

PLEASE RETURN
TO
LIBRARY DEPT.

WORLD AMERICAN CORPORATION OF S.A. LTD.



UNIE VAN SUID-AFRIKA
UNION OF SOUTH AFRICA

(As 'n Nuusblad by die Poskantoor Geregistreer)

BUITENGEWONE EXTRAORDINARY
Staatskoerant
Government Gazette

(Registered at the Post Office as a Newspaper)

Vol. CLXXXV.] PRYS 6d. PRETORIA, 14 SEPTEMBER 1956. PRICE 6d. [No 5741.
14 SEPTEMBER

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

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

GOEWERMENSKENNISGEWINGS

Onderstaande Goewermementskennisgewings word vir algemene inligting gepubliseer:—

DEPARTEMENT VAN LANDE.

* No. 1701.] [14 September 1956.
HOEWES BESKIKBAAR KRAGTENS DIE NEDER-
SETTINGSWET, 1956.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 25 Oktober 1956 verstryk), kan by die kantoor van die Sekretaris van Lande, Aquilagebou, Schoemanstraat 157, 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 huurkoopkontrak wat oor 'n tydperk van vyf-en-sestig (65) jaar strek, ooreenkomstig en behoudens die bepalings van die Nedersettingswet, 1956, 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 die hoewes moet gestuur word aan die Sekretaris van Lande, Aquilagebou, Schoemanstraat 157, Pretoria, op die voorgeskrewe vorms wat verkrygbaar is by bogemelde adres, by die landdroste van die distrikte waarin die hoewes geleë is, of by die Inspekteurs van Lande in wie se inspeksieafdeling die hoewes val.

GOVERNMENT NOTICES.

The following Government Notices are published for general information:—

DEPARTMENT OF LANDS.

* No. 1701.] [14 September 1956.
HOLDINGS AVAILABLE UNDER THE LAND
SETTLEMENT ACT, 1956.

Applications will be received at the office of the Secretary for Lands, Aquila Building, 157 Schoeman Street, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 25th October, 1956), 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, 1956, and any regulations published thereunder.

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

All applications for the holdings must be forwarded to the Secretary for Lands, Aquila Building, 157 Schoeman Street, Pretoria, on the prescribed forms which are obtainable from the above-mentioned address, from the landdrosts of the districts in which the holdings are situated, or from the Inspectors of Lands of the inspectorates in which the holdings are located.

PROVINSIE TRANSVAAL.—TRANSVAAL PROVINCE.

DISTRIK/DISTRICT BRITS.

Hoewe No. Holding No.	HOEWES BESKIKBAAR.		HOLDINGS FOR DISPOSAL.		Koop- prys.	Huur gedurende 2de en 3de jaar, Nil. 2nd Years, Nil.		jaarlikse rentes koopprys (rente inbegrepe).
	Naam en nommer.	Name and Number.	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	Gedeelte 49 (gedeelte van gedeelte 1 van gedeelte P) van die plaas HARTEBEEFTONTEIN No. 5.	Portion 49 (a portion of portion 1 of Portion P) of the farm HARTEBEEFTONTEIN No. 5.	21·9366	—	£ 2,648	£ s. d. 52 19 2	£ s. d. 129 1 10	£ s. d. 134 6 1
2	(a) Gedeelte 311 (n gedeelte van gedeelte 1 genoem Arbury van gedeelte J) van en (b) Onverdeelde 1/6de aan- deel in die resterende ge- deelte van gedeelte 1 genoem Arbury van ge- deelte J van die plaas ZOUTPANSDRIFT No. 51.	(a) Portion 311 (a portion of portion 1 called Arbury of portion J) of and (b) An undivided 1/6th share in the remaining extent of portion 1 called Ar- bury of portion J of the farm ZOUTPANSDRIFT No. 51.	35·9868	—	3,402	68 0 10	165 16 11	172 10 11

DISTRIK/DISTRICT GROBLERSDAL.

3	Gedeelte 54 (bekend as Per- seel No. B. 20) van die plaas LOSKOP-SUID No. 243.	Portion 54 (known as Lot No. B. 20) of the farm	44·3598	—	3,515	70 6 0	171 6 2	178 5 7	
4	Gedeelte 78 (bekend as Per- seel No. J. 66) van die plaas LOSKOP-NOORD No. 242.	Portion 78 (known as Lot No. J. 66) of the farm	36·7188	—	3,600	72 0 0	175 10 0	182 11 10	
5	Gedeelte 11 (bekend as Per- seel No. J. 154) van die plaas LOSKOP-NOORD No. 242.	Portion 11 (known as Lot No. J. 154) of the farm	32·4957	—	3,560	71 4 0	173 11 0	180 11 3	

DISTRIK/DISTRICT LETABA.

6	(a) Die resterende gedeelte van die plaas LEEUEWKOP No. 148 en (b) Die resterende gedeelte van die plaas LEEUEWSPRUIT No. 475.	(a) The remianing extent of the farm and (b) The remaining extent of the farm	1,898· 8316	—	5,843	58 8 5 1 %	58 8 5 1 %	121 16 4 1 %	
---	--	---	----------------	---	-------	---------------	---------------	-----------------	--

DISTRIK/DISTRICT MARICO.

7	Gedeelte 9 (n gedeelte van gedeelte C) van die plaas BUFFELSHOEK No. 284.	Portion 9 (a portion of por- tion C) of the farm	600	—	4,315	86 6 0	210 7 2	218 17 1	
---	---	---	-----	---	-------	--------	---------	----------	--

DISTRIK/DISTRICT POTGIETERSRUS.

8	Gedeelte A van die plaas ELANDSBOSCH No. 1056.	Portion A of the farm	332	545	2,885	57 14 0	140 12 11	146 6 6	
---	---	-----------------------	-----	-----	-------	---------	-----------	---------	--

DISTRİK/DISTRICT RUSTENBURG.

Ondergenoemde hoewes bestaan uit onderverdelings van die gekonsolideerde plaas CYFERFONTEIN No. 370 (wat die restant van, die resterende gedeelte van gedeelte van, die noordelike gedeelte van, en 'n gedeelte van die noordelike gedeelte van die plaas CYFERFONTEIN No. 370 verenig).

Undermentioned holdings comprise subdivisions of the consolidated farm CYFERFONTEIN No. 370 (consolidating: the remaining extent of; the remaining extent of a portion of; the northern portion of and a portion of the northern portion of the farm CYFERFONTEIN No. 370).

Hoewe No. Holding No.	HOEWES BESKIKBAAR.		HOLDINGS FOR DISOPSAL.		Grootte. Area.		Koop- prys.	Huur gedurende huurtermyn, 1ste en 2de jaar, niks <i>Rental during Lease Period, 1st and 2nd Years, Nil.</i>		Jaarlikse Paalemente van koopprys (rente inbegrepe).
	Naam en nommer.	Name and Number.	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.		Yearly Purchase Instalments (including Interest).		
9	Gedeelte 1	Portion 1	886-3307	—	£ 5,057	£ s. d. 101 2 10	£ s. d. 246 10 7	£ s. d. 256 9 9		
10	Gedeelte 2	Portion 2	849-1562	—	6,207	124 2 10	302 11 10	314 16 4		
11	Gedeelte 3	Portion 3	849-1562	—	4,917	98 6 10	239 14 1	249 7 9		
12	Gedeelte 4	Portion 4	205-3760	—	2,687	53 14 10	130 19 10	136 5 8		

DISTRİK/DISTRICT RUSTENBURG.

