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UNION OF SOUTH AFRICA

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UITENGEWONE

EXTRAORDINARY

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

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

GOEWERMENSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 498.]

[11 Maart 1955.

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

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 21 April 1955 verstryk), kan daar by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, 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 koop-huurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalings van die Kroongrond Nederzetting 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 7 moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, en om Hoewes Nos. 8 tot 13 aan die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adresse, by die Magistrate van die afdelings waarin die hoewes geleë is of by Inspekteurs van Lande in wie se inspeksieafdelings die hoewes val.

A—117430

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 498.]

[11 March 1955.

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

Applications will be received at the offices of the Provincial Representative, Department of Lands, Cape Town, 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 21st April, 1955), 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 7 must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, and applications for Holdings Nos. 8 to 13 must be forwarded to the Provincial Representative, Department of Lands, Cape Town, 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.

PROVINSIE/PROVINCE TRANSVAAL.

DISTRIK/DISTRICT PIETERSBURG.

Hoewe No. Holding No.	HOEWES BESKIKBAAR.	HOLDINGS FOR DISPOSAL.	Grootte. Area.		Koop- prys. Purchase Price.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. Rental during Lease Period 1st and 2nd Years, Nil.		Jaarlikse paaieimente van koopprys (rente inbegrepe). Yearly Purchase Instalments (including Interest).
	Naam en nommer.	Name and Number.	Morg. Morgen.	Vk. roede. Sq. Roods.		3de jaar, jaarlikse huur. 3rd Year, Yearly Rental.	4de en 5de jaar, jaarlikse huur. 4th and 5th Year, Yearly Rental.	
1	Gedeelte 3 (n gedeelte van gedeelte A) van die plaas LEEUWKUIL No. 357	Portion 3 (a portion of Portion A) of the farm	400	—	£ 3,965	£ s. d. 79 6 0	£ s. d. 178 8 6	£ s. d. 187 16 11

DISTRIK WARMBAD/DISTRICT WARBATHS.

2	Gedeeltes 1 en 2 van die plaas BOEKENHOUTPLAAT No. 60	Portions 1 and 2 of the farm	214·9755	—	1,870	37 8 0	84 3 0	88 11 11
3	Die resterende gedeelte van Gedeelte No. 2 van Gedeelte F van die plaas CYFERFONTEIN No. 57	The remaining extent of Portion No. 2 of Portion F of the farm	239·3316	—	4,311	86 4 5	193 19 11	204 4 9
4	Gedeelte 17 (n gedeelte van Gedeelte No. 2 van Gedeelte F) van die plaas CYFERFONTEIN No. 57	Portion 17 (a portion of Portion No. 2 of Portion F) of the farm	269·3096	—	2,927	58 10 10	131 14 4	138 13 5
5	Die resterende gedeelte van die plaas ZOETE-INVAL No. 100	The remaining extent of the farm	400	—	4,210	84 4 0	189 9 0	199 9 1

DISTRIK/DISTRICT SOUTPANSBERG.

6	Gedeelte 1 van die plaas BALI No. 1309	Portion 1 of the farm	2085	—	2,244	22 8 10 1%	22 8 10 1%	46 15 8 1%
7	Die resterende gedeelte van die plaas BALI No. 1309	The remaining extent of the farm	2810·3	—	2,969	29 13 10 1%	29 13 10 1%	61 18 0 1%

KAAPPROVINSIE/CAPE PROVINCE.

AFDELING/DIVISION GORDONIA.

8	Die plaas VREDERUS	The farm	9363·2834	—	2,977	29 15 5 1%	29 15 5 1%	62 1 3
9	Die plaas MASSAKLOUTJIE	The farm	8900·7347	—	2,893	28 18 7 1%	28 18 7 1%	60 6 3
10	Die plaas WELTEVREDEN	The farm	9488·5653	—	2,983	29 16 7 1%	29 16 7 1%	62 3 10

AFDELING/DIVISION KURUMAN.

11	Die plaas DIEPTE	The farm	6548·3190	—	2,142 (ongeveer/ approx.)	21 8 5 1%	21 8 5 1%	44 13 2
12	Die plaas PIETERSRUST	The farm	7294·10512	—	2,604 (ongeveer/ approx.)	26 0 10 1%	26 0 10 1%	54 5 9
13	Die plaas UTTSIG	The farm	8812·7941	—	2,952 (ongeveer/ approx.)	29 10 5 1%	29 10 5 1%	61 10 10

BESKRYWING VAN HOEWES.

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

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulle oortuig van die juistheid van die besonderhede wat verstrekkend word.

Hoewe No. 1.—Ongeveer 6 myl suidwes van die dorp en spoorwegstasie Pietersburg geleë.

Verbeterings: Woonhuis, droogoond, motorhuis, gemakhuis, boorgat, windpomp, waterpype en sekere omheining.

Watervoorsiening: Boorgat en fontein.

Algemeen: Geskik vir somergesaides. Weiding bestaan uit suurveld met doringbome.

Drakrag: 6 morg per stuks grootvee.

Gemiddelde reënval: 18 duim per jaar.

Serwituut: Die mineraal- en ondergeskikte regte in dié verband, uitgesonderd die reg op kalk en bouklip, is ten gunste van 'n derde party voorbehou soos vollediger gemeld in Sertifikaat van Regte op Minerale No. 328/1917S.

Hoewe No. 2.—Ongeveer 18 myl noordwes van die dorp en spoorwegstasie Warmbad geleë.

Verbeterings: Woonhuis, rondawel, put met handpomp en pype, gemakhuis, pakkamer met 2 motorhuise, 2 damme, binne- en grensheinings.

