



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE

Staatskoerant Government Gazette

EXTRAORDINARY

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

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

GOEWERMENTSKENNISGEWINGS.

GOVERNMENT NOTICES.

Onderstaande Goewermentskennisgewings word vir algemene inligting gepubliseer:—

The following Government Notices are published for general information:—

DEPARTEMENT VAN LANDE.

DEPARTMENT OF LANDS.

* No. 1854.] [16 September 1955.

* No. 1854.] [16 September 1955.

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

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

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 27 Oktober 1955 verstryk), kan by die kantoor van die Sekretaris van Lande, Uniegebou, Pretoria, aansoek gedoen word om die toekenning van ondergenoemde hoewes volgens huurkontrak vir 'n termyn van vyf (5) jaar, met die reg om die grond te eniger tyd gedurende die termyn van die huurkontrak of by verstryking daarvan aan te koop op voorwaardelike koophuurkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalinge van die Kroongrond Nederzettinge Wet, 1912, en wysigingswette en regulasies ingevolge daarvan afgekondig.

Applications will be received at the office of the Secretary for Lands, Union Buildings, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 27th 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.

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.

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

Alle aansoeke om die hoewes moet gestuur word aan die Sekretaris van Lande, Uniegebou, Pretoria, op die voorgeskrewe vorms wat verkrygbaar is by bogemelde adres, by die magistrate van die distrikte waarin die hoewes geleë is, by die Inspekteurs van Lande in wies inspeksieafdelings die hoewes val of by die Superintendent, Loskop-nedersetting, Pk. Groblersdal.

All applications for the holdings must be forwarded to Secretary for lands, Union Buildings, Pretoria, on the prescribed forms which are obtainable from the above-mentioned address, from the magistrates of the districts of which the holdings are situated, from the Inspectors of Lands of the inspectorates in which the holdings are located or from the Superintendent, Loskop Settlement, P.O. Groblersdal.

PROVINSIE TRANSVAAL.—TRANSVAAL PROVINCE.

DISTRIK/DISTRICT OF BARBERTON.

Hoewe No. Holding No.	HOEWES BESIKBAAR. Naam en nommer.	HOLDINGS FOR DISPOSAL. Name and Number.	Grootte. Area.		Koop- prys. Purchase Price.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks. Rental during Lease Period, 1st and 2nd Years, Nil.		Jaarlikse paalemente van koopprys (rente inbegrepe.) Yearly Purchase Instalments (including Interest.)
			Morg. Morgen.	Vk. roedes. Sq. Roods.		3de jaar, jaarlikse huur. 3rd Year, Yearly Rental.	4de en 5de jaar, jaarlikse huur. 4th and 5th Year, Yearly Rental.	
1	(a) Die plaas TINTO, bestaande uit Persele Nos. 266, 270, 271, 272, 273 en 274, en (b) Die plaas WHITWICK No. 172, bestaande uit Persele Nos. 263, 264, 267, 268 en 275, Seksie D, Kaap-blok	(a) The farm TINTO, comprising Lots Nos. 266, 270, 271, 272, 273 and 274, and (b) The farm WHITWICK No. 172, comprising Lots Nos. 263, 264, 267, 268 and 275, Section D, Kaap Block	286	532	£ 4,279	£ s. d. 85 11 7	£ s. d. 192 11 1	£ s. d. 202 14 5

DISTRIK/DISTRICT GROBLERSDAL.

LOSKOP-NEDERSETTING/SETTLEMENT.

2	Gedeelte 230 (bekend as Perseel E. 57), van die plaas LOSKOP-NOORD/	Portion 230 (known as Plot E. 57), of the farm NORTH No. 242	60·3770	—	£ 3,046	£ s. d. 60 18 5	£ s. d. 137 1 5	£ s. d. 144 6 2
3	Gedeelte 336 (bekend as Perseel J. 29) van die plaas LOSKOP-NOORD/	Portion 336 (known as Plot J. 29) of the farm NORTH No. 242	55·2400	—	3,425	68 10 0	154 2 6	162 5 3
4	Gedeelte 8 (bekend as Perseel J. 149) van die plaas LOSKOP-NOORD/	Portion 8 (known as Plot J. 149) of the farm NORTH No. 242	27·2547	—	4,380	87 12 0	197 2 0	207 10 2

DISTRIK/DISTRICT LETABA.

5	Gedeelte 45 ('n gedeelte van Gedeelte 1) van die verenigde plaas HARMONY	Portion 45 (a portion of Portion 1) of the consolidated farm No. 311	257·6951	—	£ 1,339	£ s. d. 26 15 8	£ s. d. 60 5 1	£ s. d. 63 8 9
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DISTRIK/DISTRICT RUSTENBURG.

6	Gedeelte 1 van die plaas KAMEELBOOM	Portion 1 of the farm No. 857	1,143·8053	—	£ 4,386	£ s. d. 43 17 2 1%	£ s. d. 43 17 2 1%	£ s. d. 91 8 10 1%
7	Die resterende gedeelte van die plaas KAMEELBOOM	The remaining extent of the farm No. 857	1,174·7297	—	4,283	42 16 7 1%	42 16 7 1%	89 5 10 1%
8	Gedeelte 13 ('n gedeelte van Gedeelte 7) van die plaas KAROOBULT	Portion 13 (a portion of Portion 7) of the farm No. 536	244·0477	—	4,700	94 0 0	211 10 0	222 13 4
9	Gedeelte 7 ('n gedeelte van Gedeelte 4) van die plaas SCHIETFONTEIN	Portion 7 (a portion of Portion 4) of the farm No. 629	542·5748	—	4,000	80 0 0	180 0 0	189 10 1

DISTRIK/DISTRICT VENTERSDORP.

10	Gedeelte 2 ('n gedeelte van Gedeelte A) van die plaas DOORNPLAAT	Portion 2 (a portion of Portion A) of the farm No. 24	515	—	£ 4,959	£ s. d. 99 3 7	£ s. d. 223 3 1	£ s. d. 234 18 9
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DISTRIK/DISTRICT WATERBERG.