13	Gedeelte C van gedeelte 1 van die plaas RIETFONTEIN No. 716.	Portion C of portion 1 of the farm No. 716.	55	195	1,203	24 1 2	58 12 11	61 0 4
----	---	--	----	-----	-------	--------	----------	--------

DISTRİK WARMBAD.—DISTRICT WARM BATHS.

14	Gedeelte 7 ('n gedeelte van gedeelte 5) van die plaas DROOGKLOOF No. 79.	Portion 7 (a portion of portion 5) of the farm No. 79.	500	—	3,633	72 13 2	177 2 2	184 5 3
----	---	---	-----	---	-------	---------	---------	---------

DISTRİK/DISTRICT WATERBERG.

Ondergenoemde hoewes bestaan uit onderverdelings van die gekonsolideerde plaas HERMANUSDOORNS No. 84 (wat die plase TAMBOTIEDRAAI No. 168, HERMANUSDOORNS No. 237, KRUIDFONTEIN No. 84 en LAATSGEVONDEN No. 220 verenig).

Undermentioned holdings comprise sub-divisions of the consolidated farm HERMANUSDOORNS No. 84 (consolidating the farms TAMBOTIEDRAAI No. 168, HERMANUSDOORNS No. 237, KRUIDFONTEIN No. 84 and LAATSGEVONDEN No. 220).

15	Gedeelte 1	Portion 1	705	—	4,114	82 5 7	200 11 2	208 13 2
16	Gedeelte 2	Portion 2	825	—	5,700	114 0 0	277 17 6	289 2 0
17	Gedeelte 3	Portion 3	875	—	4,524	90 9 7	220 10 11	229 9 1
18	Gedeelte 4	Portion 4	741-2358	—	3,461	69 4 5	168 14 6	175 10 9
19	Gedeelte 5	Portion 5	785-6302	—	3,119	62 7 7	152 1 1	158 3 10
20	Gedeelte 6	Portion 6	990-5196	—	3,287	65 14 9	160 4 10	166 14 3
21	Gedeelte 7	Portion 7	987-6683	—	3,584	71 13 7	174 14 5	181 15 7
22	Resterende gedeelte	Remaining extent	1,199- 1904	—	4,246	84 18 5	206 19 10	215 7 1

DISTRİK/DISTRICT WATERBERG.

23	Gedeelte E van gedeelte van die plaas RIETFONTEIN No. 950.	Portion E of portion of the farm No. 950.	299	—	1,749	34 19 7	85 5 3	88 14 2
----	---	--	-----	---	-------	---------	--------	---------

DISTRİK/DISTRICT SOUTPANSBERG.

24	Die plaas ALTENBURG No. 626	The farm No. 626	2,795	81	1,548	30 19 2	75 8 4	78 10 3
----	--------------------------------	---------------------	-------	----	-------	---------	--------	---------

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 8 myl suidoos van die dorp en spoorwegstasie Brits geleë.

Verbeterings: Woonhuis, naturellekamer, boorgat, dam en sekere omheining.

Watervoorsiening: Spruit en boorgat. Die hoewe is binne die Hartebeestpoortbesproeiingskema geleë.

Algemeen: Geskik vir koring, tabak, mielies, blomme en sitrusvrugte.

Serwitute:

- (a) Geregtig tot serwitute van water, watervore, onderaardse pypleiding en deurgang of pad; en
- (b) onderworpe aan serwitute van waterleiding, reg tot suiping van vee en verdeling van waterregte.

Soos volledig in Akte van Transport No. 20575/1951 uiteengesit is.

Hoewe No. 2.—Ongeveer 10 myl noord van die dorp en spoorwegstasie Brits geleë.

Verbeterings: Woonhuis, gemakhuisie, 2 naturellekamers, 2 oonde, tabakblaarvlegplek, sorteerkamer, kelder, waenhuis, gronddam en sekere omheining.

Watervoorsiening: Die hoewe is binne die Hartebeestpoortbesproeiingskema geleë.

Algemeen: Geskik vir tabak, koring, vrugte en groente. Die weiding bestaan uit suurveld.

Serwitute:

- (1) *Gedeelte 311 van genoemde plaas.*—Onderworpe aan en geregtig tot sekere regte op 'n dam, watervoor, deurgangreg en waterleiding; en
- (2) *Resterende gedeelte van genoemde plaas.*—Onderworpe aan sekere regte op 'n dam en watervoor.

Soos volledig in Akte van Transport No. 19585/1952 uiteengesit is.

Hoewe No. 3.—Ongeveer 13 myl suidwes van die dorp en spoorwegstasie Groblersdal geleë.

Verbeterings: Woonhuis, gemakhuisie, skuur, 2 gronddamme, een met 'n klep, tabakstoor, tabakkelder, sorteerkamer, sekere binneheining en 25 vrugtebome.

Hoewe No. 4.—Ongeveer 12 myl wes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings:—Woonhuis, stoor van sementsteen, tabakstoor, kelder, sorteerkamer, gronddam, 2 koeistalle, 6 naturellerondawels, gemakhuisie (geen waarde), dampyp, grensheining, 125 populierbome, 8 sitrusbome, 10 gemengde vrugtebome, 50 druwestokke, sentrifugale pomp met pype aangelê vanaf kanaal.

Hoewe No. 5.—Ongeveer 18 myl suidwes van die dorp en spoorwegstasie Marble Hall geleë.

Verbeterings: Woonhuis, gemakhuisie, skuur, tabakskuur, tabakkelder, sorteerkamer, 400 tree binneheining, 60 gemengde vrugtebome en wingerdstokke, 120 sierbome, nl. populier en jakkarandas, dreineringsput, dreineringsvoor, hoenderhok, gronddam, 7 naturellehutte.

SPESIALE OPMERKINGS.

Hoewes Nos. 3, 4 en 5.

Watertoevoer: Die hoewes is binne die Loskopbesproeiingskema geleë en water vir besproeiingsdoeleindes

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 8 miles south east of Brits Township and Railway Station.

Improvements: Dwelling-house, native room, borehole, dam and certain fencing.

Water supply: Spruit and borehole. The holding is situate within the Hartebeestpoort Irrigation Scheme.

General: Suitable for wheat, tobacco, mealies, flowers and citrus.

Servitudes:

- (a) Entitled to servitudes of water, water-furrows, underground pipeline and thoroughfare or road;
- (b) subject to servitudes of aqueduct, right to watering of cattle and distribution of water rights.

As more fully set out in Deed of Transfer No. 20575/1951.

Holding No. 2.—Situate approximately 10 miles north of Brits Township and Railway Station.

Improvements: Dwelling-house, lavatory, 2 native rooms, 2 ovens, place for plaiting tobacco leaves, sorting room, cellar, wagon-house, earth-dam and certain fencing.

Water supply: The holding is situate within the Hartebeestpoort Irrigation Scheme.