Watervoorsiening: Put, damme en spruit.

Algemeen: Geskik vir mielies, grondbone, koring en beeste. Weiding bestaan uit suurveld met sering- en boekenhoutbome.

Drakrag: 6 tot 7 morg per stuks grootvee.

Gemiddelde reënval: 20 tot 24 duim per jaar.

Serwituut:

(a) Die mineraal- en ondergeskikte regte in dié verband is ten gunste van 'n derde party voorbehou soos vollediger gemeld in Sertifikaat van Regte op Minerale No. 124/1946 R.M.

(b) Gedeelte No. 2 van die plaas is spesiaal onderworpe aan 'n serwituut van uitspanning, wat oor 1/75ste van 1,052 morg 137 vierkante roedes strek.

Hoewe No. 3.—Ongeveer 20 myl noordwes van die dorp en spoorwegstasie Warmbad geleë.

Verbeterings: 2 woonhuise, motorhuis, gemakhuis, rondawel, pakkamer, Naturellekamer, koelkamer, boorgat, handpomp, pype, beesdip, grens- en binneheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, kafferkoring, grondbone en mielies. Weiding bestaan uit soetveld met gewone bosveldbome.

Drakrag: 5 morg per stuks grootvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Hoewe No. 4.—Ongeveer 20 myl noordwes van die dorp en spoorwegstasie Warmbad geleë.

Verbeterings: Pype, sementsuipbak, gronddam, sinkdam, enjinhuis, watertenk (1,000 gelling), kragkop, boorgat, grens- en binneheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, kafferkoring, grondbone en mielies. Weiding bestaan uit soetveld met gewone bosveldbome.

Drakrag: 5 morg per stuks grootvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

SPESIALE OPMERKINGS.

Hoewes Nos. 3 en 4.

(a) Daar is ongeveer 800 jaarts ysterpype van 1½ duim op Gedeelte No. 2 van Gedeelte F van die plaas Cyferfontein No. 57, distrik Warmbad, waarvan Hoewes Nos. 3 en 4 gedeeltes uitmaak. Hierdie pype moet in die teenwoordigheid van die Inspekteur van Lande, Nylstroom, op so 'n manier tussen die 2 suksesvolle applikante van die

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.—Situate approximately 6 miles south-west of Pietersburg Township and Railway Station.

Improvements: Dwelling-house, fluebarn, garage, lavatory, borehole, windmill, piping and certain fencing.

Water supply: Borehole and spring.

General: Suitable for summer crops. Pasturage consists of sour grazing with thorn trees.

Carrying capacity: 6 morgen per head of large stock.

Average rainfall: 18 inches per annum.

Servitude: The mineral and ancillary rights, excluding rights to lime and building stone, are reserved in favour of a third party as will more fully appear from Certificate of Mineral Rights No. 328/1917S.

Holding No. 2.—Situate approximately 18 miles north-west of Warmbaths Township and Railway Station.

Improvements: Dwelling-house, rondavel, well with handpump and piping, lavatory, store-room with 2 garages, 2 dams, internal and external fencing.

Water supply: Well, dams and spruit.

General: Suitable for mealies, peanuts, wheat and cattle. Pasturage consists of sour grazing with lilac and beech trees.

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

Average rainfall: 20 to 24 inches per annum.

Servitude:

(a) The mineral and ancillary rights are reserved in favour of a third party, as will more fully appear from Certificate of Mineral Rights No. 124/1946 R.M.

(b) Portion No. 2 of the farm is specially subject to a servitude of outspan in extent 1/75th of 1,052 morgen 137 square roods.

Holding No. 3.—Situate approximately 20 miles north-west of Warmbaths Township and Railway Station.

Improvements: 2 dwelling-houses, garage, lavatory, rondavel, store-room, Native room, refrigerating room, borehole, handpump, piping, cattle dip, external and internal fencing.

Water supply: Borehole.

General: Suitable for cattle, kaffir-corn, peanuts and mealies. Pasturage consists of sweet grazing with ordinary bushveld trees.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 18 to 20 inches per annum.

Holding No. 4.—Situate approximately 20 miles north-west of Warmbaths Township and Railway Station.

Improvements: Piping, cement drinking trough, earth dam, corrugated iron reservoir, engine-room, 1 × 1,000 gallon water tank, power head, borehole, external and internal fencing.

Water supply: Borehole.

General: Suitable for cattle, kaffircorn, peanuts and mealies. Pasturage consists of sweet grazing with ordinary bushveld trees.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 18 to 20 inches per annum.

SPECIAL REMARKS.

Holdings Nos. 3 and 4.

(a) There is approximately 800 yards of 1½-inch steel piping on Portion No. 2 of Portion F of the farm Cyferfontein No. 57, District of Warmbaths, whereof Holdings Nos. 3 and 4 form portions. This piping must, in the presence of the Inspector of Lands, Nylstroom, be divided between the 2 successful applicants of the 2 holdings in

2 hoewes verdeel word dat die suksesvolle applikant van Hoewe No. 4 'n derde deel daarvan kry en die suksesvolle applikant van Hoewe No. 3 die res.

(b) Al die binneheininge op Gedeelte No. 2 van Gedeelte F van bogenoemde plaas moet in die teenwoordigheid van genoemde Inspekteur van Lande gelykop tussen die twee suksesvolle applikante verdeel word.

Hoewe No. 5.—Ongeveer 17 myl wes van die dorp en spoorwegstasie Warmbad geleë.