Ondergenoemde hoewes bestaan uit onderverdelings van die plaas DIAMANT No. 1394 (wat die plase MATLABASFONTEIN No. 229, RHENOSTERFONTEIN No. 286, RIETVLEY No. 285, TYGERFONTEIN No. 230, WELGEVONDEN No. 284 en WILDEBEESTFONTEIN No. 297, bekend as "DIAMOND V RANCH", verenig) Undermentioned holdings comprise subdivisions of the farm DIAMANT No. 1394 (consolidating the farms MATLABASFONTEIN No. 229, RHENOSTERFONTEIN No. 286, RIETVLEY No. 285, TYGERFONTEIN No. 230, WELGEVONDEN No. 284 and WILDEBEESTFONTEIN No. 297, known as "DIAMOND V RANCH").

11	Gedeelte 1	Portion 1	1,000·0000	—	£ 3,875	£ s. d. 77 10 0	£ s. d. 174 7 6	£ s. d. 183 11 8
12	Gedeelte 2	Portion 2	1,000·0000	—	3,875	77 10 0	174 7 6	183 11 8
13	Gedeelte 8	Portion 8	1,050·0000	—	4,118	82 7 2	185 6 2	195 1 11

BESKRYWING VAN HOEWES.

Die afstand tussen die hoewes en 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 verstrekkend word.

Hoewe No. 1.—Ongeveer 12 myl noordoos van die dorp en spoorwegstasie Barberton en 3 myl noord van die spoorwegstasie Joe's Luck geleë.

Verbeterings: Woonhuis, 1,000-gelling-watertank, gemakhuisie, stoor, buitegebou, dipbak en sekere omheining.

Watervoorsiening: Noordkaaprivier.

Algemeen: Geskik vir katoen, mielies, groente en subtropiese vrugte. Die weiding bestaan uit soet- en suurgras met gewone bosveldbome. Bergagtig met gelyk grond langs die rivier.

Drakrag: 15 morg per stuks grootvee en 15 morg per 6 stuks kleinvee.

Gemiddelde reënval: 30 duim per jaar. Geleë in 'n malariagebied.

Serwituut: Mag onderworpe wees aan 'n serwituut van uitspanning.

Spesiale opmerking: Die waarde van sekere verbeterings wat deur die vorige huurder op die hoewe aangebring is, is ingesluit by die koopprys, maar indien onderhandelings met die betrokke huurder vir die oorneem daarvan teen die waarde wat daarvoor by die koopprys ingesluit is, nie slaag nie, sal die koopprys (asook die jaarlikse huur en paalemente van die koopprys) dienoreenkomstig gewysig word.

Spesiale Voorwaarde: Die huurkontrak en Kroongrondbrief wat later ten opsigte van hierdie hoewe uitgereik mag word, sal aan die volgende voorwaardes onderworpe gemaak word:—

- Alle regte op minerale op of onder die hoewe word uitdruklik aan die Staat voorbehou.
- Ten einde die status van die hoewe as Kroongrond vir die toepassing van die mineraalwette te behou, is die grond aan die Tweede Bylae van die Wet op die 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 mynwerksaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospekter en mynwerksaamhede te verrig.
- Enige prospekterder in besit van die nodige lisensie is geregtig om soveel van die oppervlakte van die hoewe as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospekter- of myndoelendes, te verkry.
- Aangesien die grond ingevolge die mineraalwette as 'n publieke delwery vir edele en onedele metale geproklameer is, is dit onderworpe aan al die serwitute ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig is op eiensvoorboude 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.

Hoewe No. 2.—Ongeveer 7 myl suid van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, stoor, gemakhuisie, tabakstoor, tabakkelder, rondawel, hoenderhok, gronddam, vrugtebome, sierbome, grens- en binneheining.

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.

Holding No. 1.—Situate approximately 12 miles north-east of Barberton Township and Railway Station and 3 miles north of Joe's Luck Railway Station.

Improvements: Dwelling-house, 1,000 gallon water tank, lavatory, shed, outbuilding, dipping tank and certain fencing.

Water supply: Noordkaap River.

General: Suitable for cotton, maize, vegetables and sub-tropical fruit. The grazing consists of sweet and sour grasses with the usual bushveld trees. Mountainous with level ground abutting on the river.

Carrying capacity: 15 morgen per head of large stock and 15 morgen per 6 head of small stock.

Average rainfall: 30 inches per annum. Situate in a malaria area.

Servitude: May be subject to a servitude of outspan.

Special Remark: The value of certain improvements which have been effected on the holding by the previous lessee, is included in the purchase price, but if negotiations with this lessee for the taking over thereof at the value which is included in the purchase price should not succeed, the purchase price (as well as the yearly rental and instalments) will be amended accordingly.

Special Condition: The lease and Crown Grant which may subsequently be issued in respect of this holding will be subject to the following conditions:—

- All rights to minerals on or under the holding are specifically reserved to the Government.
- In order to maintain the status of this holding 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 conduct mining operations.
- Any prospector in possession of the necessary licence shall be entitled to acquire such area of the holding which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting or mining purposes.
- As the land is proclaimed as a public digging for precious and base metals, in accordance with the mineral laws, it is 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 holding.

Holding No. 2.—Situate approximately 7 miles south of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, shed, lavatory, tobacco-shed, tobacco-cellar, rondawel, fowl-run, earth-dam, fruit trees, ornamental trees, external and internal fencing.

Hoewe No. 3.—Ongeveer 10 myl wes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, stoor, gemakhuisie, tabakstoor, tabakkelder, vrugtebome, piasangbome, sierbome, gronddam, grens- en binneheining.

Hoewe No. 4.—Ongeveer 17 myl wes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, sementstoor, waenhuis, gemakhuisie, tabakstoor, tabakkelder, 2 droogoonde, graaierkamer, beeskraal en stal, Naturellekamer, hoenderkamp, gronddam, droogmaaksementvloer, sugslot, sementvloer en sluis, vrugtebome, druiwestokke, grens- en binneheining.

SPESIALE OPMERKINGS.

Howes Nos. 2, 3 en 4.

