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BUITENGEWONE

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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.*

GOEWERMEMENTSKENNISGEWINGS.

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 1750.] [2 September 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 13 Oktober 1955 verstryk), kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, aansoek gedoen word om die toekenning van ondergenoemde hoewes volgens huurkontrak vir 'n termyn van vyf (5) jaar, met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalings van die Kroongrond Nederzettinge 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 moet gestuur word aan die Provinsiale Verteenwoordiger, Departement van Lande, Kaapstad, op die voorgeskrewe vorms wat verkrygbaar is by bogenoemde adres, by die Magistraat van die afdeling waarin die hoewes geleë is of by die Inspekteur van Lande in wie se inspeksieafdeling die hoewes val.

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

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 1750.] [2 September 1955.
HOLDING AVAILABLE UNDER THE LAND
SETTLEMENT ACT, 1912 (AS AMENDED).

Applications will be received at the office of the Provincial Representative, Department of Lands, Cape Town, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 13th October, 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 of or all the holdings offered for allotment by this notice.

All applications for holdings must be forwarded to the Provincial Representative, Department of Lands, Cape Town, on the prescribed forms which are obtainable from the above-mentioned address, from the Magistrate of the Division in which the holdings are situated or from the Inspector of Lands of the inspectorate in which the holdings are located.

KAAPPROVINSIE/CAPE PROVINCE.

AFDELING/DIVISION OF GORDONIA.

No. van Hoewe. Holding No.	HOEWES BESIKKBAAR.		Grootte. Area. Morg. Morgen.	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.	HOLDINGS FOR DISPOSAL. Name.			3de jaar, jaarlikse huur. 3rd Year, Yearly Rental.	4de en 5de jaar, jaarlikse huur. 4th and 5th Year, Yearly Rental.	
1	Die plaas	The farm STEENBOK ELMBOOG.	9476-2258	£ 2,778	£ s. d. 27 15 7 1%	£ s. d. 27 15 7 1%	£ s. d. 57 18 4 1%
2	Die plaas	The farm ALTEMIT.	9652-5289	4,514	45 2 10 1%	45 2 10 1%	94 2 2 1%
3	Die plaas	The farm DONKIEKRAAL.	9518-0932	3,087	30 17 5 1%	30 17 5 1%	64 7 2 1%
4	Die plaas	The farm JAGPAD.	9684-7541	3,208	32 1 7 1%	32 1 7 1%	66 17 7 1%
5	Die plaas	The farm OUPAK.	9443-4520	2,836	28 7 2 1%	28 7 2 1%	59 2 6 1%

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 hulself oortuig van die juistheid van die besonderhede wat verstrekk word.

Hoewes Nos. 1 tot 5.

Ligging: Onderskeidelik ongeveer 80, 60, 54, 45 en 71 myl noordoos van die naaste dorp en spoorwegstasie Upington.

Watervoorraad: Boorgate op Hoewes Nos. 2 tot 5 en gronddamme op Hoewe No. 1.

Weiding: Kalahari-grassoorte 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. 1.—Motorhuis, omheining om woning, 2 gronddamme en 'n kampie om gronddamme.

Hoewe No. 2.—Woonhuis en waenhuis, 2 sementdamme, sinksuipkrip, 2 boorgate, kragkop en enjin, boorgatvoering, windpomp en pype, sinkdam met sementsuipkrip, omheining om woning en binneheining.

Hoewe No. 3.—Gronddam, 2 boorgate en windpomp.

Hoewe No. 4.—2 boorgate, windpomp, boorgatvoering, sinkdam, 2 veekrale en sekere grensheinings.

Hoewe No. 5.—Boorgat.

SPESIALE OPMERKINGS.

1. (a) Met uitsondering van sekere grensheinings op Hoewe No. 4, 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 paalemente dienoreenkomstig gewysig word.

(b) Indien die persone wat die verbeterings aangebring het, die suksesvolle applikante is, sal die kooppryse nie die waardering van die verbeterings insluit nie en sal die jaarlikse huurgelde en paalemente dienoreenkomstig 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 sodra die werklike koste bekend is, sal die kooppryse, jaarlikse huurgelde en paalemente dienoreenkomstig aangepas word.

SPESIALE VOORWAARDES.