Verbeterings: 2 woonhuise, betonopgaardam, sitrusbome, sifdraadkamp, windpomp (sonder kop), sementstaander met watertenk, suipkrip, beesdip, boorgat met enjin en kragkop, gemakshuis en sekere omheininge. Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, grondbone en beeste. Weiding bestaan uit soetveld met doringbome.

Drakrag: 6 morg per stuks grootvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Serwituut: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou soos volledig in dié verband gemeld in Sertifikaat van Regte op Minerale No. 881/1919S.

Hoewe No. 6.—Ongeveer 44 myl oos van die dorp Messina en 52 myl noordoos van die spoorwegstasie Mopani geleë.

Verbeterings: Geen, behalwe sekere omheininge.

Watervoorsiening: Nwanedzirivier.

Algemeen: Geskik vir beeste. Weiding bestaan uit soetveld met gewone bosveldbome.

Drakrag: 12 tot 15 morg per stuks grootvee.

Gemiddelde reënval: 13 duim per jaar. In 'n malaria-streek geleë.

Hoewe No. 7.—Ongeveer 44 myl oos van die dorp Messina en 52 myl noordoos van die spoorwegstasie Mopani geleë.

Verbeterings: Geen, behalwe sekere omheininge.

Watervoorsiening: Nwanedzi- en Limpoporivier.

Algemeen: Geskik vir beeste. Weiding bestaan uit soetveld met gewone bosveldbome.

Drakrag: 12 tot 15 morg per stuks grootvee.

Gemiddelde reënval: 13 duim per jaar. In 'n malaria-streek geleë.

Serwituut: Onderworpe aan twee servitute van uitspanning wat altesaam oor 1/75ste van 4,895 morg 180 vierkante roedes strek.

SPESIALE VOORWAARDES.

Hoewes Nos. 6 en 7.

Die huurkontrakte wat ten opsigte van die hoewes uitgereik word, is aan die volgende spesiale voorwaardes onderworpe:—

- Alle regte op minerale op of onder die hoewes word uitdruklik aan die Staat voorbehou.
- Ten einde die status van die hoewes as Kroongrond vir die toepassing van die mineraalwette te behou, is die grond aan die Tweede Bylae van die Wet op de Ontginning van Voorbehouden Mineralen, No. 55 van 1926, toegevoeg.
- Ten einde die Staat in die geleentheid te stel om sy regte op minerale uit te oefen, is sy amptenare te eniger tyd geregtig om op die grond te gaan om te prospekter en mynwerkzaamhede te verrig. Die selfde fasiliteite moet toegestaan word aan enige ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekter en/of mynwerkzaamhede te verrig.
- Enige prospekterder in besit van die nodige prospekterpermit(te) is geregtig om soveel van die oppervlakte van die hoewes as wat na die mening van die Mynkommissaris redelikerwys vir prospekterwerkzaamhede nodig mag wees, te verkry.

order that the successful applicant of Holding No. 4 gets a one-third portion thereof and the other successful applicant the balance.

(b) All the internal fencing on Portion No. 2 of Portion F of the above-mentioned farm must be divided equally between the 2 successful applicants in the presence of the said Inspector of Lands.

Holding No. 5.—Situate approximately 17 miles west of Warmbaths Township and Railway Station.

Improvements: 2 dwelling-houses, concrete reservoir, citrus trees, wire-netting camp, windmill (without pump head), cement stand with water tank, drinking trough, cattle dip, borehole with engine and power head, lavatory and certain fencing.

Water supply: Borehole.

General: Suitable for mealies, peanuts and cattle.

Pasturage consists of sweet grazing with thorn trees.

Carrying capacity: 6 morgen per head of large stock.

Average rainfall: 18 to 20 inches per annum.

Servitude: The mineral and ancillary rights are reserved in favour of a third party as will more fully appear from Certificate of Mineral Rights No. 881/1919S.

Holding No. 6.—Situate approximately 44 miles east of Messina Township and 52 miles north-east of Mopani Railway Station.

Improvements: None, except certain fencing.

Water supply: Nwanedzi River.

General: Suitable for Cattle: Pasturage consists of sweet grazing with ordinary bushveld trees.

Carrying capacity: 12 to 15 morgen per head of large stock.

Average rainfall: 13 inches per annum. Situate in a malaria area.

Holding No. 7.—Situate approximately 44 miles east of Messina Township and 52 miles north-east of Mopani Railway Station.

Improvements: None, except certain fencing.

Water supply: Nwanedzi River and Limpopo River.

General: Suitable for cattle. Pasturage consists of sweet grazing with ordinary bushveld trees.

Carrying capacity: 12 to 15 morgen per head of large stock.

Average rainfall: 13 inches per annum. Situate in a malaria area.

Servitude: Subject to two servitudes of outspan, together in extent 1/75th of 4,895 morgen 180 square roods.

SPECIAL CONDITIONS.

Holdings Nos. 6 and 7.

The leases to be issued in respect of the holdings will be subject to the following special conditions:—

- All rights to minerals on or under the holdings are specifically reserved to the Government.
- In order to maintain the status of these holdings as Crown land for purposes of the mineral laws, the land has been added to the Second Schedule of the Reserved Minerals Development Act, No. 55 of 1926.
- In order to enable the State to exercise its rights to minerals, its officials shall at all times be entitled to enter upon the land and to prospect and carry out mining operations. Similar facilities shall be allowed to any other person to whom the right has been granted in terms of the mineral laws to prospect and/or conduct mining operations.
- Any prospector in possession of the necessary prospecting permit(s) shall be entitled to acquire such area of the holdings which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting operations.