Watertoevoer: Die hoewes is binne die Loskop-besproeiingskema geleë en water vir besproeiingsdoeleindes word verskaf deur die Besproeiingsdepartement aan wie waterbelasting betaalbaar is. Die Goewerment waarborg egter nie die watertoevoer nie en is nie aanspreeklik nie in geval van verlies of skade van watter aard ookal wat gely mag word as gevolg van 'n tekort aan of die afkeer van water, deursyfering of oorstroming, wat ookal die oorsaak daarvan mag wees.

Besproeibare gebiede: Op elke hoewe is daar 'n besproeibare gebied, maar die Goewerment waarborg nie die grootte daarvan nie of dat water vir 'n bepaalde besproeibare gebied deur die Besproeiingsdepartement toegestaan sal word nie. Waar hoewes nog nie vir water ingelys is nie, sal die suksesvolle applikante self met die Besproeiingsdepartement reëlings moet tref vir die inlysting van hulle besproeibare gebiede.

Reënval: Die reënval is ongeveer 25 duim per jaar op die Loskopnederstelling.

Gewasse: Die vernaamste gewasse wat op die Loskopnederstelling gekweek word, is tabak, koring, grondbontjies en aartappels.

Instelling van Komitee van Beheer.—Die Minister van Lande behou hom die reg voor om te eniger tyd te vereis dat die huurders op die nederstelling Komitees van Beheer ooreenkomstig artikel ses-en-veertig (1) (d) van die Kroongrond Nederzetting Wet, No. 12 van 1912, soos gewysig, en die regulasies gepubliseer by Goewermentskennisgewing No. 1479 van 4 Julie 1952, of enige wysigings daarvan, saamstel vir die volgende doeleindes:—

- Die instandhouding van alle paaie (behalwe publieke paaie wat onder die beheer van die Provinsiale Administrasie is), regte van deurgang en brûe op die nederstelling;
- die onderhoud en instandhouding van enige omheining langs paaie, regte van deurgang en watervore en enige grens- of ander heining op die nederstelling behalwe die grensheining van die verskillende hoewes toegeken kragtens die Kroongrond Nederzetting Wet, waarvoor die betrokke huurders of eienaars verantwoordelik sal wees;
- die bestuur en instandhouding van dipbakke wat op die nederstelling bestaan of later daarop opgerig word, en die beheer oor die dip van vee daarin;
- die verrigting van ander pligte waarvoor die huurders gesamentlik verantwoordelik is en in die algemeen vir die beheer van alle sake van algemene belang.

Tot tyd en wyl Komitees van Beheer ingestel is, moet genoemde paaie, regte van deurgang, brûe, dipbakke en omheining deur die huurders gesamentlik en afsonderlik op hulle eie koste en tot tevredenheid van die Goewerment in goeie orde en toestand gehou word. Die dipbakke moet op alle redelike tye vir die dip van die naburige vee beskikbaar wees. Die gelde betaalbaar deur die gebruikers van die dipbakke mag die tariewe wat van tyd tot tyd deur die Goewermentsveearts vir die distrik

Holding No. 3.—Situate approximately 10 miles west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, shed, lavatory, tobacco-shed, tobacco-cellar, fruit trees, banana trees, ornamental trees, earth-dam, external and internal fencing.

Holding No. 4.—Situate approximately 17 miles west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, cement shed, wagon-house, lavatory, tobacco-shed, tobacco-cellar, 2 flue-barns, grading room, cattle kraal and stable, Native room, fowl-run, earth-dam, cement drying floor, drain, cement floor and sluice, fruit trees, vineyard, external and internal fencing.

SPECIAL REMARKS.

Holdings Nos. 2, 3 and 4.

Water Supply: The holdings fall within the Loskop Irrigation Scheme and for irrigation purposes water is supplied by the Irrigation Department to whom water rates are payable. The Government does not, however, guarantee the supply of water and will not be responsible in the event of any loss or damage of any nature whatsoever which may be suffered as a result of a shortage or diversion of water, seepage or overflow through any cause whatsoever.

Irrigable Areas: On every holding there is an irrigable area, but the Government does not guarantee the extent thereof, nor that the Irrigation Department will supply water for the irrigation of any particular area. In cases where holdings have not yet been scheduled for water, the successful applicants will have to make their own arrangements with the Irrigation Department for the scheduling of their irrigable areas.

Rainfall: The rainfall is approximately 25 inches per annum on the Loskop Settlement.

Crops: The main crops grown on the Loskop Settlement are tobacco, wheat, groundnuts and potatoes.

Establishment of Committees of Management.—The Minister of Lands reserves the right at any time to require the lessees on the settlement to form Committees of Management in terms of section forty-six (1) (d) of the Land Settlement Act, No. 12 of 1912, as amended, and the regulations published by Government Notice No. 1479 of the 4th July, 1952, or any amendments thereof, for the following purposes:—

- The maintenance of all roads (except public roads which fall under control of the Provincial Administration), rights-of-way and bridges on the Settlement;
- the maintenance and upkeep of any fences along roads, rights-of-way and water-furrows and any boundary or other fencing on the Settlement, other than boundary fences of the various holdings allotted in terms of the Land Settlement Act, for which the respective lessees or owners will be responsible;
- the management and maintenance of any dipping tanks, existing or which may be constructed later on the settlement, and to control the dipping of stock therein;
- the exercising of such other responsibilities for which the lessees are jointly responsible and generally for the control of any matters of general interest.

Until such times as Committees of Management have been established, the roads, rights of way, bridges, dipping tanks and fences mentioned, must be kept in good order and condition, to the satisfaction of the Government, by the lessees, jointly and severally, at their own expense. The dipping tanks must be available at all reasonable times for the dipping of the neighbouring stock. The fees payable by users of the dipping tanks may not exceed such

vasgestel word, nie te bowe gaan nie, en dié gelde mag deur die huurders gesamentlik gehou word om enige onkoste in verband met die onderhoud van genoemde dipbakke te dek.

Weiding: Op die gemeenskaplike weiveld van die nedersetting mag die suksesvolle applikante 'n beperkte aantal vee aanhou soos bepaal mag word deur die Komitee van Beheer en/of die Minister.

Regte van deurgang: Die hoewes is onderworpe aan die regte van deurgang, ten minste 30 voet wyd, wat die Minister van Lande nodig ag om die huurders of eienaars van ander hoewes toegang tot die naaste publieke pad of tot hulle hoewes te gee.

