreerde pos versend is, en vir die doeleindes van regsdinge of geskille wat uit die huurkontrak voortspruit of daarmee in verband staan, kies die huurder die grond as sy *domicilium citandi et executandi* en stem hy daartoe in om hom in al sulke sake aan die jurisdiksie van die magistratuurshof te onderwerp.

(14) The lessee shall have no claim whatsoever to payment of any compensation in respect of any improvements which he may effect on the land. In the event of the termination of the lease, the lessee shall be entitled to remove all improvements which may have been effected by him on the land, not later than the date on which the lease terminates and any improvements which have not been removed by such date, shall become the property of the lessor.

(15) Should the lease at any time be terminated with the view to making the land available for settlement purposes in terms of the Land Settlement Act, No. 12 of 1912, and the Land Board considers it desirable that any improvements, which may have been effected by the lessee and which are calculated by that body to increase the value of the land as a settlement holding should be taken over by the Government, the lessor shall be entitled to take over such improvements from the lessee on payment of such compensation as the lessor, on the recommendation of the Land Board, may determine.

(16) Officials or representatives of the Government shall have the right at all times to enter upon the land in connection with the execution of any duties which may be imposed on them.

(17) The land shall be subject to all servitudes specially relating thereto or encumbering it and the lessee shall be entitled to the benefits of any servitude in favour of the land, not expressly excluded by a condition of the lease.

(18) In no circumstances shall the lessor be liable for any loss, damage or inconvenience which the lessee may suffer by reason of the presence on the land of any person or of any stock, whether with or without the knowledge of the lessor, or for the removal of any such person or stock.

(19) The lease shall be subject to immediate termination by the lessor in the event of contravention of or non-compliance with any of the conditions of the lease by the lessee and in the event of such termination of the lease, the lessee shall not be entitled to a refund of any portion of the rental which he may have paid.

(20) The lessee acknowledges that should it be decided to allot the land in terms of the Land Settlement Act, No. 12 of 1912, as amended, or otherwise to alienate it, the lease shall not entitle him, in the event of his being an applicant to preference over other applicants.

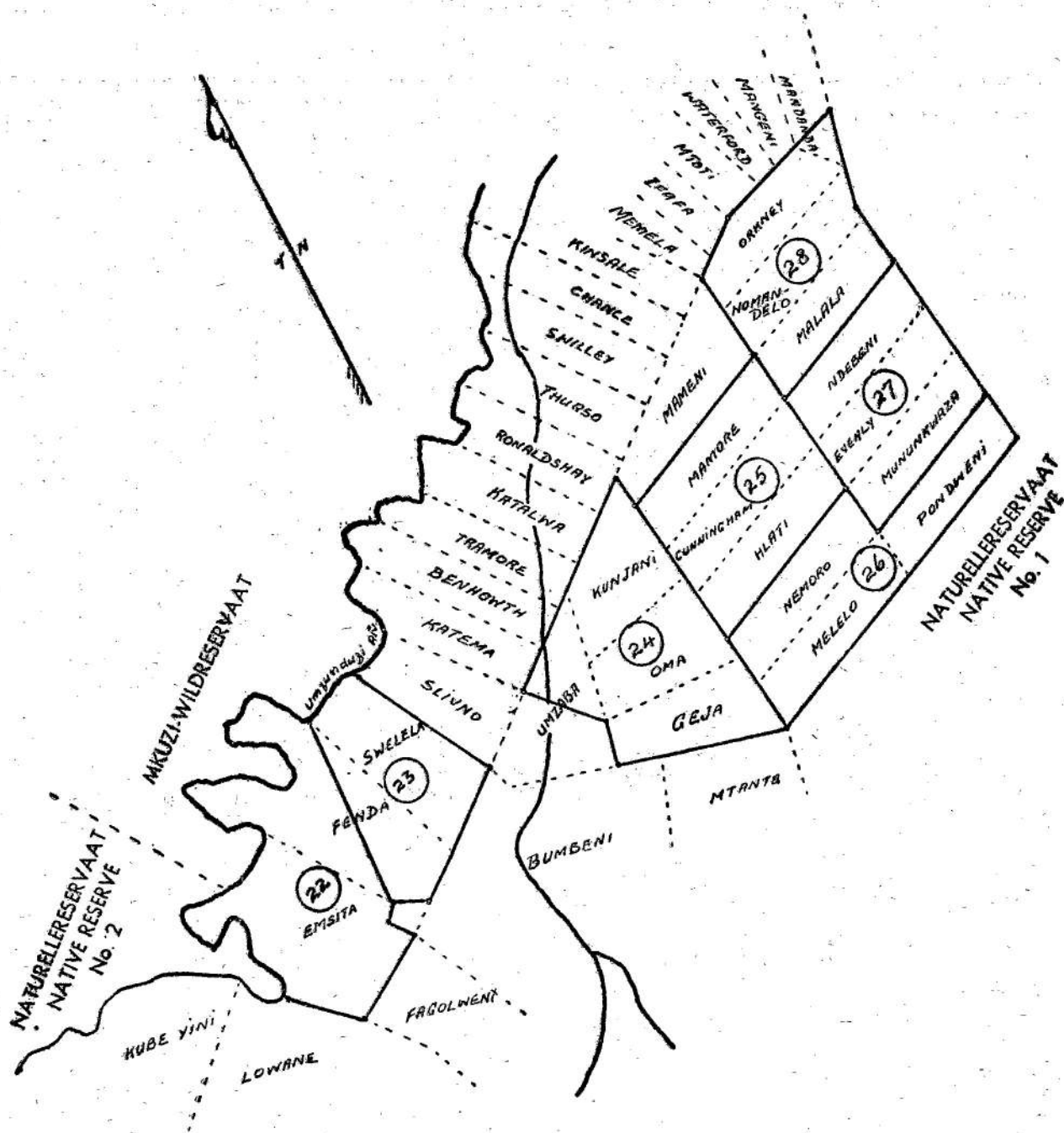
(21) The lessor does not undertake to indicate the boundaries of the land to the lessee or to bear any costs in connection with the pointing out of the boundaries.