(e) Die moontlikheid bestaan dat die hoewes in 'n ekonomiese mate gemineraliseer mag wees en moontlik in die toekoms tot 'n publieke delwery vir edele en/of onedele metale geproklameer mag word. Indien sodanige proklamerings geskied, sal die hoewes onderworpe wees aan al die servitute ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig sal wees op eienaarsvoorbehoude of die halwe aandeel van enige kleim-lisensie- of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

Hoewes Nos. 8 tot 10.—Ongeveer 150 myl van die naaste spoorwegstasie, Upington.

Watervoorraad: Boorgate.

Weiding: Kalaharigrassoorte en ander gewasse.

Drakrag: 4 morg per stuks kleinvee en 15 tot 20 morg per stuks grootvee.

Gemiddelde Reënval: 5 duim per jaar.

Algemeen: Geskik vir beeste en skape maar geskikter vir beeste.

Verbeterings:

Hoewe No. 8.—Boorgat met voering en pype, sementdam en suipkrip, en enjin met kragkop en 'n skaapkraal (bestand teen ongediertes).

Hoewe No. 9.—Woonhuis, boorgat met voering, sinkdam en suipkrip, enjin met kragkop, kamp met jakkalsdraad omhein, 3 krale met 'n drukgang.

Hoewe No. 10.—Boorgat met voering, sinkdam en suipkrip, windpomp en pype.

SPEZIALE OPMERKINGS.

(1) Met uitsondering van die boorgatvoering op Hoewes Nos. 8 en 9, behoort bovermelde verbeterings aan die huidige opsigters. Ingeval onderhandelings vir die oorname van hierdie verbeterings deur die Departement nie slaag nie, sal die koopprys, jaarlikse huurgelde en paaielemente dienoooreenkomstig gewysig word.

(2) Die aandag word spesiaal gevestig op die feit dat kleinvee in die afdeling Gordonia deur inwendige parasiete aangetas word.

(3) Die hoewes is opgemeet, maar die opmetingskoste is nog nie bekend nie. Bogenoemde kooppryse sluit die geraamde opmetingskoste in en wanneer die werklike koste bekend is, sal die kooppryse, jaarlikse huurgelde en paaielemente dienoooreenkomstig aangepas word.

Hoewe No. 11.—Ongeveer 150 myl van die naaste spoorwegstasie, Vryburg, en 80 myl van die naaste dorp, Kuruman.

Verbeterings: Boorgat met windpomp en pype, enjin, koelkamer, sementkrip en sekere tydelike verbeterings.

Watervoorraad: Boorgat.

Weiding: Bestaan grotendeels uit Kalaharigrassoorte en bossies.

Drakrag: 1 stuks grootvee of 7 stuks kleinvee per 10 morg.

Gemiddelde Reënval: 4 tot 5 duim per jaar.

Hoewe No. 12.—Ongeveer 150 myl van die naaste spoorwegstasie, Vryburg, en 80 myl van die naaste dorp, Kuruman.

Verbeterings: 2 boorgate met windpompe, 2 enjins, sementkrip en sekere tydelike verbeterings.

Watervoorraad: 2 boorgate.

Weiding: Bestaan grotendeels uit Kalaharigrassoorte en bossies.

Drakrag: 1 stuks grootvee of 7 stuks kleinvee per 10 morg.

Gemiddelde reënval: 4 tot 5 duim per jaar.

Hoewe No. 13.—Ongeveer 150 myl van die naaste spoorwegstasie, Vryburg, en 80 myl van die naaste dorp, Kuruman.

Verbeterings: Woonhuis, boorgat met enjin en kragkop, koelkamer, melkkamer, sekere tydelike verbeterings.

Watervoorraad: Boorgat.

(e) The possibility exists that the holdings may be mineralised to an economic extent and may in future be proclaimed as a public digging for precious and/or base metals. Should such proclamation occur the holdings will be subject to all the servitudes in terms of the Acts applicable to proclaimed land; provided that the lessee or owner will not be entitled to any owners' reservations or the half share in any claim licence moneys or mining lease moneys which are being received or which may be received in connection with mining rights on the holdings.

Holdings Nos. 8 to 10.—Approximately 150 miles from the nearest Railway Station, Upington.

Water supply: Boreholes.

Grazing: Kalahari grasses and other growth.

Carrying Capacity: 4 morgen per head of small stock and 15 to 20 morgen per head of large stock.

Average rainfall: 5 inches per annum.

General: Suitable for cattle and sheep but more suitable for cattle.

Improvements:

Holding No. 8.—Borehole with casing and piping, cement reservoir and drinking trough, engine with power head and a sheep kraal (vermin proof).

Holding No. 9.—Dwelling-house, borehole with casing, corrugated iron reservoir, engine with power head, verminproof camp, 3 kraals with a crush.

Holding No. 10.—Borehole with casing, corrugated iron reservoir with drinking trough, windmill and piping.

SPECIAL REMARKS.

(1) With the exception of the borehole casing on Holdings Nos. 8 and 9, the improvements mentioned above belong to the present caretakers. Should negotiations for the taking over of these improvements by the Department not be successful, the purchase prices, annual rentals and instalments will be amended accordingly.

(2) Attention is specially invited to the fact that in the Gordonia Division small stock is affected by internal parasites.

(3) The holdings have been surveyed but the survey costs are not yet known. The purchase prices quoted above include the estimated cost of survey and when the actual survey costs are known, the purchase prices, yearly rentals and instalments will be adjusted accordingly.

Holding No. 11.—Approximately 150 miles from the nearest Railway Station, Vryburg, and 80 miles from the nearest Township, Kuruman.