Watervore: Die hoewes is onderworpe aan die servitude van waterleiding wat nodig mag wees ten aansien van die vore wat gemaak is of nog gemaak moet word, om die hoewes op die nedersetting en aangrensende of naburige grond te besproei en/of te dreineer, of hulle op die kaarte aangetoon word al dan nie.

SPESIALE VOORWAARDES.

Hoewes Nos. 2, 3 en 4.—Spesiale voorwaardes sal in die voorgestelde huurkontrakte en in die daaropvolgende Kroongrondbriewe opgeneem word, ingevolge waarvan—

- (a) die hoewes onderworpe is aan die servitude en voorwaardes wat voorkom of vermeld word in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (b) die hoewes onderworpe is aan 'n ewigdurende servituut van waterleiding soos bepaal in artikels *honderd-en-drie* en *honderd-en-ses* van die Besproeiings- en Waterbewarings Wet, No. 8 van 1912, soos gewysig by Wet No. 46 van 1934, ten aansien van enige bestaande kanale en afvoerslote (gebou onder die Loskop-besproeiingskema), ten gunste van die Goewerment van die Unie van Suid-Afrika, en is verder onderworpe aan die reg van die Minister of ander bevoegde gesag om enige verandering of vervanging aan te bring in die konstruksie of roete van genoemde kanale en afvoerslote en addisionele kanale en/of afvoerslote te bou. Die Goewerment sal onder geen omstandighede aanspreeklik wees vir enige skade of verlies wat deur die eienaars gely mag word oor of op die gedeeltes wat aan genoemde servituut onderworpe is nie;
- (c) die Goewerment die reg sal hê om teen betaling van vergoeding enige hoewe of enige gedeelte daarvan vir publieke doeleindes of vir 'n uitspanning terug te neem;
- (d) bestaande paaie en deurgange vry en ombelemmerd moet bly, of hulle op die kaarte aangetoon word al dan nie, en die huurders van die hoewes verplig word om aan enige aangrensende of naburige eienaar 'n noodweg of -pad te gee na of van die grond van die aangrensende of naburige eienaar;
- (e) alle regte op minerale, mineraalprodukte, mineraalolies, metale en edelgesteentes, deur of die Goewerment of 'n derde party behou word, soos bepaal in die eiendomsbewyse waarkragtens die Goewerment die grond hou;
- (f) die hoewes uitsluitlik vir landbou- en veeteelt doeleindes gebruik moet word en vir die verwerking van sodanige landbou- en ander produkte as wat die huurders daarop mag wen;
- (g) die Goewerment te eniger tyd die reg het om op sodanige wyse en op sodanige voorwaardes as wat hy wenslik ag, damme en reservoirs op die hoewes te maak en om telegraaf- en telefoonlyne, paaie, spoorweë, watervore, pylleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daarvoor te lei in die belang van die publiek, of van die eienaar, huurder of bewoner van enige grond wat in die nabyheid van die hoewes geleë is, en om vir bogenoemde doeleindes

tariffs as are fixed by the Government Veterinary Officer for the district from time to time and such fees may be retained jointly to cover any expenses in connection with the maintenance of the dipping tanks mentioned.

Grazing: On the communal grazing area of the Settlement the successful applicants may run a limited head of stock as may be defined by the Committee of Management and/or the Minister.

Rights of Way: The holdings are subject to such rights of way, at least 30 feet wide, as the Minister of Lands may deem necessary, to give lessees or owners of other holdings access to the nearest public road or to their holdings.

Water-furrows: The holdings are subject to such servitudes of aqueduct as may be necessary, whether indicated on the diagrams or not, in respect of the furrows which have been made, or are still to be made, for irrigating and/or draining the holdings on the settlement and adjoining or neighbouring lands.

SPECIAL CONDITIONS.

Holdings Nos. 2, 3 and 4.—Special conditions will be inserted in the leases which it is proposed to issue and in the Crown Grants to be issued later to the effect that—

- (a) the holdings are subject to such servitudes and conditions as appear or are referred to in the title deeds under which the Government holds the land;
- (b) the holdings shall be subject to a servitude of aqueduct in perpetuity as defined in sections *one hundred and three* and *one hundred and six* of the Irrigation and Water Conservation Act, No. 8 of 1912, as amended by Act No. 46 of 1934, in respect of any existing canals and drains (constructed under the Loskop Irrigation Scheme) in favour of the Government of the Union of South Africa, and shall further be subject to the right of the Minister or other competent authority to effect any change in or substitution of the construction or route of any of the said canals and drains and to construct additional canals and/or drains. The Government shall under no circumstances be liable for any damage or loss that may be sustained by the owners on or over the portions which are subject to the said servitude;
- (c) the Government shall have the right to resume the whole or any portion of any holding required for public or outspan purposes on payment of compensation therefor;
- (d) existing roads and thoroughfares, whether they are described on the diagram or not, shall remain free and uninterrupted, and the lessees of the holdings shall grant to any adjacent or neighbouring proprietor a way or road of necessity to or from the land of such adjacent or neighbouring proprietor;
- (e) all rights to minerals, mineral products, mineral oils, metals and precious stones are reserved either to the Crown or a third party, as provided for in the title deeds under which the Government holds the land;
- (f) the holdings shall be used solely for agricultural and pastoral purposes and for the processing of such agricultural and other products as the lessees may raise thereon;
- (g) the Government shall at all times have the right in such manner and under such conditions as it may think fit, to construct dams and reservoirs upon the holdings and to erect and construct telegraph and telephone lines, roads, railways, water-furrows, pipe-lines, canals and drains upon and conduct the same through and over the holdings in the interest of the public or of the owner, lessee or occupier of any land in the neighbourhood of the holdings;

materiaal daarvan te neem teen betaling (tensy dit by wet anders bepaal word) aan die huurders van die bedrag geld by wyse van vergoeding vir verlies of skade wat werklik gely is waaromtrent onderling tussen die Goewerment en die huurders ooreengekom mag word;

- (h) die huurkontrakte wat aan die suksesvolle applikante uitgereik sal word, sal verder die voorwaardes bevat wat gewoonlik by die huurkontrakte van hoewes op genoemde nedersetting ingelyf word.