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

(a) aan die Staat die reg verleen word om teen betaling van skadevergoeding die hoewe of 'n gedeelte daarvan vir Staats- 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, afgesien daarvan of hulle op die kaart aangetoon word of 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;

DESCRIPTION OF HOLDINGS.

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

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

Holdings Nos. 1 to 5.

Situation: Approximately 80, 60, 54, 45 and 71 miles respectively, north-east of the nearest Town and Railway Station Upington.

Water supply: Boreholes on Holdings Nos. 2 to 5 and earth dams on Holding No. 1.

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. 1.—Garage, fencing around dwelling, 2 earth dams and a small camp round the dams.

Holding No. 2.—Dwelling-house and cart shed, 2 cement reservoirs, corrugated iron drinking trough, 2 boreholes, power head and engine, borehole casing, windmill and piping, corrugated iron reservoir with cement drinking trough, fencing around dwelling and internal fencing.

Holding No. 3.—Earth dam, 2 boreholes and windmill.

Holding No. 4.—2 boreholes, windmill, borehole casing, corrugated iron reservoir, 2 kraals and certain boundary fencing.

Holding No. 5.—Borehole.

SPECIAL REMARKS.

(1) (a) With the exception of certain boundary fencing on Holding No. 4, 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.

(b) Should the persons who effected the improvements be the successful applicants, the purchase prices will not include the valuation of the improvements and the 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.

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—

(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) 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, na 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, omheinings, minerale, uitspannings, paaie, spoorlyne en ander voorwaardes wat gewoonlik gestel word in die huurkontrakte uitgereik kragtens die Kroongrond Nederzettinge Wet, 1912, en wysigingswette.

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

Huurgeld—

Eerste en tweede jaar: Niks.

Derde jaar: 1 persent per jaar.

Vierde en vyfde jaar: 1 persent per jaar. In geval van verlenging van huurkontrak na vyf jaar: 1 persent per jaar.

In geval van uitoefening van die reg van voorwaardelike aankoop, is die koopprys betaalbaar in 65 gelyke jaarlikse paalemente wat kapitaal en rente insluit. Laasgenoemde word bereken teen 'n rentekoers van 1 persent.

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

Inbesitneming.—Die huurkontrakte wat uitgereik sal word, sal bepalinge bevat ten effekte dat die huurders die hoewes wat aan hulle toegeken word, persoonlik en op nuttige wyse moet bewoon binne drie maande na die datum van toekenning en daarna vir minstens 10 maande in elke kalenderjaar.

BELANGRIK.—Die huurkontrakte wat aangegaan sal word, sal 'n voorwaarde bevat ten effekte 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 hoewe afwesig moet wees nie.

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

Paaie.—Alle regte van deurgang, paaie en deurgange wat op die hoewes 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 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 Staat die reg van toegang verleen tot, en die reg om water te neem uit, boorgate op die hoewes, of boorgate wat na toekenning met Staats-hulp 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.

- (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 trekpaths, such trekpaths 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 trekpaths, 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:—

Rentals—

First and second years: Nil.

Third year: 1 per cent per annum.

Fourth and fifth year: 1 per cent per annum. In the event of extension of lease after five years: 1 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 1 per cent.

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

Occupation.—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings, allotted within three months from the date of allotment and thereafter for at least 10 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.

'n Voorwaarde van die huurkontrak sal wees dat die suksesvolle applikant vir enigeen van bogenoemde hoewes waarop boorgate bestaan of na toekenning geboor sal word, verantwoordelik gehou sal word vir die behoorlike sorg vir en onderhoud van die boorgat of boorgate op sy hoewe en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandighede sonder behoorlike pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle toegerus. In gevalle waar geen pomp-toestelle opgerig is nie behoort die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Besproeiing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikste is vir gebruik in verband met die boorgate.

Opmetings.—Indien dit ooit nodig word om die hoewe opnuut op te meet of 'n Sertifikaat van Gewysigde Titël uit te neem weens foute in die bestaande opmeting, moet alle koste van so 'n opmeting of Sertifikaat van Gewysigde Titël deur die huurder gedra word. Indien dit blyk dat die hoewe groter is as in hierdie kennisgewing vermeld, kom die voordeel daarvan aan die huurder toe sonder dat die koopprys van die hoewe verhoog word; blyk 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 Staat nie.