General: Suitable for tobacco, wheat, fruit and vegetables. The grazing consists of sour veld.

Servitudes:

- (1) *Portion 311 of the said farm.*—Subject and entitled to certain rights to dam, water-furrow, right-of-way and aqueduct; and
- (2) *Remaining extent of the said farm.*—Subject to certain rights to a dam and water-furrow.

As more fully set out in Deed of Transfer No. 19585/1952.

Holding No. 3.—Situate approximately 13 miles south west of Groblersdal Township and Railway Station.

Improvements: Dwelling-house, lavatory, shed, 2 earth dams, one with a valve, tobacco store, tobacco cellar, sorting-room, certain internal fencing and 25 fruit trees.

Holding No. 4.—Situate approximately 12 miles west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, store of cement bricks, tobacco store, cellar, sorting room, earth-dam, 2 cow stables, 6 native rondavels, lavatory (of no value), outlet pipe for dam, external fencing, 125 poplar trees, 8 citrus trees, 10 mixed fruit trees, 50 vines, centrifugal pump with piping laid on from canal.

Holding No. 5.—Situate approximately 18 miles south west of Marble Hall Township and Railway Station.

Improvements: Dwelling-house, lavatory, shed, tobacco shed, tobacco cellar, sorting room, 400 yards internal fencing, 60 mixed fruit trees and vines, 120 ornamental trees, viz. poplar and jacarandas. Drain, well for draining purposes, fowlhouse, earth-dam, 7 native-dwellings.

SPECIAL REMARKS.

Holdings Nos. 3, 4 and 5.

Water supply: The holdings fall within the Loskop Irrigation Scheme and for irrigation purposes water is

word verskaf deur die Departement van Waterwese 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 oorstrooming, 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 Departement van Waterwese toegestaan sal word nie. Waar hoewes nog nie vir water ingelys is nie, sal die suksesvolle applikante self met die Departement van Waterwese 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, grondboontjies en aartappels.

Instelling van Komitees 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 *sestien* van die Nedersettingswet, No. 21 van 1956 en die regulasies gepubliseer by Goewermentskennisgewing No. 1479 van 4 Julie 1952, of enige wysiging daarvan, saamstel vir die volgende doeleindes:—

- (a) 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;
- (b) die onderhoud en instandhouding van enige omheinings langs paaie, regte van deurgang en watervore en enige grens- of ander heinings op die nederstelling behalwe die grensheinings van die verskillende hoewes toegeken kragtens die Nedersettingswet, waarvoor die betrokke huurders of eienaars verantwoordelik sal wees;
- (c) 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;
- (d) 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 omheinings 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 vasgestel word, nie te bowe gaan nie, en dié gelde kan 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 nederstelling kan 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 alle 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 nederstelling en aangrensende of naburige grond te besproei en/of te dreineer, of hulle op die kaart aangetoon word al dan nie.

SPECIALE VOORWAARDES.

Hoewes Nos. 3, 4 en 5.—Spesiale voorwaardes sal opgeneem word in die voorgestelde huurkontrakte wat

supplied by the Department of Water Affairs 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 Department of Water Affairs 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 Department of Water Affairs 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 Control: The Minister of Lands reserves the right at any time to require the lessees on the settlement to form Committees of Control in terms of section *sixteen* of the Land Settlement Act No. 21 of 1956, and the regulations published by Government Notice No. 1479 of the 4th July, 1952, or any amendment thereof, for the following purposes:—

- (a) The maintenance of all roads (except public roads which fall under control of the Provincial Administration), rights-of-way and bridges on the Settlement;
- (b) 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;
- (c) 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;
- (d) 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 time as Committees of Control 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 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 Control 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. 3, 4 and 5.—Special conditions will be inserted in the leases which it is proposed to be issued

uitgereik sal word en in die grondbriewe wat later uitgereik sal word, ingevolge waarvan—

- (a) die hoewes onderworpe is aan die servitute 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 (gehou 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 is onder geen omstandighede aanspreeklik 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 het 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 onbelemmerd moet bly, of hulle op die kaarte aangetoon word al dan nie, en die huurders van die hoewes moet aan enige aangrensende of naburige eienaar 'n noodweg of -pad 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 veeteeltdeleindes 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, pypleidings, kanale en afvoerslote op die hoewes op te rig en aan te lê, en hulle daardeur en daaroor 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 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, verder die voorwaardes sal bevat wat gewoonlik by die huurkontrakte van hoewes op genoemde nedersetting ingelyf word.

Hoewe No. 6.—Ongeveer 33 myl noordoos van die dorp en spoorwegstasie Leydsdorp geleë.

Verbeterings: Geen.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir beeste. Die weiding bestaan uit soet- en suurveld met gewone bosveldbome.

Drakrag: 12 tot 15 morgen per stuk grootvee.

Gemiddelde reënval: 10 tot 12 duim per jaar. Geleë in 'n malariastreëk.

Servitute:

- (a) *Die restant van die plaas Leeuwkop.*—Onderworpe aan 'n servituut van uitspanning, groot 1/75ste van 2,960 morg 397 vierkante roedes; en

and in the Deeds of Grant 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, 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. 6.—Situate approximately 33 miles north east of Leydsdorp Township and Railway Station.

Improvements: Nil.

Water supply: Borehole.

General: Suitable for cattle. The grazing consists of sweet and sour veld with usual bushveld trees.

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

Average rainfall: 10 to 12 inches per annum. Situate in a malaria area.

Servitudes:

- (a) *The remaining extent of the farm Leeuwkop.*—Subject to a servitude of outspan in extent 1/75th of 2,960 morgen 397 square roods; and

- (b) *Die restant van die plaas Leeuwspruit.*—Onderworpe aan 'n servituut van uitspanning groot 1/75ste van 2,635 morg 102 vierkante roedes.

SPESIALE VOORWAARDE.

Die huurkontrak en grondbrief wat later ten opsigte van hierdie hoewe uitgereik mag word, sal, onder andere, aan die volgende spesiale voorwaarde onderworpe wees:—

- (a) Alle regte op minerale op of onder die hoewe word uitdruklik aan die Staat voorbehou.
- (b) Ten einde die status van die hoewe as staatsgrond 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.
- (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 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.
- (d) Enige prospekterder wat die nodige lisensie besit, 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 myndoeleindes, 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 servituuts 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 kleim-lisensie- of mynhuurgelde ten opsigte van mynregte op die hoewe wat ontvang word of ontvang mag word nie.

Hoewe No. 7.—Ongeveer 12 myl suid van die dorp en spoorwegstasie Zeerust en ongeveer 6 myl noordoos van die spoorwegstasie Ottoshoop geleë.

Verbeterings: Woonhuis, rondawel, boorgat, handpomp, pype en 3,000 tree grensheinings.

Watervoorsiening: Boorgat.

Algemeen: Geskik vir mielies, koring, hawer, skape, beeste en vrugte. Die weiding bestaan uit soet- en suurveld met gewone bosveldbome.

Drakrag: 3 Morg per stuk grootvee en 2 morg per stuk kleinvee.

Gemiddelde reënval: 20 Duim per jaar.