Hoewe No. 5.—Ongeveer 6 myl suidwes van die dorp Leydsdorp en ongeveer 15 myl suidwes van die spoorwegstasie Gravelotte geleë.

Verbeterings: Sekere heinings.

Watervoorsiening: Mobeterivier.

Algemeen: Geskik vir groente en tropiese vrugte. Die weiding bestaan uit soet- en suurgas met gewone bosveld-bome.

Drakrag: 8 morg per stuks grootvee.

Gemiddelde reënval: 12 duim per jaar. Geleë in 'n malariagebied.

Serwituut: Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

Hoewe No. 6.—Ongeveer 80 myl noordwes van die dorp en spoorwegstasie Swarttruggens en 50 myl noordwes van die spoorwegstasie Middelwit geleë.

Verbeterings: Woonhuis, skuur, buitegebou, gronddam, grens- en binneheinings.

Watervoorsiening: Gronddam.

Algemeen: Geskik vir beeste, mielies en katoen. Die weiding bestaan uit soetgras met inheemse bome en bosse.

Drakrag: 5 morg per stuks grootvee.

Gemiddelde reënval: 18 duim per jaar.

Serwituut: Mag onderworpe wees aan 'n serwituut van uitspanning.

Spesiale opmerking: Die waarde van sekere verbeterings wat deur die tydelike huurder op die hoewe aangebring is, is ingesluit by die koopprys, maar indien onderhandelings met die tydelike huurder vir die oorneem daarvan teen die waarde wat daarvoor by die koopprys ingesluit is, nie slaag nie, sal die koopprys (asook die jaarlikse huur en paalemente van die koopprys) dienoreenkomstig gewysig word.

Hoewe No. 7.—Ongeveer 80 myl noordwes van die dorp en spoorwegstasie Swarttruggens en 50 myl noordwes van die spoorwegstasie Middelwit geleë.

Verbeterings: Woonhuis, gronddam, beesdip, grens- en binneheinings.

Watervoorsiening: Gronddam.

Algemeen: Geskik vir beeste, mielies en katoen. Die weiding bestaan uit soetgras met inheemse bome en bosse.

Drakrag: 5 morg per stuks grootvee.

Gemiddelde reënval: 18 duim per jaar.

Serwituut: Mag onderworpe wees aan 'n serwituut van uitspanning.

Spesiale opmerking: Die waarde van sekere verbeterings wat deur die tydelike huurder op die hoewe aangebring is, is ingesluit by die koopprys, maar indien onderhandelings met die tydelike huurder vir die oorneem daarvan teen die waarde wat daarvoor by die koopprys ingesluit is, nie slaag nie, sal die koopprys (asook die jaarlikse huur en paalemente van die koopprys) dienoreenkomstig gewysig word.

SPESIALE VOORWAARDES.

Hoewes Nos. 6 en 7.—Die huurkontrakte en Kroon-grondbriewe wat later ten opsigte van hierdie hoewes uitgereik mag word, sal aan die volgende voorwaardes onderworpe gemaak word:—

- Alle regte op minerale op of onder die hoewes word uitdruklik aan die Staat voorbehou.
- Ten einde die status van die hoewes as Kroon-grond 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.

and to take materials therefrom for the foregoing purposes, on payment (save as may be otherwise provided by law) to the lessees of such sums of money as compensation for loss or damage actually sustained as may be mutually agreed upon between the Government and the lessees;

- (h) the leases to be issued to the successful applicants will further contain such conditions as are usually embodied in leases of holdings on the said settlement.

Holding No. 5.—Situate approximately 6 miles south-west of Leydsdorp Township and approximately 15 miles south-west of Gravelotte Railway Station.

Improvements: Certain fencing.

Water supply: Mobete River.

General: Suitable for vegetables and tropical fruit. The grazing consists of sweet and sour grass with ordinary bushveld trees.

Carrying capacity: 8 morgen per head of large stock.

Average rainfall: 12 inches per year. Situate in a malaria area.

Servitude: The mineral and ancillary rights are reserved in favour of a third party.

Holding No. 6.—Situate approximately 80 miles north-west of Swarttruggens Township and Railway Station and 50 miles north-west of Middelwit Railway Station.

Improvements: Dwelling-house, shed, out-building, earth dam, external and internal fencing.

Water supply: Earth dam.

General: Suitable for cattle, maize and cotton. The grazing consists of sweet grass with indigenous trees and shrubs.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 18 inches per annum.

Servitude: May be subject to a servitude of outspan.

Special remark: The value of certain improvements which have been effected on the holding by the temporary lessee is included in the purchase price, but if negotiations with the temporary lessee for the taking over thereof at the value which is included in the purchase price should not succeed, the purchase price (as well as the yearly rental and instalments) will be amended accordingly.

Holding No. 7.—Situate approximately 80 miles north-west of Swarttruggens Township and Railway Station and 50 miles north-west of Middelwit Railway Station.

Improvements: Dwelling-house, earth dam, cattle dipping tank, external and internal fencing.

Water Supply: Earth dam.

General: Suitable for cattle, maize and cotton. The grazing consists of sweet grass with indigenous trees and shrubs.

Carrying capacity: 5 morgen per head of large stock.

Average rainfall: 18 inches per annum.

Servitude: May be subject to a servitude of outspan.

Special Remark: The value of certain improvements which have been effected on the holding by the temporary lessee, is included in the purchase price, but if negotiations with the temporary lessee for the taking over thereof at the value which is included in the purchase price should not succeed, the purchase price (as well as the yearly rental and instalments) will be amended accordingly.

SPECIAL CONDITIONS.

Holdings Nos. 6 and 7.—The leases and Crown Grants which may subsequently be issued in respect of these 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.

- (c) 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 prospektee en mynwerkzaamhede te verrig. Dieselfde fasiliteite moet toegestaan word aan ander persone aan wie die reg verleen is kragtens die mineraalwette om te prospektee en mynwerkzaamhede te verrig.
- (d) Enige prospektee in besit van die nodige lisensie is geregtig om soveel van die oppervlakte van die hoewes as wat na die mening van die Mynkommissaris redelikerwys nodig mag wees vir prospektee- of myndoelindes, te verkry.
- (e) Aangesien die grond ingevolge die mineraalwette as 'n publieke delwery vir edele en onedele metale geproklameer is, is dit onderworpe aan al die servitute ingevolge die wette wat op geproklameerde grond betrekking het; met dien verstande dat die huurder of eienaar nie geregtig is op eienaarsvoorbehoude of die halwe aandeel van enige kleimlisensie- of mynhuurgelde ten opsigte van mynregte op die hoeve wat ontvang word of ontvang mag word nie.