Improvements: Borehole with windmill and pipes, engine, cooler, cement trough and certain temporary improvements.

Water Supply: Borehole.

Grazing: Consists mainly of Kalahari grasses and shrubs.

Carrying capacity: 1 head of large stock or 7 head of small stock per 10 morgen.

Average rainfall: 4 to 5 inches per annum.

Holding No. 12.—Approximately 150 miles from the nearest Railway Station, Vryburg, and 80 miles from the nearest Town, Kuruman.

Improvements: 2 Boreholes with windmills, 2 engines, cement trough and certain temporary improvements.

Water supply: 2 boreholes.

Grazing: Consists mainly of Kalahari grasses and shrubs.

Carrying capacity: 1 head of large stock or 7 head of small stock per 10 morgen.

Average rainfall: 4 to 5 inches per annum.

Holding No. 13.—Approximately 150 miles from the nearest Railway Station, Vryburg, and 80 miles from the nearest Township, Kuruman.

Improvements: Dwelling-house, borehole with engine and power head, cooler, dairy room, certain temporary improvements.

Water supply: Borehole.

Weiding: Bestaan grotendeels uit Kalaharigrassoorte en bossies.

Drakrag: 1 stuks grootvee of 7 stuks kleinvee per 10 morg.

Gemiddelde reënval: 4 tot 5 duim per jaar.

SPEZIALE OPMERKINGS.

(1) Met uitsondering van die boorgat op Hoewe No. 11, behoort bogemelde verbeterings aan die huidige opsigters. Ingeval onderhandelings vir die oorneem van hierdie verbeterings deur die Departement nie slaag nie, sal die kooppryse, jaarlikse huurgelde en paaiemente dienoreenkomstig gewysig word.

(2) Die hoewes is opgemeet maar die opmetingskoste is nog nie bekend nie. Die kooppryse hierbo genoem, sluit die geraamde opmetingskoste in en genoemde kooppryse, jaarlikse huurgelde en paaiemente sal aangepas word wanneer die werklike koste bekend is.

Hoewes Nos. 8 tot 13.

SPEZIALE VOORWAARDES.

Onderstaande spesiale voorwaardes sal in die voorgestelde huurkontrak en die daaropvolgende Kroongrondbrief ingelyf word, waarby:—

1. (a) Aan die Goewerment die reg verleen word om teen betaling van skadevergoeding die hoewe of 'n gedeelte daarvan vir Goewerments- of openbare doeleindes of vir 'n uitspanning terug te neem.

(b) Bepaal word dat bestaande paaie en deurgange op die stuk grond vry en onbelemmerd moet bly, of hulle op die kaart aangetoon word al dan nie, en die huurder van die hoewe verplig word om aan 'n aangrensende of naburige eienaar 'n pad of noodweg te gee na of van die grond van so 'n aangrensende of naburige eienaar.

(c) Die ontginning van minerale beheer word.

(d) Die reg aan die reisende publiek voorbehou word om oor die grond te gaan en om hul vee te laat wei aan weerskante van die pad of paaie oor die grond soos aangedui op die kaart(e) wat, met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys word vir die doel van trekpaaie; sodanige trekpaaie mag nie breër as 200 tree aan weerskante van die pad of paaie wees nie; met dien verstande dat waar geen paaie of, volgens die mening van die Administrateur, onvoldoende paaie op die kaart(e) aangedui word, die reisende publiek egter die reg het om oor die grond te gaan en hul vee te laat wei langs die roetes of bane wat met die goedkeuring van die Administrateur, deur die Afdelingsraad vir die doel van trekpaaie aangedui mag word; sodanige roetes of bane mag egter nie breër as 400 tree wees nie.

ALGEMENE VOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal voorwaardes bevat in verband met bewoning, verbeterings, omheining, minerale, uitspannings, paaie, spoorlyne en ander voorwaardes wat gewoonlik 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, behalwe waar anders vermeld:—

Huurgeld—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $4\frac{1}{2}$ persent per jaar. In geval van verlenging van huurkontrak na vyf jaar: $4\frac{1}{2}$ persent per jaar.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paaiemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van $4\frac{1}{2}$ persent.

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

Grazing: Consists mainly of Kalahari grasses and shrubs.

Carrying capacity: 1 head of large stock or 7 head of small stock per 10 morgen.

Average rainfall: 4 to 5 inches per annum.

SPECIAL REMARKS.

(1) With the exception of the borehole on Holding No. 11, the improvements mentioned above belong to the present caretakers. Should negotiations for the taking over of these improvements by the Department not be successful, the purchase prices, annual rentals and instalments will be amended accordingly.

(2) The holdings have been surveyed but the survey costs are not yet known. The purchase prices quoted above include the estimated costs of survey and the said purchase prices, yearly rentals and instalments will be adjusted when the actual survey costs are known.

Holdings Nos. 8 to 13.

SPECIAL CONDITIONS.

The following special conditions will be embodied in the lease which it is proposed to issue and in the Crown Grant to be issued later:—

1. (a) Giving the Government the right to resume the whole or a portion of the holding if required for Government, public or outspan purposes on payment of compensation therefor.

(b) Stipulating that roads and thoroughfares, whether they are described on the diagram or not, existing on the land shall remain free and uninterrupted and requiring the lessee of the holding to grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor.

(c) Governing the exploitation of minerals.