Servituut:

- (a) Alle regte op onedele metale en minerale is ten gunste van 'n derde party voorbehou; en
- (b) onderworpe aan en geregtig tot sekere regte op water.

Soos volledig in Akte van Transport No. 40373/1948 uiteengesit is.

Hoewe No. 8.—Ongeveer 25 myl noordwes van die dorp en spoorwegstasie Naboomspruit geleë.

Verbeterings: Woonhuis, buitegebou, motorhuis (vervalle), gemakhuisie, hoenderhuis, drie hoenderhokke, twee tabakskure, twee droogonde, kelder, vrugtebome, bloekomplantasie, grens- en binneheinings.

Watervoorsiening: Spruit.

Algemeen: Geskik vir mielies, grondbone en tabak. Die weiding bestaan uit suurveld met gewone bosveldbome.

Drakrag: Ses tot sewe morg per stuk grootvee.

Gemiddelde reënval: 20 tot 24 duim per jaar.

Servituut: Onderworpe aan 'n deurgangsreg na en van die skoolterrein geleë op die resterende gedeelte van die plaas Elandsbosch No. 1056, distrik Potgietersrus, soos volledig in Akte van Transport No. 4977/1953 uiteengesit is.

- (b) *The remaining extent of the farm Leeuwspruit.*—Subject to a servitude of outspan in extent 1/75th of 2,635 morgen 102 square roods.

SPECIAL CONDITION.

The lease and Deed of Grant which may subsequently be issued in respect of this holding will, *inter alia*, be subject to the following special condition:—

- (a) All rights to minerals on or under the holding are specially reserved to the Government.
- (b) In order to maintain the status of this holding as state owned 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) 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 holding 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. 7.—Situate approximately 12 miles south of Zeerust Township and Railway Station and approximately 6 miles north east of Ottoshoop Railway Station.

Improvements: Dwelling-house, rondavel, borehole, handpump, piping and 3,000 yards external fencing.

Water supply: Borehole.

General: Suitable for mealies, wheat, oats, sheep, cattle and fruit. The grazing consists of sweet and sour veld with usual bushveld trees.

Carrying capacity: 3 Morgen per head of large stock and 2 morgen per head of small stock.

Average rainfall: 20 Inches per annum.

Servitudes:

- (a) All rights to base metals and minerals are reserved in favour of a third party; and
- (b) subject and entitled to certain rights to water.

As more fully set out in Deed of Transfer No. 40373/1948.

Holding No. 8.—Situate approximately 25 miles north-west of Naboomspruit Township and Railway Station.

Improvements: Dwelling-house, outside building, garage (delapidated), lavatory, fowl-house, three fowlruns, two tobacco sheds, two drying kilns, cellar, fruit trees, blue-gum plantation, external and internal fencing.

Water Supply: Spruit.

General: Suitable for mealies, peanuts and tobacco. The grazing consists of sour veld with usual bushveld trees.

Carrying Capacity: Six to seven morgen per head of large stock.

Average Rainfall: 20 to 24 inches per annum.

Servitude: Subject to a right-of-way to and from the schoolsite situate on the remaining extent of the farm Elandsbosch No. 1056, District of Potgietersrus, as more fully set out in Deed of Transfer No. 4977/1953.

Hoewes Nos 9, 10, 11 en 12.—Ongeveer vier myl suid-oos van die dorp en spoorwegstasie Swartruggens geleë.

Verbeterings:

Hoewe No. 9.—Reservoir, twee gronddamme, twee boorgate en twee windpompe.

Hoewe No. 10.—Drie woonhuise, drie naturelle-kamers, motorhuis, stalle, voerkamer, oliestoor, reservoir, beesdipbak, koeistal, enjin, kragkop, water-tenk, twee gronddamme, vier boorgate en twee windpompe.

Hoewe No. 11.—Woonhuis, krip, reservoir, grond-dam, twee boorgate en twee windpompe.

Hoewe No. 12.—Reservoir, enjin, kragkop en boorgat.

Let wel.—Sommige van die windpompe hierbogenoem is deur die Departement van Waterwese verwyder en word in bewaring gehou totdat die betrokke hoewes toegeken is, wanneer dit (windpompe) aan die suksesvolle applikante oorhandig sal word.

Watervoorsiening:

Hoewe No. 9.—Twee boorgate.

Hoewe No. 10.—Vier boorgate.

Hoewe No. 11.—Twee boorgate.

Hoewe No. 12.—Boorgat.

Algemeen: Geskik vir beeste, skape, mielies, kaffer-koring en tabak.

Die weiding bestaan uit soet-, suur- en buffelsgras met gewone bosveldbome.

Drakrag: 5 tot 6 morg per stuk grootvee en $2\frac{1}{2}$ morg per stuk kleinvee.

Gemiddelde reënval: 18 tot 20 duim per jaar.

Serwitude:

Hoewe No. 9.

(a) Onderworpe aan 'n serwituut van uitspanning groot $1/75$ ste van 2790·0191 morg; en

(b) onderworpe aan 'n serwituut van regte van dam en waterleiding soos vollediger in Akte van Transport No. 23860/1954 uiteengesit is.

Spesiale voorwaarde.—Die huurder van hierdie hoewe is verplig om aan die huurder van gedeelte 2 van die gekonsolideerde plaas Cyferfontein No. 370, Distrik Rustenburg, 'n noodweg of -pad toe te staan na of van gemelde gedeelte 2 in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

Hoewe No. 10.—Onderworpe aan 'n serwituut van regte van dam en waterleiding soos vollediger in Akte van Transport No. 23860/1954 uiteengesit is.

Spesiale voorwaarde.—Die huurder van hierdie hoewe sal geregtig wees tot 'n noodweg of -pad oor gedeelte 1 van die gekonsolideerde plaas Cyferfontein No. 370, distrik Rustenburg, in 'n geskikte rigting na die naaste publieke pad, mits die Minister van Lande dit nodig ag.

Hoewes Nos. 11 en 12.—Elk onderworpe aan 'n serwituut van regte van dam en waterleiding soos vollediger in Akte van Transport No. 23860/1954 uiteengesit is.

SPEZIALE VOORWAARDE.

Hoewes Nos. 11 en 12.—Die Goewerneur-generaal kan te eniger tyd enige gedeelte van hierdie hoewes wat op die datum van aanvang van die huurkontrak ten aansien van hierdie hoewes deur die Suid-Afrikaanse Spoorweg- en Hawensadministrasie vir sy werksaamhede en ondernemings geokkupeer of gebruik word, sonder betaling van vergoeding onteien. Die Goewerneur-generaal kan te eniger tyd voor die uitreiking van grondbriewe die huurders se regte op en belange in enige gedeelte van die hoewes wat op die datum van aanvang van die huurkontrakte geokkupeer of gebruik word soos vermeld, sonder betaling van vergoeding onteien.

Spesiale opmerkings: Die suksesvolle applikante van hoewes 9, 10, 11 en 12 moet al die binneheininge op hierdie gedeeltes na die grense van hulle betrokke hoewes verskuif.

Holdings Nos. 9, 10, 11 and 12.—Situate approximately four miles south-east of Swartruggens Township and Railway Station.

Improvements:

Holding No. 9.—Reservoir, two earth-dams, two boreholes and two windmills.