ALGEMENE OPMERKINGS.

Uitreiking van Kroongrondbriewe.—Indien minstens tien jaar na die datum van die aanvang van 'n huurkontrak verstryk het en die huurder in alle opsigte voldoen het aan die bepalings van die Kroongrond Nederzetting Wet, 1912, en wysigingswette wat op hom van toepassing is, insluitende voorwaardes van die huurkontrak, sal hy op 'n Kroongrondbrief geregtig wees.

'n Kroongrondbrief van 'n hoewe kan onder spesiale omstandighede met die toestemming van die Goewerneur-generaal uitgereik word voor die verstryking van 'n termyn van tien jaar na die datum van die aanvang van 'n huurkontrak.

Omheinings.—Ingeval die Staat, ingevolge die Omheiningswet, 1912 (Wet No. 17 van 1912), of enige wysiging daarvan, tot bestryding van die koste van die grensheinings of 'n gedeelte daarvan ten opsigte van enigeen van die hoewes, in hierdie kennisgewing geadverteer, moet bydra of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n hoewe aan hom aanspreeklikheid vir die betaling van sodanige bydrae aanvaar. Die bedrag van die bydrae moet deur hom in kontant aan die Staat betaal word, of kan, indien 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 dienooreenkomstig verhoog.

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

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

Algemeen.—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnels en ander omstandighede geskep deur prospekter- en mynwerkzaamhede, onderneem voor die datum van die aanvang van die huurkontrak, is die huurder nie geregtig op vergoeding van die kant van die Staat of die prospekterder of die kleimhouer nie.

Die Staat behou alle regte voor op minerale, mineraal-produkte, mineraalolies, metale en edelgesteentes, tensy anders vermeld in hierdie kennisgewing.

Die Departement het alles in die werk gestel om die inligting in hierdie kennisgewing vervat, so juis moontlik te verstrek, maar is nie aanspreeklik vir moontlike onjuisthede daarin nie.

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.

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.

Applikante word aangeraai om die hoewes persoonlik te besigtig alvorens hulle daarom aansoek doen. Landrade is by die oorweging van aansoeke om hoewes in die reël nie geneig om aan te beveel dat toekennings gedoen word aan applikante wat versuim het om die hoewes waarom hulle aansoek gedoen het, persoonlik te besigtig of deur iemand anders namens hulle te laat besigtig nie. Die Staat staan geen spoorweg- of ander vervoerkoncessies in verband met die besigtiging van hoewes toe nie.

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

* No. 1751.]

[2 September 1955.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 13 Oktober 1955 verstryk), kan by die kantoor van die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, aansoek gedoen word om die huur van ondergenoemde hoewes vir 'n tydperk van vyf jaar sonder die opsie van aankoop of verlenging van die huurtermyn.

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, te eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Provinsiale Verteenwoordiger, Departement van Lande, Posbus 747, Kaapstad, op die vorms wat verkrygbaar is by bogemelde adres, by die Magistraat van die afdeling waarin die hoewes geleë is of by die Inspekteurs van Lande in wies inspeksieafdelings die hoewes val.

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. 1751.]

[2 September 1955.]

HOLDINGS TO LET.

Applications will be received at the office of the Provincial Representative, Department of Lands, P.O. Box 747, Cape Town, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 13th October, 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.

The Minister of Lands reserves the right at any time to withdraw any or all of the holdings offered for lease by this notice.

All applications must be forwarded to the Provincial Representative, Department of Lands, P.O. Box 747, Cape Town, on the forms which are obtainable from the above-mentioned address, from the Magistrate of the Division in which the holdings are situated or from the Inspectors of Lands of the inspectorates in which the holdings are located.

KAAPPROVINSIE/CAPE PROVINCE.

AFDELING/DIVISION GORDONIA.