Hoewe No. 8.—Ongeveer 56 myl noordoos van die dorp en spoorwegstasie Rustenburg en 29 myl suidoos van die spoorwegstasie Northam geleë.

Verbeterings: Woonhuis, dam, tabakstoor en gradeerkamer, kelder, sentrifugaalpomp en pype en sekere heinings.

Watervoorsiening: Krokodilrivier.

Algemeen: Geskik vir koring, tabak, mielies en hawer. Die weiding bestaan uit bosveldbome.

Drakrag: 8 morg per stuks grootvee en 3 morg per stuks kleinvee.

Gemiddelde reënval: 23 duim per jaar.

Hoewe No. 9.—Ongeveer 30 myl noordoos van die dorp en spoorwegstasie Rustenburg en 18 myl wes van die spoorwegstasie Beestekraal geleë.

Verbeterings: Tabakskuur, tabakkelder, gradeerkamer, kamer, Naturellehuis, sementdam, enjin, sentrifugaalpomp en pype en sekere omheining.

Watervoorsiening: Hexrivier.

Algemeen: Geskik vir katoen, grondbone, tabak, koring en mielies. Die weiding bestaan uit soet- en suurgras en bosveldbome.

Drakrag: 8-10 morg per stuks grootvee en 3 morg per stuks kleinvee.

Gemiddelde reënval: 20 duim per jaar.

Hoewe No. 10.—Ongeveer 20 myl noordoos van die dorp en spoorwegstasie Ventersdorp en 15 myl noord van die spoorwegstasie Buckingham geleë.

Verbeterings: Woonhuis, buitegebou, boorgat, enjin met kragkop, 1,000-gelling-sementtenk op klipvoetstuk, half-voltooid sementdam met suipkrip, grens- en binneheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, kafferkoring, beeste en skape. Die weiding bestaan uit soet- en suurgras.

Drakrag: 5 morg per stuks grootvee en 2½ morg per stuks kleinvee.

Gemiddelde reënval: 24 duim per jaar.

Ligging van Hoewes Nos. 11, 12 en 13.—Hierdie hoewes is ongeveer 40 tot 50 myl noordoos van die spoorwegstasies Thambazimbi en Vaalwater en 80 tot 90 myl noordwes van die dorp en spoorwegstasie Nylstroom geleë.

Hoewe No. 11.

Verbeterings: Boorgat en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Die weiding bestaan uit soetgras met bosveldbome.

Drakrag: 7 tot 8 morg per stuks grootvee.

Gemiddelde reënval: 20 duim per jaar.

Servituut: Onderworpe aan 'n servituut van uitspanning, groot 1/75ste van 1,000 morg.

- (c) 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 conduct mining operations.

- (d) Any prospector in possession of the necessary licence shall be entitled to acquire such area of the holdings which may, in the opinion of the Mining Commissioner, reasonably be required for prospecting or mining purposes.

- (e) As the land is proclaimed as a public digging for precious and base metals, in accordance with the mineral laws, it is 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 holding.

Holding No. 8.—Situate approximately 56 miles north-east of Rustenburg Township and Railway Station and 29 miles south-east of Northam Railway Station.

Improvements: Dwelling-house, dam, tobacco-shed and grading room, cellar, centrifugal pump and piping and certain fencing.

Water supply: Crocodile River.

General: Suitable for wheat, tobacco, maize and oats. The grazing consists of bushveld trees.

Carrying capacity: 8 morgen per head of large stock and 3 morgen per head of small stock.

Average rainfall: 23 inches per annum.

Holding No. 9.—Situate approximately 30 miles north-east of Rustenburg Township and Railway Station and 18 miles west of Beestekraal Railway Station.

Improvements: Tobacco-shed, tobacco-cellar, grading room, room, Native dwelling, cement dam, engine, centrifugal pump and piping and certain fencing.

Water supply: Hex River.

General: Suitable for cotton, groundnuts, tobacco, wheat and maize. The grazing consists of sweet and sour grass and bushveld trees.

Carrying capacity: 8-10 morgen per head of large stock and 3 morgen per head of small stock.

Average rainfall: 20 inches per annum.

Holding No. 10.—Situate approximately 20 miles north-east of Ventersdorp Township and Railway Station and 15 miles north of Buckingham Railway Station.

Improvements: Dwelling-house, outbuilding, borehole, engine with power head, 1,000 gallon cement water tank on stone stand, partly completed cement reservoir with drinking trough, external and internal fencing.

Water supply: Borehole.

General: Suitable for maize, kaffir-corn, cattle and sheep. The grazing consists of sweet and sour grass.

Carrying capacity: 5 morgen per head of large stock and 2½ morgen per head of small stock.

Average rainfall: 24 inches per annum.

Situation of Holdings Nos. 11, 12 and 13.—These holdings are situate approximately 40 to 50 miles north-east of Thambazimbi and Vaalwater Railway Stations, and 80 to 90 miles north-west of Nylstroom Township and Railway Station.

Holding No. 11.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, groundnuts and kaffirbeans. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 7 to 8 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitude: Subject to a servitude of outspan, in extent 1/75th of 1,000 morgen.

Hoewe No. 12.

Verbeterings: Boorgat en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Die weiding bestaan uit soetgras met bosveld-bome.

Drakrag: 7 tot 8 morg per stuks grootvee.

Gemiddelde reënval: 20 duim per jaar.

Servitude:

- (1) Onderworpe aan 'n servituut van uitspanning, groot 1/75ste van 1,000 morg.
- (2) Die mineraal- en ondergeskikte regte is gedeeltelik ten gunste van 'n derde party voorbehou.

Hoewe No. 13.

Verbeterings: Boorgat en sekere omheining.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste, grondboontjies en kafferboontjies. Die weiding bestaan uit soetgras met bosveld-bome.