Holding No. 10.—Three dwelling-houses, three native rooms, garage, stables, fodder room, oil store, reservoir, cattle dipping tank, cow stable, engine, power head, water tank, two earth-dams, four boreholes and two windmills.

Holding No. 11.—Dwelling-house, reservoir, earth-dam, manger, two boreholes and two windmills.

Holding No. 12.—Reservoir, engine, power head and borehole.

Nota Bene.—Some of the windmills mentioned above have been removed by the Department of Water Affairs and are being kept in safe custody until such time as the relative holdings have been allotted, when they (windmills) will be handed over to the successful applicants.

Water Supply:

Holding No. 9.—Two boreholes.

Holding No. 10.—Four boreholes.

Holding No. 11.—Two boreholes.

Holding No. 12.—Borehole.

General: Suitable for cattle, sheep, mealies, kaffer-corn and tobacco.

The grazing consists of sweet, sour and buffalo grass with usual bushveld trees.

Carrying capacity: 5 to 6 morgen per head of large stock and $2\frac{1}{2}$ morgen per head of small stock.

Average rainfall: 18 to 20 inches per annum.

Servitudes:

Holding No. 9.

(a) Subject to a servitude of outspan in extent $1/75$ th of 2790·0191 morgen; and

(b) subject to a servitude of right of dam and aqueduct as more fully set out in Deed of Transfer No. 23860/1954.

Special condition.—The lessee of this holding is compelled to grant to the lessee of portion 2 of the consolidated farm Cyferfontein No. 370, District of Rustenburg, a way or road of necessity to or from the said portion 2, in a suitable direction to the nearest public road, provided it is deemed necessary by the Minister of Lands.

Holding No. 10.—Subject to a servitude of right of dam and aqueduct as more fully set out in Deed of Transfer No. 23860/1954.

Special condition.—The lessee of this holding will be entitled to a way or road of necessity over Portion 1 of the consolidated farm Cyferfontein No. 370, District of Rustenburg, in a suitable direction to the nearest public road, provided it is deemed necessary by the Minister of Lands.

Holdings Nos. 11 and 12.—Each subject to a servitude of right of dam and aqueduct as more fully set out in Deed of Transfer No. 23860/1954.

SPECIAL CONDITION.

Holdings Nos. 11 and 12.—The Governor-General may at any time expropriate, without payment of compensation, any part of the holdings which was at the date of commencement of the leases in respect of these holdings, occupied or used by the South African Railways and Harbours Administration in its functions and undertakings. The Governor-General may at any time prior to the issue of Deeds of Grant expropriate, without payment of compensation, the lessee's rights and interests in any part of the holdings which was at the date of commencement of the leases, occupied or used as afore-mentioned.

Special Remarks: All the internal fencing on Holdings Nos. 9, 10, 11 and 12 must be shifted by the successful applicants of the said portions to the boundaries of their respective holdings.

Hoewe No. 13.—Ongeveer 18 myl noordoos van die dorp en spoorwegstasie Swartruggens geleë.

Verbeterings: Woonhuis, pakkamer, boorgat, sorteerkamer, kelder (van geen waarde) serwituutdam, afdak en gemakhuisie.

Watervoorsiening: Boorgat en Lindleyspoortbesproeiingsdam.

Algemeen: Geskik vir koring en tabak. Die weiding bestaan uit suurveld. Gifblaar kom voor op die hoewe.

Drakrag: 15 tot 20 morg per stuk grootvee.

Gemiddelde reënval: 18 duim per jaar.

Serwituut: Geregtig tot die gebruik van water en onderworpe aan 'n serwituut van waterleiding soos vollediger in Akte van Transport No. 17428/1947 uiteengesit is.

Hoewe No. 14.—Ongeveer 11 myl noordoos van die dorp en spoorwegstasie Warmbad geleë.

Verbeterings: Sekere binne- en grensheinings.

Watervoorsiening: Fontein op bergweiveld in die somer.

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

Drakrag: 7 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar.

Serwitude:

(a) Onderworpe aan:

(i) Sekere regte op water; en

(ii) die voorbehoud van alle regte op minerale en die eienare se aandeel in kleim- en prospekterlisensiegelde ten gunste van 'n derde party; en

(b) geregtig tot:

(i) sekere regte op water; en

(ii) 'n deurgangsreg soos vollediger in Akte van Transport No. 17433/1950 uiteengesit is.

Hoewes Nos. 15, 16, 17, 18, 19, 20, 21 en 22: Ongeveer 61 myl noordwes van die dorp en spoorwegstasie Nylstroom en ongeveer 23 myl noordwes van die spoorwegstasie Vaalwater geleë.

Algemeen: Geskik vir tabak, grondbone, mielies en sitrusvrugte. Op hoewes Nos. 15, 16, 17 en 18 bestaan die weiding uit soetveld met gewone bosveldbome terwyl op hoewes Nos. 19, 20, 21 en 22 die weiding uit soet- sowel as suurveld met gewone bosveldbome bestaan.

Gemiddelde reënval: 20 duim per jaar.

Drakrag:

Hoewes Nos. 15, 16, 17 en 18: 6 morg per stuk grootvee.

Hoewes Nos. 19 en 20: 6 tot 8 morg per stuk grootvee.

Hoewes Nos. 21 en 22.—7 tot 8 morg per stuk grootvee.

Verbeterings:

Hoewe No. 15.—Woonhuis, boorgat, enjin, enjinhuis en reservoir.

Hoewe No. 16.—Woonhuis, gemakhuisie, koelkamer, motorhuis, 2 pakkamers, hoenderhok van sifdraad met 4 sinkslaaphokke, beesdipbak, 147 sitrusbome, 19 rye druiwestokke van 60 tot 90 tree lank, 50 piesangbome en 'n boord van ander vrugtebome soos koejawels en perskes, 420 voet 4 duim-waterpype, 495 voet 1½ duim-waterpype, 720 voet 1 duim-waterpype en 780 voet ½ duim-waterpype.

Hoewe No. 17.—Woonhuis, gemakhuisie, winkelgebou, 2 pakkamers, boorgat en handpomp.

Daar is geen verbeterings op Hoewes Nos. 18, 19, 20, 21 en 22 nie.

Holding No. 13.—Situat approximately 18 miles north-east of Swartruggens Township and Railway Station.

Improvements: Dwelling-house, storeroom, borehole, sorting-room, cellar (of no value) servitodal dam, lean-to and lavatory.

Water supply: Borehole and Lindleyspoort Irrigation dam.

General: Suitable for wheat and tobacco. The grazing consists of sour veld. "Gifblaar", occurs on the holding.

Carrying capacity: 15 to 20 morgen per head of large stock.

Average rainfall: 18 inches per annum.

Servitude: Entitled to the use of water and subject to a servitude of aqueduct as more fully set out in Deed of Transfer No. 17428/1947.

Holding No. 14.—Situat approximately 11 miles north-east of Warmbaths Township and Railway Station.

Improvements: Certain internal and external fencing.

Water supply: In summer time a spring on the mountain grazing.

General: Suitable for mealies, kaffircorn, peanuts, tobacco and cattle. The grazing consists of sweet veld with usual bushveld trees.