No. van Hoewe. Holding No.	HOEWES BESKIKBAAR.	HOLDINGS AVAILABLE.	Grootte. Area.	Jaarlikse huur.
	Naam.	Name.	Morg. Morgen.	Yearly Rental.
1	Die plaas	The farm RUIJTE.	9,334·8306	£ s. d. 21 0 0
2	Die plaas	The farm TAFELDUIN.	10,056·0229	23 0 0
3	Die plaas	The farm ROOISTRAAT.	9,964·4060	23 10 0
4	Die plaas	The farm BOTTELDUIN.	9,648·0166	22 0 0
5	Die plaas	The farm DUIKERSTRAAT.	9,898·3754	22 10 0
6	Die plaas	The farm TSAMMA.	9,653·7290	22 0 0
7	Die plaas	The farm HOEKOM.	9,993·7209	22 10 0
8	Die plaas	The farm VLAGBOOM.	10,026·4066	23 0 0
9	Die plaas	The farm SMALHOEK.	9,014·2598	23 0 0
10	Die plaas	The farm DIE ROLLE.	9,294·0788	23 10 0
11	Die plaas	The farm UITHOEK.	9,062·5210	23 0 0
12	Die plaas	The farm MELKBOSDUIN.	9,128·9436	23 0 0
AFDELING/DIVISION KURUMAN.				
13	Die plase	The farms SIMONSHOPE en/and CAWNPORE.	6,044·3333	20 10 0

BESKRYWING VAN HOEWES.

Die besonderhede aangaande die hoewes is gegrond op beskikbare inligting, maar applikante moet hulself oortuig van die juistheid van die inligting wat verstrekkend word.

Die afstand tussen die hoewes en die naaste dorp, soos hieronder aangegee, is slegs volgens skatting.

Ligging:

Hoewes Nos. 1 tot 12—ongeveer 50 tot 70 myl van die naaste dorp en spoorwegstasie Upington.

Hoewe No. 13—ongeveer 40 myl wes van Olifantshoek.

Verbeterings: Geen, behalwe sekere grensheinings op sommige van die hoewes.

Watervoorsiening: Geen.

Drakrag: Hoewes Nos. 1 tot 12—4 morg per stuks kleinvee en 15 tot 20 morg per stuks grootvee. Hoewe No. 13—3 morg per stuks kleinvee en 15 morg per stuks grootvee.

Weiding: Kalahari-grassoorte en ander gewasse.

Gemiddelde reënval: 4 tot 5 duim per jaar.

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

SPESIALE VOORWAARDE.

Onder geen omstandighede sal daar 'n voorskot vir die aankoop van vee of gereedskap of die aanbring van verbeterings op die hoewe toegestaan word nie.

ALGEMENE VOORWAARDES.

1. Die huurkontrak is geldig vir 'n tydperk van vyf jaar.

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

3. Die verhuurder het op alle tye reg om die huurkontrak met negentig (90) dae skriftelike kennisgewing te beëindig indien die Staat die grond of 'n gedeelte daarvan vir nedersettingsdoeleindes of vir enige 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 oormake, seeder of verhipoteker nie tensy die skriftelike toestemming van die verhuurder vooraf verkry is, en geen Naturelle, Kleurlinge of Asië, uitgesonderd die huurder se *bona fide* werknemers, mag op die grond woon nie.

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 veeteelt- en weidingdoeleindes 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 vir brandstof of huishoudelike doeleindes te gebruik.

DESCRIPTION OF HOLDINGS.

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

The distances of the holdings from the nearest Town, as given below, are approximate only.

Situation:

Holdings Nos. 1 to 12.—Approximately 50 to 70 miles from the nearest Town and Railway Station Upington.

Holding No. 13.—Approximately 40 miles west of Olifantshoek.

Improvements: None, except certain boundary fencing on some of the holdings.

Water supply: None.

Carrying capacity: Holdings Nos. 1 to 12: 4 morgen per head of small stock and 15 to 20 morgen per head of large stock. Holding No. 13: 3 morgen per head of small stock and 15 morgen per head of large stock.

Grazing: Kalahari grasses and other growth.

Average rainfall: 4 to 5 inches per annum.

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

SPECIAL CONDITION.

Under no circumstances will an advance be granted for the purchase of stock or equipment or for effecting improvements on the holding.

GENERAL CONDITIONS.

1. The lease shall be valid for a period of five years.

2. The rental shall be paid yearly in advance at the office of the Provincial Representative, Department of Lands, Cape Town, 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 effected 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, or cede, assign or hypothecate his interests in the lease and no Natives, Coloureds or Asiatics, except the lessee's *bona fide* employees, shall reside on the land.