(d) Reserving to the public travelling over the land the right to pass over and graze their livestock on each side of such road or roads running over the land and shown on the diagram(s) as may, with the approval of the Administrator, be selected by the Divisional Council for the purposes of trekkpaths, such trekkpaths not to exceed a width of 200 yards on each side of such road or roads; provided that where no roads, or in the opinion of the Administrator, insufficient roads are indicated on the diagram(s) the public travelling over the land shall have the right to pass over and graze their livestock along such routes or courses as may, with the approval of the Administrator, be selected by the Divisional Council for the purpose of trekkpaths, such routes or courses, however, not to exceed the width of 400 yards.

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, except where otherwise stated:—

Rentals—

First and second years: Nil.

Third year: 2 per cent per annum.

Fourth and fifth year: $4\frac{1}{2}$ per cent per annum. In the event of extension of lease after five years: $4\frac{1}{2}$ 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 $4\frac{1}{2}$ per cent.

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

Inbesitneming.—Die huurkontrakte wat uitgereik sal word, sal bepalinge bevat dat die huurders die howes 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:—

Howes Nos. 6 en 7 moet binne 3 maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Howes Nos. 2 tot 5 en 8 tot 13 moet binne 3 maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

Howe No. 1 moet binne 3 maande in besit geneem word en vir minstens 11 maande in elke kalenderjaar bewoon word.

BELANGRIK.—Die huurkontrakte wat aangegaan sal word, sal 'n voorwaarde bevat dat die huurder hom op die boerdery moet toelê en nie sonder die skriftelike toestemming van die Minister, verleen op aanbeveling van die Landraad, 'n ander beroep mag volg of werk mag aanneem as gevolg waarvan hy van die hoeve afwesig moet wees nie.

Ploëry en weiding.—Die huurkontrakte wat uitgereik sal word, sal 'n voorwaarde bevat dat die Minister van Lande hom die reg voorbehou om die totale oppervlakte wat op die howes geploeg, beplant, bewerk of waarop gesaai mag word, te beperk en om weiding daarop te beheer.

Paaie.—Alle regte van weg, paaie en deurgange wat op die howes aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

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

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 op die howes, of boorgate wat 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 howes 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 hoeve en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandighede sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle 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 hoeve opnuut op te meet of 'n Sertifikaat van Gewysigde Titel uit te neem weens foute in die bestaande opmeting, moet alle koste van so 'n opmeting of Sertifikaat van Gewysigde Titel deur die huurder gedra word. Indien dit blyk dat die hoeve groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoeve verhoog word; blyk dit daarenteen dat die grond kleiner is as in 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 Goewerment nie.

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. 6 and 7 must be occupied within 3 months and for at least 9 months in every calendar year.

Holdings Nos. 2 to 5 and 8 to 13 must be occupied within 3 months and for at least 10 months in every calendar year.

Holding No. 1 must be occupied within 3 months and for at least 11 months in every calendar year.

IMPORTANT.—The leases to be issued will contain a condition to the effect that the lessee shall devote his time to farming operations and shall not without the written consent of the Minister, granted upon a recommendation by the Land Board, be entitled to take up any other occupation or employment which would result in his being absent from the holding.

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.

Roads.—All rights of way, roads and thoroughfares which have been constructed upon the holdings shall remain free and unobstructed, unless they are closed or diverted by order of a competent authority.

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

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 Amended Title, owing to errors in the existing survey, all costs incidental to such survey or Certificate of Amended 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 Nederzettinge 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 Goewerment-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 enige van die howes, 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 enige van die howes 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, in geval van die toekenning van hierdie howes, tydelike huurders en opsigters toegelaat sal word om hulle staande oeste te versorg en in te samel, indien daar is.

Algemeen.—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnens en ander omstandighede geskep deur prospekter- en mynwerksaamhede, 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 hom alle regte op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes voor 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 howes persoonlik te besigtig alvorens aansoek daarom te doen. Landrade is by die oorweging van aansoeke om howes in die reël nie geneig om aan te beveel dat toekennings gedoen word aan applikante wat versuim het om die howes 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 howes toe nie.

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

★ No. 499.]

[11 Maart 1955.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 21 April 1955 verstryk) kan by die kantoor van die Sekretaris van Lande, Pretoria, aansoek gedoen word om die huur van ondergenoemde howes vir 'n tydperk van vyf jaar *sonder die opsie 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 provisions be made in the letter of allotment.

★ No. 499.]

[11 March 1955.]

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 21st April, 1955), for the lease of the undermentioned holdings, for a period of five years *without the option to purchase or extension of the lease period*.

Die Minister van Lande behou hom die reg voor om een of meer van of al die hoewes wat in hierdie kennisgewing te huur aangebied word, ten eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Pretoria, op die vorms wat verkrygbaar is by bogemelde adres, by die Magistraat van die distrik waarin die hoewes geleë is of by die Inspekteur van Lande, Wit-rivier.

The Minister of Lands reserves the right at any time to withdraw any or all 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, from the magistrate of the district in which the holdings are situate or from the Inspector of Lands, Witriver.

DISTRIK/DISTRICT BARBERTON.

Hoewe No. Holding No.	HOEWES BESKIKBAAR. Naam en nommer.	HOLDINGS FOR DISPOSAL. Name and Number.	Grootte. Area. Morg. Morgen.	Totale huur vir die huurtermyn betaalbaar in vier betalings vanaf die 2de jaar. Total Rental for the Lease Period Payable in Four Payments as from the 2nd Year.	Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn. Rental per Year Payable as from 2nd Year of Lease Period.
				£ s. d.	£ s. d.
1	Die plaas	The farm BRAKSPRUIT No. 494	1,312.7468	328 4 0	82 1 0
2	Die plaas	The farm MASGOBE No. 493	1,117.3841	279 8 0	69 17 0
3	Gedeelte 24 genoem die plaas	Portion 24 called ELMBOGG of the farm TENBOSCH No. 234	1,007.0841	201 8 0	50 7 0

BESKRYWING VAN HOEWES.