Carrying capacity: 7 morgen per head of large stock.

Average rainfall: 24 inches per annum.

Servitudes:

(a) Subject to:

(i) Certain rights to water; and

(ii) the reservation to all rights to minerals and the owners' share in claim and prospecting licence moneys in favour of a third party; and

(b) entitled to:

(i) certain rights to water; and

(ii) a right-of-way as more fully set out in Deed of Transfer No. 17433/1950.

Holdings Nos. 15, 16, 17, 18, 19, 20, 21 and 22.—Situat approximately 61 miles north west of Nylstroom Township and Railway Station and approximately 23 miles north west of Vaalwater Railway Station.

General: Suitable for tobacco, peanuts, mealies and citrus. On Holdings Nos. 15, 16, 17 and 18 the grazing consists of sweet veld with usual bushveld trees, while on Holdings Nos. 19, 20, 21 and 22 the grazing consists of sweet as well as sour veld with usual bushveld trees.

Average rainfall: 20 inches per annum.

Carrying capacity:

Holdings Nos. 15, 16, 17 and 18: 6 morgen per head of large stock.

Holdings Nos. 19 and 20: 6 to 8 morgen per head of large stock.

Holdings Nos. 21 and 22.—7 to 8 morgen per head of large stock.

Improvements:

Holding No. 15.—Dwelling-house, borehole, engine, engine house and reservoir.

Holding No. 16.—Dwelling-house, lavatory, cool chamber, garage, 2 storerooms, fowl-house of wire netting with 4 structures of zinc for sleeping purposes, cattle dipping tank, 147 citrus trees, 19 rows of vines 60 to 90 yards long, 50 banana trees and an orchard of other trees such as quavas and peaches, 420 feet 4-inch water piping, 495 feet 1½-inch water piping, 720 feet 1-inch water piping and 780 feet ½-inch water piping.

Holding No. 17.—Dwelling-house, lavatory, shop-building, 2 store-rooms, borehole and handpump.

There are no improvements on Holdings Nos. 18, 19, 20, 21 and 22.

Watervoorsiening: Op elkeen van Hoewes Nos. 15 en 17 is daar 'n boorgat.

Op Hoewe No. 16 is daar 'n fontein met die water na die huis aangelê.

Op Hoewes Nos. 18, 19, 20, 21 en 22 is water verkrygbaar uit die Magolrivier.

Serwitude:

Hoewe No. 17.—Onderworpe aan 'n servituut van uitspanning, groot 1/300ste van 8,317·3888 morg.

Hoewes Nos. 19, 20 en 22.

(a) Die mineraleregte ten opsigte van elkeen van hierdie hoewes is gedeeltelik ten gunste van 'n derde party voorbehou.

(b) Elke hoewe is onderworpe aan 'n servituut van uitspanning, groot 1/300ste van 8,317·3888 morg.

Hoewe No. 21.—Die mineraleregte is gedeeltelik ten gunste van 'n derde party voorbehou.

SPESIALE OPMERKINGS.

Hoewe No. 15.

(a) Die sorteerkamers en tabakkelders op hierdie hoewe is nie by die verbeterings ingesluit nie en moet deur die suksesvolle applikante van hoewes Nos. 18, 19 en 20 afgebreek word. Die materiaal moet deur hulle gebruik word vir die oprigting van verbeterings op hulle onderskeie hoewes.

(b) Die naturelle-kampong op hierdie hoewe is nie by die verbeterings ingesluit nie en moet deur die suksesvolle applikant van Gedeelte 8 van die gekonsolideerde plaas Hermanusdoorns No. 84, distrik Waterberg, afgebreek en op sy hoewe heropgerig word.

(c) Die vier drooggoonde op hierdie hoewe is nie by die verbeterings ingesluit nie en moet deur die suksesvolle applikant van hoewe No. 22 afgebreek en op sy hoewe heropgerig word.

Hoewe No. 16.—Die smidswinkel op hierdie hoewe is nie by die verbeterings ingesluit nie en moet deur die suksesvolle applikant van hoewe No. 21 afgebreek en op sy hoewe heropgerig word.

Hoewes Nos. 18, 19 en 20.—Die suksesvolle applikante van hierdie hoewes moet die sorteerkamers en tabakkelders op hoewe No. 15 onder toesig van die Inspekteur van Lande, Nylstroom, afbreek en die materiaal in drie gelyke dele tussen hulle verdeel vir gebruik by die oprigting van verbeterings op hulle onderskeie hoewes.

Hoewe No. 21.—Die suksesvolle applikant van hierdie hoewe moet die smidswinkel op hoewe No. 16 onder toesig van die Inspekteur van Lande, Nylstroom, afbreek en op sy hoewe heropgerig.

Hoewe No. 22.—Die suksesvolle applikant van hierdie hoewe moet die vier drooggoonde op hoewe No. 15 onder toesig van die Inspekteur van Lande, Nylstroom, afbreek en op sy hoewe heropgerig.

Spesiale voorwaarde: Die huurder van enige gedeelte van die gekonsolideerde plaas Hermanusdoorns No. 84, distrik Waterberg, is verplig om aan enige aangrensende of naburige huurder van enige gedeelte van die betrokke plaas, 'n noodweg of -pad toe te staan 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.

Hoewe No. 23.—Ongeveer 12 myl noordoos van die dorp en spoorwegstasie Nylstroom en ongeveer 3 myl noordwes van die spoorwegstasie Oopveld geleë.

Verbeterings: Pakkamer, 2 rondawels, tenkvoetstuk met 1,000 gelling-watertenk, staalwaterpype en ½ myl binneheining.

Watervoorsiening: Spruit en boorgat.

Algemeen: Geskik vir mielies, koring, grondbone, groente en beeste. Die weiding bestaan uit suurveld met gewone bosveldbome. Gifblaar kom op die hoewe voor.

Drakrag: 6 tot 7 morg per stuk grootvee.

Gemiddelde reënval: 24 duim per jaar.

Water supply: There is a borehole on each of Holdings Nos. 15 and 17.

There is a spring on Holding No. 16 with the water laid on to the house.

Water is obtainable from the Magol River on Holdings Nos. 18, 19, 20, 21 and 22.

Servitudes:

Holding No. 17.—Subject to a servitude of outspan, in extent 1/300th of 8,317·3888 morgen.

Holdings Nos. 19, 20 and 22.

(a) The mineral rights in respect of each holding are partly reserved in favour of a third party.

(b) Each holding is subject to a servitude of outspan, in extent 1/300th of 8,317·3888 morgen.

Holding No. 21.—The mineral rights are partly reserved in favour of a third party.

SPECIAL REMARKS.

Holding No. 15.

(a) The sorting rooms and tobacco cellars on this holding are not included in the improvements and must be demolished by the successful applicants of Holdings Nos. 18, 19 and 20. The material to be used by them for the erection of improvements on their respective holdings.

(b) The native compound on this holding is not included in the improvements and must be demolished by the successful applicant of Portion 8 of the consolidated farm Hermanusdoorns No. 84, District of Waterberg, for re-erection on his holding.

(c) The four drying kilns on this holding are not included in the improvements and must be demolished by the successful applicant of Holding No. 22 for re-erection on his holding.