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 solely for the purpose of stock-breeding and grazing.

(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 on the land as fuel or for domestic purposes without such permission.

(b) Die huurder is aanspreeklik 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 verlê 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 toe te staan.

(b) Die huurkontrak is onderworpe aan die voorbehoud, ten gunste van die reisende publiek, van die reg om oor die grond te gaan en om hul vee te laat wei aan weerskante van sodanige pad of paaie wat oor die grond loop, op die kaart(e) aangedui word en wat met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys mag word as trekpaaie. Sodanige trekpaaie moet nie breër as 200 jaarts aan weerskante van sodanige pad of paaie wees nie; met dien verstande dat waar daar geen paaie is nie of, volgens die mening van die Administrateur, onvoldoende paaie op die kaart(e) aangedui word, die publiek wat oor die grond reis, die reg sal hê om oor die grond te gaan en hul vee te laat wei langs dié roetes of in dié bane wat met die goedkeuring van die Administrateur, deur die Afdelingsraad aangewys mag word as trekpaaie. Sodanige roetes of bane moet egter nie breër as 400 jaarts wees nie.

12. (a) Die huurder moet gedurende die huurtermyn en op eie koste en verantwoordelikheid pogings tot tevredeheid van die verhuurder aanwend om voorsiening vir 'n watervoorraad deur middel van boorgate, putte of damme op die grond te maak en hy moet binne ses maande vanaf die datum waarop die huurkontrak van krag word, 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 pomptoestel.

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

(d) Pype en/of uitrusting mag alleen met die hulp of onder die toesig van 'n verteenwoordiger van die Departement van Besproeiing of 'n ander persoon wat deur die verhuurder daartoe gemagtig mag word, uit 'n boorgat op die grond verwyder of in sodanige boorgat geplaas word.

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

14. Die huurder het hoegenaamd geen aanspraak op die betaling van vergoeding ten aansien 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 aanbring 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.

(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 lease shall be subject to the reservation in favour of the travelling public of 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 trekkings, such trekkings 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 trekkings, such routes or courses, however, not to exceed the width of 400 yards.

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 a water supply on the land by means of boreholes, wells or dams.

(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 on the land for their purposes without payment of compensation.

(d) Pipes and/or equipment shall only be removed from a borehole on the land or placed in such borehole, with the assistance or under the supervision of a representative of the Department of Irrigation or such other person as may be authorised thereto by the lessor.

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

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. Indien die huurkontrak te eniger tyd beëindig word met die oog daarop om die grond vir nedersettingsdoel-eindes ingevolge die bepalings van die Kroongrond Neder-zettings 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 nedersettings-hoewe 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 Staat het die reg om op 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 huurder is nie geregtig tot vergoeding deur die staat of deur 'n prospekterder of kleimhouer vir skade wat hy mag ly as gevolg van ongelukke aan persone of diere wat veroorsaak is deur die bestaan van skagte, tonnells en ander toestande wat voortspruit uit prospekter- en/of mynbouwerksaamhede wat voor die datum van aanvang van die huurkontrak op die grond onderneem is nie.

20. 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.

21. Die huurder erken dat, indien daar besluit mag word om die grond kragtens die Kroongrond Nederzetting 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.

22. Die verhuurder verbind hom nie om die grenspenne of bakens van die grond aan te wys of om koste in verband met die aanwysing van sodanige grenspenne of bakens te dra nie.

23. Alle kennisgewings en aanmanings wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende beteken as hulle aan hom op die verhuurde grond geadresseer en per geregi-streerde pos versend is, en vir die doeleindes van regs-gedinge 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.

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 State 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 lessee shall not be entitled to compensation from the Government or from a prospector or claim-holder for damage which he may suffer as a result of accidents to persons or animals occasioned by the existence of shafts, tunnels and other conditions arising out of prospecting and/or mining operations which may have been undertaken on the land before the date of the commencement of the lease.

20. 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.

21. 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.

22. The lessor does not undertake to indicate the boundary pegs or beacons of the land or to bear any costs in connection with the pointing out of such boundary pegs or beacons.

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.

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