Drakrag: 7 tot 8 morg per stuks grootvee.

Gemiddelde reënval: 20 duim per jaar.

Servitude:

- (1) Onderworpe aan 'n servituut van uitspanning, groot 1/75ste van 1,050 morg.
- (2) Die mineraal- en ondergeskikte regte is ten gunste van 'n derde party voorbehou.

SPEZIALE OPMERKINGS.**Hoewes Nos. 11 en 12.**

(1) Twee-derdes van al die binneheining wat op hierdie twee hoewes en gedeelte 3 van gemelde plaas (laasgenoemde is reeds toegeken) bestaan het, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die twee suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe No. 13.

(2) Twee-derdes van al die binneheining wat op hierdie hoewe en gedeeltes 9 en 10 van gemelde plaas (waarvan gedeelte 10 reeds toegeken is) bestaan het, sal onder toesig van die Inspekteur van Lande, Nylstroom, in gelyke dele tussen die twee suksesvolle applikante verdeel word vir gebruik op hulle onderskeie hoewes.

Hoewe Nos. 11, 12 en 13.

(3) Die koste verbonde aan die boorwerk wat op hierdie drie hoewes verrig is, is nog nie bekend nie. Sodra die koste bekend is, sal die betrokke bedrag by die koopprys van elke hoewe gevoeg word as gevolg waarvan die kooppryse, jaarlikse huur en paalemente dienooreenkomstig verhoog sal word.

SPEZIALE VOORWAARDE.**Hoewes Nos. 11, 12 en 13.**

Die huurder van enige gedeelte van die verenigde plaas Diamant No. 1394 is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, '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.

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: 4½ persent per jaar. In geval van verlenging van huurkontrak na vyf jaar: 4½ persent per jaar.

Holding No. 12.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, groundnuts, and kaffirbeans. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 7 to 8 morgen per head of large stock. Average rainfall: 20 inches per annum.

Servitudes:

- (1) Subject to a servitude of outspan, in extent 1/75th of 1,000 morgen.
- (2) The mineral and ancillary rights are partly reserved in favour of a third party.

Holding No. 13.

Improvements: Borehole and certain fencing.

Water supply: Borehole.

General: Suitable for cattle, groundnuts and kaffirbeans. The grazing consists of sweet grass with bushveld trees.

Carrying capacity: 7 to 8 morgen per head of large stock.

Average rainfall: 20 inches per annum.

Servitudes:

- (1) Subject to a servitude of outspan, in extent 1/75th of 1,050 morgen.
- (2) The mineral and ancillary rights are reserved in favour of a third party.

SPECIAL REMARKS.**Holdings Nos. 11 and 12.**

(1) Two-thirds of all the internal fencing which were on these two holdings and portion 3 of the said farm (the latter has already been allotted), will be divided in equal shares amongst the two successful applicants under the supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holding No. 13.

(2) Two-thirds of all the internal fencing which were on this holding and portions 9 and 10 of the said farm (portion 10 has already been allotted), will be divided in equal shares amongst the two successful applicants under the supervision of the Inspector of Lands, Nylstroom, for use on their respective holdings.

Holdings Nos. 11, 12 and 13.

(3) The costs in connection with the boring operations which have been conducted on these three holdings are not yet known. As soon as the costs are known, the relative amount will be added to the purchase price of each holding as a result whereof the purchase prices, yearly rental and instalments will be increased accordingly.

SPECIAL CONDITION.**Holdings Nos. 11, 12 and 13.**

The lessee of any portion of the consolidated farm Diamant No. 1394, is compelled to grant to any adjacent or neighbouring lessee of any portion of the relative farm, 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.

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: 4½ per cent per annum. In the event of extension of lease after five years:

4½ per cent per annum.

Ingeval die reg van voorwaardelike aankoop uitgeoefen word, is die koopprys betaalbaar in 65 gelyke jaarlikse paalemente 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.

Inbesitneming.—Die huurkontrakte wat uitgereik sal word, sal bepalinge bevat dat die huurders die hoewes wat aan hulle toegeken word, persoonlik en op nuttige wyse moet bewoon binne 'n sekere termyn na die datum van toekenning en daarna vir 'n bepaalde termyn elke kalenderjaar soos hieronder aangegee:—

Hoewes Nos. 1 tot 5 moet binne 3 maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 6 en 7 en 10 tot 13 moet binne 3 maande in besit geneem word en vir minstens 10 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 8 en 9 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 bercep 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 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 Kroon-grond gedurende 'n termyn van vyf jaar na die datum van die huurkontrak of die datum van voltooiing van die boorgat, na gelang van die geval.

'n Voorwaarde van die huurkontrak sal wees dat die suksesvolle applikant vir enigeen van bogenoemde hoewes waarop boorgate bestaan of na toekenning geboor sal word, verantwoordelik gehou sal word vir die behoorlike sorg vir en onderhoud van die boorgat of boorgate op sy hoewe en aanspreeklik sal wees vir enige skade daaraan veroorsaak. Hy moet derhalwe onder geen omstandighede sonder behoorlike pompasjinerie 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 applikant, alvorens hulle pompasjinerie oprig, by die Direkteur van Besproeiing, Pretoria, navraag te doen betreffende die masjinerie wat die geskikste is vir gebruik in verband met die boorgate.

Opmetings.—Indien dit ooit nodig word om die hoewe opnuut op te meet of 'n Sertifikaat van Gewysigde Titel uit te neem weens foute in die bestaande opmeting, moet alle koste van so 'n opmeting of Sertifikaat van Gewysigde Titel 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

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.

Occupation.—The leases to be issued will contain conditions to the effect that the lessees shall personally and beneficially occupy the holdings allotted within a certain period from the date of allotment and thereafter for a particular period during every calendar year as follows:—

Holdings Nos. 1 to 5 must be occupied within 3 months and for at least 9 months in every calendar year.

Holdings Nos. 6 and 7 and 10 to 13 must be occupied within 3 months and for at least 10 months in every calendar year.