(22) Where there is a dipping tank on the land the lessee will be responsible for the maintenance of the dipping tank to the satisfaction of the Government, but will as compensation be entitled to charge the users a fee in accordance with the tariff fixed by the Government Veterinary Officer of the district from time to time. The dipping tank must be available for use at all reasonable times and the necessary rights for access thereto must be granted by the lessee.

(23) 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 land leased 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 chooses the land as his *domicilium citandi et executandi* and agrees to submit to the jurisdiction of the Magistrate's Court in all such cases.

[illegible]

OOSTELIKE MKUZI-PLASE EASTERN MKUZI FARMS



Koop Unie-leningcertifikate

Buy Union Loan Certificates

INVOERDERS UITVOERDERS NYWERAARS

teken in op



„HANDEL EN NYWERHEID”

**Die maandblad
van die Departement van Handel en Nywerheid**

INTEKENGELD: In die Unie van S.A., Suidwes-Afrika, Betsjoeanaland-Protektoraat, Swasieland, Basoetoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Niassaland, Tanganjika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria

VERSKYN IN ALBEI AMPTELIKE TALE

Hierdie tydskrif bevat o.a. 'n maandelikse ekonomiese oorsig (met statistiek) van besigheids- en nywerheidstoestande in die Unie, die jongste departementele inligting oor afsetmoontlikhede vir Unie-produkte in lande waar die Unie oorsese handelsverteenvoordigers het, lysie van handelsnavrae, besonderhede in verband met nywerheidsbedrywighede in die Unie, die jongste aspekte van prys- en voorradebeheer, die meeste verslae (volledig) van die Raad van Handel en Nywerheid, en artikels van 'n algemene aard oor die handel en nywerheid

IMPORTERS EXPORTERS INDUSTRIALISTS

subscribe to



“COMMERCE & INDUSTRY”

**The monthly Journal
of the Department of Commerce and Industries**

SUBSCRIPTION: In the Union of S.A., S.W.A., Bechuanaland Protectorate, Swaziland, Basutoland, Southern and Northern Rhodesia, Mocambique, Angola, Belgian Congo, Nyassaland, Tanganyika, Kenya and Uganda—6d per copy or 5/- (7/6 elsewhere) per annum, payable in advance to The Government Printer, Pretoria

PUBLISHED IN BOTH OFFICIAL LANGUAGES

This Journal embodies *inter alia* a monthly economic review (with statistics) of business and industrial conditions in the Union, the latest Departmental information on market possibilities for Union products in countries at present covered by the Union's Overseas Trade Representatives, lists of trade enquiries, items of industrial activity in the Union, the latest information on price and commodity control, most reports (unabridged) of the Board of Trade and Industries, and articles of a general nature in connection with commerce and industry