Holding No. 16.—The blacksmithshop on this holding is not included in the improvements and must be demolished by the successful applicant of Holding No. 21 for re-erection on his holding.

Holdings Nos. 18, 19 and 20.—The successful applicants of these holdings must demolish the sorting rooms and tobacco cellars on Holding No. 15 and under the supervision of the Inspector of Lands, Nylstroom, and divide the material in three equal shares among them for use in the erection of improvements on their respective holdings.

Holding No. 21.—The successful applicant of this holding must demolish the blacksmith shop on Holding No. 16, under the supervision of the Inspector of Lands, Nylstroom, and re-erection it on his holding.

Holding No. 22.—The successful applicant of this holding must demolish the four drying kilns on Holding No. 15, under the supervision of the Inspector of Lands, Nylstroom, and re-erection them on his holding.

Special condition: The lessee of any portion of the consolidated farm Hermanusdoorns No. 84, District of Waterberg, 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 it is deemed necessary by the Minister of Lands.

Holding No. 23.—Situate approximately 12 miles north east of Nylstroom Township and Railway Station and approximately 3 miles north west of Oopveld Railway Station.

Improvements: Storeroom, 2 rondavels, tank stand with 1,000 gallons water tank, steel water piping and ½ mile internal fencing.

Water supply: Spruit and borehole.

General: Suitable for mealies, wheat, peanuts, vegetables and cattle. The grazing consists of sour veld with usual bushveld trees. "Gifblaar" occurs on the holding.

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

Average rainfall: 24 inches per annum.

Hoewe No. 24.—Ongeveer 36 myl wes van die dorp en spoorwegstasie Messina geleë.

Verbeterings: Boorgat.

Algemeen: Geskik vir somergesaaiendes, grootvee en bokke. Die weiding bestaan uit rantjiesveld sonder of met baie min gras (gewoonlik soet) met Matoppi- en Mopani-bome.

Drakrag: 14 tot 15 morg per stuk grootvee.

Gemiddelde reënval: 3 tot 12 duim per jaar. Geleë in 'n malariastreek.

Serwitude:

1. Alle regte op minerale is ten gunste van 'n derde party voorbehou.
2. Onderworpe aan 'n serwituut van uitspanning groot 1/75ste van 2,795 morg 81 vierkante roedes.

SPEZIALE OPMERKING.

Die koste verbonde aan die boorwerk wat op hierdie hoewe verrig word, is nog nie bekend nie. Sodra die koste bekend is, sal die betrokke bedrag by die koopprys van die hoewe gevoeg word, as gevolg waarvan die koopprys, jaarlikse huur en paalement dienoreenkomstig verhoog sal word.

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 Nedersettingswet, 1956.

Die huurgeld wat jaarliks vooruitbetaal moet word, word bereken op die koopprys volgens onderstaande persentasiebasis, behalwe waar anders vermeld.

Huurgeld.

(a) *Hoewes Nos. 1 tot 5 en 7 tot 24:*—

Eerste en tweede jaar: Niks.

Derde jaar: 2 persent per jaar.

Vierde en vyfde jaar: $4\frac{7}{8}$ persent per jaar. Ingeval van verlenging van huurkontrak na vyf jaar: $4\frac{7}{8}$ persent per jaar.

(b) *Hoewe No. 6:*—

Eerste en tweede jaar: Niks.

Derde, vierde en vyfde jaar: 1 persent per jaar. Ingeval van verlenging van huurkontrak na vyf jaar: 1 persent per jaar.

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 $4\frac{7}{8}$ ste persent vir sover dit hoewes Nos. 1 tot 5 en 7 tot 24 betref en 1 persent vir sover dit hoewe No. 6 betref.

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. 3 tot 5 en 24 moet binne drie maande in besit geneem word en vir minstens 9 maande in elke kalenderjaar bewoon word.

Hoewes Nos. 1, 6, 9 tot 13 en 15 tot 22 moet binne drie maande in besit geneem word en vir minstens tien maande in elke kalenderjaar bewoon word.

Hoewes Nos. 2, 7, 8, 14 en 23 moet binne drie maande in besit geneem word en vir minstens elf 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 toestem-

Holding No. 24.—Situat approximately 36 miles west of Messina Township and Railway Station.

Improvements: Borehole.

General: Suitable for summer crops, large stock and goats. The grazing consists of broken country without any or very little grass (usually sweet) with Matoppi and Mopani trees.

Carrying capacity: 14 to 15 morgen per head of large stock.

Average rainfall: 3 to 12 inches per annum. Situate in a malaria area.

Servitudes:

1. All rights to minerals are reserved in favour of a third party.
2. Subject to a servitude of outspan in extent 1/75th of 2,795 morgen 81 square roods.

SPECIAL REMARK.

The costs in connection with the boring operations which are being conducted on this holding are not yet known. As soon as the costs are known, the relative amount will be added to the purchase price, as a result whereof yearly rental and instalment will be increased accordingly.

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, 1956.

The rentals, which are payable yearly in advance, are calculated on the purchase price on the following percentage basis, except where otherwise stated:—

Rentals.

(a) *Holdings Nos. 1 to 5 and 7 to 24:*—

First and second years: Nil.

Third year: 2 per cent per annum.

Fourth and fifth years: $4\frac{7}{8}$ th per cent per annum.

In the event of extension of lease after five years: $4\frac{7}{8}$ th per cent per annum.

(b) *Holding No. 6:*—

First and second year: Nil.

Third, 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 $4\frac{7}{8}$ per cent as far as holdings Nos. 1 to 5 and 7 to 24 are concerned and 1 per cent as far as holding No. 6 is concerned.

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. 3 to 5 and 24 must be occupied within three months and for at least 9 months in every calendar year.

Holdings Nos. 1, 6, 9 to 13 and 15 to 22 must be occupied within three months and for at least ten months in every calendar year.

Holdings Nos. 2, 7, 8, 14 and 23 must be occupied within three months and for at least eleven 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 con-

ming 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 dat die Minister van Lande hom die reg voorbehou om die totale oppervlakte wat op die hoewes geploeg, geplant, 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 Staatshulp geboor word, vir boordoeleindes op ander Staatsgrond 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 pompmasjinerie water daaruit trek nie.

Sommige boorgate is met handpompe of ander pomp-toestelle toegerus. In gevalle waar geen pomptoeestelle opgerig is nie, moet die suksesvolle applikante, alvorens hulle pompmasjinerie oprig, by die Direkteur van Waterwese, Pretoria, navraag 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 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 grondbriewe.—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 bepalinge van die Nedersettingswet, 1956, wat op hom van toepassing is, insluitende voorwaardes van die huurkontrak, is hy op 'n Grondbrief geregtig.

'n Grondbrief 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

sent 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 State-owned 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 Water Affairs, 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 Deeds of Grant.—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, 1956, as are applicable to him, and with the terms and conditions of the lease, he shall be entitled to a Deed of Grant.

A Deed of 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

verkies, by die koopprys van die hoewe gevoeg word, en in so 'n geval word die bedrag van die huur op die koopprys dienoreenkomstig verhoog.