Holdings Nos. 8 and 9 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

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.—In geval 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 bydrae of aanspreeklikheid vir die betaling van die bydrae moet aanvaar voor die registrasie van die huurkontrak, moet die suksesvolle applikant by die toekenning van 'n 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, tunnels 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, mineraalprodukte, 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.

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 vervoerkonsessies in verband met die besigtiging van hoewes toe nie.

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

* No. 1855.]

[16 September 1955.]

HOEWES TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 27 Oktober 1955 verstryk), kan by die kantoor van die Sekretaris van Lande, Uniegebou, Pretoria, 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.

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.

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. 1855.]

[16 September 1955.]

HOLDINGS TO LET.

Applications will be received at the office of the Secretary for Lands, Union Buildings, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 27th 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.

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 Sekretaris van Lande, Uniegebou, Pretoria, op die vorms wat verkrygbaar is by bogenoemde adres, by die Magistraat van die distrik waarin die hoewes geleë is of by die Inspekteur van Lande, Witrivier.

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

All applications must be forwarded to the Secretary for Lands, Union Buildings, Pretoria, on the forms which are obtainable from the abovementioned address, from the Magistrate of the district in which the holdings are situated or from the Inspector of Lands, Witrivier.

PROVINSIE TRANSVAAL.—TRANSVAAL PROVINCE.
DISTRIK/DISTRICT OF 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.
1	Die plaas QUAGGA	The farm No. 409	2,016.7066	£ s. d. 244 4 0	£ s. d. 61 1 0
2	Die resterende gedeelte van die plaas AMO No. 298	The remaining extent of the farm	2,304.9185	500 0 0	125 0 0
3	Sekere gedeelte van die resterende gedeelte van die plaas VLAKBULT	Certain portion of the remaining extent of the farm No. 106.	± 276.9	138 9 0	34 12 3
4	Sekere gedeelte van die resterende gedeelte van die plaas VLAKBULT	Certain portion of the remaining extent of the farm No. 106	± 168.6	84 6 0	21 1 6

BESKRYWING VAN HOEWES.

Die afstand tussen die hoewes en 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 verstrek word.

Hoewe No. 1.—Ongeveer 15 myl suid van die dorp en spoorwegstasie Komatipoort geleë.

Verbeterings: Boorgat.

Watervoorsiening: Boorgat.

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

Drakrag: 5 morg per stuks grootvee of 1 morg per stuks kleinvee.

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

Serwituut: Onderworpe aan 'n serwituut van uitspanning, groot 1/75ste van 2,016 morg 424 vierkante roedes.

Hoewe No. 2.—Ongeveer 50 myl noordoos van die dorp Barberton en ongeveer 12 myl oos van die spoorwegstasie Louw's Creek geleë.

Verbeterings: Sekere omheining.

Watervoorsiening: Spruit en fontein.

Algemeen: Geskik vir beeste. Die weiding bestaan uit soet- en suurgras.

Drakrag: 20 morg per stuks grootvee.

Gemiddelde reënval: 35 duim per jaar. Geleë in 'n malariagebied.

Hoewes Nos. 3 en 4.—Ongeveer 60 myl oos van die dorp Barberton en ongeveer 40 myl suidwes van die spoorwegstasie Komatipoort geleë.

Verbeterings: Geen.

Watervoorsiening: Lomatirivier.

Algemeen: Geskik vir beeste, bokke, basterskape, wintergesaaides (groente), subtropiese vrugte, tabak en kafferkoring.

Drakrag: Een morg per stuks kleinvee en 5 morg per stuks grootvee.

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

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.

Holding No. 1.—Situate approximately 15 miles south of Komatipoort Township and Railway Station.

Improvements: Borehole.

Water supply: Borehole.

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

Carrying capacity: 5 morgen per head of large stock or 1 morgen per head of small stock.

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

Servitude: Subject to a servitude of outspan, measuring 1/75th of 2,016 morgen 424 square roods.

Holding No. 2.—Situate approximately 50 miles north-east of Barberton Township and approximately 12 miles east of Louw's Creek Railway Station.

Improvements: Certain fencing.

Water supply: Spruit and fountain.

General: Suitable for cattle. The grazing consists of sweet and sour grass.

Carrying capacity: 20 morgen per head of large stock.

Average rainfall: 35 inches per annum. Situate in a malaria area.

Holdings Nos. 3 and 4.—Situate approximately 60 miles east of Barberton Township and approximately 40 miles south-west of Komatipoort Railway Station.

Improvements: None.

Water supply: Lomati River.

General: Suitable for cattle, goats, bastard sheep, winter crops (vegetables), sub-tropical fruit, tobacco and kaffir-corn.

Carrying capacity: One morgen per head of small stock and 5 morgen per head of large stock.

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

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.

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 okkuper.

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 enigeen van sy belange in die huurkontrak of hoewe oormaak, sodeer of verhipotekeer nie en geen Natrelle, Kleurlinge of Asië, 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.

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. 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 second 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 of 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 farming 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. 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, tunnells en ander toestande voortspruitende 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.

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 naast epublieke pad, mits die 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 sonder 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 geregiestreerde pos versend is, en vir doeleindes van regsdinge 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.

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

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 provisions 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.

GENERAL REMARK.

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.

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van die Departement van Handel en Nywerheid*

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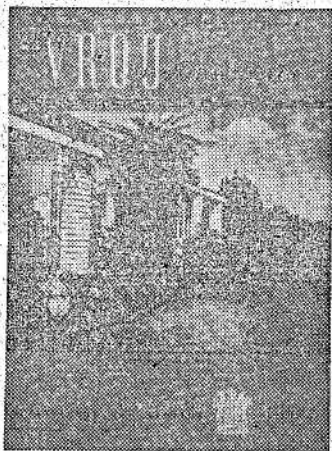
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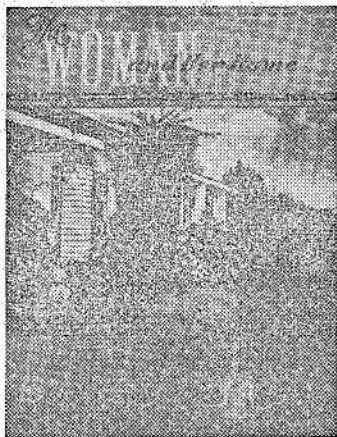
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