Die besonderhede betreffende die hoewes, soos verbeterings, watervoorraad en die soort boerdery waarvoor die hoewes geskik is, is ontleen aan inspeksierapporte, en applikante moet hulle oortuig van die juistheid van die besonderhede wat verstrekk word.

Hoewes Nos. 1 en 2.—Ongeveer 15 tot 20 myl suidoos van die spoorwegstasie Hectorspruit en suidwes van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Geen.

Algemeen: Geskik vir beeste. Weiding bestaan uit soetveld met inheemse bome en bosse.

Drakrag: 5 morg per stuks grootvee.

Gemiddelde reënval: 24 duim per jaar. Geleë in 'n malariastreek.

Hoewe No. 3.—Ongeveer 2 myl noordwes van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Geen.

Algemeen: Geskik vir beeste. Weiding bestaan uit soetveld met inheemse bome en bosse.

Drakrag: 6 tot 7 morg per stuks grootvee.

Gemiddelde reënval: 24 duim per jaar. Geleë in 'n malariastreek.

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

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

ALGEMENE HUURVOORWAARDES.

Die huurkontrakte wat uitgereik sal word, sal die volgende voorwaardes bevat:—

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

DESCRIPTION OF HOLDINGS.

The particulars regarding the holdings, such as improvements, water supply and the type of farming for which the holdings are suitable, are based on inspection reports and applicants should satisfy themselves as to the correctness of the information furnished.

Holdings Nos. 1 and 2.

Situate approximately 15 to 20 miles south-east of Hectorspruit Railway Station and south-west of Komatipoort Township and Railway Station.

Improvements: None.

Water Supply: None.

General: Suitable for cattle. Pasturage consists of sweet grazing with indigenous trees and bush.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 24 inches per annum. Situate in a malaria area.

Holding No. 3.—Situate approximately 2 miles north-west of Komatipoort Township and Railway Station.

Improvements: None.

Water supply: None.

General: Suitable for cattle. Pasturage consists of sweet grazing with indigenous trees and bush.

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

Average rainfall: 24 inches per annum. Situate in a malaria area.

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

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

GENERAL CONDITIONS OF LEASE.

The leases to be issued will contain the following conditions:—

1. 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 portion thereof be required by the Government for settlement purposes or for any other purpose.

2. Die huurder moet gedurende die huurtermyn 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 die huurkontrak, vry van enige korting hoegenaamd, die volle som soos in hierdie kennisgewing gemeld, betaal. Die huurgeld vir die volle termyn van 5 jaar sal betaalbaar wees in vier jaarlikse betalings vooruit vanaf die 2de jaar van die huurtermyn.

(3) (a) Die huurder moet die hoewe binne ses maande na die datum van toekenning persoonlik en op nuttige wyse in besit neem en daarna gedurende minstens nege maande in elke kalenderjaar persoonlik bewoon en op nuttige wyse okkupeer.

Nuttige okkupasie van 'n hoewe omvat—

- (i) die behoorlike versorging en instandhouding van verbeterings daarop;
- (ii) die instandhouding en verbetering van die vrugbaarheid van die grond en die voorkoming van gronderosie en brakheid;
- (iii) die uitroeiing van ongediertes en skadelike en ander onkruid ooreenkomstig die bepalings van enige Wet wat op sodanige uitroeiing betrekking het.

(b) Die huurder moet hom op die boerdery toelê en mag nie sonder die skriftelike toestemming van die verhuurder 'n ander beroep volg of werk aanneem as gevolg waarvan hy van die hoewe afwesig moet wees nie.

(c) 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.

(d) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die verhuurder iemand anders se vee op die hoewe laat kom nie.

(e) Die huurder mag nie sonder die voorafverkreë skriftelike toestemming van die verhuurder die hoewe of 'n deel van die hoewe onderverhuur of enige van sy belange in die huurkontrak of hoewe oormak, seeder of verhipotekeer nie en geen Naturelle, Kleurlinge of Asiate, behalwe die huurder se *bona fide* werknemers, mag op die hoewe woon nie.

(f) Die huurder het nie die reg om sy huurkontrak sonder die skriftelike goedkeuring van die verhuurder op dié voorwaardes wat hy mag stel, oor te gee nie; met dien verstande dat die huurder in elk geval aanspreeklik sal wees vir die betaling van die *pro rata* huurgeld vanaf die datum van aanvang van die huurkontrak tot op die datum van aanname, deur die verhuurder, van die huurder se aansoek om oor te gee.

4. (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 verhuurder 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 soort ookal op enige gedeelte van die hoewe afkap of beskadig sonder die toestemming van die verhuurder nie, maar die huurder het die reg om sonder sodanige verlof droë hout wat op die hoewe mag wees vir brandstof of huishoudelike doeleindes te gebruik.

5. Die huurder is nie geregtig tot vergoeding deur die verhuurder of '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 op die hoewe nie.

6. (a) Die huurder aanvaar aanspreeklikheid vir die oprigting van grens- of ander heinings.

(b) Die hoewe is verder onderworpe aan al die servitute wat spesiaal in verband staan met en rus op die grond soos deur die Goewerment verkry of gehou, en is aan die ander kant 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. The lessee shall during the term of the lease 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 rental in terms of the lease, free from any reduction whatsoever, the total sum as mentioned in this notice. The rental for the full period of five years will be payable in four yearly payments in advance as from the 2nd year of the lease period.