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

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

Algemeen.—In geval van ongelukke van persone of vee wat plaasvind as gevolg van die bestaan van skagte, tonnens en ander omstandighede geskep deur prospekterende mynwerksaamhede 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 kleinhouer nie.

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

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

* No. 1702.]

[14 September 1956.

HOEWE TE HUUR.

Gedurende 'n tydperk van ses weke na die datum van die eerste publikasie van hierdie kennisgewing (wat dus op 25 Oktober 1956 verstryk), kan by die kantoor van die Sekretaris van Lande, Aquilagebou, Schoemanstraat 157, Pretoria, aansoek gedoen word om die huur van ondergenoemde hoewe 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 die hoewe wat in hierdie kennisgewing te huur aangebied word, te eniger tyd terug te trek.

Alle aansoeke moet gestuur word aan die Sekretaris van Lande, Aquilagebou, Schoemanstraat 157, Pretoria, op die vorms wat verkrygbaar is by bogenoemde adres, by die landdros van die distrik waarin die hoewe geleë is of by die Inspekteur van Lande, Witrivier.

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 is 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. 1702.]

[14 September 1956.

HOLDING TO LET.

Applications will be received at the office of the Secretary for Lands, Aquila Building, 157 Schoeman Street, Pretoria, for a period of six weeks from the date of the first publication of this notice (thus expiring on the 25th October, 1956), for the lease of the undermentioned holding 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 the holding offered for lease by this notice.

All applications must be forwarded to the Secretary for Lands, Aquila Building, 157 Schoeman Street, Pretoria, on the forms which are obtainable from the above-mentioned address, from the landdrost of the district in which the holding is situated or from the Inspector of Lands, Witrivier.

PROVINSIE/PROVINCE TRANSVAAL.

DISTRIK/DISTRICT BARBERTON.

Hoewe No. Holding No.	HOEWE BESKIKBAAR.	HOLDING FOR DISPOSAL.	Grootte. Area.	Huur per jaar betaalbaar vanaf 2de jaar van huurtermyn.
	Naam en nommer.	Name and Number.	Morg. Morgen.	Rental per Year Payable as from 2nd Year of Lease Period.
1	Gedeelte 9 genoem Seekoeigat van die plaas TENBOSCH No. 234.	Portion 9 called Seekoeigat of the farm	1,007·0736	£ s. d. 62 19 0

BESKRYWING VAN HOEWE.

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

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

Ongeveer 15 myl wes van die dorp en spoorwegstasie Komatipoort en ongeveer 4½ myl suidoos van die spoorwegstasie Hectorspruit geleë. Die Nelspruit-Komatipoort-spoorlyn gaan oor die hoewe.

Verbeterings: Woonhuis, 2 motorhuise, gemakhuise en 2,000 papjabome.

Watervoorsiening: Water verkrygbaar uit die Krokodilrivier.

Algemeen: Geskik vir beeste en indien besproeiing toegepas kan word, kan ook rys, groente en tropiese vrugte gekweek word. Die weiding bestaan uit soetveld met inheemse bosse en bome.

Drakrag: 6 tot 7 morg per stuk grootvee.

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

ALGEMENE HUURVOORWAARDES.

Die huurkontrak 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 hoegeenaamd, die volle som soos in hierdie kennisgewing gemeld, betaal. Die huurgeld vir die volle termyn van vyf 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 okkupasie.

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 oormak, seeder verhipotekeer nie en geen Naturelle, 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

DESCRIPTION OF HOLDING.

The distance of the holding from the nearest town or railway station, as given below, is approximate only.

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

Situate approximately 15 miles west of Komatipoort township and railway station and approximately 4½ miles south-east of Hectorspruit railway station. The Nelspruit-Komatipoort railway line traverses the holding.

Improvements: Dwelling-house, 2 garages, lavatory and 2,000 paw-paw trees.

Water supply: Water is obtainable from the Crocodile River.

General: Suitable for cattle and if irrigation can be supplied, rice, vegetables and tropical fruit can also be grown. The grazing consists of sweet veld with indigenous trees and bush.

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

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

GENERAL CONDITIONS OF LEASE.

The lease 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 and 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 improvements 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

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 verlot droë hout wat op die hoewe mag wees vir brandstof of huishoudelike doeleindes te gebruik.

5. Die huurder is nie geregtig tot vergoeding deur die verhuurder of 'n prospekterder of kleinhouer in geval van ongelukke aan persone of diere as gevolg van die bestaan van skagte, tunnels en ander toestande voort-spruitende 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 servitude 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 deurgangsregte, paaie en deurgange, wat op die hoewe aangelê is, moet vry en onbelemmerd bly tensy hulle op las van 'n bevoegde owerheid gesluit of verlê word.

Die huurder van enige hoewe is verplig om aan enige aangrensende of naburige huurder 'n noodweg of -pad te gee na of van die grond van dié aangrensende of naburige huurder in 'n geskikte rigting na die naaste publieke pad, mits 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 in geval van die oortreding of nie-nakoming van enige 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.

in any case be liable for the payment of the *pro rata* rental as from the date of commencement of the lease to the date of acceptance by the lessor of the lessee's application to surrender.

4. (a) The holding shall be used solely for agricultural and stock-breeding purposes and for the processing of such agricultural or other products as the lessee may gather thereon.

(b) The lessor reserves the right to limit the total area that may be ploughed, planted, cultivated or sown on the holding and to control grazing thereon.

(c) The lessee shall not cut down or damage any trees of whatsoever nature on any part of the holding without the consent of the lessor but the lessee shall have the right without such consent to use such dead wood as may be on the holding for fuel or for domestic purposes.

5. The lessee shall have no claim for compensation against the lessor or against a prospector or claimholder in case of accidents to persons or animals as a result of the existence of shafts, tunnels and other conditions arising out of prospecting and/or mining operations on the holding.

6. (a) Liability for the erection of boundary or other fences shall rest with the lessee.

(b) The holding shall further be subject to all the servitudes specially relating to and encumbering the land as acquired or held by the Government and shall, on the other hand, be entitled to the benefits of any servitudes in favour of the land not expressly excluded by a special term of the lease.

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

14. Alle kennisgewings en aanskrywings wat ingevolge die huurkontrak aan die huurder gestuur word, word beskou as behoorlik en voldoende gedien te wees as hulle aan hom op die hoewe geadresseer en per geregistreerde pos versend is, en vir doeleindes van 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 magistraats-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.

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.



„HANDEL EN NYWERHEID”

*die maandblad van
die Departement van Handel en Nywerheid*

verskyn in albei amptelike tale en bevat die jongste inligting
van belang vir **INVOERDERS, UITVOERDERS, NYWERAARS**

INTEKENGELD: In die Unie van S.A., S.W.A., Betsjoenaland-Protectoraat, Swasieland, Basutoland, Suid- en Noord-Rhodesie, Mosambiek, Angola, Belgiese Kongo, Nyassaland, Tanganyika, Kenia en Oeganda teen 6d per eksemplaar, of teen 5/- per jaar (7/6 elders) vooruitbetaalbaar aan Die Staatsdrukker, Pretoria



“COMMERCE & INDUSTRY”

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

published in both official languages and containing the latest information of interest to
IMPORTERS, EXPORTERS, INDUSTRIALISTS

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