3. (a) The lessee shall, within six months after the date of allotment assume personal and beneficial occupation of the holding and thereafter reside on and occupy such holding personally and beneficially for not less than nine months in every calendar year.

Beneficial occupation of a holding includes—

- (i) the proper care and maintenance of improvements thereon;
- (ii) the maintenance and improvement of the fertility of the soil and the prevention of soil erosion and brackishness;
- (iii) the extermination or vermin and the eradication of noxious and other weeds in accordance with the provisions of any law requiring such extermination or eradication.

(b) The lessee shall devote his time to forming operations and shall not without the written consent of the lessor, be entitled to take up any other occupation or employment which would result in being absent from the holding.

(c) 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.

(d) The lessee shall not have the right, without the consent in writing of the lessor, to allow the presence on the holding of the stock of any other person.

(e) The lessee shall not have the right, without the consent in writing of the lessor, 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.

(f) The lessee shall not have the right to surrender his lease without the written approval of the lessor on such condition as he may impose, provided that the lessee will in any case be liable for the payment of the *pro rata* rental as from the date of commencement of the lease to the date of acceptance by the lessor of the lessee's application to surrender.

4. (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 lessor 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 lessor 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.

5. The lessee shall have no claim for compensation against the lessor 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 on the holding.

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 regte van weg, paaie en deurgange, wat op die hoewe aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

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

8. Geen handel mag sonder die skriftelike toestemming van die verhuurder op die hoewe gedryf word nie.

9. Alle regte op wild word voorbehou en die huurder mag nie op die hoewe wild skiet of toelaat dat dit gedoen word nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is. Die jag van wild word beheer deur Ordonnansie No. 23 van 1949.

10. 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 die medewete van die Minister van Lande, van enige persoon of vee op die hoewe, of vir die verwydering van enige sodanige persoon of vee nie.

11. Die huurkontrak kan na goedvinde van die verhuurder beëindig word ingeval die huur nie ooreenkomstig die voorwaardes hierin genoem, betaal word nie of ingeval van die oortreding of nie-nakoming van enigeen van die voorwaardes van die huurkontrak. Ingeval die huurkontrak ingevolge die voorgaande bepaling ingetrek word, is die huurder nie geregtig tot enige vergoeding, van watter aard ook, ten opsigte van plaas- of algemene verbeterings, en ook nie tot terugbetaling deur die verhuurder van enige huur deur die huurder betaal nie, ondanks enigiets strydig in enige ander bepaling in dié huurkontrak vervat of stilswyend daarin inbegrepe.

12. Ingeval die huurkontrak beëindig word om ander redes as dié genoem in paragraaf 11, het die verhuurder die reg om al of sommige van die verbeterings van blywende aard wat in paragraaf 3 (c) gemeld word, oor te neem teen 'n waardasie van die Landraad. Indien die huurder nie bereid is om die verbeterings teen die Landraad se waardasie af te staan nie, sal hy geregtig wees om sodanige verbeterings binne ses maande na die beëindiging van die huurkontrak te verwyder.

13. Amptenare van die Staat het die reg om op alle tye die hoewe te betree.

14. 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 regsgedinge of geskille wat uit of in verband met die huurkontrak voortspruit kies die huurder die hoewe as sy *domicilium citandi et executandi* en stem hy toe dat die magistrats-hof jurisdiksie het om al sulke sake te verhoor.

ALGEMENE OPMERKING.

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.

7. All rights-of-way, roads and throughfares which have been constructed upon the holding shall remain free and unobstructed, unless they are closed or diverted by order of a competent authority.

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

8. No trade shall be carried on on the holding without the written consent of the lessor.

9. All rights to game are reserved and the lessee shall not shoot or permit the shooting of game on the holding unless permission in writing, is first obtained from the lessor. The shooting of game is controlled by Ordinance No. 23 of 1949.

10. 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 holding of any person or any stock, whether with or without the knowledge of the Minister of Lands, or for the removal of any such person or stock.

11. The lease shall be terminable at the will of the lessor 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 cancelled 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 lessor of any rent paid by the lessee notwithstanding anything to the contrary in any other of the provisions of this lease contained or implied.

12. In the event of the termination of the lease for reasons other than are referred to in paragraph 11, the lessor shall have the right to take over any or all the permanent improvements referred to in paragraph 3 (c) at a valuation to be determined by the Land Board. Should the lessee not be prepared to dispose of the improvements at the Land Board's valuation he will be entitled to remove such improvements within a period not exceeding six months after termination of the lease.

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

14. 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 citandi et executandi* and agrees to submit to the jurisdiction of the magistrate's court in all such cases.

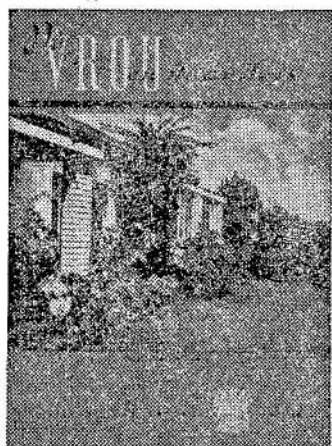
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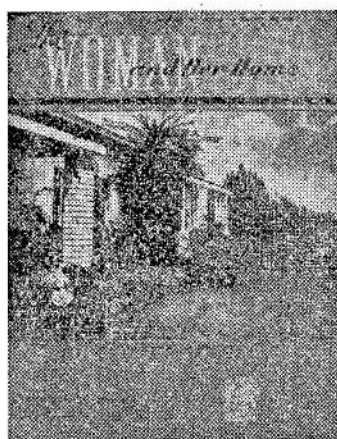
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